North Bay Village

OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
1666 Kennedy Causeway North Bay Village, FL 33141
Tuesday, October 15, 2019
7:30 PM

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the board shall be barred from further appearance before the board by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. Signs or placards may be disallowed in the commission chamber by the presiding officer. Persons exiting the commission chambers shall do so quietly.

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Village Clerk prior to engaging in lobbying activities per Village Code Sec. 38-17. "Lobbyist" specifically includes the principal, as well as any agent, officer or employee of a principal, regardless of whether the lobbying activities fall within the normal scope of employment of the agent, officer or employee. The term "lobbyist" specifically excludes the following persons: lobbyists hired by the Village who are communication with Village personnel in the course of performing under their contracts; attorneys or other representatives retained to represent individuals and corporate entities in quasi-judicial proceedings where the law prohibits ex-parte communications; expert witnesses who only provide scientific, technical or other specialized information or testimony at public meetings; employees of the principal who do not engage in lobbying activities and representatives of non-profit organizations who only appear at publicly noticed meetings, without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support or opposition to any item.

Addendum No. 4

1. Opening Items
A. Call to Order
B. Roll Call
C. Pledge of Allegiance
D. Invocation

2. Order of Business

3. Presentations
Proclamations/Awards/Special Presentations to Commission

3A. **Recognition of Elbert (Bert) Wrains for his Dedication and Service to North Bay Village**

3B. **Hispanic Heritage Month Proclamation**

3C. **Florida League of Mayors Catalyst Grant Winner Presentation of Check**

3D. ~~**CITT Presentation by Executive Director Javier Betancourt**~~

4. Open Forum

5. Approval of Commission Minutes

5A. **2019-07-09 Regular Village Commission Meeting Minutes**
2019-07-09 - Regular Village Commission Meeting Minutes.docx

5B. **2019-07-09 Special Commission Meeting Minutes**
2019-07-09 Special Commission Meeting Minutes.docx

5C. **2019-07-22 Second Regular Village Commission Meeting Minutes**
2019-07-22 2nd Regular Village Commission Meeting Minutes.docx

5D. **2019-09-10 Regular Village Commission Meeting Minutes**
2019-09-10 Regular Village Commission Meeting Minutes.docx

5E. **2019-09-12 First Public Hearing Minutes**
2019-09-12 First Public Hearing Minutes.docx

5F. **2019-09-24 Final Public Hearing Minutes**
2019-09-24 Final Public Hearing Minutes.docx

6. Advisory Board Minutes/Written Reports.

6A. **Animal Control Board**
- No Meeting Minutes to Report

6B. **Business Development Advisory Board**
2019-07-29 Business Development Advisory Board Meeting Minutes.pdf

6C. **Citizen's Budget and Oversight Board**
2019-08-13 Citizen's Budget and Oversight Board Meeting Minutes.pdf

6D. **Community Enhancement Board**
2019-06-05 Community Enhancement Board Meeting Minutes.pdf

6E. **Resident Services Board**
- No Meeting Minutes to Report

6F. **Sustainability and Resiliency Task Force**
2019-08-20 Sustainability & Resiliency Task Force Meeting Minutes
2019-09-25 Sustainability and Resiliency Task Force Meeting Minutes.docx

7. Village Commission's Report

8. Village Attorney's Report

9. Village Manager's Report

Village Manager's Report
Manager's Report

Monthly Organizational Assessment Status Update- September 2019
Memorandum - Org_Assessment 10042019.pdf

Public Works Monthly Report
2019_for October 15_Commission Meeting Update_Full.pdf

Monthly CFA Accreditation Status Update - September 2019
Monthly CFA Accreditation Status Update.docx

Social Media Report
NBV Social September Report.pdf

Grant Writer's Report-September 2019
Grant Writer Report - Sept 2019.pdf

10. Village Clerk's Report

Village Clerk's Report - September 2019
Village Clerk Monthly Report - September 2019.docx
PRR Log - September 2019 .pdf

11. Consent Agenda
A. Staff/Commission Items

11A1. **Amending Section 4. Membership for the Sustainability and Resiliency Task Force - *Sponsored by Vice Mayor Marvin Wilmoth***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, MODIFYING THE MEMBERSHIP AND QUORUM REQUIREMENTS OF THE SUSTAINABILITY AND RESILIENCY TASK FORCE; PROVIDING FOR IMPLEMENTATION: AND PROVIDING AN EFFECTIVE DATE

RESO SUST..docx

11A2. **Resolution Approving 2019 Public Space Challenge Grant Award - *Sponsored by Vice Mayor Marvin Wllmoth and Dr. Ralph Rosado, Village Manager***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PUBLIC SPACE CHALLENGE GRANT AWARD FROM THE MIAMI FOUNDATION IN THE AMOUNT OF $20,000.00; AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO EXECUTE THE GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Resolution-Approving Public Space Challenge Grant Award.pdf

Exhibit A-Public Space Challenge Grant Agreement.pdf

11A3. **Recommendation of Award for Request for Qualifications (RFQ) No. 2019-05 "Professional General Engineering and Architectural Services" - *Jose Olivo, Public Works Director***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING REQUEST FOR QUALIFICATIONS #2019-05, "PROFESSIONAL GENERAL ENGINEERING AND ARCHITECTURAL SERVICES," TO THE 5 TOP RANKED FIRMS; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE PROFESSIONAL SERVICES AGREEMENT AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION: AND PROVIDING AN EFFECTIVE DATE

North Bay Village Professional General Engineering and Architectural Services RFQ# 2019-05.pdf

RFQ No. 2019-05 - Professional General Engineering and Architectural Services - Addendum No. 1.pdf

Scoring Documentation for RFQ 2019-0105.pdf

Resolution_Approving_Award_of_Engineering_Pool_RFQ.docx

11A4. **Resolution Authorizing the Village Manager to Negotiate and Enter into Contract for the Science, Technology, Engineering, Arts and Mathematics (STEAM) Plus Grant Program for Treasure Island Elementary School Participants - *Sponsored by Mayor Brent Latham and Co-Sponsored by Commissioner Andreana Jackson***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE VILLAGE'S PARTICIPATION IN A PARTNERSHIP WITH THE CITY OF MIAMI BEACH FOR THE ENHANCEMENT OF SCIENCE, TECHNOLOGY, ENGINEERING, ARTS, AND MATH PROGRAMMING AT TREASURE ISLAND ELEMENTARY SCHOOL; AUTHORIZING THE VILLAGE MANAGER TO FINALIZE AND EXECUTE THE CONTRACT WITH THE CITY OF MIAMI BEACH AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION: AND PROVIDING AN EFFECTIVE DATE

CMB proposed STEAM Plus Program Agreement with Friends of the Bass Museum Inc..pdf

Resolution Approving Partnership with MB for STEAM at TIES.docx

STEAM - Resolution

11A5. **Deco Bike D/B/A Citibike Services for North Bay Village - *Sponsored by Commissioner Julianna Strout***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 36.25(H) OF THE VILLAGE CODE OF ORDINANCES, APPROVING AN AGREEMENT WITH DECO BIKE D/B/A CITIBIKE FOR THE PROVISION OF SHARED BIKES WITH DOCKING STATION, IN SUBSTANTIALLY THE FORM PROVIDED; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

Citi Bike Agreement (Draft).docx

RESO DECO.docx

11A6. **Holiday Lights Contract Services - *Dr. Ralph Rosado, Village Manager***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 36.25(H) OF THE VILLAGE CODE OF ORDINANCES, APPROVING A ONE YEAR AGREEMENT WITH CHRISTMAS Design inc FOR THE PROVISION OF HOLIDAY LIGHTS INSTALLATION SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

RESO LIGHTS.docx

North Bay Village - REV3 Holiday PROP 1YR - 10.07.2019.pdf

11A7. **Request to Execute Law Enforcement Mutual Aid Agreements - *Carlos Noriega, Chief of Police***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING MUTUAL AID AGREEMENTS TO ENSURE PUBLIC SAFETY BY PROVIDING ADEQUATE LEVELS OF POLICE SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

RESO PD MUTUAL AID.docx
Exhibit A - Mutual Aid Agreement - North Bay Village and Miami Beach (2019).pdf
Mutual Aid Agreement- North Miami.docx

11A8. **North Bay Village Community Foundation - *Dr. Ralph Rosado, Village Manager***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE CHARTER OFFICIALS TO CREATE THE NORTH BAY VILLAGE COMMUNITY FOUNDATION, INC.; APPROVING DRAFT ARTICLES OF INCORPORATION AND BY-LAWS IN SUBSTANTIALLY THE FORM PROVIDED; APPROVING THE ADMINISTRATION OF THE FOUNDATION FUNDS BY THE MIAMI FOUNDATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE

REsolution_Authorizing_NBV_CF__approving_draft_by-laws_and_administration__2_(2).docx
Exhibit A - Articles of Incorporation (draft).docx
NBV CF - Bylaws.docx
DRAFT - Organization Reserve Fund Agreement_transition from DAF.pdf
The Miami Foundation Admin and Investment Fees.pdf
The Miami Foundation Investment Performance.pdf
Welcome Packet and Additional Information.pdf

11A9. **Emergency Purchase Request Approval and Allocation and Disbursement of State Forfeiture Funds for Police Motorcycle - *Carlos Noriega, Chief of Police***

A RESOLUTION OF THE MAYOR AND THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 36.25(L), WAIVING THE COMPETITIVE BID PROCESS IN FAVOR OF BMW MOTORCYCLES OF JACKSONVILLE FOR THE PURCHASE OF A NEW POLICE MOTORCYCLE; APPROVING THE PURCHASE OF THE MOTORCYCLE USING STATE FORFEITURE FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A PURCHASE AGREEMENT AND EXPEND VILLAGE FUNDS IN FURTHERANCE OF SAME; PROVIDING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

RESO PD MOTORCYCLE.docx

Police Motorcycle-Emergency Purchase Request-Purchase Agreement.pdf

Police Motorcycle.pdf

11A10**Atlantic Broadband 2019-2020 Sponsorship Agreement - *Sponsored by Mayor Brent Latham***

A RESOLUTION OF THE MAYOR AND THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE 2019-2020 ATLANTIC BROADBAND MEDIA SPONSORSHIP AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Resolution_Approving_Media_Sponsorship_Agreement (1).docx

City of North Bay Village - ABB Media Sponsorship Draft 1.pdf

12. Discussion/Action Items.

A. Unfinished Business.

B. New Business.

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor when public comment is open. An opportunity for persons to speak on each item will be made available after the applicant and staffs have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

12B1. **NBV Response to Army Corps of Engineers' Back Bay Study - *Sponsored by Vice Mayor Marvin Wilmoth***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING THE UNITED STATES ARMY CORPS OF ENGINEERS TO INCLUDE THE ENTIRE VILLAGE IN THE MIAMI-DADE BACK BAY COASTAL STORM RISK MANAGEMENT STUDY; PROVIDING FOR TRANSMITTAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE

Sustainability and Resiliency Task Force - Request for Action

RESO ARMY CORPS.docx

12B2. **Transparent Budgeting for Residents - *Sponsored by Mayor Brent Latham***

Budget Presentation.pptx

12B3. **Implementation of Travel Policy - *Dr. Ralph Rosado, Village Manager***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING TRAVEL POLICY; PROVIDING FOR IMPLEMENTATION: AND PROVIDING AN EFFECTIVE DATE

Resolution approving Travel Policy.docx

Memorandum re Travel Authorization.pdf

Exhibit A - NBV Travel Policy - REV.pdf

12B4. **Implementation of Credit Card Policy - *Sandra Siefken, Chief Financial Officer***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING VILLAGE-ISSUED CREDIT CARD POLICY; PROVIDING FOR IMPLEMENTATION: AND PROVIDING AN EFFECTIVE DATE

Credit Card Policy.docx

Travel-FORM 2019.pdf

Resolution Approving Credit Card Policy.docx

12B5. **Advisory Board Appointments - *Elora Riera, Village Clerk***

Replace Appointment on the Resident Services Board

Resident Services Board - Priscilla Salvador.pdf

12B6. **Request for Action from Sustainability and Resiliency Task Force - Amicus Brief**

Request for Action Memorandum Amicus Brief.docx

13. First Reading of Ordinances

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to crossexamination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

13A. **Construction Activity Extensions - *LaRue Planning***

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 96.15 OF THE VILLAGE CODE OF ORDINANCES, ENTITLED, "CONSTRUCTION ACTIVITY," BY ALLOWING THE VILLAGE MANAGER TO AUTHORIZE EXTENSION OF CONSTRUCTION HOURS; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

Matrix 2.pdf

Draft Ord Construction Hours & Fees (3).pdf

13B. **Extension of Moratorium on Public Self Storage Facilities - *Sponsored by Mayor Brent Latham***

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, EXTENDING A MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR ADMINISTRATIVE REVIEW, SITE PLAN APPROVAL, AND BUILDING PERMITS FOR THE USE OF LAND FOR NEW PUBLIC SELF STORAGE FACILITIES FOR A PERIOD OF ONE HUNDRED EIGHTY (180) DAYS; PROVIDING FOR WAIVERS; PROVIDING FOR VESTED RIGHTS; PROVIDING FOR APPEALS; PROVIDING FOR MODIFICATIONS TO VESTED DEVELOPMENTS; REQUIRING EXHAUSTION OF ADMINISTRATIVE REMEDIES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance - Extension of Public Storage Moratorium.docx

13C. ~~**Creating Section 36.27, "Requirement for Village Contractors to Provide Equal Benefits for Domestic Partners" - *Sponsored by Mayor Brent Latham***~~

~~**AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCE BY CREATING SECTION 36.27, "REQUIREMENT FOR VILLAGE CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**~~

14. Public Hearings

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to crossexamination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

15. Adjournment

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT 305-756-7171 EXT. 45 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY VILLAGE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE VILLAGE CLERK, NORTH BAY VILLAGE, 1666 KENNEDY CAUSEWAY. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171 EXT 45. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT www.nbvillage.com.

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).

ITEM NO. 5A

North Bay Village
Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Elora Riera, Village Clerk

THROUGH:

SUBJECT: 2019-07-09 Regular Village Commission Meeting Minutes

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RECOMMENDATION

BACKGROUND AND ANALYSIS
Please see attached minutes.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None.

PERSONNEL IMPACT
None.

North Bay Village

REGULAR VILLAGE COMMISSION MEETING
MINUTES
TUESDAY, JULY 9, 2019
6:30 P.M.
1666 Kennedy Causeway, #101, North Bay Village, FL 33141

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1. Opening Items

A. Call to Order

Mayor Latham called the meeting to order at 6:45 p.m.

B. Roll Call

The following were present at the meeting: Mayor Brent Latham, Vice Mayor Marvin Wilmoth, Commissioner Jose Alvarez, and Commissioner Julianna Strout. Commissioner Andreana Jackson was absent.

C. Pledge of Allegiance

Commission led the audience in the pledge of allegiance.

D. Invocation

Invocation was provided.

2. Order of Business

The following items were taken out of order:

- To move item 12B8 after the consent agenda.

3. Presentations

A. Proclamations and Awards

1. **National Caribbean-American Heritage Month Proclamation to Vice Mayor Wilmoth –** *Sponsored by Mayor Latham*

   Marc Joseph came forward to acknowledge Vice Mayor Wilmoth in connection to the National Carribean-Amerincan Heritage Month.

12

Mayor Latham partially read the National Caribbean-American Heritage Month Proclamation into the record.

2. **Award for Outstanding Services to Detective Manuel Casais and Detective Steve Brent –** *Sponsored by Chief of Police Carlos Noriega*

   Chief Noriega awarded Detective Manuel Casais and Detective Steve Brent for Outstanding Services. Chief Noriega then went on to tell the incident that both detectives dealt with while on duty, and expressed his gratitude for their performance.

B. Special Presentations to Commission

1. **Safe Haven for Newborns Presentation by Nick E. Silverio, Founder –** *Sponsored by Commissioner Strout*

   Nick E. Silverio, Founder of Safe Haven for Newborns came forward to present this item to the Commission.

4. Open Forum

The following people spoke under open forum:

-Kevin Vericker
-Sophie Lebowitz
-Kelly Cox
-Robert Feifer
-Sandra Epps
-Sondra Shumaker
-Indira Dejtiar
-Allen Markleson
-Rachel Streitfeld

5. Approval of Commission Minutes

5A. January 8, 2019 Regular Village Commission Meeting

5B. April 29, 2019 Executive Session – Forfeiture Matter

5C. April 29, 2019 Executive Session - Noriega v. NBV

Vice Mayor made a motion, seconded by Commissioner Strout to approve.

Upon roll call vote, the motion 5 – 0, with Commissioner Alvarez, Commissioner Jackson, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

6. Grant Writer's Written Report

The report was provided to the Commission for review.

7. Advisory Board Minutes/Written Reports

A. Animal Control Advisory Board
i. Chair Cecilia Veloz

B. Business Development Advisory Board
i. Chair Timothy Dennis

C. Citizens Budget & Oversight Board
i. Vice Chair James Rosenberg

D. Community Enhancement Board
i. Vice Chair Ana Rivera

E. Planning & Zoning Board
i. Chair Bud Farrey

F. Resident Services Board
i. Chair Indira Dejtiar

G. Sustainability and Resiliency Task Force
i. Chair Denise O'Brien

Some Board Chair's provided reports to the Commission.

8. Village Commission's Report

The Mayor and Commission provided their reports.

9. Village Attorney's Report

The Interim Village Attorney provided his report to the Commission and announced that there will be a Shade Session in the matter of Tom Columbano vs. North Bay Village and Sam Bejar vs. North Bay Village.

10. Village Manager's Report

The Village Manager provided his report to the Commission.

11. Consent Agenda

Commissioner Jackson made a motion, seconded by Commissioner Strout to approve consent agenda minus the pulled items under the order of business.

Upon roll call vote, the motion: 5 - 0, with Commissioner Alvarez, Commissioner Jackson, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

A. Staff/Commission Items

1. **Nurse Enhancement Initiative –** *Sponsored by Dr. Ralph Rosado, Village Manager*

   A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING ITS PROPORTIONATE SHARE OF FUNDING FOR A SCHOOL REGISTERED NURSE FOR TREASURE ISLAND ELEMENTARY SCHOOL; BUDGETING AND APPROPRIATING FUNDS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER RALPH ROSADO)

   Approved on consent.

2. **Approving the Village's Participation in Monthly Bingo Events –** *Sponsored by Commissioner Strout*

   A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE VILLAGE'S PARTICIPATION IN MONTHLY SENIOR CITIZENS BINGO NIGHTS EVENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE

   Approved on consent.

3. **Memorandum of Understanding between North Bay Village Police Department and Florida Department of Law Enforcement –** *Carlos Noriega, Police Chief*

   Approved on consent.

B. Proclamation/Award/Village Key Requests

12. Discussion/Action Items

A. Unfinished Business

B. New Business

1. **Dog Park Design/Bid Award Services (Village Hall Vacant Site) -** *Dr. Ralph Rosado, Village Manager*

   This item was heard after item 12B8.

   Village Manager Rosado introduced the item. Gianno Feoli of Calvin Giordano and Associates presented the item and answered questions from the Commission.

Public comment was made by the following:

-James Rosenberg
-Sophie Lebowitz
-Sondra Shumaker
-Doris O'Hare
-Kevin Vericker
-Pedro (last name inaudible)
-Rachel Streitfeld

Commissioner Jackson made a motion, seconded by Vice Mayor Wilmoth to approve.

Upon roll call vote, the motion: 5 – 0, with Commissioner Jackson, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

2. **Treasure Island Community Park -** *Sponsored by Mayor Latham*

Mayor Latham introduced the item.

Public comment was made by the following:

-James Rosenberg
-Kevin Vericker
-Denise O'Brien
-Rachel Streitfeld

Commissioner Jackson made a motion, seconded by Vice Mayor Wilmoth to approve.

Upon roll call vote, the motion: 5 – 0, with Commissioner Jackson, Commissioner Strout, Commissioner Alvarez, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

3. **Resolution on Immigrant Child Detention Center in Homestead -** *Sponsored by Mayor Latham*

Mayor Latham introduced the item.

Commissioner Jackson made a motion, seconded by Vice Mayor Wilmoth to approve.

Upon roll call vote, the motion: 4 - 0, with Commissioner Alvarez, Commissioner Jackson, Vice Mayor Wilmoth and Mayor Latham voting for and Commissioner Strout absent for the vote.

4. **Discussion Regarding Interactions with Advisory Boards -** *Sponsored by Mayor Latham*

Mayor Latham introduced the item. Discussion ensued regarding best practices for communication with staff and commission through the boards.

Village Manager Rosado has assigned a staff liaison and a commission liaison to each board to improve communications moving forward.

Public comments were made by the following:

-James Rosenberg
-Kevin Vericker
-Denise O'Brien
-Rachel Streitfeld

5. **Award of Contract for RFP No. 2019-003 Auditing Services -** *Bert Wrains, Finance Director*

Village Manager Rosado introduced the item.

Public comments were made by the following:

-James Rosenberg

Commissioner Jackson made a motion, seconded by Vice Mayor Wilmoth to approve.

Upon roll call vote, the motion: 4 - 0, with Commissioner Alvarez, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and Commissioner Jackson absent for the vote.

6. **FPL Vault Removal at Sakura Property -** *Jose Olivo, Public Works Director*

Public Works Director Olivo introduced the item and answered questions from the Commission.

Commissioner Strout made a motion, seconded by Commissioner Alvarez to approve.

Upon roll call vote, the motion: 4 - 0, with Commissioner Alvarez, Commissioner Strout, Commissioner Jackson and Mayor Latham voting for and Vice Mayor Wilmoth absent for the vote.

7. **Parking Study for Harbor Island and East Treasure Drive -** *Jose Olivo, Public Works Director*

Public Works Director Olivo introduced the item and answered questions from the Commission.

Commissioner Jackson made a motion, seconded by Commissioner Strout to approve.

Upon roll call vote, the motion: 5 – 0, with Commissioner Jackson, Commissioner Strout, Commissioner Alvarez, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

8. **Short-Term Vacation Rental Application Appeal of Denial - 7700 Miami View Drive -** *Dr. Ralph Rosado, Interim Village Manager*

This item was heard after the consent agenda.

Mayor and Commissioner Alvarez disclosed input from residents.

Village Manager Rosado introduced the item. Village Clerk Riera swore in those wishing to provide testimony on the item.

Public comments were made by the following:

-Gregory Michael
-Heidi Nickleman

Commissioner Alvarez made a motion, seconded by Commissioner Strout to approve the denial.

Upon roll call vote, the motion 5 – 0, with Commissioner Alvarez, Commissioner Jackson, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

9. **Animal Control Advisory Board - Feeding Registry –** *Dr. Ralph Rosado, Village Manager*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, MODIFYING THE COMMUNITY CAT-FEEDING PROGRAM; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

Public comments were made by the following:

-Mitch Eidelstein

Commissioner Jackson made a motion, seconded by Commissioner Strout to defer the item.

Upon roll call vote, the motion 5 – 0, with Commissioner Alvarez, Commissioner Jackson, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

10. RFP No. 2019-004 – Electric Scooter Share Pilot Program – Dr. Ralph Rosado, Village Manger

Village Manager Rosado introduced the item.

Public comment made by the following:

-Kevin Vericker
-Pedro (last name inaudible)
-Les (last name inaudible)

Mayor Latham made a reference to item 13G as it pertains to the monitoring and regulating of Electric Scooters in the Village. Discussion ensued in reference to having a code in place in case there is interest in the Electric Scooter Pilot Program in the future.

No action was taken.

13. First Reading of Ordinances

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor when public comment is open. An opportunity for persons to speak on each item will be made available after the applicant and staffs have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

A. ULDC Revision to Fence Standards – *LaRue Planning*

AN ORDINANCE OF NORTH BAY VILLAGE FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT CODE; AMENDING SECTION 8.16(F); CLARIFYING THAT FENCES ON CORNER LOTS SHALL NOT EXCEED 5 FEET IN HEIGHT IN BOTH YARDS WITH STREET FRONTAGE, SETTING A MINIMUM WIDTH FOR REQUIRED LANDSCAPING; ALLOWING FOR GOVERNMENT USES TO CONSTRUCT SAFE AND COMPATIBLE FENCES, WALLS AND HEDGES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Clerk Riera read the title of the ordinance.

Commissioner Strout made a motion, seconded by Commissioner Jackson to approve on first reading.

Upon roll call vote, the motion: 4 - 0, with Commissioner Alvarez, Commissioner Strout, Commissioner Jackson and Mayor Latham voting for and Vice Mayor Wilmoth absent for the vote.

B. ULDC Revision to Coastal Construction Standards – *LaRue Planning*

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 9.12 OF THE UNIFIED LAND DEVELOPMENT CODE, ENTITLED, "COASTAL CONSTRUCTION WITHIN BISCAYNE BAY (NORTH BAY VILLAGE APPROVAL)," BY EXPANDING CRITERIA FOR ADMINISTRATIVE APPROVAL FOR THE CONSTRUCTION OF CERTAIN DOCKS, PIERS, AND/OR SIMILAR STRUCTURES; BY CREATING A VARIANCE PROCESS TO PROVIDE RELEIF FROM THE STRICT ENFORCEMENT OF SECTION 9.12; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

Village Clerk Riera read the title of the ordinance.

Public comment made by the following:

- James Rosenberg

Commissioner Jackson made a motion, seconded by Commissioner Strout to approve this item with the amendment of a 50 ft. length restriction.

Upon roll call vote, the motion 5 – 0, with Commissioner Alvarez, Commissioner Jackson, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

Commissioner Alvarez made a motion, seconded by Commissioner Strout to extend the meeting one (1) hour. Motion was approved unanimously.

C. Amending the Unified Land Development Code – *LaRue Planning*

AN ORDINANCE OF NORTH BAY VILLAGE FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT CODE; MODIFYING SECTION 8.12 BY CLARIFYING THE BONUS HEIGHT REVIEW CRITERIA, CHANGING WHEN BONUS FEES ARE REQUIRED TO BE PAID, AND PROVIDING FOR THE REFUND OF BONUS HEIGHT FEES UPON SITE PLAN EXPIRATION; CREATING A NEW SECTION 8.15 REQUIRING DEVELOPMENT AGREEMENTS FOR PROJECTS SEEKING BONUS DENSITY, BONUS HEIGHT, AND/OR TRANSFER OF DEVELOPMENT RIGHTS APPROVAL(S); AMENDING SECTION 9.3 BY ALLOWING PARKING SPACES CREATED BY MECHANICAL PARKING LIFTS TO COUNT TOWARDS THE TOTAL NUMBER OF REQUIRED PARKING SPACES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

20

Village Clerk Riera read the title of the ordinance.

Public comment made by the following:

-Alexander Tachmes
-Kevin Vericker
-James Rosenberg

Mayor Latham striked refund of bonus fees, providing for vesting and providing for 10% upfront payment and refund criteria deposit.

Commissioner Jackson made a motion, seconded by Commissioner Strout to approve with the amendments offered by Mayor Latham.

Upon roll call vote, the motion 5 – 0, with Commissioner Alvarez, Commissioner Jackson, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

D. Single-Use Plastic Prohibition – *Sponsored by Vice Mayor Wilmoth*

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE UNIFIED LAND DEVELOPMENT BY MODIFYING CHAPTER 13, "VACATION RENTAL LICENSE PROGRAM," INTENSIFYING NOTICE, APPLICATION REQUIREMENTS AND CODE VIOLATION PENALTIES FOR VACATION RENTALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Village Clerk Riera read the title of the ordinance.

Commissioner Jackson made a motion, seconded by Vice Mayor to approve with the amendment to include an education period of 90 days and a 60 day warning period.

Upon roll call vote, the motion 5 – 0, with Commissioner Alvarez, Commissioner Jackson, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

E. Florida Friendly Fertilizer – *Sponsored by Vice Mayor Wilmoth*

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, MODIFYING THE VILLAGE CODE OF ORDINANCES BY CREATING CHAPTER 102, "USE OF FLORIDA-FRIENDLY FERTILIZERS," PERMITTING FOR CERTAIN TYPES OF, AND THE MANNERS BY WHICH, FERTILIZERS CAN BE USED IN THE COMMUNITY; PROVIDING FOR LICENSING, TRAINING, ENFORCEMENT, AND PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Village Clerk Riera read the title of the ordinance.

Public comment was made by the following:

-Robert Glidewell
-Rachel Streitfeld
-Pedro (last name inaudible)

Commissioner Jackson made a motion, seconded by Mayor Latham to defer the item.

Upon roll call vote, the motion 5 – 0, with Commissioner Alvarez, Commissioner Jackson, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

F. Animal Control Advisory Board – Household Cat Limit

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 91.12 OF THE VILLAGE CODE OF ORDINANCES TO RESTRICT THE MAXIMUM NUMBER OF CATS PERMITTED AND PROHIBITING THE FEEDING OF FERAL ANIMALS EXCEPT THROUGH A VILLAGE FEEDER PROGRAM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Village Clerk Riera read the title of the ordinance.

Commissioner Jackson made a motion, seconded by Commissioner Strout to defer the item.

Upon roll call vote, the motion 5 – 0, with Commissioner Alvarez, Commissioner Jackson, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

G. Creation of Code for Motorized Scooters

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCE BY CREATING CHAPTER 74, "SHARED MOBILITY DEVICES"; AUTHORIZING OPERATION OF SHARED MOBILITY DEVICES ON CERTAIN VILLAGE RIGHTS-OF-WAY; PROVIDING FOR REGULATIONS FOR SAME; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

This item was discussed with agenda item 12B10.

Public comment was made by the following:

-Kevin Vericker

-Pedro (last name inaudible)
-Les (last name inaudible)

No action was taken.

14. Public Hearings

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

A. Short-Term Vacation Rentals – *Sponsored by Mayor Brent Latham and Co-Sponsored by Commissioner Jose Alvarez*

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE UNIFIED LAND DEVELOPMENT BY MODIFYING CHAPTER 13, "VACATION RENTAL LICENSE PROGRAM," INTENSIFYING NOTICE, APPLICATION REQUIREMENTS AND CODE VIOLATION PENALTIES FOR VACATION RENTALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Commissioner Jackson made a motion, seconded by Commissioner Strout amending to empower the Village Manager to initiate action seeking on nuisance and injunction relief.

Upon roll call vote, the motion 5 – 0, with Commissioner Alvarez, Commissioner Jackson, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

B. Schonberger Tot Lot Park Age Restrictions – *Sponsored by Mayor Latham and Co-Sponsored by Commissioner Jackson*

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES BY REVISING SECTION 97.11, "TODDLER PARK," TO CHANGE THE MAXIMUM AGE OF CHILDREN ABLE TO UTILIZE THE PARK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Commissioner Jackson made a motion to defer to September's Regular Commission Meeting, seconded by Commissioner Strout to approve.

Upon roll call vote, the motion 5 – 0, with Commissioner Alvarez, Commissioner Jackson, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

C. Dock Waiver at 7937 West Drive - *LaRue Planning*

AN APPLICATION BY NAFDOF NBVMF LLC, CONCERNING PROPERTY AT 7937 WEST DRIVE, HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA, FOR A WAIVER, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE, FOR THE CONSTRUCTION OF A DOCK WHICH WILL EXTEND BEYOND THE D-5 TRIANGLE AND BEYOND 25 FEET FROM THE SEAWALL; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Jackson made a motion, seconded by Commissioner Strout to approve subject to staff recommendations.

Upon roll call vote, the motion 5 – 0, with Commissioner Alvarez, Commissioner Jackson, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

15. Adjournment

There being no further business to come before the Commission at this time, the meeting was adjourned at 12:32 a.m.

Respectfully submitted.

Accepted this ____ day of _____, 2019.

_____
Brent Latham, Mayor

Attest:

_____
Elora Riera, CMC
Village Clerk

ITEM NO. 5B

North Bay Village
Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Elora Riera, Village Clerk

THROUGH:

SUBJECT: 2019-07-09 Special Commission Meeting Minutes

RECOMMENDATION

BACKGROUND AND ANALYSIS
Please see attached minutes.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None.

PERSONNEL IMPACT
None.

North Bay Village

SPECIAL VILLAGE COMMISSION MEETING
MINUTES
July 9, 2019
4:30 P.M.
1666 Kennedy Causeway, #101, North Bay Village, FL 33141

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1. Opening Items

A. Call to Order

Mayor Latham called the meeting to order at 4:43 p.m.

B. Pledge of Allegiance

The pledge of allegiance was recited.

C. Roll Call

Present were the following: Mayor Brent Latham, Vice Mayor Marvin Wilmoth, Commissioner Jose Alvarez, Commissioner Andreana Jackson and Commissioner Julianna Strout.

2. Adoption of the Proposed Budget, Tentative Millage Rates and Dates for two (2) Public Hearings in September

Village Manager Ralph Rosado introduced the item.

Finance Director Bert Wrains presented the proposed budget and answered questions from the Commission.

After some discussion, Commissioner Strout made a motion to approve the resolution with the amendment to correct the year on the hearing dates, the name of the Village Manager in the caption of the resolution title and the First Public hearing meeting time to 7:30 p.m. Vice Mayor Wilmoth seconded the motion which carried 4-0 on voice vote.

3. Public Comments

James Rosenberg and Sondra Shumaker spoke under public comments.

4. Adjournment

Commissioner Strout made a motion to adjourn the meeting at 6:06 p.m. Commissioner Alvarez seconded the motion which carried unanimously.

Respectfully submitted,

Accepted this 7th day of October, 2019.

_____
Brent Latham, Mayor

Attest:

_____
Elora Riera, CMC
Village Clerk

ITEM NO. 5C

North Bay Village
Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Elora Riera, Village Clerk

THROUGH:

SUBJECT: 2019-07-22 Second Regular Village Commission Meeting Minutes

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RECOMMENDATION

BACKGROUND AND ANALYSIS
Please see attached minutes.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None.

PERSONNEL IMPACT
None.

North Bay Village

2nd REGULAR VILLAGE COMMISSION MEETING
MINUTES
MONDAY, JULY 22, 2019
5:30 P.M.
1666 Kennedy Causeway, #101, North Bay Village, FL 33141

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1. Opening Items

A. Call to Order

Meeting was called to order at 5:49 p.m.

B. Roll Call

The following were present at the meeting: Mayor Brent Latham, Vice Mayor Marvin Wilmoth, Commissioner Julianna Strout., and Commissioner Jose Alvarez and Commissioner Andreana Jackson were absent.

C. Pledge of Allegiance

Commission led the audience in the pledge of allegiance.

D. Invocation

No Invocation provided.

2. Consent Agenda

A. Staff Items

Motion made by Commissioner Strout to move 5D and 5E after 3B1, seconded by Vice Mayor Wilmoth.

Upon roll call vote, the motion 3 – 0, with Commissioner Strout, Vice Mayor, and Mayor Latham voting for, and Commissioner Jackson and Commissioner Alvarez were absent.

1. Approving Amended 2019 Neat Streets Grant

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED NEAT STREETS MIAMI MATCHING GRANT AWARD FROM MIAMI DADE COUNTY PARKS, RECREATION, AND OPEN SPACES DEPARTMENT IN THE AMOUNT OF $11,948.00; AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO EXECUTE THE TREE PLANTING AGREEMENT; AUTHORIZING THE PURCHASE OF STREET TREES PURSUANT TO SECTION 36.25(L) OF THE VILLAGE CODE OF ORDINANCES; PROVIDING FOR IMPLEMENTATION: AND PROVIDING AN EFFECTIVE DATE (INTRODUCED BY VILLAGE MANAGER RALPH ROSADO)

2. Adoption of the 3 Year Contract for the International Baccalaureate Program at Treasure Island Elementary School (TIES)

Commissioner Strout made a motion to move this item after item 5D, seconded by Vice Mayor Wilmoth to approve.

Upon roll call vote, the motion 3 – 0, with Commissioner Strout, Vice Mayor, and Mayor Latham voting for, and Commissioner Jackson and Commissioner Alvarez were absent.

Motion made by Commissioner Strout to approve the agreement and the expenditure for one year, in the amount of $130,000, pursuant to the agreement and the substantial perform provided, while also having quarterly reports, seconded by Vice Mayor Wilmoth.

Upon roll call vote, the motion 3 – 0, with Commissioner Strout, Vice Mayor, and Mayor Latham voting for, and Commissioner Jackson and Commissioner Alvarez were absent.

3. Ratification of Human Resources Director

Human Resources Director, Carla Gomez, introduced herself and expressed her excitement to be considered for the position. Village Commission welcomed Carla Gomez as our new Human Resources Director.

B. Proclamation/Award/Village Key Requests

None.

3. Open Forum

Residents from 1850 S. Treasure Drive spoke in reference to a new owner of the building and expressed concerns. All residents were served with eviction notices since the new owner took over.

30

4. Discussion/Action Items

A. Unfinished Business

None.

B. New Business

1. Master Plan RFQ No. 2019-002 Land Development Regulations

Village Manager Ralph Rosado briefly spoke about this ordinance and explained in depth some history to it.

The following also spoke in reference to this item and answered questions from Village Commission:

-Managing Partner of DPZ CoDesign, Galina Tachieva
-Partner of DPZ CoDesign, Senen Aritenio
-Regional Practice Leader for KCI, Bruce Reed
-KCI, Erin Sita
-Practice Leader of KCI, Heidi Siegel
-Bermello's Randy Hollingworth
-Bermello's Alfredo Sanchez

Public Comment made by the following:

-Rachel Streitfeld
-James Rosenberg

Motion made by Vice Mayor to choose DPZ CoDesign as selection, seconded by Mayor Latham.

Upon roll call vote, the motion 2 – 1, with Vice Mayor, and Mayor Latham voting for, Commissioner Strout voting against, and Commissioner Jackson and Commissioner Alvarez were absent.

Motion made by Vice Mayor to allow Village Manager Ralph Rosado to make selection. Motion died for lack of second.

2. Discussion Regarding Halloween Event

Motion made by to keep the Halloween Event the same as last year,

Commissioner Strout provided a video that presented the Little Light Foundation's Halloween event that included games, activities, and trick or treating for kids. Village Manager spoke on trying to pick what to use for this year's Halloween Event. Sondra Shumaker spoke in reference to the Little Light House Foundation and expressed her concern of funding. Last year, the Little Light House Foundation event was not funded by the Village; this will remain as is. No motion made.

Public comment made by the following:

-Lidia Cantave
-Rachel Streitfeld

3. Cancellation of August Commission Meeting for Summer Vacation

Motion made by Vice Mayor Wilmoth, seconded by Commissioner Strout.

Upon roll call vote, the motion 3 – 0, with Commissioner Strout, Vice Mayor, and Mayor Latham voting for, and Commissioner Jackson and Commissioner Alvarez were absent.

4. Swearing in of Village Manager, Dr. Ralph Rosado

Village Manager, Dr. Ralph Rosado was sworn in.

5. First Reading of Ordinances

None.

6. Public Hearings

A. ULDC Revision to Fence Standards – *LaRue Planning*

AN ORDINANCE OF NORTH BAY VILLAGE FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT CODE; AMENDING SECTION 8.16(F); CLARIFYING THAT FENCES ON CORNER LOTS SHALL NOT EXCEED 5 FEET IN HEIGHT IN BOTH YARDS WITH STREET FRONTAGE, SETTING A MINIMUM WIDTH FOR REQUIRED LANDSCAPING; ALLOWING FOR GOVERNMENT USES TO CONSTRUCT SAFE AND COMPATIBLE FENCES, WALLS AND HEDGES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Vice Mayor to approve on second reading, seconded by Commissioner Strout.

Upon roll call vote, the motion 3 – 0, with Commissioner Strout, Vice Mayor, and Mayor Latham voting for, and Commissioner Jackson and Commissioner Alvarez were absent.

B. ULDC Revision to Coastal Construction Standards – *LaRue Planning*

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 9.12 OF THE UNIFIED LAND DEVELOPMENT CODE, ENTITLED, "COASTAL CONSTRUCTION WITHIN BISCAYNE BAY (NORTH BAY VILLAGE APPROVAL)," BY EXPANDING CRITERIA FOR ADMINISTRATIVE APPROVAL FOR THE CONSTRUCTION

OF CERTAIN DOCKS, PIERS, AND/OR SIMILAR STRUCTURES; BY CREATING A VARIANCE PROCESS TO PROVIDE RELEIF FROM THE STRICT ENFORCEMENT OF SECTION 9.12; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

Motion made by Commissioner Strout to approve on second reading, seconded by Vice Mayor Wilmoth.

Upon roll call vote, the motion 3 – 0, with Commissioner Strout, Vice Mayor, and Mayor Latham voting for, and Commissioner Jackson and Commissioner Alvarez were absent.

C. Amending the Unified Land Development Code – *LaRue Planning*

AN ORDINANCE OF NORTH BAY VILLAGE FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT CODE; MODIFYING SECTION 8.12 BY CLARIFYING THE BONUS HEIGHT REVIEW CRITERIA, CHANGING WHEN BONUS FEES ARE REQUIRED TO BE PAID, AND PROVIDING FOR THE REFUND OF BONUS HEIGHT FEES UPON SITE PLAN EXPIRATION; CREATING A NEW SECTION 8.15 REQUIRING DEVELOPMENT AGREEMENTS FOR PROJECTS SEEKING BONUS DENSITY, BONUS HEIGHT, AND/OR TRANSFER OF DEVELOPMENT RIGHTS APPROVAL(S); AMENDING SECTION 9.3 BY ALLOWING PARKING SPACES CREATED BY MECHANICAL PARKING LIFTS TO COUNT TOWARDS THE TOTAL NUMBER OF REQUIRED PARKING SPACES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Vice Mayor Wilmoth with the amendment for 10% non-refundable deposit paid within 90 days, seconded by Mayor Latham.

Upon roll call vote, the motion 3 – 0, with Commissioner Strout, Vice Mayor, and Mayor Latham voting for, and Commissioner Jackson and Commissioner Alvarez were absent.

Public comment made by the following:

-Alexander Tachmes

D. Single-Use Plastic Prohibition – *Sponsored by Vice Mayor Wilmoth*

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE IX "GENERAL REGULATIONS," BY CREATING CHAPTER 102, "PROHIBITION ON USE, DISTRIBUTION OR SALE OF SINGLE-USE PLASTICS"; AMENDING CHAPTER 153, "CODE ENFORCEMENT," BY REVISING SECTION 153.04, "SCHEDULE

OF CIVIL PENALTIES" TO CREATE RELATED PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Motion made by Vice Mayor Wilmoth with the amendment to remove the $25 fee on individuals/ residential component, and the time frame of warning beginning August 1, 2019 to January 1, 2020, seconded by Mayor Latham.

Upon roll call vote, the motion 3 – 0, with Commissioner Strout, Vice Mayor, and Mayor Latham voting for, and Commissioner Jackson and Commissioner Alvarez were absent.

Public comment made by the following:

-Robert McKnight
-Richard Chervony

E. Florida Friendly Fertilizer – *Sponsored by Vice Mayor Wilmoth*

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, MODIFYING THE VILLAGE CODE OF ORDINANCES BY CREATING CHAPTER 102, "USE OF FLORIDA-FRIENDLY FERTILIZERS," PERMITTING FOR CERTAIN TYPES OF, AND THE MANNERS BY WHICH, FERTILIZERS CAN BE USED IN THE COMMUNITY; PROVIDING FOR LICENSING, TRAINING, ENFORCEMENT, AND PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Motion made by Vice Mayor Wilmoth to re-include summer ban and to allow residents to opt out and apply for exemption, seconded by Mayor Latham.

Upon roll call vote, the motion 3 – 0, with Commissioner Strout, Vice Mayor, and Mayor Latham voting for, and Commissioner Jackson and Commissioner Alvarez were absent.

Public comment made by the following:

-Gudrun Volker
-Doug Hornsby
-Miami Waterkeeper's Research Director, Andrew Carter
-Miami Waterkeeper's intern Nicole Sedran

7. Adjournment

There being no further business to come before the Commission at this time, the meeting was adjourned at 9:43 P.M.

Respectfully submitted.

Accepted this ___ day of ___, 2019.

_____
Brent Latham, Mayor

Attest:

_____

ITEM NO. 5D

North Bay Village
Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Elora Riera, Village Clerk

THROUGH:

SUBJECT: 2019-09-10 Regular Village Commission Meeting Minutes

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RECOMMENDATION

BACKGROUND AND ANALYSIS
Please see attached minutes.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None.

PERSONNEL IMPACT
None.

North Bay Village

REGULAR VILLAGE COMMISSION MEETING
MINUTES
SEPTEMBER 10, 2019
6:30 PM
1666 Kennedy Causeway North Bay Village, FL 33141

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1. Opening Items

A. Call to Order

Mayor Latham called the meeting to order at 6:37 p.m.

B. Roll Call

Present were the following: Mayor Brent Latham, Vice Mayor Marvin Wilmoth*, Commissioner Jose Alvarez, Commissioner Andreana Jackson and Commissioner Julianna Strout.

*Vice Mayor arrived at 6:41 p.m.

C. Pledge of Allegiance

The pledge of allegiance was recited.

D. Invocation

Chief of Police Carlos Noriega and the Honor Guard presented the flag. Pastor Robert Fountain of Miami Beach Calvary Church provided the invocation.

2. Order of Business

The following items were taken out of order:

- Move 14A up to presentations
- pull 11J for discussion
- pull 11K for discussion
- pull 11I for discussion
- pull 11E for discussion
- pull 11C for discussion

3. Presentations

A. Proclamations and Awards

3A1. **Recognition for Officer Amy Suarez**

Officer Amy Suarez was recognized for her hard work and dedication.

3A2. **Recognition for Summer Camp Counselors**

Summer Camp Counselors were recognized for their hard work.

3A3. **Recognition for Public Works Staff**

The Public Works staff were recognized for her hard work and dedication.

3A4. **Presentation to Nick Quay and the ML40FLL for their Assistance on the Butterfly Garden at Vogel Park**

Nick Quay and the ML40FLL were recognized for their assistance on the butterfly garden.

3A5. **Proclamation for Childhood Cancer Awareness Month**

Commissioner Strout presented a proclamation in recognition of Childhood Cancer Awareness month. The Police Department presented a gift to resident, Jake.

4. Open Forum

The following people spoke under open forum:

- Gudren Vulker
- Pilar Samoza
- Richard Chervony
- Kevin Vericker
- Alan Markelson

5. Approval of Commission Minutes

5A. **Re-Approval of Minutes - February 28, 2019 - Revised**

5B. **Approval of Minutes - June 11, 2019 Regular Village Commission Meeting**

5C. **Approval of Minutes - May 14, 2019 Regular Commission Meeting**

5D. **Approval of Minutes - May 14, 2019 Special Village Commission Meeting**

5E. **Approval of Meeting Minutes - December 12, 2018 Regular Village Commission Meeting**

Commissioner Strout made a motion, seconded by Commissioner Jackson to approve.

Upon roll call vote, the motion: 5 - 0, with Commissioner Alvarez, Commissioner Jackson, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

6. Grant Writer's Written Report

The report was provided to the Commission for their review.

7. Advisory Board Minutes/Written Reports.

7A. **2019-07-11 Animal Control Advisory Board Meeting Minutes**

7B. **2019-06-24 Business Development Advisory Board Meeting Minutes**

7C. **2019-07-16 Citizen's Budget and Oversight Board Meeting Minutes**

7D. **2019-06-05 Community Enhancement Board Meeting Minutes**

7E. **2019-06-12 Resident Services Advisory Board Meeting Minutes**

7F. **2019-07-23 Sustainability and Resiliency Task Force Meeting Minutes**

Some Board Chair's provided reports to the Commission.

8. Village Commission's Report

The Mayor and Commission provided their reports.

9. Village Attorney's Report

The Village Attorney provided his report to the Commission.

10. Village Manager's Report

The Village Manager provided his report to the Commission.

11. Consent Agenda

A. Staff/Commission Items

Commissioner Jackson made a motion, seconded by Commissioner Strout to approve consent agenda minus the pulled items under the order of business.

Upon roll call vote, the motion: 5 - 0, with Commissioner Alvarez, Commissioner Jackson, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

11A. **Property Assessed Clean Energy Program (PACE)**

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, FLORIDA, CREATING A PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM WITHIN NORTH BAY VILLAGE BY PARTICIPATING IN THE PACE PROGRAMS OF THE FLORIDA GREEN FINANCE AUTHORITY, THE FLORIDA PACE FUNDING AGENCY, THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT, AND THE FLORIDA RESILIENCY AND ENERGY DISTRICT TO PROVIDE A MECHANISM FOR THE VOLUNTARY FINANCING OF ENERGY CONSERVATION AND EFFICIENCY IMPROVEMENTS, RENEWABLE ENERGY IMPROVEMENTS, AND WIND RESISTANCE IMPROVEMENTS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE PARTY MEMBERSHIP AGREEMENT WITH THE FLORIDA GREEN FINANCE AUTHORITY, A NON-EXCLUSIVE INTERLOCAL AGREEMENT WITH THE FLORIDA PACE FUNDING AGENCY, A NON-EXCLUSIVE MEMBERSHIP AGREEMENT WITH THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT, AND A NON-EXCLUSIVE LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT WITH THE FLORIDA RESILIENCY AND ENERGY DISTRICT, PURSUANT TO WHICH SUCH ENTITIES OR THEIR ADMINISTRATORS WILL ADMINISTER THEIR RESPECTIVE VOLUNTARY PACE FINANCING PROGRAM FOR SUCH IMPROVEMENTS WITHIN NORTH BAY VILLAGE; AUTHORIZING AND DIRECTING VILLAGE OFFICIALS, OFFICERS, AND EMPLOYEES TO TAKE SUCH ACTIONS AS MAY BE NECESSARY OR DESIRABLE IN FURTHERANCE OF THE PURPOSES OF THIS RESOLUTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Approved on consent.

11B. **Florida Department of Transportation Agreement for Green Color Bike Lanes-Kennedy Causeway**

Approved on consent.

11C. **North Bay Village Roadway Pavement Rehabilitation Design Services**

This item was pulled from consent for discussion.

Commissioner Jackson made a motion, seconded by Commissioner Alvarez to approve.

Upon roll call vote, the motion: 4 - 0, with Commissioner Alvarez, Commissioner Jackson, Vice Mayor Wilmoth and Mayor Latham voting for and Commissioner Strout absent for the vote.

11D. **Florida Mayors Summit on Flooding and Sea Level Rise**

Approved on consent.

11E. **Resolution Authorizing the Waiver of Competitive Bidding and to Authorize the Village Manager to Execute a Contract with Automated Data Processing (ADP) for Payroll, Timekeeping and Human Capital Management Solutions**

This item was pulled from consent for discussion.

Commissioner Jackson made a motion, seconded by Vice Mayor Wilmoth to approve.

Upon roll call vote, the motion: 4 - 0, with Commissioner Alvarez, Commissioner Jackson, Vice Mayor Wilmoth and Mayor Latham voting for and Commissioner Strout absent for the vote.

11F. **Miami Beach Chamber of Commerce Conference in Curacao**

Approved on consent.

11G. **Commission Meeting and Agenda Procedures**

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, UPDATING AND RESTATING PROCEDURES AND STANDARDS FOR COMMISSION MEETINGS AND AGENDA ITEMS AND NOTICES RELATED THERETO; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Approved on consent.

11H. **Request to Join Efforts Regarding Proposed Constitutional Amendment Regarding Assault Weapons**

Approved on consent.

11I. **Engagement Agreement with Weiss Serota Helfman Cole and Bierman for Legal Services**

Commission took a recess at 10:07 p.m. and reconvened at 10:18 p.m.

This item was pulled from consent for discussion.

Commissioner Jackson made a motion, seconded by Vice Mayor Wilmoth to approve.

Upon roll call vote, the motion : 5 - 0, with Commissioner Alvarez, Commissioner Jackson, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

11J. **Annual Renewal of FDOT Landscape Maintenance Agreement of Kennedy Causeway**

This item was pulled from consent for discussion.

Commissioner Jackson made a motion, seconded by Commissioner Strout to approve with amendment to allow the Village Manager to have the discretion to negotiate with the FDOT.

Upon roll call vote, the motion: 5 - 0, with Commissioner Alvarez, Commissioner Jackson, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

11K. **Approval of Contract for Employee Insurance Coverage**

This item was pulled from consent for discussion.

Lidia Cantave, Dale Penn and Jack Rattner spoke under public comments.

Vice Mayor Wilmoth made a motion, seconded by Commissioner Jackson to accept HMO plan with the caveat that the Village Manager work with the FOP and provide information as quickly as possible to the employees.

Upon roll call vote, the motion: 3 - 2, with, Commissioner Alvarez, Commissioner Jackson and Vice Mayor Wilmoth voting for and Commissioner Strout and Mayor Latham voting against.

11L. **Approval of Expenditure to Cover Cap Cost Reductions for New Police Vehicles**

Approved on consent.

11M. **Hurricane Dorian Declaration of State of Emergency**

Approved on consent.

12. Discussion/Action Items.

B. New Business

12B1. **Dog Park Update**

Commissioner Strout made a motion, seconded by Vice Mayor Wilmoth to move forward with the proposed design.

Upon roll call vote, the motion: 5 - 0, with Commissioner Alvarez, Commissioner Jackson, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

12B2. **Island Walk Resolution**

Commissioner Strout made a motion, seconded by Commissioner Jackson to adopt the name Island Walk.

Upon roll call vote, the motion: 5 - 0, with Commissioner Alvarez, Commissioner Jackson, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

12B3. **2020-21 State Appropriations Project Requests**

Commissioner Strout made a motion, seconded by Vice Mayor Wilmoth to add Island walk to the projects.

Upon roll call vote, the motion: 5 - 0, with Commissioner Alvarez, Commissioner Jackson, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

13. First Reading of Ordinance

None.

14. Public Hearings

14A. **Schonberger Tot Lot Park Age Restrictions**

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES BY REVISING SECTION 97.11, "TODDLER PARK," TO CHANGE THE MAXIMUM AGE OF CHILDREN ABLE TO UTILIZE THE PARK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Commissioner Strout made a motion, seconded by Commissioner Jackson to approve.

Upon roll call vote, the motion Passed: 5 - 0, with Vice Mayor Wilmoth, Commissioner Alvarez, Commissioner Jackson, Commissioner Strout, Mayor Latham voting for and none voting against.

15. Adjournment

Commissioner Jackson made a motion, seconded by Commissioner Strout to adjourn at 10:48 p.m.

Upon roll call vote, the motion: 5 - 0, with Commissioner Alvarez, Commissioner Jackson, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

Respectfully submitted,

Accepted this 7th day of October, 2019.

_____
Brent Latham, Mayor

Attest:

_____
Elora Riera, CMC
Village Clerk

ITEM NO. 5E

North Bay Village
Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Elora Riera, Village Clerk

THROUGH:

SUBJECT: 2019-09-12 First Public Hearing Minutes

RECOMMENDATION

BACKGROUND AND ANALYSIS
Please see attached minutes.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None.

PERSONNEL IMPACT
None.

North Bay Village

FIRST PUBLIC HEARING
MINUTES
SEPTEMBER 12, 2019
6:30 P.M.
1666 Kennedy Causeway, #101, North Bay Village, FL 33141

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1. Opening Items

A. Call to Order

Mayor Latham called the meeting to order at 7:35 p.m.

B. Roll Call

Present were the following: Mayor Latham, Vice Mayor Wilmoth, Commissioner Alvarez, Commissioner Jackson and Commissioner Strout.

C. Pledge of Allegiance

The pledge of allegiance was recited.

2. Order of Business

2A. FY 2020 Proposed Budget Presentation

Senior Accountant Sandra Siefken provided the budget presentation.

2B. Resolution Adopting Tentative Millage Rate

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA, ESTABLISHING AND ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR NORTH BAY VILLAGE FOR FISCAL YEAR 2019-2020 IN THE AMOUNT OF 5.4992 MILLS, WHICH IS 2.33% HIGHER THAN THE ROLLED-BACK RATE, TO BALANCE THE GENERAL FUND; ESTABLISHING THE ROLLED BACK RATE TO BE 5.3740 MILLS; ESTABLISHING THE DEBT SERVICE MILLAGE RATE AT 0.6187 MILLS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

Village Clerk read the title of the resolution.

Commissioner Jackson made a motion, seconded by Commissioner Strout to table the item to discuss item 2C.

Upon roll call vote, the motion: 5 - 0, with Jose R Alvarez, Commissioner Jackson, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

The item was resumed for consideration.

Village Clerk Riera read the title of the resolution.

Commissioner Strout made a motion, seconded by Commissioner Jackson to Motion to accept the proposed millage rate.

Upon roll call vote, the motion: 5 - 0, with Jose R Alvarez, Commissioner Jackson, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

2B1. Public Comments

Mariso De Colsa and Fane Lozman spoke under public comments.

2C. Resolution Adopting Tentative Budget

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, OF MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE TENTATIVE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; AUTHORIZING THE EXPENDITURE OF FUNDS APPROPRIATED IN THE BUDGET; ACKNOWLEDGING THE LEVY AND COLLECTION OF TAXES ON REAL AND PERSONAL PROPERTY AND OTHER REVENUES NECESSARY TO MEET THE EXPENDITURES PROVIDED IN THE BUDGET; PROVIDING FOR TRANSMITTAL BY THE VILLAGE CLERK; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

Village Clerk Riera read the title of the resolution.

Commission discussed the changes to the proposed budget. Some topics included the holiday lights, fireworks, COLA and merit increases for employees and storage space for event supplies.

Commissioner Strout made a motion, seconded by Commissioner Jackson to table the item to return to item 2B.

The item was resumed for consideration.

Commissioner Strout made a motion, seconded by Commissioner Jackson to Motion to approve tentative budget.

Upon roll call vote, the motion: 5 - 0, with Jose R Alvarez, Commissioner Jackson, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

2C1. Public Comments

Mariso De Colsa, Alan Markelson, Fane Lozman, James Rosenberg, Jack Rattner, and Margaret Martinez spoke under public comments.

3. Adjournment

Vice Mayor Wilmoth made a motion, seconded by Commissioner Strout to adjourn at 10:07 p.m.

Upon roll call vote, the motion: 5 - 0, with Jose R Alvarez, Commissioner Jackson, Commissioner Strout, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

Respectfully submitted,

Accepted this 7th day of October, 2019.

_____
Brent Latham, Mayor

Attest:

_____
Elora Riera, CMC
Village Clerk

ITEM NO. 5F

North Bay Village
Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Elora Riera, Village Clerk

THROUGH:

SUBJECT: 2019-09-24 Final Public Hearing Minutes

RECOMMENDATION

BACKGROUND AND ANALYSIS
Please see attached minutes.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None.

PERSONNEL IMPACT
None.

North Bay Village

FINAL PUBLIC HEARING VILLAGE COMMISSION MEETING
MINUTES
SEPTEMBER 24, 2019
6:30 PM
1666 Kennedy Causeway North Bay Village, FL 33141

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1. Opening Items

A. Call to Order

Mayor Latham called the meeting to order at 6:38 p.m.

B. Roll Call

Present were the following: Mayor Brent Latham, Vice Mayor Marvin Wilmoth*, Commissioner Jose Alvarez, Commissioner Andreana Jackson and Commissioner Julianna Strout.

*Vice Mayor Wilmoth arrived at 6:41 p.m.

C. Pledge of Allegiance

The pledge of allegiance was recited.

2. Order of Business

2A. Proposed FY2020 Budget Presentation

Village Manager Rosado provided his budget message. Senior Accountant Sandra Siefken presented the budget. Staff answered any questions from the Commissioners.

2B. Resolution Adopting Final Millage Rate

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA, ESTABLISHING AND ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR NORTH BAY VILLAGE FOR FISCAL YEAR 2019-2020 IN THE AMOUNT OF 5.4992 MILLS, WHICH IS 2.33% HIGHER THAN THE ROLLED-BACK RATE, TO BALANCE THE GENERAL FUND; ESTABLISHING THE ROLLED BACK RATE TO BE 5.3740 MILLS; ESTABLISHING THE DEBT SERVICE MILLAGE RATE AT 0.6187 MILLS; PROVIDING FOR TRANSMITTAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Village Clerk Riera read the title of the resolution.

Commissioner Jackson made a motion, seconded by Commissioner Strout to table the item.

Upon voice vote, the motion: 5-0, with Commissioner Jackson, Commissioner Strout, Commissioner Alvarez, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

The item was resumed for consideration. Village Clerk Riera read the title of the resolution.

Commissioner Strout made a motion, seconded by Commissioner Jackson to approve millage rate as presented.

Upon roll call vote, the motion: 5-0, with Commissioner Jackson, Commissioner Strout, Commissioner Alvarez, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

2B1. Public Comments

James Rosenberg spoke under public comment.

2C. Resolution Adopting Final Budget

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, OF MIAMI-DADE COUNTY, FLORIDA, ADOPTING THE FINAL ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; AUTHORIZING THE EXPENDITURE OF FUNDS APPROPRIATED IN THE BUDGET; ACKNOWLEDGING THE LEVY AND COLLECTION OF TAXES ON REAL AND PERSONAL PROPERTY AND OTHER REVENUES NECESSARY TO MEET THE EXPENDITURES PROVIDED IN THE BUDGET; PROVIDING FOR TRANSMITTAL BY THE VILLAGE CLERK; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR AN EFFECTIVE DATE

Village Clerk Riera read the title of the resolution.

Mayor Latham provided a PowerPoint presentation.

Vice Mayor Wilmoth made a motion, seconded by Commissioner Jackson to table the budget.

Upon voice vote, the motion: 5-0, with Commissioner Jackson, Commissioner Strout, Commissioner Alvarez, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

The item was resumed for consideration. Village Clerk Riera read the title of the resolution.

Commissioner Jackson made a motion, seconded by Commissioner Strout to approve the budget.

Upon roll call vote, the motion: 5-0, with Commissioner Jackson, Commissioner Strout, Commissioner Alvarez, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

2C1. Public Comments

Kevin Vericker, Pilar Somoza, Richard Chervony (Lidia Cantave gave her two minutes to Richard Chervony), James Rosenberg, Mario Garcia and Jack Rattner spoke under public comments.

3. Adjournment

Marvin Wilmoth made a motion, seconded by Andreana Jackson to Adjourn at 8:34 p.m.

Upon voice vote, the motion: 5-0, with Commissioner Jackson, Commissioner Strout, Commissioner Alvarez, Vice Mayor Wilmoth and Mayor Latham voting for and none voting against.

North Bay Village

BUSINESS DEVELOPMENT ADVISORY BOARD MEETING

MINUTES

MONDAY, JULY 29, 2019 – 6:30 P.M.

1666 Kennedy Causeway, #101, North Bay Village, FL 33141

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1. **Call to Order/Roll Call**
   - **A.** Call to order @ 6:38pm
   - **B.** 100% attendance of the Board.
     - i. Dennis, Jacob, O'Brien, Quay, Rosenberg in attendance.
   - **C.** Mayor Brent Latham, Commissioner Julianna Strout was in attendance.
   - **D.** Daniella Romero was in attendance. Daniella is the new Special Events / Community Engagement Manager.

2. **Approval of Meeting Minutes:**
   - **A.** Motion made by Tim Dennis, seconded by Nick Quay. All voted in favor.

3. **Old Business**
   - **A.** Previous agenda documentation approved 100% of the Board.
     - i. Hard Copies handed out at the meeting for reference.

4. **New Business**
   - **A.** SUP event update provided by Vice Chair Quay on event actives to date and the next steps.:
     - i. Vibrant discussion among board members regarding the events next steps and funding potentially required in addition to the $10,000 title sponsorship commitment from North Bay Village. Open items being: Confirmation of date, Insurance coverage, Collateral support – i.e. Police, EMS, Fire, Sanitation, road closures, sponsorships, parking, land fees. etc.
       1. The date has been moved from August 31, 2019 to a date TBD.
     - ii. SUP event will move from the Business Development Boards Purview to the Residents Services Board's Purview.
       1. Proposed by Tim Dennis and second by James Rosenberg
       2. Nick Quay will still lead the efforts on the event.
       3. Nick Quay had requested volunteers from the Board to assist.
          - a. Paul Jacob offered assistance.

B. Survey to Business and Residents
- i. Proposal made to table until the next Board Meeting.
- ii. Proposed by Paul Jacob and Second by Tim Dennis
- iii. Plan to meet with City Manager to discuss design and process in the Interim.
    1.
- iv. Tabled until July meeting.

C. SWOT analysis
- i. Vibrant discussion by the Commission
- ii. (3) members of the public audience provided input.
- iii. Further discussion on the topic needed and explanation of how the SWOT was developed.
- iv. Brief Discussion of recent advancements made in the Village:
    1. Phase one of the Bay Walk opened on the SE side of Treasure Island.
    2. Golf Cart shuttle proposals
    3. Park at TIE as a joint effort with Dade County Schools.
    4. Benihana's rip and replace activities.
    5. Dog Park

D. Code Enforcement
- i. Maria Tovar, New Manager to lead Code Enforcement in the Village presented to the Board.
    1. Provided updates on the number of existing violations.
    2. Status of violations
    3. Board Member Cited specific examples of areas of concern.
    4. One contractor has been hired on a short-term basis to assist the department in catching up with backlogged issues.
- ii. Ms Tovar's group has been restricted and now reports through the Chief of Polices organization.
- iii. In addition, Police Officers are being trained in identifying code violations.
- iv. Additional items discussed was the types of banners, color schemes, advertising opportunities, etc. for the tarps covering the fences in construction areas or vacant lots.
    1. Special variance was discussed for Benihana lot.

E. Resilience & Sustainability Update:
- i. Denise O'Brien provided a briefing to the Board as she sits on board the Business Development and the Resilience & Sustainability Boards.
- ii. Discussed Seminars she has attended.

F. Farmers Market
- i. Vibrant discussion regarding exploring a potential Farmers Market in North Bay Village.
- ii. Paul Jacob volunteered to do some of the early ground work of talking to varied Event Organizers of such events to become better educated on the process.

G. Chamber of Commerce – Miami Beach Updates
- iii. Commissioner Strout provided an update of activities and status.
- iv. Discussed Restaurant Crawl event.

G. Mayor Brent Latham's Comments

i. Discussed the Master Plan Charette for North Bay Village from a high level.
ii. Discussed the probable name for the park like area surrounding the village to be titled "Island Walk." The titles formerly utilized were Bay Walk, Board Walk.

H. Quick Hits – Business Development Actions
i. Multiple suggestions were made and discussed on activities to be investigated to attract visitors to North Bay Village and enhance NBV residents' lives.
1. Yoga in the Park
2. Farmers Market
3. Pop Up exhibits in conjunction with Art Basel
ii. Daniella Romero to lead activities.

5. Public Comments

A. Ryan Shaw, resident of Moda spoke to multiple suggestions regarding attracting builders to NBV, what attracts Businesses to an area, incentive suggestions, walkability concerns.

6. NBV Commission Submissions:

A. No new suggested items proposed to go to the NBV Commission for vote / direction at this time.

7. Future Agenda Items

A. Quick Hits and Public Relations for the Village.
i. Lots of small things add up to big impact over time.
1. Yoga in the Park
2. Pop Up in tune with Art Basel
3. Farmers Markets
4. "Pretty Up" the Causeway look.

B. Ongoing Update from Nick Quay on Special Olympics SUP event transitioned to the Resident Services Board.

C. Notification of what Commissioner has been assigned to the Business Advisory Board.

D. Review of draft of business and resident survey.
i. Email of Nick Quays suggested questions to be emailed by the village Clerk to all Board Members.

E. Review/Discussion of SWOT Analysis.
i. Email of the SWOT analysis to be sent by the Village Clerk to all Board Members.

8. Adjournment

Motion made to adjourn at 8:25 p.m. made by Tim Dennis and seconded by Paul Jacob. All Voted in favor.

Prepared by: Paul Jacob

Approved by the Business Development Advisory Board
This 23 day of September, 2019.

Timothy Dennis, Chair

North Bay Village

CITIZEN'S BUDGET & OVERSIGHT BOARD MEETING

MINUTES

August 13, 2019 - 6:30 P.M.
1666 Kennedy Causeway, #101, North Bay Village, FL 33141

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1. **Call to Order/Roll Call**
   The meeting was called to order at 6:30pm by Chair Jack Rattner. Present during roll call were members James Rosenberg, Richard Chervony, and Paul Crespo.

2. **Approval of Meeting Minutes:**
   Motion by Richard Chervony to approve the July 18, 2019 minutes and seconded by Paul Crespo. All voted in favor.

3. **Old Business**

A. Review and Discussion Regarding FY19-20 Proposed Budget Presentation – A discussion was held with the Board members as well as th department heads regarding the proposed budget including but not limited to reviewing the departmental budget worksheets. The budget public hearings will be held on September 12, 2019 and September 24, 2019.

4. **New Business**
   None.

5. **Public Comments –** Residents Sondra Stowers and Doris O'Hare spoke.

6. **Adjournment**
   Motion to adjourn by Jack Rattner, seconded by Richard Chervony. All voted in favor.

   Meeting adjourned at 8:33 p.m.

   Prepared by Paul Crespo

   Approved by the Budget and Oversight Board

   This 17th day of September, 2019.

Jack Rattner, Chair

North Bay Village

COMMUNITY ENHANCEMENT BOARD MEETING

MINUTES

Wednesday, June 5, 2019 - 6:30 P.M.
1666 Kennedy Causeway, #101, North Bay Village, FL 33141

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1. Call to Order

The meeting was called to order at approximately 6:43 p.m.

2. Roll Call

Ana Rivera, Luis Torrego, Olga Pinto, Jose Pinto all present.
Officer Tuchette Torres-Lee and Chief Noriega, also present.

3. Old Business

1. **Discussion on Village Code Pertaining to Construction Sites, Fencing and Trash Receptacles**: Code enforcement office, Tuchette Torres-Lee shared her thoughts about to overall issues regarding the construction site, fencing and trash receptables. She suggested adding a time frame for residents to take their garbage cans out onto the street.

   Discussion on requesting that the North Bay Village Commission add language to the City Code so residents can take out their garbage containers to the front or the street side yards of their property from 7:00 PM on the day before garbage pick day to 11:59 PM on garbage pick day. Motion made by Luis Torrego, seconded by Ana Rivera and passed 4/0.

4. New Business

1. **Expansion of the Power of Duties of the Board**:
   Currently the Board's responsibilities are the following:

   - To continually study the needs of the entire Village for floral landscaping, including the entrances of the several islands and the median strips, and both privately owned and publicly owned property.
   - Determine the existence of alleged violations of law which adversely affect the aesthetics of the Village.
   - Entertain complaints from citizens regarding existence of conditions which are detrimental to the aesthetic values and quality of life of the Village.
   - To file a report of its activities with the Village Commission and the Village Manager, including the recommendations to the Commission for the beautification of the Village at least once per year.

   Request that the North Bay Village Commission expand the Powers of Duties of the Community Enhancement Board to include any type of landscaping of the entire Village, not

just floral. Also, be able to make recommendations on the existing conditions which are detrimental to the aesthetic values and quality of life of the Village without the need of a formal complaint from residents.

Motion made by Luis Torrego, seconded by Ana Rivera. Approved 4/0.

5. Future Business

After some discussion, the Board agreed to the following list of topics to discuss at future meetings:

1. Power and Duties of the Board going forward.

6. Next Board Meeting

Next Meeting will be on July 3, 2019 at 6:30 p.m.

7. Public Comments

Mr. Joe Rattner makes as aware that is not the Board's responsibility to take on issues such as trash cans, lighting or fencings unless a resident formally complaints about it.

8. Adjournment

Meeting adjourned at 8:29 p.m.

Prepared by: Luis Torrego, Secretary

Approved by the Community Enhancement Board

This_____day of_____, 2019.

_____
Ana Rivera, Vice Chair

North Bay Village

SUSTAINABILITY & RESILIENCY TASK FORCE MEETING

MINUTES

August 20, 2019 – 6:30 P.M.
1666 Kennedy Causeway, #101, North Bay Village, FL 33141

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1. **Call to Order/Roll Call**

   Meeting was called to order by Chair, Denise O'Brien at 6:38 PM

   Voting Members: Denise O'Brien, Rachel Streitfeld, Ryan Steckbeck and Richard Chervony. Nick Quay was absent.

   Non-Voting Members: Scott Greenwald, Ralph Rosado, and Jose Olivo. Vice Mayor Marvin Wilmoth was absent.

   Village Employees: Jose Olivo, Ralph Rosado, Elora Riera, Ann C. Del Valle, Daniela Romero

   Guest(s): Daniella Romero, Mayor Brent Latham, George Pui of Kimley Horn, Brenda Kerbs, Cristina Steckbeck, Kevin Vericker and Doug Hornsby, resident.

2. **Approval of Meeting Minutes: July 26, 2019**

   Motion to approve Meeting Minutes of 7/26/19 made by Richard Chervony and seconded by Rachel Streitfeld—passed 4/0.

3. **New Business:**

   A. Single Use Plastic Ordinance – Discussion on options regarding the ramifications of the legal decision against the city of Coral Gables on single use plastic ordinance. Taking in to account that the legal decision affected only the plastic bags portion of the North Bay Village ordinance, but did not affect plastic straws, cutlery and Styrofoam containers, the task force concluded that in the interest of time, it was best to move forward with a voluntary program for plastic bags, while awaiting the final outcome of the legal proceeding still in course.

Motion to Recommend to Commission a three step process made by Denise O'Brien and seconded by Richard Chervony:

- Create and implement an educational/awareness raising campaign

- Create and approve and Ordinance making it a voluntary program with incentive for compliance

- If the City of Coral Gables proceeds to file an appeal in the Supreme Court, request that North Bay Village files an Amicus Brief in favor of Coral Gables.

Motion to recommend to Commission the above three step process made by Chair Denise O'Brien and seconded by Richard Chervony. Motion passed 4/0.

B. Implementation of Florida Friendly Fertilizer and Single Use Plastic Ordinances.

Prior to the Task Force September meeting, Daniela Romero will be sending to each member of the task force, a detailed outline of the awareness raising campaign to include:

- social media campaign

- two Town Hall Meetings (One in October and the Second in November)

- water bill inserts

- work with TIES and school children

- restaurant crawl with Comm. Strout

- Obtaining grants from sources and foundations to pay for shopping bags and creating and passing out of literature at different locations and condo lobbies.

C. Presentation of The Design for the Island Walk

George Puig of Kinley Horn made presentation of the Guidelines for the Design for North Bay Village Board/Briad Walk. Task Force noted that this will be a flagship project for North Bay village, and therefore it is of the upmost importance that it incorporates advanced elements of environmental protection and enhancement in line with the leadership position the village is aspiring to have on these issues.

Motion made by Rachel Streitfeld and seconded by Ryan Steckbeck to recommend that the Commission approve the design standard proposed with with a request that the following recommendations be added :

- inclusion of water polishing systems where possible

- maximization of the green areas under the sitting areas and other available areas
- explore the possibility of incorporating solar power component

- Explore possibilities to incorporate additional cutting edge and innovative elements to protect and enhance the environment into the overall approach and design of the island walk.

Motion passed 4/0.

D. Discussion of Collaboration with University of Miami and DERM for Island Walk and Next Generation Sea Wall.

Defer to October's meeting the Discussion for the Boards on the Village collaboration with University of Miami and DERM for Island Walk and Next Generation Sea Walls. Organize a meeting of U-Link team with Mayor and Village staff as needed.

Motion to defer this item to next Task Force's meeting in October made by Chair Denise O'Brien and seconded by Rachel Streitfeld. Motion passed 4/0.

E. 1000 Eyes on the Water Training

Coordinate with the Village Manager, Police (especially Water Patrol) and Code Enforcement and any resident that wants to participate in Water Keepers 1000 Eyes on the Water Training to take place in Village Hallas a standalone training of approximately 4 hrs. The Village manager to provide suitable date.

F. Motion made by Richard Chervony and seconded by Rachel Streitfeld to incorporate the name "Island Walk" to the Board/Broad walk. Motion passed 4/0.

1. Future Agenda Items:

- Recycling
- Waste Management
- Lawns and Vegetation waste
- Bulk Trash Pickup
- Hazardous Waste
- Meeting with Sam Van Leer of Urban Paradise Guild;
  - Discussion on pedestal – "dead man"

- Bio filtration system for area to be determined
- Pollinator Corridor

2. Public Comments:

Mayor Brent Latham and Resident Doug Hornsby spoke.

3. Adjournment

Motion to adjourn by Richard Chervony and seconded by Ryan Steckbeck. Approved 4/0.

Meeting adjourned at 9:07 p.m.

Prepared by: Richard Chervony.

Approved by the Sustainability and Resiliency Task Force

This 25 day of Sept., 2019.

Denise O'Brien, Chair

North Bay Village

SUSTAINABILITY & RESILIENCY TASK FORCE MEETING

MINUTES

September 25, 2019 – 6:30 P.M.
1666Kennedy Causeway, #101, North Bay Village, FL 33141

Before calling the meeting to order there was a brief discussion as to the number of members required present for a quorum. The initial composition of the Task Force was 11 members (5 Voting, 5 Non-Voting and 1 Commission Liaison). The Village Manager was unable to reach Legal Counsel for a decision so it was decided to continue if there was a quorum of voting members as we have in the past.

1. Call to Order/Roll Call

Meeting was called to order by Chair, Denise O'Brien at 6:45 PM

Voting Members: Denise O'Brien, Rachel Streitfeld, Ryan Steckbeck Nick Quay and Richard Chervony present.

Non-Voting Members:, Ralph Rosado, and Jose Olivo present. Vice Mayor Marvin Wilmoth and Scott Greenwald were absent.

Village Employees: Tim Smith, Jose Olivo, Ralph Rosado present.

2. Approval of Meeting Minutes: August 20, 2019

Motion to approve Meeting Minutes of August 20, 2019 made by Richard Chervony and seconded by Ryan Steckbeck—passed 5/0.

3. Old Business:

- **Implications for NBV of legal process in Coral Gables: how we should proceed**

Motion to defer Old Business to end of New Business and add FEMA Grant to New Business made by Vice Chair Streitfeld and seconded by Nick Quay – passed 5/0.

Since Vice Mayor Wilmoth was absent a brief presentation of the Coral Gables lawsuit and presentation to the Village Commission by Chair Deni O'Brien was discussed. Richard Chervony made a motion and Deni O'Brien seconded

requesting that a “REQUEST for ACTION FORM” be submitted to the Commission for their filing of an Amicus Brief on behalf of the City of Coral Gables. Motion passed 5/0.

- **Presentation and discuss on awareness raising campaign for Florida Friendly Fertilizer and Single Use Plastic ban**

  Brief discussion of Daniela’s Sustainability and Resiliency Campaign for Fertilizer Ban and Voluntary Compliance of Plastic Ban. All agreed with the concept. The Town Hall that was tentatively scheduled for October 3 will be moved to accommodate the Charrette process. Ryan Steckbeck will speak to Administration to map out a plan of action with the school and children of the community to educate them on these issues.

  It was also mentioned that North Bay Village Charrette Process will hold the Sustainability, Resiliency and Open Space process on October 2nd from1 to 2 pm at Village Hall.

4. New Business:

A. North Bay Village Waste Management

Discussion ensued with Public Works Director and Staff Liaison Jose Olivo on North Bay Village Services with Solid waste and Chapter 94 North Bay Village Code

Request made to invite the County to our next Task Force Meeting to continue the discussion and understand the recycling program better. Chair O’Brien will reach out to Jean Marie Mesa, Recycling Manager Miami Dade County Public Works and Waste Department, (305)514-6631.

B. Lawn and Vegetation Waste

Discussion ensued on Lawn and Vegetation, Recycling, Bulk, Hazardous Waste to be continued at future meetings as Chair O’Brien spoke about each step and the cost associated as discussed at the Biscayne Bay Summit.

C. Follow up on proposed partnership with Sam Van Leer and the Urban Paradise

Vice Chair Streitfeld spoke about Urban Paradise (UPG) meeting with the Village and incorporating the planting and creation of a bio filtration system (bio swale) in the upcoming dog park. Sam Van Leer is waiting for a final drawing for dog park to take the next step in the process.

D. Coastal Storm Risk Management Feasibility Study

Discussion ensued in reference to Coastal Storm Risk Management Feasibility Study and a request to be made to the Army Core of Engineers to perform a periphery study of all islands (all North Bay Village) and suggestions to build a system to secure the Village from Sea Level Rise and storm surge.

Motion made by Richard Chervony and seconded by Nick Quay for Chair Deni O'Brien to submit a letter on behalf of the Task Force as the deadline is before the next Commission Meeting. However a Request for Action of the Commission approving said study to be performed by the Core of Engineers will be presented to the Commission at their next meeting. Motion passed 5/0.

E. FEMA Grant

Village Manager spoke briefly as very little information has been received in regards to the grant and what it covers. Answers will be provided with more information at the Undergrounding of Utilities Work Shop that will take place in October.

F. Motion made by Richard Chervony and seconded by Rachel Streitfeld to incorporate the name "Island Walk" to the Board/Broad walk. Motion passed 4/0.

5. Future Agenda Items:

None.

6. Public Comments:

None.

7. Adjournment

Motion to adjourn by Richard Chervony and seconded by Ryan Steckbeck. Approved 4/0.

Meeting adjourned at 8:00 p.m.

Prepared by: Richard Chervony.

Approved by the Sustainability and Resiliency Task Force

This _____ day of _____, 2019.

_____
Denise O'Brien, Chair

North Bay Village
Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Dr. Ralph Rosado, PhD, AICP, Village Manager

THROUGH:

SUBJECT: Village Manager's Report

RECOMMENDATION

BACKGROUND AND ANALYSIS
Attached please find my Manager's Report as well as departmental reports.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None.

PERSONNEL IMPACT
None.

North Bay Village
Memorandum

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

DATE: **October 15, 2019**

TO: **Mayor, Vice Mayor and Commissioners**

FROM: **Village Manager Dr. Ralph Rosado**

SUBJECT: **Village Manager's Monthly Report**

Administration

- Alvarez and Marsal report: current month's update, showing that we are at 48% of goal, up from 39% in August and from 28% in July, is included with this report.

Attorney

- NBV Foundation is on agenda tonight to determine structure and mission.

Code Enforcement

- Orlando Rodriguez, who has worked with us for a few months in a consultant, has proven himself and has earned the position of Code Enforcement Supervisor. He brings tremendous experience from Doral and Fort Lauderdale and is leading the charge to use existing Code technology methods that should help make the division more efficient.

Communications

- Website redesign is underway and should be complete in December. It will be much more user-friendly.
- Social Media Report attached. Considerable growth.
- actionteam@nbvillage.com has seen consistent uptick in use. Please contact us there if you're not sure who to contact directly.

Events (Recent and Upcoming)

- October 4 – Movie night is back! Monthly movie nights we be held through next spring. Often the first Friday of the month, with some potential changes due to holidays. Next one is Friday, November 15: 5:45pm bike ride sponsored by Commissioner Alvarez at TIES, bike helmet giveaway, then movie at TIES at 7pm.
- October 14 – Mammogram Van. October 14 and 15 – CPR training
- Halloween – join us at Vogel Park

Finance

- Sandra Siefken guided us through much of the budget process and stepped into the Acting CFO role beginning on October 1st. We thank Bert Wrains for

his years of service to the village.

Front Desk

- We office welcome Dina Escobar, who has been with us for a few months, as our Multitask Clerical Specialist.

Grants and Funding

- Record year for NBV: over $400,000 in state legislative allocations for stormwater and sidewalk improvements; and in the last two weeks…$20,000 from the Miami Foundation for the Public Space Challenge entry that improves and connects our parks, $200,000 from FIND for Island Walk design, and $11 million for undergrounding. That's the largest grant in village history.

Parks and Recreation

- Citibike contract is on agenda. Thanks to Commissioner Strout for her work on this.
- Dog park design and permitting are underway. We expect to come back at next commission meeting for approval of a construction contract. We have four grants supporting the project: Miami Board of Realtors; Florida League of Mayors; partnership grant with Urban Paradise Guild via the Radical Partners grant program for sustainability projects; and now the Miami Foundation, where we were the most popular project out of 218 projects this year. Thank you, Vice Mayor Wilmoth, and the entire commission and community for supporting the project.

Planning and Zoning

- Successful charrette process as part of the NBV100 Master Plan process to look at our design regulations. Future presentations are being scheduled for the broader public, P and Z Board, and Commission first and second reading. Thanks to everyone who has participated thus far.

Police

- The CFA standards of compliance for the Police Department's accreditation process have increase from 6.5% in August to 8.1% in September, during the first month under our new Accreditation Manager.
- "Pinky" Police Vehicle is seen around town. Reminder to get those mammograms.
- Crime watch meeting on November 14 for NBI residents.
- The cancelled women's self-defense class (due to the threat posed by Hurricane Dorian) has been rescheduled for Saturday, November 9th, from 9A to 12N in our Village Chambers.

Public Works

- Tonight we opened the professional pool to expand the number of firms we work with in terms of architecture and engineering projects.
- The underground utility workshop will be held on October 30th at 6:30pm.
- Freebee vehicle is almost fabricated. We expect to roll it out in the next few weeks. Stay tuned for the official launch date, as well as the launch of the NBV Downtown Express.

- Parking study for Harbor Island and for the southeast portion of Treasure Island is almost complete. We have heard the community, and we expect to make a number of improvements related to parking and to our decal parking program.

North Bay Village
Memorandum

DATE: **October 15, 2019**

TO: **Honorable Mayor, Vice Mayor and Members of the Village Commission**

FROM: **Village Manager Dr. Ralph Rosado**

SUBJECT: **Monthly Organizational Assessment Status Update- September 2019**

Below is the status of each department's task as it relates to implementing the Organizational Assessment Report from Alvarez & Marsal, including monthly highlights.

Department	February Status	August Status	September Status	Task Highlights
Attorney	0%	99%	99%	• The attorney has reviewed all items pending review of the A&M report. The only remaining item is a yearly review by the commission in 2020.
Building	0%	8%	8%	• Staff is evaluating different options for implementation of recommendations.
Clerk	0%	80%	83%	• The Village Clerk began drafting SOPs for the village department. • Village Clerk identified several KPIs and has begun tracking and reporting them.
Code Enforcement	0%	9%	17%	• The New Code Enforcement Supervisor has begun with department assessments and development of SOPs.
Finance	0%	13%	19%	• An Interim CFO was named beginning October 1, 2019. • The First revised financial policy regarding credit card use is being presented to the commission on October 15, 2019.

Fleet Management	0%	48%	57%	• Fleet managers have attended all trainings. • Standard operating procedures are being developed after software capabilities were assessed.
Human Resources	0%	30%	33%	• ADP contract was updated with cost savings. The HR director is working on an implementation plan. • The new director is in the process of analyzing all recommendations and has begun to address them.
Police	0%	40%	72%	• CIS improvement is limited by both budgetary and logistical constraints. PD is assessing software and specific hardware requirements to integrate with CIS. • Recent organizational changes and staff reallocations have improved this. Currently of the 27 sworn positions, 18 are assigned to Patrol.
Public Works	0%	29%	33%	• Public Works employees have begun to track KPIs for monthly reporting. • Public Works has begun to assess sanitary services and will conduct a cost analysis of the service.
Village Manager	0%	41%	57%	• Village Manager is in the process of identifying all contracts five years and older and has begun the process to procure. • Village Manager is continuing to work with staff and the commission to establish clear communications, stability, and transparency to the Village.
Overall	0%	39%	48%	

North Bay Village
Projects Progress Report
October 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
October 15, 2019 Commission Meeting Update					
Water Main Rehabilitation Project Contractor: ROHL Networks, LP Project Cost: $3,840,372.40 Amount Billed To-date: $3,061,252.68 Completion Date: Substantially Complete	State Revolving Fund Loan	The project includes rehabilitation and replacement of the Village's water distribution system including water service lines, valves, and fire hydrants. The installation of all proposed improvements is substantially complete. Upon completion of all punch list items and acceptance of all close out documentation such as Asbuilt drawings and GIS Mapping, the project will be closed.		✓	
Water Meter Replacement Project Contractor: Metro Express, Inc. Project Cost: $3,215,410.00 Amount Billed To-date: $2,071,473.20 Completion Date: 10/30/19	State Revolving Fund Loan	The project includes replacement of all existing water meters throughout the Village with new "Smart Technology" water meters as well as the installation of a Mobile Based Advanced Metering Infrastructure (AMI) system to read meters in an automated and cost-effective manner. All new water meters have been installed and activated. The Contractor is currently coordinating all meter data and finalizing the automation process. The program includes a customer portal for website access to water system accounts. Activation of the customer portal website is ongoing and anticipated to be online and available to all residents by December 2019.		✓	
Sanitary Sewer Rehabilitation Project Contractor: Insituform Technologies, LLC Project Cost: $2,375,375.00 Amount Billed To-date: $2,284,576.58 Completion Date: Substantially Complete	State Revolving Fund Loan	The project includes rehabilitation of the Village's wastewater collection system including main sanitary sewer lines, sanitary manholes, and sanitary lateral connections. The Contractor has completed all proposed work and is finalizing Asbuilt documentation and invoicing for project close-out. Additional system evaluation and alternative testing methods will be required to identify any remaining INI for full compliance with Miami-Dade County criteria.	✓		
Stormwater Outfall Rehabilitation Project Contractor: Ric-Man, Inc. Project Cost: $821,400.00 Amount Billed To-date: $554,004.92 Completion Date: TBD ⇨ *Florida DEP $225K (Legislative Appropriation)* ⇨ *Florida DEP $150K + NBV Match $1:$1*	FDEP & SFWMD*	The project includes rehabilitation of the Village's stormwater outfall pipes and the installation of check valves. Phase 1 of the project that included rehabilitation of all active outfall pipes is substantially complete. The Contractor has been approved to proceed with rehabilitating a 54" outfall pipe on West Drive and installing new stormwater catch basins on South Treasure Drive for improved water quality. The catch basin work is complete. Rehabilitation of the 54" outfall pipe was on hold based on an	✓ (Phase 1)	✓	

North Bay Village
Projects Progress Report
October 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
⇨ *South Florida Water Management District* (SFWMD) $150K + *NBV Match $1:$1*		unforeseen conflict in the outfall pipe, but a new approach has since been developed to line the outfall pipe east and west of the conflict. The cost to complete the revised project approach does not exceed the original bid amount. A revised project work plan and schedule from the Contractor are currently under review.			
Wastewater Pump Station Improvements Consultant: Kimley-Horn and Associates, Inc. Professional Services Fee: $228,900 Amount Billed To-date: $124,810 Design Completion: December 2019	State Revolving Fund Loan	The project includes design, permitting, bid documents, construction plans, and bidding assistance to improve the Village's four wastewater pump stations (Village Hall Pump Station, South Treasure Drive Pump Station, Hispanola Avenue Pump Station, and the Main Wastewater Pump Station). The existing stations require repair and/or replacement based on operational deficiencies and equipment failures. Permitting packages have been submitted to the Miami-Dade Water and Sewer Department (WASD) and the Miami-Dade County Regulatory and Economic Resources Department, Division of Environmental Resources Management (DERM) for review. Draft bid documents have also been submitted to the Village for review.		✓	
Water and Wastewater GIS Updates Consultant: Kimley-Horn and Associates, Inc. Professional Services Fee: $22,300 Amount Billed To-date: $11.610 Project Completion: Wastewater System submittal January 2019; Water System submittal November 2019		As a utility owner in Miami-Dade County, North Bay Village is required to submit Water and Sewer Atlas and As-built information in a geodatabase/GIS file format to the Miami-Dade County Regulatory and Economic Resources Department, Division of Environmental Resources Management ("DERM") annually. The electronic GIS update must be formatted in compliance with DERM criteria and requirements. This project includes developing the water system, wastewater collection system, and forcemain GIS data for submittal to DERM. The wastewater collection system and forcemain GIS information have been submitted to DERM. As discussed above, the water main Contractor is currently preparing the water system GIS mapping information for review and use in preparing the DERM compliant submittal.		✓	
Sanitary Sewer System Model Consultant: Kimley-Horn and Associates, Inc. Professional Services Fee: $28,700 Amount Billed-To-Date: $9,080 Report Completion: December 2019	Sewer Ops.	This project includes developing a Sanitary Sewer System Model based on the Miami-Dade County Consent Decree, Chapter 24, Section 24.42.2 (7). The hydraulic model is required by all utility owned or operated sanitary sewer collection systems to participate in the county-wide, regional computerized collection and transmission system model. The preliminary hydraulic model has		✓	

North Bay Village
Projects Progress Report
October 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
		been built. The model consists of existing force main piping, manholes, pipe junctions, valves, and pump stations. The project is currently in the operating data collection phase for use in running the model. Once preliminary model runs are complete, field testing for model calibration will be performed.			
Removal FPL Vault @ Sakura Lot Project Cost: $30,144 Project Commencement Date: Dec. 2019 Project Completion Date: January 2020	NBV	FPL to remove electrical equipment from existing structure @ Sakura Lot.		✓	
Bike Lane Coloring Consultant: CAP Government, Inc. Professional Services Fee: $4,000 *(plans set and memo preparation only)* Project Cost: TBD Project Commencement Date: TBD Final Completion Date: TBD	TBD	Completed Green Bike Lane plans. Plans and FDOT permit agreement were presented and discussed at the September Commission meeting. Commission directed staff to request reimbursement from FDOT if Village opts to perform work on FDOT right-of-way. The Village met with FDOT on October 1, 2019 to discuss options available for project reimbursement. FDOT indicated they cannot reimburse Village for self-performing. Instead, FDOT can perform and fund the work through one of their pushbutton contracts but may take a year to complete. Village also expressed desire to paint green additional intersections for FDOT'S consideration, which will be revisited.		✓	
Baywalk Plaza Area Design **(South Side Only)** Consultant: Kimley-Horn & Associates, Inc. Project Cost: $1,150,796.36 $911,079 -Base Bid + $239,717.36 Project Bid Amount: $911,079 *(includes $150,000 for Owner Contingency)* ***Change Orders #1,2,3,4,5,6,7,8,9 and 10: $239,717.36*** Amount Billed to Date: $1,030,967.83 Final Completion Date: 06/10/2019 *Construction must be completed by September 2019 as per FIND grant requirements*	FIND Grant	The project consists of construction of a Baywalk Plaza at the southeast corner of JFK Causeway and East Treasure Drive. The Baywalk plaza project contains retaining walls, walks, landscaping, irrigation, pylon (monument) sign and site lighting. **The following items have been completed to date:** - Clearing and Grubbing (100% complete) - Retaining Walls (100% complete) - Drainage (100% compete) - Grading and Fill (100% complete) - Electrical and Lighting (95% complete) - East Treasure Drive Electrical and Water Connections (100% complete) - Concrete Rip Rap Installation (100% complete) - Gate Installation (100% complete) - Concrete Walk (100% complete)	✓(Phase 1)		

North Bay Village
Projects Progress Report
October 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
		- Irrigation (80% complete) - Painting of Grand View Palace Parking Garage Wall- (100%complete) - Well Box Installation- (100% complete) - Jack and bore across JFK Causeway (electrical connection to future Baywalk Plaza North Side project) - (100% complete) - Landscaping Installation (100% complete) - Pylon Sign Installation (95% complete)- missing LED light Substantial Completion Walk-Thru Date: 6/11/2019 Ribbon Cutting Ceremony: 6/12/2019 Final Walk-Thru Date: TBD			
New Village Hall (Fire/Police Station) Projected Project Cost: TBD Project Start Date: Design started in 2016	$3,000,000 Miami Dade County $7,900,000 Voter Approved General Obligation Debt Additional	The building will be a replacement for the police/fire/Village hall building. The old building was torn down in 2013. The Village engaged Wolfberg Alvarez & Partners Architecture Firm to start space study and preliminary design. The MDC Fire Department has reviewed the space for their utilization without the 2,400 sq. ft. parcel belonging to the Shell station. The Mayor and Commission held a Village workshop on this project and the Sakura property. Decision forthcoming. On 6/27/2019 a conference call meeting with WAP/MDC/Fire and NBV was held to discuss having the new Police/Fire Complex Building at the Sakura site instead. WAP to prepare new rendering and cost estimate. This new location is a result of the Village Hall vacant site to be used for the new Dog Park. NBV exploring 3P options to develop Sakura site.		✓	
Dog Park – Design Phase Consultant: Calvin, Giordano & Associates, Inc. Professional Services Fee: $34,940.00 Amount Billed to Date: $3,320.00 Completion Date: estimate Mid-October	Capital Improvements	Surveying, Geotechnical Analysis, Site Design, Engineering Design Services, Landscape Architecture and Irrigation Design Services for the construction of a Dog Park. • Surveying – 100% complete • Geotechnical Analysis – 100% Complete • Site Design – 60% Plans Complete • Landscape Architecture – 60% Plans Complete • Irrigation Design Services – 30% Plans Complete, pending additional information regarding water		✓	

North Bay Village
Projects Progress Report
October 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
		service connection60% • Plans set issued to Village Staff for review and comment on 10/01/2019 Information regarding water service connection: • Met with Sam Van Leer, Urban Paradise Guild, to Incorporate a bio-swale component and partner for use of grant funds in the park			
FPL Residential Street Lighting LED Lights) Projected Project Cost: The cost of this program is off set with the energy savings with the new fixtures Project Start Date: October 2019	FP&L has a program that the energy reduction will pay the cost of the new fixtures	Florida Power and Light (FP&L) will install new energy saving street light fixtures and FP&L will pay the upfront costs. The reduced energy cost (savings) will pay FP&L for the cost of the new fixture. The LDR Consultant will need to review and make recommendations on the type of fixtures for each island. Then the Village Commission may approve to move forward on the project.		✓	
FPL Underground Utilities Projected Cost: $30,000,000 Projected Start Date: TBD	FEMA Grant & Bond	Public Workshop scheduled for October 30, 2019 @ 6:30PM in Village Hall to discuss utility undergrounding		✓	
Electrical Vehicle Charging Station	N/A	Install electric vehicle charging stations at Treasure Island and Harbor Island as part of NBV's Sustainability Plan.			✓
ADA Sidewalk Improvements @ Treasure Island & Kennedy Causeway Project Cost: TBD Project Start Date: TBD	TAP Grant	Installation of audible beacons along JFK; ADA detectable warning pads @ crosswalks, improved crosswalk striping & signage and sidewalk curb ramps.			✓
NBV Sidewalk and ADA Improvements @ Harbor Island and Treasure Island Consultant: TBD Professional Service Fee: TBD Start Date: November 2019 Construction Cost: TBD Construction Start Date: July 2020	State Grant	**Harbor Island:** For East Drive and West Drive public right-of-way corridors: • Remove trip hazards caused by uneven sidewalks or cracked concrete • Install/Upgrade (4) pedestrian crosswalks with marking, signage, flashing beacons and ADA compliant ramp, curb extensions and landing • Install new sidewalk **Treasure Island:** • Intersection of Jewel & Galleon Street: Install new ADA compliant pedestrian crosswalk/curb ramps,			✓

North Bay Village
Projects Progress Report
October 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
		marking and signage • Intersection of Adventure Ave and South Treasure Dr.: Install new ADA compliant crosswalk/curb ramps, marking and signage • Intersection of Buccaneer Ave and North Treasure Dr.: Install new ADA compliant crosswalk/curb ramps, marking and signage • Remove trip hazards caused by uneven sidewalks or cracked concrete along the following public right-of-way corridors: West Treasure Dr., Adventure Ave, Bounty Ave, Buccaneer Ave, Cutlass Ave, Hispanola Ave, Mutiny Ave, Jewel Ave, Galleon St, and East Treasure Dr.			
NBV Transit Service **FREEBEE**	Transportation Fund/CITT/ TPO	FREEBEE anticipated to begin in October/November 2019 and takeover the On-Demand Service. NBV Village Hopper to be used as a Downtown Express from NBV to MDC Omni Terminal Station during AM and PM peak hours. Program to be launched on November 4, 2019 with a temporary (9) passenger Freebee vehicle until electric Freebee vehicle is in place by December 4, 2019.			✓
Treasure Island Landscape Improvements Contractor: Tenusa Project Cost: $21,000 Project Completion Date: September 27, 2019	Tree Grant	Install 30 trees in Treasure Island bulbouts, medians and ties School. Delivery & installation has been completed	✓		
NBV Pavement Rehabilitation Consultant: A&P Consulting Transportation Engineers Professional Services Fee: $56,673.32 Projected Project Cost: $3,000,000 Project Start Date: 09/30/2019	Transportation Fund/ CITT	Village-Wide Pavement Rehabilitation Program. Begin preparation of pavement rehabilitation plans for construction pending Commission approval on 9/10/2019. Design Phase underway with Field reviews, drawing layouts and utility coordination NBI – Design Phase = 25% Complete T.I – Design Phase = 25% Complete H.I. – Design Phase = 40% Complete Estimated completion of all designs 10 weeks.		✓	

North Bay Village
Projects Progress Report
October 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
Parking Study for Harbor Island and Treasure Island Consultant: Tim Haahs Professional Service Fee: $9,500 Project Start Date: September 26, 2019 Project Completion Date: November 12, 2019	Transportation Fund	First Public Workshop conducted on 9/26/2019 for public input. Consultant will complete analysis and review of various parking items brought forth by the public and present recommendations. • Study parking layout on Harbor Island and determine if modifications can be made to improve efficiency and the layout of parking • Study and recommend changes/improvements to the current Resident Parking Program • Provide ideas for improved parking enforcement • Provide ideas for introducing paid parking and using mobile apps for controlling parking • Recommend a new fine/fee structure for parking violations • Recommend a new program for guest parking on Harbor Island • Study the area in and around the intersection of Galleon Street and East Treasure Drive with an emphasis on implementing some of the same Harbor Island strategies for improving parking • Conduct/participate in two stakeholder meetings		✓	

North Bay Village
Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ana Gonzalez, Exec. Asst. to Chief of Police

THROUGH: Chief of Police Carlos Noriega

SUBJECT: Monthly CFA Accreditation Status Update - September 2019

RECOMMENDATION

BACKGROUND AND ANALYSIS
Please see attached report.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

North Bay Village
Memorandum

DATE: **October 15, 2019**

TO: **Chief Carlos Noriega**

FROM: **Accreditation Manager Richard Weissman**

SUBJECT: **Monthly CFA Accreditation Status Update- September 2019**

Background

Accreditation is the utilization of police industry best practices to manage the agency. The Commission for Florida Law Enforcement Accreditation, or CFA, is the governing body for administering the accreditation process for the State of Florida and for the North Bay Village Police Department.

The CFA does this by creating a list of best practice industry standards which accredited agencies must follow. Currently, these standards encompass thirty-two (32) chapters with approximately two hundred thirty (230) Standards. The CFA meets every four months and reviews these standards, at which time they may add, delete, or modify them to keep up with the ever-changing field of law enforcement.

The initial accreditation process requires the agency to create and or modify their procedures (policies) to reflect and comply with these standards. This is step one. (It should be noted that one policy may cover multiple standards.)

Following the completion of the creation of the policies, the agency must collect twelve (12) months of proofs of compliance for these standards. This is step two. (Currently, this encompasses approximately three hundred (300) proofs for our agency.)

The NBVPD's existing policies were taken from the Ft. Lauderdale Police Department in 2006. These policies were in use for years prior to the NBVPD taking and implementing them. The existing policies are in dire need of updating, and the CFA accreditation process will ensure we have and the industry-standard best practices policies for NBVPD.

The LEAC Group was contracted to act as a consultant for creating policy templates that will meet the standards of CFA accreditation. The policies provided will be modified, when possible, to best suit the actual practices of the NBVPD and still maintain compliance with the CFA standards. Other Agency practices will be changed to meet the standards.

Benefits of Attaining Accreditation

TO THE COMMUNITY
Accreditation increases the law enforcement agency's ability to prevent and control crime through more effective and efficient delivery of law enforcement services to the community it serves and enhances community understanding of the law enforcement agency and its role in the community as well as its goals and objectives.

Accreditation creates a forum in which police and citizens work together to control and prevent crime. This partnership will help citizens to understand the challenges that confront law enforcement. Law enforcement will, in turn, receive clear direction from the community about its expectations. Thus, a common set of goals and objectives will be arrived at and implemented.

TO THE CHIEF, VILLAGE ADMINISTRATION, AND COMMISSION
Increases cooperation and coordination with other law enforcement agencies and other branches of the criminal justice system.

The accreditation process requires an in-depth review of every aspect of the agency's organization, management, operations, and administration to include:

- establishment of agency goals and objectives with provisions for periodic updating;
- re-evaluation of whether agency resources are being used in accord with agency goals, objectives, and mission;
- re-evaluation of agency policies and procedures, especially as documented in the agency's written directive system;
- correction of internal deficiencies and inefficiencies before they become public problems;
- provide a legal defense for civil actions brought against the agency.
- the opportunity to re-organize without the appearance of personal attacks.

The accreditation standards provide norms against which agency performance can be measured and monitored over time as well as providing objective measures to justify decisions related to budget requests and personnel policies. Accreditation streamlines operations, providing more consistency and more effective deployment of agency manpower.

TO THE OFFICERS
Accreditation requires that agency policies and procedures are in written form and are available to all agency personnel at all times and assures employees that every aspect of the agency's personnel system is in accord with professional standards and that the system is both fair and equitable.

The morale of the agency is enhanced by increasing the employees' confidence in the effectiveness and efficiency of their own agency. Operations become more streamlined and consistent, and the standards address officer safety issues and provide for adequate training and equipment of the officers. The officers also receive a level of protection when personally named in a civil action.

Major Tasks to Achieve Initial Accreditation

There are numerous tasks required to prepare for the initial accreditation process. Most of the major requirements are listed below:

- Review of LEAC policy templates to use a base for changes needed for existing policies.
- Review and modification of all policies to ensure compliance with the CFA standards.
- Configuration, setup, and training for the PowerDMS policy and accreditation management software.
- Creation of reports for time-sensitive standards including daily, weekly, monthly, semi-annually, and annual reports to track and measure the status of the agency.
- Inspection of all police facilities and functions including the 911 Center, Property and Evidence Storage, Prisoner processing, Training, Certifications, forms and reports, the security of physical and digital information storage, confidentiality of juvenile records, etc.
- Training of every member of the agency, both sworn and civilian in the accreditation process and their role in it.
- Collection of proofs of compliance with the standards and policies for presentation to the on-site assessment team (this process begins following the completion of the creation of the standards-compliant policies)
- Mock on-site assessment to ensure compliance with standards prior to the actual assessment.
- CFA on-site assessment which includes a review of every policy, physical inspections of police facilities, interviews with police staff (both sworn and civilian), and public meetings with the community and commission.

Timeline to Completion

The normal timeframe to achieve the initial accreditation from CFA is twenty-four (24) months. This includes twelve (12) months of policy creation and modification and twelve months of collection of proofs of compliance collection. Thanks to the efforts of the Agency contracting with LEAC, the initial twelve (12) month policy creation process can be significantly reduced. We anticipate that by next October, we should be ready for the Mock Assessment and, following that, be ready to schedule the CFA on-site Assessment at their earliest convenience. After the CFA Assessment, the Agency will attend the next available CFA Commission meetings, which are held every four (4) months to seek the awarding the Accreditation for our Agency.

Note: Accreditation Manager was hired in the second week of August.

	July Status	August Status	Sept Status	Task Highlights

LEAC Templates	40%	45%	55%	• Received 40 of 40 policy templates • Reviewed 9 templates and modified 5 for publication following approval and review workflow process.
PowerDMS Setup, Training, and Implementation	0%	60%	65%	• Added legal bulletins • Uploaded new policies • Removed existing policies
Creation of new and modification of existing Time Sensitive Reports	0%	10%	13%	• Continued the process of identifying all reports produced by the Agency.
Training of Sworn and Civilian Staff on CFA process	0%	5%	5%	• Began preparing training package
Inspection of Facilities and Functions of the Agency	0%	70%	70%	

Review and Modification of Policies (232)	0%	6.5%	8.1%	• 19 Standards met via policy
Collection of Proofs of Compliance (330)	0%	1.9%	1.9%	• Collected seven (7) Proofs of Compliance for CFA Standards (approximately 330 proofs total)
Mock on-site Assessment		Pending	Pending	• Tentatively scheduled for October of 2020
CFA on-site Assessment		Pending	Pending	• Tentatively scheduled following completion of the Mock Assessment.

North Bay Village
Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Mario Diaz, Chief of Staff to Village Mgr.

THROUGH:

SUBJECT: Social Media Report

RECOMMENDATION

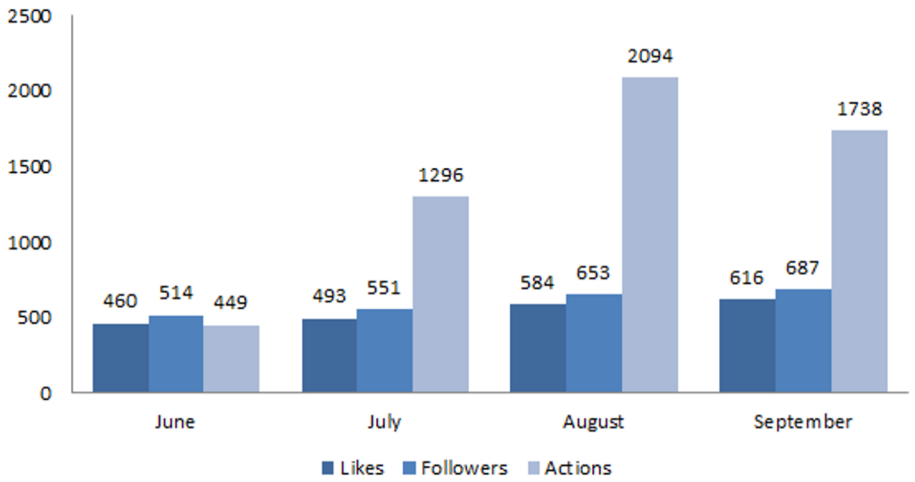
BACKGROUND AND ANALYSIS
please see attached

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

NBV Social Report

SEPTEMBER 2019 HIGHLIGHTS



FACEBOOK

September saw a decrease in engagement; possibly due to higher spike in August of Hurricane Dorian posts. Growth is also beginning to stabilize. We are now at 616 likes and 687 followers.

TWITTER

Twitter saw a decrease of both tweets and impressions, mostly due to spike in August over Hurricane Dorian.

INSTAGRAM

Instagram/Facebook stories are being leveraged more for
24 hour timely messages as well as real time event coverage.

Bahamas Relief Drive was most engaging campaign across platforms

62%

pacing to goal of 1,000 likes by August of 2020. We should definitely surpass this number exponentially.

39

more followers this month on Instagram. Continuous growth despite less posts.

1,738

total actions on Facebook. A slight 17% decrease month over month but still demonstrates an engaged audience.

BellTower
CONSULTING GROUP, LLC

(786) 232 -0771
(888) 778 -5930
info@belltowergroup.org
www.belltowergroup.org

To: North Bay Village Mayor & Village Commission
From: LaKeesha Morris-Moreau, MSW, GPC
Date Submitted: October 1, 2019
Reporting Period: September 1-30, 2019

Grants Submitted this Reporting Period:

1. Three (3) Florida Legislative Appropriation Requests were prepared and submitted to the Village Lobbyist for FY2020-21 totaling $1,212,050.

    a. North Bay Village Islandwalk Economic Development Project - $575,000

    b. North Bay Village-Treasure Island Pump Station - $430,800

    c. North Bay Village-Sidewalk/ADA Upgrades - $206,250

Grants "Under Construction"

The following grants are currently open and being considered by the Village.

1. **Florida Department of Environmental Protection- Coastal Partnership Initiative**
    a. **Date Due:** October 1, 2019
    b. **Amount Available**: $10-$75K depending on project category
    c. **Match Requirement:** $1:$1
    d. **Summary of RFP:** The Coastal Partnership Initiative was developed to promote the protection and effective management of Florida's coastal resources in four specific priority areas: Resilient Communities, Coastal Resource Stewardship, Access to Coastal Resources, Working Waterfronts. The Village is considering two projects (1) planning and design of boat dock/canoe launch; (2) development of sustainability plan to include data and analysis of project benefits.

2. **Florida Department of Environmental Protection- Recreational Development Assistance Program Grant (FRDAP)**
    a. **Date Due:** October 15, 2019
    b. **Amount Available**: up to $200,000
    c. **Match Requirement:** $0 to 50% depending on grant request

(786) 232 -0771
(888) 778 -5930
info@belltowergroup.org
www.belltowergroup.org

d. Summary of RFP: FRDAP is a competitive, reimbursement grant program that provides financial assistance for acquisition or development of land for public outdoor recreation. The Village intends to submit a grant for construction of a public boat dock/canoe launch.

Grant Updates

This reporting period Bell Tower assisted with the following activities.

- Continued responding to ongoing Requests for Information submitted by the Florida Department of Emergency Management related to the Village's Hazard Mitigation Grant Program application to underground utility lines. This led to FEMA awarding the Village $11 Million in funding. **CONGRATULATIONS!**
- **CONGRATULATIONS!** The Village's active promotion and innovative idea to develop an Urban Trail led to the approval of a $20,000 Miami Foundation Public Space Challenge Grant.
- Verbal and Written grant updates provided for REALTOR grant for Dog Park and FDOT grant for Village transit services projects.
- Initiated contracting process with Florida DEP for funding awarded during the FY2019-20 legislative session for stormwater improvements.
- As we close out the year, please see attached list of active grants for FY2018-19. This does not include recently announced awards that will become effective in FY2020-21.

North Bay Village Active Grants FY2018-19

	Project Category	Funder Name	Project Title	Contract #	Contract Period	Purpose	Award Amount	Match Required	Has Project Started?	Reimbursement Submitted?	Amount Reimbursed	Next Steps
1	Stormwater	Florida Department of Environmental Protection (TMDL)	North Bay Village Drainage Improvement Project	NS020	7/1/2016 - 6/30/2021	Repair/Replacement of catch basins and drainage improvements	$ 150,000.00	$ 150,000.00	Yes	No	N/A	The Village is pending completion of work on catch basins.
2	Stormwater	Florida Department of Environmental Protection (Legislative Appropriation)	North Bay Village Storm Water Phase II Improvements	LP13044	6/1/2016 - 12/31/2019	Install 13 Flex Valves at Village Outfalls starting in Treasure Island	$ 225,000.00	$ -	Yes	No	N/A	21 Outfalls have been installed. Village is collecting cancelled checks for the final reimbursement report. Remaining funding from this project will be used for catch basins.
3	Baywalk Construction	Florida Department of Transportation	Baywalk Plaza Construction (North)	Pending Completion of LAP Process	FY2020-21	Construction of the Baywalk Plaza Area (North)	$ 1,000,000.00	Any amount above $1 Million	No	No	N/A	With new staff on board, additional trainings are needed to complete the LAP process.
4	Youth-NEW	The Children's Trust	Our Kids Our Treasure Youth Program	N/A	8/1/2019-7/31/2019	Trust afterschool program	$ 169,256.00	Any amount over the contract	Yes	N/A	N/A	Grant management and reporting is conducted by the Village. The Village was awarded a five (5) year contract totaling $846,280 to continue the after-school program.
5	Transit-NEW	Miami-Dade Transit Planning Organization	Village Trolley Route Expansion	5/17/2019 - 12/31/2019	G1302	Funding will be used to extend services of the Village Trolley to connect to the TPO's SMART route.	$ 50,000.00	$ 50,000.00	Yes	N/A	N/A	The Village executed contract with Freebie and is pending kick-off of project. This grant is renewable for three years for a total value of $150,000
6	Public Works	Florida Department of Transportation	Treasure Island ADA Sidewalk/Roadway Improvements	N/A	Pending Contract Execution	Funding will be used for ADA improvements throughout Treasure Island and parts of JFK. (i.e. crosswalks, signage, audible beacons, etc.)	$ 150,000.00	Any amount over the contract	No	N/A	N/A	Pending contract execution.
7	Baywalk Construction	Florida Inland Navigation District	Construction of Baywalk Plaza (South Side-Phase II)	N/A	10/1/2018 - 9/30/2020	Funding will be used to complete construction of the Baywalk Plaza (South Side)	$ 180,000.00	$ 180,000.00	Yes	No	N/A	Contract was executed in February 2019. Village is collecting final invoices for closeout.
8	Public Works-NEW	State Appropriation - FDOT	North Bay Village Sidewalk/ADA Improvements	FM445787-1	Pending Contract Execution	Funding will be used for ADA improvements throughout the Village	$ 229,950.00	None	No	No	N/A	
9	Public Works-NEW	State Appropriation - FDEP	North Bay Island Stormwater Improvements	LPA0031	Pending Contract Execution	Project scope pending	$ 200,000.00	None	No	No	N/A	

North Bay Village
2016-2018 Active Grants

	Project Category	Funder Name	Project Title	Contract #	Contract Period	Purpose	Award Amount	Match Required	Has Project Started?	Reimbursement Submitted?	Amount Reimbursed	Next Steps
10	Parks - NEW	REALTOR Association	Dog Park	N/A	Expires 12/31/2019	Construction of Dog Park	$ 5,000.00	None	Yes	No	N/A	Pending final design and construction expected to be substantially complete by 12/31/2019
11	Parks - NEW	Florida League of Cities - City Catalyst	Dog Park	N/A		Construction of Dog Park	$ 1,500.00	None	Yes	No	N/A	Pending final design and construction expected to be substantially complete by 12/31/2019
12	Public Works- NEW	Neat Streets	Plant street trees	N/A	Expires 8/30/2019	Planting of streets trees	$ 11,948.00	$ 11,948.00	No	No	N/A	Trees have been ordered and will be planted ASAP.
13	Police Department - NEW	Florida Dept of Health	Opioid emergency response	N/A	3/1/2019 until complete	20 doses of Opioid antagonist	$ 3,000.00	None	Yes	No	N/A	This project is managed by the PD. The PD received doses and not funds.
14	Police Department - NEW	Florida Department of Law Enforcement	Law Enforcement Support	JAGD-Dade-6-N3 PLUS JAGC-Dade	7/1/2018 - 12/31/2019	Overtime Hours for coverage to maintain SRO at TIES	$ 3,341.00	None	No	No	N/A	
15	Public Works - NEW	The Miami Foundation-Public Space Challenge	Urban Trail	TBD	9/27/2019-10/15/2020	Construction of Urban Trail	$ 20,000.00	Amount over award	No	No	N/A	Pending Commission approval
16	Public Works - NEW	FEMA-FDEM	Undergrounding of Utilities	TBD	TBD	Undergrounding of Utilities	$ 11,000,000.00	25%	No	No	N/A	Pending Commission approval
						Total:	**$ 13,398,995.00**					

Bell Tower Consulting Group, LLC

Last Updated 9/30/2019

North Bay Village
Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Elora Riera, Village Clerk

THROUGH:

SUBJECT: Village Clerk's Report - September 2019

RECOMMENDATION

BACKGROUND AND ANALYSIS
Please see attached report.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None.

PERSONNEL IMPACT
None.

North Bay Village

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

October 1, 2019

Re: Village Clerk Monthly Report

Dear Mayor, Vice Mayor and Members of the Village Commission,

Below please find the department report for the tasks and activities carried out by the Office of the Village Clerk for the month of September, 2019.

Village Clerk's Office Report Summary

- 7 Meetings were held in September.
  - September 9, 2019 – Resident Services Board
  - September 10, 2019 – Regular Village Commission
  - September 12, 2019 – First Budget Hearing
  - September 17, 2019 – Citizen's Budget and Oversight Board
  - September 18, 2019 – Community Enhancement Board
  - September 19, 2019 – Animal Control Board
  - September 23, 2019 – Business Development Board
  - September 25, 2019 – Sustainability and Resiliency Task Force

- 10 Resolutions were adopted in the month of September, 2019.
  - 6 Resolutions were adopted at the September 10th Commission Meeting
  - 2 Resolutions were adopted at the September 12th First Budget Hearing
  - 2 Resolutions were adopted at the September 24th Final Budget Hearing

- 1 Ordinance was adopted on 2nd Reading in the month of September, 2019.
  - 1 Ordinance was adopted at the September 10th Commission Meeting

- 5 Commission Minutes were approved in the month of September, 2019.

- 6 Board Minutes were approved in the month of September, 2019.

- The Village Clerk's Office published a total of 9 public notices for the month of September, 2019.

- 23 public records requests and requests for information were received during the month of September, 2019
  - 4 pending public records/information requests through September, 2019.

- The Village Clerk's Office received and processed a total of 5 agreements/contracts during the month of September, 2019.

- 1 Bid Opening took place during the month of September, 2019.

Regards,

Elora Riera, CMC
Village Clerk

Public Records Request Log (September - 2019)

9/1/2019	J.P. Morgan	Communications	1) A copy of e-mails used by city (including any officials or departments that send out emails) to communicate with the public and residents. 2) Contact information for A) Condo Associations B) Home Owners Associations	$ -	Friday, September 27,	26 days
9/3/2019	Sam Zamacona	Public Works	list of respondents to the Request for Qualifications (RFQ) No. 2019-05 Professional General Engineering and Architectural Services.	N/A	Wednesday, Septembe	1 day
9/3/2019	Michael Pego	Building	Please allow this email to serve as a public records request for any and all documents relating to the latest city plan for the North Bay Village Boardwalk Project.	$ -	Thursday, September 1	9 days
9/5/2019	Brent Latham	Clerk	in approximately January/February we sent out an RFP for legal services and recurved I believe five bids. Can you please provide those five responses to me?	$ -	Thursday, September 5	1 day
9/9/2019	TBC Condominiums Assoc. Inc.	Building	Any and all documents from September 1, 2012 to present date pertaining to T.B.C. CONDOMINIUM ASSOCIATION, INC. and the property located at 1880 S. Treasure Dr., North Bay Village, FL 33141 (the "property"). This request includes but is not limited to the following: 1. Your entire file regarding the building located at 1880 S. Trasure Dr., North Bay Village, FL 33141. 2. All permits and permit applications for the property. 3. Revisions, plans, reports, notes, inspection reports, inpector's notes for the property. 4. notices of commencement for the property. 5. Architectural/ Working Drawings for the property. 6. Structural Design Drawings for the Property. 7. Structural computations, Building Schedules, Schedule of Values, Plan Review notes, Plan Review Results, Product Approvals for the Property. 8. Engineering Documents and Insurance documents for the property. 9. Contractor certification for the property. 10. Notices, violations, building code violations for the property. 11. Any documentation regarding the 40 year certification of the Property.	$ -	Thursday, September 1	10 days
9/9/2019	Marc Douthit	Code Enforcement	any code enforcement violations on both the common areas and any individual units.	$50.28	Monday, September 3(	23 days
9/10/2019	Lorenz Boulos		REC# : 00047965 RFI REQUEST FOR INFORMATION PUBLIC RECORDS REQUEST 18.70 001-00-341-3410 -18.70 Paid By:LORENZ BOULOS, LLC 4-CC 18.70 REF:MC - 3393	$35.30	Wednesday, Septembe	1 day
9/11/2019	Fane Lozman	IT, Police, Manager, Code Enforcement	Please see below request for records. 1. All texts messages from 8/20/2019 to 9/11/2019 from the personal cell phones (if business was conducted on the personal phone) and business issued cell phones of Ralph Rosado, Chief Carlos Noriega and Lieutenant Brian Collins with regards to Channel 7, Isle of Dreams property and/or Fane Lozman. 2. All e-mails from 8/20/2019 to 9/11/2019 from Ralph Rosado, Chief Carlos Noriega and Lieutenant Brian Collins with regards to Channel 7, Isle of Dreams property and/or Fane Lozman. 3. Copies of civil infraction notices that were left on boats and/or vehicles at the Isle of Dreams property.	$ -	Tuesday, September 1	6 days
9/12/2019	Nathan Cenovski	Code Enforcement	all of the code violations for the past 3 months for North Bay Village, not a specific address but all of the addresses that have received a violation, or have an open violation. Please include any and all available information for the most recent account holder as well.			
9/12/2019	Nathan Cenovski		a list of all single family addresses whose water is disconnected/ water shut off and have been disconnected. Water disconnected/shut off beginning on January 1st, 2019 to today's current date. I am not looking for one specific or single address but all of the addresses that have been shut off/ disconnected in North Bay Village, Florida. Please include any and all available information for the most recent account holder as well.			
9/12/2019	Michael Pego	Clerk	updated application deadlines for site plans and variances	N/A	Tuesday, September 1	5 days
9/12/2019	Ana Mcentee		a copy of the winning BID for the Halloween Event		Thursday, September 1	1 day
9/12/2019	Matthew Gotha	Clerk	file of the Party Membership Agreement to the Florida Green Finance Authority	N/A	Friday, September 13,	1 day
9/13/2019	Danick Baron		1. First Name 2. Last Name 3. Position Title 4. Department 5. Employment Type ie: full-time, part-time, contractor 6. General Office Phone Number 6. General Office Phone Number 7. Direct Office Phone Number 8. Business Cell Phone (if provided by City of North Bay Village) 9. Office Fax 10. Email Address 11. Office Physical Address 12. Office Mailing Address	N/A	Friday, September 13,	1 day
9/13/2019	Jack Rattner	Clerk	employment contracts for Village Employees provided to all members of our board tomorrow. These Village employees include; Manager, Clerk, Attorney, HR Director, Chief of Staff and any others who have contracts.	N/A	Monday, September 1(	3 days
9/16/2019	Leilani Calzadilla	Building	files for the permits associated with the construction of the house 7830 Miami View Dr			
9/16/2019	Susannah Nesmith	Finance	copy of the discretionary funds spent by Commissioner Julianna Strout	N/A	Thursday, September 1	3 days
9/17/2019	Richard Chervony	Clerk	Can you please direct me to where the Village has published the Notice of Proposed Tax (Increase or Decrease) and the Budget Summary as required by law.	N/A	Tuesday, September 1	> 1 day
9/24/2019	Chuck Rabin	Police	please forward me any and all information available from a police action in January of 2018, in which North Bay Village officers entered an apartment 728 at 8000 West Drive. The complex is called the Moda North Bay Village Apartments. The information related to case #2018-00002293 should include any warrants, incident reports or any other information available related to the case that involves Devin Williams and Khadijah Reed Aigoro.	$16.73	Tuesday, October 1, 20	6 days
9/24/2019	Public Housing Justice Association, LLC	Police	All emails created, received or maintained by the North Bay Village Police Department utilizing email addresses containing "@ring.com".	$ -	Wednesday, Septembe	1 day
9/25/2019	Bela Angulo	Clerk	Please send me a copy of the lease agreement or purchase agreement/PO for the postage equipment located at your facility per the Public Records Request Act, an e-mail copy of this information is preferred.	N/A	Thursday, September 2	> 1 day
9/27/2019	Alan Markelson	Clerk	Ordinance regarding applying for a variance to increase density while paying $40,000 on each additional unit	N/A	Friday, September 27,	> 1 day
9/30/2019	James Preacher	Building	if a self-storage facility has been approved / in planning stages at 1872 Kennedy (79th St) CSWY	N/A	Monday, September 3(	> 1 day

ITEM NO. 11A1

North Bay Village
Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Elora Riera, Village Clerk

THROUGH: Vice Mayor Marvin Wilmoth

SUBJECT: Amending Section 4. Membership for the Sustainability and Resiliency Task Force - ***Sponsored by Vice Mayor Marvin Wilmoth***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, MODIFYING THE MEMBERSHIP AND QUORUM REQUIREMENTS OF THE SUSTAINABILITY AND RESILIENCY TASK FORCE; PROVIDING FOR IMPLEMENTATION: AND PROVIDING AN EFFECTIVE DATE

BACKGROUND AND ANALYSIS

In January 2019, via Resolution 2019-011, the Commission of North Bay Village approved the creation of Sustainability and Resiliency Task Force.

With the intent of being inclusive, a large membership for the Task Force was established; however, the membership of eleven has caused challenges in establishing quorum, which requires a simple majority, or six members.

It is the recommendation that the Commission address this issue so as to allow the Task Force to reach quorum and conduct business.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, MODIFYING THE MEMBERSHIP AND QUORUM REQUIREMENTS OF THE SUSTAINABILITY AND RESILIENCY TASK FORCE; PROVIDING FOR IMPLEMENTATION: AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in January 2019, via Resolution 2019-011, the Commission of North Bay Village (the "Village") approved the creation of Sustainability and Resiliency Task Force (the "Task Force"), with the purpose of empowering residents and interested parties to assist the Commission in developing adaptive strategies designed to protect public infrastructure, property, water resources, natural areas and native species, and basic quality of life; and

WHEREAS, with the intent of being inclusive, a large membership for the Task Force was established; however, the membership of eleven has caused challenges in establishment quorum, which requires a simple majority, or six members; and

WHEREAS, the Commission desires to address this issue so as to allow the Task Force to reach quorum and conduct business.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. Section 4, "Membership, appointment, staggered terms, and removal," of Resolution 2019-011, which established the Sustainability and Resiliency Task Force, is hereby modified as follows:

(a) The Task Force shall consist of eleven (11) members appointed by the Commission. Five (5) of the members shall be voting members and shall be residents of the Village. ~~including a non-voting~~ The remaining membership of the task force shall be composed of six (6) non-voting members and may be comprised of residents, commercial property owners, business owners, and/or parties interested in the future well-being of the community. In order to conduct business, a simple majority of the voting members—four (4) voting members—shall constitute quorum. A member of the Village Commission shall serve as a liaison ~~to the~~ between the Task Force and the Commission. Task Force members shall serve without compensation. ~~At least six (6) members shall be residents of North Bay Village.~~ The membership as a whole shall reflect a broad range of opinion, experience, socio-economic levels races, ages, and expertise with the objective of implementing the Plan. Members should have reputations for integrity and community service and have demonstrated an interest in a field or activity related to global warming climate change.

Section 3. Implementation. The Village Manager, Clerk, and Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

Mayor Brent Latham ____

Vice Mayor Marvin Wilmoth ____
Commissioner Jose R. Alvarez ____
Commissioner Andreana Jackson ____
Commissioner Julianna Strout ____

PASSED AND ADOPTED on this _____ day of _____, 2019.

_____
Brent Latham, Mayor

ATTEST:

_____
Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

ITEM NO. 11A2

North Bay Village
Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: LaKeesha Morris, Grant Writer

THROUGH:

SUBJECT: **Resolution Approving 2019 Public Space Challenge Grant Award -** ***Sponsored by Vice Mayor Marvin Wllmoth and Dr. Ralph Rosado, Village Manager***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PUBLIC SPACE CHALLENGE GRANT AWARD FROM THE MIAMI FOUNDATION IN THE AMOUNT OF $20,000.00; AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO EXECUTE THE GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

This year the Village Commission, staff, and residents rallied together in response to The Miami Foundation's Public Space Challenge. The North Bay Village Urban Nature Trail guides pedestrians and bicyclists through three Village Parks: Vogel Park (7920 West Drive), Schonberger Park (1841 Galleon Street), and the Village Dog Park set to open in December 2019 (1335 Kennedy Causeway). Experts in sustainability planning encourage urban nature trails and pathways as essential components to creating a healthy city. A coherent sense of one's entire city is one benefit, as well as an ability to experience the different ecological zones and habitats there.

On September 30, 2019, The Miami Foundation announced that the Village has been awarded $20,000 to implement the Urban Trail.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT
None

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PUBLIC SPACE CHALLENGE GRANT AGREEMENT FROM THE MIAMI FOUNDATION IN THE AMOUNT OF $20,000.00; AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO EXECUTE THE GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER RALPH ROSADO)

WHEREAS, the Miami Foundation Public Space Challenge supports innovative projects that help create, activate or improve how Miamians move around Miami-Dade County; and

WHEREAS, the Village was awarded a $20,000 Public Space Challenge Grant to implement the Urban Trail Project (the Project); and

WHEREAS, the Project consists of adding bike racks, hydration stations, and park wayfinding signs that double as public art along the trail connecting the Village's parks; and

WHEREAS, the Village finds that this resolution will promote the health, safety and welfare of the Village's residents.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Village Commission approves the award of a 2019 Public Space Challenge Grant in the amount of $20,000.00 in substantially the form as attached in Exhibit "A".

Section 3. Implementation. The Village Manager or his designee is authorized execute the Grant Agreement and any subsequent agreements or documents with The Miami Foundation or the selected contractors/vendor on behalf of the Village, subject to the Village Attorney's approval as to form, content and legal sufficiency.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

Mayor Brent Latham ____
Vice Mayor Marvin Wilmoth ____
Commissioner Jose R. Alvarez ____
Commissioner Andreana Jackson ____
Commissioner Julianna Strout ____

PASSED AND ADOPTED on this _____ day of _____, 2019.

_____
Brent Latham, Mayor

ATTEST:

_____
Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
VILLAGE ATTORNEY

2019 Public Space Challenge | Grant Agreement

Submit all pages with any attachments as a single PDF to Chelsea Clark at cclark@miamifoundation.org.

Grantee Organization Name: North Bay Village

Grantee Organization Address: 1666 Kennedy Causeway, Suite 300

Amount: $ 20,000

Grant Period: October 7, 2019 – October 1, 2020

Project Name: North Bay Village Urban Trail

Grant Description: Create an Urban Trail in North Bay Village by adding bike racks, hydration stations, and park wayfinding signs that double as public art.

Grant Terms and Conditions

This grant is made possible through funding support from The Miami Foundation and Target.

The Miami Foundation ('the Foundation') is pleased to enter into this grant agreement based on the following terms and conditions. Please return **all pages** of this agreement to Chelsea Clark at cclark@miamifoundation.org. Keep a copy for your records.

1. To use the grant only for the purpose specified in the proposal approved by the Foundation, and in accordance with the approved budget; to use equipment purchased with the grant only for purposes the grant was made.

2. If changes to the program scope or intent or the budget are needed, request advance written approval.

3. If applicable, to maintain financial records consistent with generally accepted accounting principles; have them audited annually as appropriate; and provide a financial accounting for how the grant was used.

4. Report on usage of the grant as per the schedule in this grant agreement and following the Foundation's reporting guidelines; be prepared to provide additional information and documentation if requested.

5. Report on any part of the grant not expended and, if requested, return grant dollars to the Foundation;

6. Grantee will maintain its tax-exempt status as a Section 501(c)(3) organization classified as a public charity under Sections 509(a)(1) or (2) current throughout the period of this grant.

7. Funds provided by the Foundation may not be used:

    a. To carry on lobbying activities as defined under Section 501(c)(3) of the Internal Revenue Code

    b. For partisan political activities prohibited under Section 501(c)(3) of the Internal Revenue Code

8. To prominently acknowledge that support has been provided by the Foundation and Target in the following ways:

a. By including The Miami Foundation, Public Space Challenge and Target logos on the physical project or, if the project is an event or series of events, on signage at your events

b. By acknowledging The Miami Foundation and Target in any and all publications, communications and collateral materials produced by the recipient in connection with or regarding this project. Refer to your project as a "2019 Public Space Challenge project." Your project must use The Miami Foundation, Public Space Challenge and Target logos. In media communications, please use this statement or a close variation: "This project was made possible by the 2019 Public Space Challenge, a program of The Miami Foundation with support from Target."

9. Payments will be released based on review of all required documentation. Grantees must demonstrate compliance with this grant agreement and sufficient performance on supported activities through the project activities checklist and project budget submitted with the final application. Failure to comply with this grant agreement or inadequate performance could result in payments being withheld or withdrawn and make the agency ineligible for future grants.

Reporting Requirements and Schedule

Required Documentation	Due Date
Signed grant agreement	9/27/19
Q1 report	1/15/20
Q2 report	4/15/20
Q3 report	7/15/20
Final report	10/15/20

For the first, second and third quarter reports, please send a short, informal email to Chelsea Clark at cclark@miamifoundation.org by the dates listed above.

At the end of your grant period, you must submit a final report to the Foundation by completing the following requirements and emailing to Chelsea Clark at cclark@miamifoundation.org by the date listed above:

- Grantee Financial Report (enclosed)
- Grantee Narrative Report (enclosed)
- 'Before' and 'after' photos of the public space to be improved and/or activated

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Primary Grant Contact Information

Please complete the following fields for the Foundation's reference:

Name: Jose Olivo

Title: Public Works Director

Mailing Address: 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Phone: 305-756-7171

Email: jolivo@nbvillage.com

Grant Payment Information

Grantee Organization: North Bay Village

Grantee IRS EIN: 59-6000388

Payee Contact Name: Ralph Rosado, Village Manager

Payee Mailing Address: 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Payee Phone: 305-756-7171

Payee Email: rrosado@nbvillage.com

ACH Electronic Transfer Information

All grants will be paid via ACH electronic transfer.

Bank Name: _____

Bank Routing Number: _____

Bank Account Number: _____

Signature of Grantee Authorized Representative

I agree to and accept the Terms and Conditions of this grant agreement set forth by The Miami Foundation. I understand that grant awards are typically made through competitive cycles each year. Unless program guidelines state otherwise, grantees should view the Foundation's grants as one-time awards. I understand that grantees are strongly encouraged to use this opportunity to secure other financial support for ongoing activities.

Name: Ralph Rosado, PhD, AICP

Title: Village Manager

Signature: _____

Date: _____

Signature of Authorized Representative at The Miami Foundation

Name: Dawn Shirreffs

Title: Director of Public Affairs

Signature: _____

Date: _____

ITEM NO. 11A3

North Bay Village Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Jose Olivo, Public Works Director

THROUGH:

SUBJECT: Recommendation of Award for Request for Qualifications (RFQ) No. 2019-05 "Professional General Engineering and Architectural Services" - *Jose Olivo, Public Works Director*

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING REQUEST FOR QUALIFICATIONS #2019-05, "PROFESSIONAL GENERAL ENGINEERING AND ARCHITECTURAL SERVICES," TO THE 5 TOP RANKED FIRMS; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE PROFESSIONAL SERVICES AGREEMENT AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION: AND PROVIDING AN EFFECTIVE DATE

BACKGROUND AND ANALYSIS

In accordance with Florida Statute 287.055 (Consultant's Competitive Negotiation Act), a Request for Qualifications (RFQ) for Professional General Engineering and Architectural Services was issued by the Village on August 1, 2019 for selection of professional engineering and architectural firms. The selected firms will be used as funding is made available for general engineering and architecture projects. The RFQ submittals for Professional General Engineering and Architectural Services were due on Friday, August 30, 2019 and publicly opened. A total of eleven (11) submittals were received from which all eleven (11) were considered responsive in accordance with the RFQ submittal requirements.

Following the bid opening, an Evaluation Selection Committee comprised of three (3) voting

members was tasked with evaluating and scoring all eleven (11) submitted proposals. Thereafter, the Evaluation Selection Committee met at a publicly noticed meeting held on Tuesday, October 1, 2019 at Village Hall to discuss and finalize score evaluations. The proposals were evaluated and then ranked pursuant to the evaluation criteria listed below:

- Experience and Past Performance = 40 points
- Personnel Qualifications = 35 points
- Quality and Completeness of Submittal = 25 points

Below are the results from the evaluation selection committee's review of proposals ranked in accordance with the RFQ evaluation criteria.

Proposing Firms (ranked) Awarded Points (Max. 300 points)
1. BCC Engineering 287
2. Stantec Consulting Services 286
3. EAC Consulting, Inc. 271
4. Calvin Giordano & Assoc., Inc 249
5. Kimley Horn & Assoc. 245
6. Chen Moore & Assoc. 244
7. Snubbs Consulting, Inc. 243
8. Coastal Systems International, Inc. 240
9. The Betajones Group, Inc. 233
10. EA3 Civil Engineering 223
11. Eastern Engineering Group 195

Attached are committee member score sheets, composite score sheet and signed Conflict of Interest Disclosure Form.

The Evaluation Committee was comprised of the following three (3) members:

- Jorge Gomez, P.E. Deputy Director, Public Works Department, City of Coral Gables
- Mark Spanioli, P.E. Public Works Director, Village of Pinecrest
- Mario Diaz, Chief of Staff, North Bay Village

Based on the committee’s evaluation and the capital workload anticipated in the next five (5) years for the Village, staff respectfully requests the Village Commission to authorize the Village Manager to negotiate and enter into professional services agreements with the five (5) firms below, ranked highest by the Evaluation Selection Committee for a period of two years, with provisions to renew for three additional one (1) year periods at the established hourly rates.

Firms (top five)	Awarded Pts. (Max. 300)
1. BCC Engineering	287
2. Stantec Consulting Services	286
3. EAC Consulting, Inc.	271

4. Calvin Giordano & Assoc., Inc 249
5. Kimley Horn & Assoc. 245

The execution of professional services agreements do not commit the Village to any amount of fees nor guarantees any work. Any work orders in excess of $15,000 during the term of the contract would need to be brought before Village Commission for approval.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

North Bay Village

Request for Qualifications

PROFESSIONAL GENERAL ENGINEERING AND ARCHITECTURAL SERVICES

RFQ # 2019-05

North Bay Village

Request for Qualifications

PROFESSIONAL GENERAL ENGINEERING AND ARCHITECTURAL SERVICES

RFQ # 2019-05

NOTICE: Pursuant to the North Bay Village Procurement Ordinance, sealed Statements of Qualifications for consideration to provide the services detailed in the scope of services listed below shall be received by the Village Clerk's Office, North Bay Village, 1666 Kennedy Causeway, Suite 300 until 11:00 am on August 30, 2019. The Statements of Qualifications shall be clearly marked **"Professional General Engineering and Architectural Services RFQ # 2019-05."**

All Statements of Qualifications shall be publicly opened and recorded on August 30, 2019 at 11 a.m. Late submittals shall not be accepted or considered.

Respondents are to deliver One (1) original and Four (4) copies of the submittal Requests for Qualifications and experience and other pertinent information for consideration. The original and all four copies shall be marked accordingly as "original" or "copy," and shall be submitted in three-ring binders. In addition, respondents are to deliver three (3) labeled CD's containing a PDF copy of all materials submitted in the Request for Qualifications. Failure to comply shall deem submittal as nonresponsive.

NORTH BAY VILLAGE reserves the right to accept any Requests for Qualifications deemed to be in the best interest of the Village or to waive any informality in any Qualifications. The Village may reject any or all submittals and re-advertise.

PROJECT OVERVIEW

North Bay Village is soliciting Statements of Qualification from interested parties and/or firms for the provision of Professional General Engineering and Architectural Services, as more particularly described herein. Through a Request for Qualification process described herein, persons and/or firms interested in assisting the Village with the provision of such services must prepare and submit a qualifications packet in accordance with the procedure and schedule in this RFQ. The Village will review submittals only from those persons and/or firms that submit a Request for Qualifications packet which includes all the information required to be included as described herein (in the sole judgment of the Village).

Consultants may perform work for various departments of the Village including, but not limited to, Public Works, Building, and Planning & Zoning. The Village anticipates the majority of the scope of work to be engineering related.

The scope of services include, but are not limited to, providing general engineering and architectural services to provide planning, reviews, assessments, reports, studies, design, project permitting, renderings, schedules, cost estimates, construction specifications, project management, construction inspection and construction management for projects such as marine construction, roadway, transportation/traffic signalization, traffic calming, drainage, water, sanitary sewer, site plan, architectural planning and Design (incl. structural, mechanical, electrical and plumbing), sustainability, environmental and landscaping. North Bay Village (NBV) is approximately (2.2) square miles composed of (3) main islands: Harbor Island, North Bay Island and Treasure Island which are all surrounded by Biscayne Bay. The Village owns and maintains water, sewer and stormwater utilities as well as (2) small parks. NBV streets are entirely residential in nature except for Kennedy Causeway which runs east-west through North Bay Village limits. Kennedy Causeway is owned and maintained by the Florida Department of Transportation.

In order to be considered, consulting firms or team joint ventures must have experience in all related areas described above and be particularly familiar with the design criteria and standards used within each area of expertise and in particular the practices of the State of Florida Department of Transportation, Miami-Dade County Department of Public Works and Transportation, Miami-Dade County Department of Environmental Resources Management, Miami-Dade County Water and Sewer Department, the State of Florida Department of Health, the State of Florida Department of Environmental Protection and the South Florida Water Management District as well as applicable building codes. Consultants should also be familiar with the standards, practices, requirements and applicable ordinances of North Bay Village. The Village understands that not all of the interested firms provide services for all of the different disciplines mentioned; therefore the Village will consider joint ventures. Contracts will be awarded in accordance with Florida Statutes 287.055 (CCNA Act).

It is the Village's intention to:

(a) Solicit responses from interested parties
(b) Evaluate the responses

(c) Conduct oral presentations (if necessary)
(d) Verify the information presented and
(e) Negotiate and award a contract to a selected Respondent.

The selected Respondent must agree to abide by and be governed by North Bay Village Ordinances and Resolutions, some which may have a bearing on the services involved in any agreement(s) issued as a result of this RFQ. No minimum amount of such service or compensation will be assured to a selected respondent and the Village will not be prevented in any manner from retaining other firms at its sole discretion.

The Village reserves the right to request that the selected Respondent(s) obtain services through sub consultants to supplement the expertise and resources which may be required at any given time and for the purpose of carrying out the intent of the requirements herein. All questions or comments should be directed to the following email at eriera@nbvillage.com.

All inquiries must reference Professional General Engineering and Architectural Services RFQ # 2019-05 in the subject line. No phone calls will be accepted in reference to this RFQ.

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RFQ # 2019-05

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1.0 SCHEDULE OF EVENTS

Deadline for Written Questions:
5:00 p.m., August 12, 2019

Deadline for Submittal & Qualifications Opening:
11:00 a.m., August 30, 2019
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

For directions, please call 305-756-7171

Remainder of page intentionally left blank

2.0 GENERAL CONDITIONS

THE FOLLOWING INFORMATION IS CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO REQUEST FOR QUALIFICATIONS.

2.1 DEFINITIONS

2.1.1 We/Us/Our/Village

These terms refer to North Bay Village, Florida. They may also be used as pronouns for various subsets of the Village organization including, as content will indicate.

2.1.2 Respondent

Any business entity submitting a response to this solicitation.

2.1.3 RFQ

Means this Request for Qualifications including Exhibits, Appendices and Attachments, and all addenda thereto.

2.1.4 Short List

Respondents selected pursuant to this RFQ to submit proposals in response to the RFQ.

2.1.5 Qualifications

The written, sealed document submitted by the Respondent according to the RFQ instructions. A response to this RFQ shall not include any verbal interactions with the Village apart from submittal of formal written Qualifications.

2.1.6 Joint Venture Team

Team of subconsultants led by a primary consultant.

2.2 CLARIFICATION

Questions regarding this RFQ should be directed in writing by email, to the Procurement email address specified on the title page. Answers, citing the question but not identifying the questioner, will be distributed simultaneously to all known prospective Respondents. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Village Manager's decision shall be final and conclusive.

2.2.1 Written Addenda

If it becomes evident that this RFQ must be amended, we will issue a formal written addendum to all known prospective Respondents. If necessary, a new Qualifications opening date may be established by addendum.

2.3 COST OF PREPARATION

The Village will not be responsible for any expenses incurred by the Respondents for the preparation of Qualifications related to this procurement, or for conduct of any negotiations related to potential award of the Contract.

2.4 EXAMINATION OF DOCUMENTS

The Respondent must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Respondent may request clarification by written request to the Procurement email address. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the Village's Procurement Division as having received the RFQ documents. No person is authorized to give oral interpretations of, or make oral changes to, the RFQ. The issuance of written addendum shall be the only official method whereby such an interpretation or clarification is made.

2.5 FORMAT AND SIGNATURES

To receive consideration, responses to this RFQ shall be submitted on the forms as provided by the Village. **This Request for Qualifications shall be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out**. Qualifications must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the Request for Qualifications may be attached behind the Solicitation Response form. Copies may be obtained from the Village Clerk, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141. Responses 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. Responses 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.

The original response to this RFQ, with one (1) original, four (4) copies and three (3) CDs containing a PDF file of all documents submitted, must be presented in a sealed envelope, box, or container to the Village Manager's Office, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141 at or prior to the time noted on the RFQ opening date. Responses received after that time will not be accepted. It will be the sole responsibility of the Respondent to deliver their Qualifications to the Village Manager's Office on or before the closing hour and date indicated. Statements of Qualifications shall be submitted in a sealed envelope, box or container clearly marked in the exterior "Professional General Engineering and Architectural Services RFQ # 2019-05"

ANY STATEMENT OF QUALIFICATIONS SUBMITTALS RECEIVED AFTER THE STATED OPENING DATE AND TIME SHALL BE REJECTED AND WILL BE RETURNED UNOPENED.

2.6 PUBLIC RECORDS

Upon award recommendation or ten (10) days after the opening of RFQ responses, whichever is earlier, any material submitted in response to this Request for Qualifications will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Respondents must claim the applicable exemptions to disclosure provided by law in their response to the Request for Qualifications by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The Village reserves the right to make any final determination on the applicability of the Public Records Law.

2.7 WITHDRAWAL OF QUALIFICATIONS

A Respondent may, without prejudice, withdraw, modify, or correct the response to this RFQ after it has been deposited with the Village, provided the request and any subsequent modifications and/or corrections are filed with the Village in writing before the time for opening Qualifications. The original response as modified by such writing will be considered as the Qualifications submitted by the Respondent. No oral Qualifications modifications will be considered.

2.8 RIGHT TO REJECT ANY AND/OR ALL QUALIFICATIONS

The Village reserves the right to reject any and/ or all responses to RFQ or sections thereof, and waive any technicalities. As a matter of information, the Village Commission does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any responses, which, in the judgment of the Village, will best serve the needs and interests of the Village. This offering of Request for Qualifications itself does not in any way constitute a contractual agreement between North Bay Village and the Respondent. However, the contents of the offered document, as well as the proposed documents, may be used for details of the actual agreement between the Respondent and North Bay Village. Furthermore, the Village reserves the right to award without further discussion.

2.9 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this Request for Qualifications prior to delivery, it shall be the responsibility of the Respondent to notify the Village at once. The Village reserves the right to accept the alteration or cancel the Contract at no expense to the Village.

2.10 INQUIRIES

Any questions regarding this RFQ should be directed in writing to the Village Clerk via email at: eriera@nbvillage.com. All inquiries must have in the subject line

the following: Professional General Engineering and Architectural Services RFQ # 2019-05.

Respondents requiring clarification or interpretation of the RFQ must submit them via e- mail on or before the close of business at 5:00 p.m., August 12, 2019. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Respondents. In addition, inquiries and responses may also be posted on the North Bay Village website.

2.11 PURPOSE

The purpose of this Request for Qualifications (RFQ) is to invite interested parties to submit and substantiate their Qualifications to provide Professional General Engineering and Architectural Services to North Bay Village. North Bay Village desires to retain one or more professional consultant(s) or joint ventures to provide professional services "as required" under a general professional services contract to perform work as needed or on a rotational basis. Interested consultant firms, individuals and/or joint ventures shall be qualified pursuant to state law. The selected consultant(s) must be presently located or willing to establish an office in Miami-Dade County or Broward County. This statement describes and defines in general the services required.

2.12 DUE DATE

All Qualifications are due no later than August 30, 2019 at 11:00 a.m., EST or anytime prior thereto at the Village Clerks' Office, Village Hall, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33166. All Qualifications received will be publicly open on the date and the time specified. All Qualifications received after that time shall be returned, unopened.

Original Qualifications and four (4) copies must be submitted in three ring binders properly tabbed. Three (3) CD copies of Qualifications must be located in the front pocket of the binder containing the original Qualifications. CD copies must be properly labeled with the Respondent's name and "Professional General Engineering and Architectural Services RFQ # 2019-05." Failure to provide exact copies of original submission as required shall be sufficient to deem submittal unresponsive.

Original Qualifications and four (4) copies must be submitted in a sealed envelope or box or container clearly marked with the RFQ title. EMAILED OR FAXED Qualifications will not be accepted.

Qualifications received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Qualifications shall be decided in the favor of North Bay Village. Respondents shall assume full

responsibility for timely delivery at the location designated for receipt of Qualifications. North Bay Village cannot be responsible for Qualifications received after opening time and encourages early submittal. Qualifications received by the Village after the time specified for receipt will not be considered.

END OF SECTION

3.0 SPECIAL CONDITIONS

3.1 Any and all Special Conditions that may vary from the General Conditions shall have precedence.

3.2 LICENSING

All prime respondents shall provide at the end of the submittal, a copy of their local occupational/business license and State registration demonstrating the firm's authorization to transact business in the State of Florida. Florida State registration can be downloaded and printed via www.sunbiz.org.

3.3 ATTACHED FORMS

3.3.1 Non-Collusion Affidavit

Each Prime Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the Statement of Qualifications. Village considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this Invitation to Participate, the Party certifies the Respondent has not divulged, discussed or compared his response with other Parties and has not colluded with any other respondents or parties to this Statement of Qualifications whatsoever. Also, the Respondent certifies, and in the case of a joint response, each Respondent thereto certifies, as to his own organization, that in connection with this Statement of Qualifications.

No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Statement of Qualifications for the purpose of restricting competition.

The only person or persons interested in this Statement of Qualifications, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Statement of Qualifications or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Respondent for the purpose of doing business.

3.3.2 Americans with Disabilities

As part of any Statement of Qualifications, each Prime Respondent must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

3.3.3 Compliance with Equal Employment Opportunity

The Prime Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

3.3.4 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Statement of Qualifications to provide any goods or services to a public entity, may not submit a Statement of Qualifications with a public entity for the construction or repair of a public building or public work, may not submit Statement of Qualifications on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being place on the convicted vendors list.

3.4 COMPLIANCE WITH ORDERS AND LAWS

Successful Respondents/Parties shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFQ and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to employment practices, rate of pay or other compensation methods, and training).

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes.

Uniform Commercial Code (Florida Statutes, Chapter 672).

American with Disabilities Act of 1990, as amended.

Cone of Silence, Village Provision Code.

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.

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

Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

3.5 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of Village "Cone of Silence" are applicable to this transaction. The "Cone of Silence", as used herein, means a prohibition on any communication regarding a particular Request for Proposal (RFP), Request for Qualification (RFQ), or bid, between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and the Village Commission, Village's professional staff including, but not limited to,

the Village Manager and his or her staff, any member of the Village's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFP, RFQ, and bid after the advertisement of said RFP, RFQ, or bid.

The Cone of Silence shall terminate at the beginning of the Village Commission meeting at which the Village Manager makes his or her written recommendation to the Village Commission. However, if the Village Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the beginning of such meeting where the Village Manager will make his/her recommendation to the Village Commission.

The Cone of Silence shall not apply to:

(1) oral communications at pre-bid conferences;
(2) oral presentations before selection of evaluation committees;
(3) public presentations made to the Village Commission during any duly noticed public meeting;
(4) written communications regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Village's Purchasing Agent or Village employee designated responsible for administering the procurement process of such RFP, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
(5) communications with the Village Attorney and his or her staff;
(6) duly noticed site visits to determine the competency of bidders/proposers regarding a particular bid/proposal during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
(7) any emergency procurement of goods or services pursuant to Village Code;
(8) responses to the Village's request for clarification or additional information pursuant to section 1.10 of this RFQ;
(9) contract negotiations during any duly noticed public meeting;
(10) communications to enable Village staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award, or bid award to said bidder or proposer voidable by the Village Commission and/or Village Manager.

Please contact the Village Attorney for any questions regarding Cone of Silence compliance.

3.6 Florida Government in the SUNSHINE LAW

North Bay Village is subject to the Florida Sunshine Act and Public Records Law. By submitting a Request for Qualifications, Respondent acknowledges that the materials submitted with the RFQ and the results of North Bay Village evaluation are open to public inspection upon proper request. Respondent should take special note of this as it relates to proprietary information that might be included in its Request for Qualifications submission.

3.7 CANCELLATION

In the event any of the provisions of this bid are violated by the Respondent, the Village Manager shall give written notice to the Respondent stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the Village Commission for immediate cancellation. The Village Commission of North Bay Village, Florida reserves the right to terminate any contract resulting from this solicitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

3.8 ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of North Bay Village.

END OF SECTION

4.0 INSTRUCTIONS FOR PREPARING SUBMITTALS

4.1 RULES FOR SUBMITTALS

The submittal must name all persons or entities interested in the submittal as principals. The submittal must declare that it is made without collusion with any other person or entity submitting a submittal pursuant to this RFQ. Each firm shall only submit once as a prime and may participate as a subconsultant on more than one team. Village will accept all Architects and Engineers as prime; however, preference will be given to Civil Engineering firms that submit as prime. Village shall only consider a joint venture team or firm that provides all disciplines requested in the RFQ.

4.2 SUBMITTAL FORMAT

Respondent shall prepare their submittals using the following format and should include, but not be limited, to the following:

4.2.1. Letter of Transmittal

a.) This letter will summarize in a brief and concise manner, the respondent's understanding of the scope of work and make a positive commitment to timely performance of the work.

b.) The letter must name all of the persons authorized to make representations for the respondent including the titles, addresses, and telephone numbers of such persons. An authorized agent of the respondent must sign the Letter of Transmittal indicating the agent's title or authority. The letters should not exceed two pages in length.

4.2.2 Statement acknowledging receipt of each addendum issued by the Village.

4.2.3. Qualifications and experience of the firm(s)/individual(s) who will provide the services. The submission should include:

A. Binder and Labeling/Marking Requirements

All submissions (one original and four copies) shall be placed in three-ring binders each and tabbed according to a Table of Contents. The original and all copies shall be clearly marked accordingly as "original" or "copy." The CD copies and the four (4) required copies must be exact duplicates of the original submission. FAILURE TO PROVIDE EXACT COPIES SHALL RESULT IN SUBMITTAL BEING NON-RESPONSIVE.

B. Title Page

Show the name of Respondent's agency/firm, address, telephone number, and name of contact person, email address, date, and the subject: "Professional General Engineering and Architectural Services RFQ # 2019-05."

C. Table of Contents

Include a clear identification of the material by section and/or by page number.

D. Qualification Statement

The Qualification Statement shall be written in sufficient detail to permit the Village to conduct a meaningful evaluation of the proposed services. The Qualification Statement should be delivered in two parts. The first part is the technical submittal that shall consist of subsections (1) through (4) where subsections (1) thru (3) shall be no more than 10 pages single-sided. Where (1) thru (3) contain more than the 10 page limit, the evaluation committee shall be instructed to disregard all pages in excess of the limitation. The table of contents shall not count toward the 10 page limit. The second part (subsection 5) is all standard forms fully executed by an authorized officer of the Respondent. The technical submittal should be divided into subsections as described below.

1. Executive Summary

   Provide a brief summary describing the Respondent's approach to the work called for by the RFQ, Respondent's ability to perform the work requested, and the Respondent's background and experience in providing similar services. This summary should be brief and concise to advise the reader of the basic services offered, experience of Respondent's staff, and any other relevant information. A Project/Client Manager should be provided and assigned to manage all aspects of this work.

2. Respondent's Experience

   Describe the Respondent's organization; history and background; tax status; principals, officers, owners, board of directors and/or trustees; the primary markets served; the total current number of employees; the current number of professional employees by classification; and state the number of years that the Respondent has been in business.

3. Respondent's Past Performance
   Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Respondent has either ongoing or completed within the past five years. The description should identify for each project (I) the client, (II) description of work, (III) total dollar value of the contract, (IV) contract duration, (V) customer contact person and phone number of reference, (VI) statement or notation of whether Respondent is/was the prime Consultant or subcontractor or sub-consultant, and (VII) the results of the project.

4. Organizational Chart
   Provide an organization chart showing all key individuals (including the Project/Client Manager) assigned to their area of responsibility, including their company, title, years of experience and years employed in current title at present or former firms. This chart can be provided on either an 8.5 x 11 or 11 x 17 sheet and must clearly identify the Respondent's employees and those of the subconsultants. Copies of professional licenses for pertinent key personnel (including subconsultants) that will provide services on this RFQ should be included following the organizational chart.

5. Provide the appropriate SF 330 in support of the services requested by this RFQ. SF 330 can be downloaded from www.gsa.gov.

   - For joint venture teams:

     - No formal joint venture contracts or agreements are required between Prime and team of subconsultants.

     - Prime shall submit Section A, B, C and D of SF 330 Part I on behalf of joint venture team.

     - Information for both Prime and Subconsultants shall be submitted in sections E, F, G and H of SF 330 Part I

     - Both Prime and Subconsultants shall submit Part II of S.F. 330

     - All resume information shall be provided as part of SF 330, Part 1, Section E, "Resumes of Key Personnel

Proposed for this contract". Resumes of Key Personnel from the prime firm should also be included in the submittal as required on the attached Contact Information Worksheet.

Note: Confidential and Proprietary Information. Trade secrets or proprietary information submitted by an Applicant in connection with this pre-qualification process shall not be subject to the disclosure under Chapter 119, F.S., only whenever such information is specifically excluded in that Chapter or another section of the Florida Statutes. However, pursuant to any statutory requirements, Applicant must invoke the protections of any such section(s) prior to or upon submission of the date or other materials to be protected and state the specific statutory citation and the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the Applicant's information.

END OF SECTION

5.0 STATEMENT OF WORK

5.1 SCOPE OF WORK

The services to be provided by the consultant(s) will be: (1) General Consulting Services whereby the consultant(s) may serve as advisor, administrative consultant or technical consultant to the Village. The consultant(s) will be asked to act as a technical resource supporting and supplementing Village Staff. (2) Services could also be project specific and will be assigned on a work-order basis, whereby the consultant(s) will be asked to prepare planning documents, engineering studies, construction plans, specifications, schedules, cost estimates and/or provide project management and construction management services for specific projects as defined by the Village. The construction management services or Construction Engineering Inspection (CEI) may be provided for projects completed by the consultant(s), completed by another consultant(s) or in support of projects completed by Village staff. Other professional services to be provided may include, and not be limited to, architectural services for miscellaneous projects; design and/or construction management projects for projects such as marine construction, roadway, transportation, traffic signalization, traffic calming, drainage, water, sanitary sewer, site plan, architectural planning and design (incl. structural, mechanical, electrical and plumbing), sustainability, environmental and landscaping. From time to time, consultants may be asked to assist the Village in project coordination meetings with other municipalities, regulatory agencies, and developers, local and state governments.

Some projects issued by the Village may be eligible for Federal financial assistance by the Federal Emergency Management Agency ("FEMA") so when applicable, the project will be solicited in accordance with the Federal Procurement Standards outlined in Title 2 C.F.R. § 200.317 to 200.326. When this is the case, the Proposer shall adhere throughout the term of the awarded contract to the latest applicable FEMA policies, procedures, and directives, such as the FEMA Public Assistance Program and Policy Guide (PAPPG) FP 104-009-2 / April 2018 as may be amended, updated or replaced from time-to-time. The Proposer shall also adhere to applicable Federal law, regulations, and executive orders; and State/Local law and regulations.

The selected consultant(s) shall provide North Bay Village with the following services, but not limited to surveying/mapping and geotechnical services as needed.

A. Roadway and Drainage Design:

Includes roadway design and drainage analysis needed to prepare a complete set of roadway construction plans including drainage calculations and design, traffic control, maintenance of traffic, street lighting, permits applications and processing, as well as technical specifications, bid documents

and tabulations. All documents are to be signed and sealed by a Professional Engineer registered in the State of Florida.

B. Marine Construction:
Includes the design, calculations and analysis needed to prepare a complete set of construction documents for seawall structures, stationary/floating docks, revetments, boat ramps and boardwalks. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida.

C. Traffic and Transportation Engineering:
Includes field data collection and analysis for the preparation of traffic studies including, but not limited to: Intersection and roadway capacity analysis; signal warrant studies; complete streets; signal timing analysis and design; traffic circulation studies; traffic calming; parking; trip generation; forecasting and assignment; as well as pavement markings and signing. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida.

D. Civil Site Plan and Design:
Includes the preparation of site plans as required by the Village in accordance with planning and zoning Codes. All documents to be signed and sealed by a Professional Engineer or Architect registered in the State of Florida.

E. Environmental Engineering:
Includes field data collection, site investigations, environmental assessments and design as needed to prepare remediation plans for underground storage tanks, hazardous waste materials, asbestos removal, wetland mitigations, endangered species evaluations and permit applications. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida as applicable. Factors to be assessed include, but are not limited to: effects on natural resources; erosion and sedimentation; coastal and freshwater wetland communities; wildlife habitat and migration; air, water and soil pollution; groundwater and surface water movement and flow; and groundwater quality.

F. Water and Sewer:
Under this category, Proposers will be required to provide all services necessary to plan, design, equipment selection, preparation of construction documents, and administration of construction contracts for all types of water and sanitary sewer systems including but not limited to: water distribution and sewage collection systems, transmission lines of all sizes and types, and pumping stations. The work may include comprehensive studies and preparation of

reports, permitting compliance, master planning, hydraulic modeling, development of new facilities, repairs and improvements of existing facilities.

G. Architectural Planning & Design:
Includes the conceptual design, structural, mechanical, electrical calculations and final design layouts and sketches necessary to prepare a complete set of building structure plans and specifications (bid documents) for municipal structures and facilities. All documents to be signed and sealed by a Professional Engineer and/or Registered Architect registered in the State of Florida.

H. Contract Administration:
Includes engineering services necessary for the analysis of construction schedules, construction delay claims, change orders, preparation of progress and final payment estimates, contract correspondence, preparation of minutes for various meetings and public information programs.

I. Construction Engineering Inspection (CEI):
Includes detailed inspections during the construction process, certification of premanufactured materials, review of test results, monitoring conformance to construction plans and specifications, review and approval of shop drawings, review and recommend progress payments, preparation of progress reports.

J. Sustainable Engineering:
Designing and operation of systems that use energy and resources sustainably, that do not compromise the natural environment, specific to public infrastructure and facilities. LEED Design.

K. Landscape Design:
Preparation of landscape plans (conceptual thru final drawings and specifications) including tree selection, tree identification and biology, growth characteristics and requirements (water, soil, nutrition), installation and establishment, as well as pruning and maintenance.

END OF SECTION

6.0 EVALUATION

6.1 GENERAL OVERVIEW

The Village's selection committee will evaluate submittals and will select the respondent which meets the best interests of the Village. The Village shall be the sole judge of its own best interests, the submittals, and the resulting negotiated agreement. The Village's decisions will be final.

The purpose of the Evaluation Process is to judge the Submittals submitted in response to this Request for Qualifications in order to establish the most advantageous respondent, further identified as the #1 respondent or highest ranked. Each submittal will be evaluated by each Selection Committee member using the procedures outlined herein.

Following the opening of the submittal packages, the documents will be evaluated by a Selection Committee composed of at least three but no more than five individuals and ranked in the order of the most responsive and responsible Respondent. The criteria for ranking will be as follows:

a. Experience and Past Performance of Firm/Team – 40 points
b. Personnel Qualifications of the Firm/Team – 35 points
c. Quality and Completeness of Submittal – 25 points

The Village Manager has the right to determine that number of firms that should be short listed, and that presentations will be required from those firms. In this event the firms will be contacted and given a minimum of five days to prepare a presentation. If presentations are necessary those presentations will be ranked using similar criteria and the scoring combined with the original tabulation for a final ranking.

6.2 TIE PROPOSALS

Whenever a tie occurs for the top ranking position after the evaluation, the selection committee will review the time-stamp of the submittal of the RFQ to determine the earliest received RFQ. The selection committee shall award the earliest submitted proposal the highest ranking in a tie scenario.

6.3 SELECTION PROCESS AND AWARD OF CONTRACT

The Village anticipates entering into contracts with the firms deemed responsive and responsible and determined by the Village to be most advantageous. The Village anticipates selecting a minimum of three (3) firms but reserves the right to select more than three (3) if in the best interest of the Village to do so.

The respondent understands that this RFQ does not constitute an offer or a contract with the VILLAGE. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the respondent have been authorized by the appropriate level of authority within the Village, an agreement has been executed by parties and approved by the appropriate level of authority within the Village.

In the event the parties are unable to negotiate terms acceptable to the Village, the Village may determine to accept the offer of the second most responsive and responsible Respondent determined by the selection committee, or it may re-solicit proposals.

The Village reserves the right to reject all statements of qualifications and/or proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The Village may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter. Contracts will be awarded in accordance with Florida Statutes 287.055 (CCNA Act).

6.4 TERM

The selected Respondent must agree to abide by and be governed by North Bay Village Ordinances and Resolutions, some which may have a bearing on the services involved in any agreement(s) issued as a result of this RFQ. No minimum amount of such service or compensation will be assured to a selected respondent and the Village will not be prevented in any manner from retaining other firms at its sole discretion. The selected respondent shall enter into a two (2) year term agreement with option to renew for (3) three additional one (1) year periods.

The Village reserves the right to request that the selected Respondent(s) obtain services through sub consultants to supplement the expertise and resources which may be required at any given time and for the purpose of carrying out the intent of the requirements herein.

6.5 TERMINATION OF AGREEMENT

The obligation to continue services under this Agreement may be terminated for cause by either party upon seven (7) days written notice of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Village shall have the right to terminate this Agreement or suspend performance thereof without cause for the Village's convenience upon thirty (30) days written notice to, and shall terminate or suspend performance of

services on a schedule acceptable to Village or at the end of this thirty (30) day period, at the option of the Village. In the event of termination or suspension for Village's convenience, Village shall pay for all services performed through the date of notice of termination or suspension.

END OF SECTION

7.0 Required Forms

(These forms shall be completed by the Prime Respondent only.)

The remainder of page intentionally left blank

Solicitation Response Form

RESPONDENTS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED BOX OR PACKAGE CONTAINING ALL OF THE SUBMITTALS.

Name:	RFQ# 2019-05 General Engineering and Architectural Services
Due Date:	August 30, 2019 at 11:00
a.m. Delivery Location:	North Bay Village Village Clerk's Office 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Submitted by:	_____
(name of company and address)	_____
	_____

PLEASE DO NOT TAPE BELOW THIS LINE

For Office Use Only:

Date and Time Received:

Received by: _____

# of originals:____# of copies:_____# of CD copies: _____

CERTIFICATION OF SOLICITATION REQUIREMENTS

RFQ NO. 2019-05

RESPONDENTS MUST COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION PACKET. FAILURE TO INCLUDE SHALL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have carefully read and understand all the requirements of the solicitation including but not limited to the sections specified below. Please initial next to each requirement below:

_____	Solicitation Response Form (previous page)	
_____	Section 2.5	Format and Signatures
_____	Section 2.10	Inquiries
_____	Section 2.12	Due Date
_____	Section 1.0	Schedule of Events
_____	Section 3.2	Licensing
_____	Section 4.0	Instructions for Preparing Submittals
_____	Section 5.0	Statement of Work
_____	Section 7.0	Required Forms

As the person authorized to sign the statement, I certify that this firm is fully knowledgeable with the solicitation requirements and has fully read the entire solicitation.

_____ _____

VENDOR'S SIGNATURE NAME OF COMPANY

_____

VENDOR PRINT NAME

CONTACT INFORMATION WORKSHEET

(To be completed by prime respondent)

RFQ NO. 2019-05

COMPANY/AGENCY/FIRM NAME: _____

ADDRESS: _____

BUSINESS EMAIL ADDRESS:_____PHONE No.: _____

CONTACT PERSON & TITLE: _____

CONTACT EMAIL ADDRESS:_____PHONE No.: _____

BUSINESS HOURS: _____

BUSINESS LEGAL STATUS: (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE

BUSINESS IS A: (circle one) PARENT / SUBSIDIARY / OTHER _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: _____

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT (if different from address provided above): _____

_____

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS AND EXECUTE CONTRACTS ON BEHALF OF THE FIRM (NOTE: CONTACT PERSON CAN BE DIFFERENT FROM AUTHORIZED REPRESENTATIVE):

_____	_____	_____
(First, Last Name)	(Title)	(Contact Phone Number)
_____	_____	_____
(First, Last Name)	(Title)	(Contact Phone Number)
_____	_____	_____
(First, Last Name)	(Title)	(Contact Phone Number)

(Resumes of individuals named on this sheet must be included in submittal)

CONTACT'S SIGNATURE:_____DATE: _____

BUSINESS ENTITY AFFIDAVIT

(VENDOR/BIDDERDISCLOSURE)

RFQ NO. 2019-05

I,_____, being first duly sworn state:

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

_____

FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

_____

Name of Entity, Individual, Partners, or Corporation

_____

Doing business as, if same as above, leave blank

_____

STREET ADDRESS SUITE VILLAGE STATE ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	Ownership
		%
		%
		%

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

_____

_____

_____

_____

_____ _____

Signature of Affiant Date

_____

Printed Name of Affiant

Sworn to and subscribed before me this_____day of_____, 20____.

Personally known _____
OR
Produced identification_____

Notary Public-State of _____

_____ My commission expires:_____

Type of Identification

_____

Printed, typed, or stamped commissioned name of Notary Public

AMERICANS WITH DISABILITIES ACT (ADA)

DISABILITY NONDISCRIMINATION STATEMENT

RFQ NO. 2019-05

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

This sworn statement is submitted to North Bay Village, Florida by:_____
(print individual's name and title)

for:_____
(print name of entity submitting sworn statement)

whose business address is:_____

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

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

statement:_____-_____-_____.)

I, being duly first sworn state:

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

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

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

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

_____

SIGNATURE

Sworn to and subscribed before me this_____day of_____, 20____.

Personally known_____

OR

Produced Identification_____ Notary Public- State of_____

_____ My commission expires:_____

_____

Printed, typed, or stamped commissioned name of Notary Public

NON-COLLUSION AFFIDAVIT

RFQ NO. 2019-05

State of_____)

) SS

County of_____)

_____being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____

(Owner, Partner, Officer, Representative or Agent) of_____the BIDDER that has submitted the attached Bid;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered

in the presence of:_____

By:_____
(Printed Name)

_____

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this the_____day of_____, 20__, before me, the undersigned Notary

Public of The State of Florida, personally appeared_____and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

_____

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

_____

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

☐ Personally known to me, or

☐ Personally identification:

(Type of Identification Produced)

☐ DID take an oath,

or

☐ DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document: Number of Pages: Number of Signatures Notarized:

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

RFQ NO. 2019-05

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

1. This sworn statement is submitted to_____

by_____ for_____

_____whose business address is_____

_____and (if applicable) its Federal Employer Identification number (FEIN)

is_____(IF the entity had no FEIN, include the Social Security Number of the

individual signing this sworn statement:_____.

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

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

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

3. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the

legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

4. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

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

By:_____

(Printed Name) _____

(Title) _____

Sworn to and subscribed before me this_____day of_____, 20__

Personally known_____ Or Produced

Identification_____Notary Public - State of_____My

Commission Expires_____

(Type of Identification)
(Printed, typed, or stamped commission name of notary public)

DRUG-FREE WORKPLACE PROGRAM

RFQ NO. 2019-05

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____ _____

VENDOR'S SIGNATURE NAME OF COMPANY

_____

VENDOR PRINT NAME

ANTI-KICKBACK AFFIDAVIT

RFQ # 2019-05

STATE OF }

} SS:

COUNTY OF }

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

By: _____

Title: _____

Sworn and subscribed before this

_____day of_____, 20___

_____

Notary Public

_____

(Printed Name)

My commission expires: _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

RFQ NO. 2019-05

I,_____, _____
(Individual's Name) (Title)

of the_____, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 3.2.3 of this document.

Attachment of this executed form, as such, is required to complete a valid response to this solicitation for services.

_____
Individual's Signature

_____
Date

CONE OF SILENCE CERTIFICATION

RFQ NO. 2019-05

I,_____, _____
(Individual's Name) (Title)

of the_____, do hereby certify that
(Name of Company)

I have read and understand the terms set forth under Section 3.4 of this document titled Cone of Silence.

Attachment of this executed form, as such, is required to complete a valid response to this solicitation for services.

_____
Individual's Signature

_____
Date

RESPONDENT'S CERTIFICATION

RFQ # 2019-05

I have carefully examined the Request for Qualifications, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Qualifications. I agree that my proposal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of North Bay Village or any other proposer is interested in said proposal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

_____
Name of Business

By:

Sworn to and subscribed before me
this_____day of_____,20___

_____
Signature

_____
Name and Title, Typed or Printed

_____
Mailing Address

_____
Notary Public

_____
Village, State and Zip Code

STATE OF _____

_____
Telephone Number

_____
My Commission Expires

Acknowledgement of Addenda: Issued Addenda must be signed and submitted with response.

RFQ SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

RFQ # 2019-05

The full names and residences of persons, partners or firms interested in the foregoing RFQ, as principals are as follows:

_____	_____
_____	_____
_____	_____
_____	_____

Witness:
(seal)

_____

_____

Bidder:

_____
Firm Name

_____
Signature

_____
Print Name

_____
Title (Sole Proprietor or Partner)

Post Office Address:

_____

_____

County in which fictitious name is registered.

_____

_____
Telephone #

Attach a copy of proof of registration.

RFQ SIGNATURE PAGE FOR CORPORATION
RFQ # 2019-05

The officers of the Corporation are as follows:

	Name	Address
President		
Vice-President		
Secretary		
Treasurer		
Registered Agent		

The full names and residences of stockholders, persons, or firms interested in the foregoing RFQ, as principals, are as follows:

Post Office Address

Bidder

Corporate Name

President's Signature

Is this corporation incorporated in the State of

Attest:

Yes___No___Secretary

If no, give address of principle place of business:

DOMESTIC PARTNERSHIP CERTIFICATION FORM
RFP # 2019-05

THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL
FOR PROPOSER TO BE DEEMED RESPONSIVE

The Proposer, by virtue of the signature below, certifies that it is aware of the requirements of Section 101 of the North Bay Village's Code of Ordinances, "Requirement for Village contractors to provide equal benefits to domestic partners", and certifies the following:

Please check only one below

- ☐ 1. The Proposer currently complies with the requirements of Section 101 of the North Bay Village's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 2. The Proposer will comply with the requirements of Section 101 of the North Bay Village's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 3. The Proposer will not comply with the requirements of Section 101 of the North Bay Village's Code of Ordinances at time of award
- ☐ 4. The Proposer does not need to comply with the requirements of Section 101 of the North Bay Village's Code of Ordinances at time of award because the following exemption applies:

Please check only one below

- ☐ The Proposer's price bid for the initial contract term is $100,000 or less
- ☐ The Proposer employs less than twenty-five (25) employees
- ☐ The Proposer does not provide benefits to employees' spouses or spouse's dependents
- ☐ The Proposer is a religious organization, association, society, or non-profit charitable or educational institution
- ☐ The Proposer is a government entity
- ☐ The Proposer cannot comply with the requirements of Section 101 of the North Bay Village's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Please state the law, statute or regulation _____,
  (Attach explanation of its applicability).

DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)

I,_____,_____of _____
(Name) (Title) (Proposer)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

_____ _____
Signature Print Name

STATE OF _____)

COUNTY OF _____)

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20___

by_____, to me personally known ___ or produced

Identification ___type of identification produced:_____

_____ My commission expires:_____
Signature of Notary Public

(SEAL)

_____
Print name of Notary Public

END OF SECTION

INSURANCE REQUIREMENTS

Successful proposer shall maintain, at their sole expense, during the term of this agreement the following insurances (to be furnished at time of award):

I. **Commercial General Liability**

A. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	$1,000,000
Policy Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Products/Completed Operations	$1,000,000

B. Endorsements Required

North Bay Village listed as an additional insured Primary Insurance Clause
Endorsement Contingent and Contractual Liability Premises and Operations Liability

II. **Automobile Liability (If Applicable)** $1,000,000

Owned or Scheduled Autos, including Hired and Non Owned Autos
North Bay Village listed as an additional insured

III. **Workers Compensation**

Statutory Limits- State of Florida

Employer's Liability

A. Limits of Liability

$100,000 for bodily injury caused by an accident, each accident
$100,000 for bodily injury caused by disease, each employee
$500,000 for bodily injury caused by disease, policy limit

IV. **Professional Liability/Error's & Omissions**

A. Limits of Liability

Each Claim	$2,000,000
Policy Aggregate	$2,000,000

Retro Date Included

V. **Umbrella Liability (Excess Follow Form)**

A. Limits of Liability

Each Occurrence	$2,000,000
Policy Aggregate	$2,000,000
North Bay Village as an Additional Insured	

The above policies shall provide North Bay Village with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management

CONTINUING PROFESSIONAL SERVICES FINAL AGREEMENT
Between

NORTH BAY VILLAGE, FL
and

_____.

THIS AGREEMENT is made between NORTH BAY VILLAGE, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "VILLAGE") and_____ _____, a_____corporation authorized to do business in the State of Florida, (hereinafter referred to as the "CONSULTANT"), whose principal place of business is_____.
VILLAGE and CONSULTANT may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, pursuant to Section 287.055, Florida Statutes, the VILLAGE requested qualifications from qualified engineers and selected the CONSULTANT to provide professional engineering services with respect to assigned Work Orders; and

WHEREAS, the CONSULTANT is willing and able to perform such professional, services for the VILLAGE within the basic terms and conditions set forth in this agreement (hereinafter referred to as "Continuing Services Agreement or Agreement"); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize the Consultant to perform a Specific Project, but to set forth certain general terms and conditions, which shall govern the relationship between VILLAGE and CONSULTANT and which shall be incorporated into subsequent supplemental agreements/work orders for Specific Projects or services when required.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual terms, conditions, promises and covenants set forth below, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the VILLAGE and CONSULTANT agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 **Compensation:** The total amount paid by the VILLAGE for the CONSULTANT'S professional services for a specific project, exclusive of reimbursable expenses.

1.2 **Reimbursable Expenses:** the direct non-salary expenses directly attributable to the Project. Reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and Subconsultant's fees.

1.3 **Work Order:** an agreement to provide services for a particular Project.

1.4 **Subconsultant Fee:** the direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.5 **Travel Expenses: T**ravel expenses, whether within or outside of Miami-Dade County, and whether to the Specific Project or otherwise, shall not be reimbursed unless CONSULTANT has secured advance written authorization for such travel from the VILLAGE Manager. All approved travel expenses will be reimbursed in accordance with the VILLAGE's adopted travel policy.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 In accordance with the Consultants' Competitive Negotiation Act, the CONSULTANT may provide professional services to the VILLAGE for Specific Projects as authorized from time to time by either the VILLAGE Commission or VILLAGE Manager as authorized by subsection 2.8. The services shall be for the following types of Projects or similar disciplines: Professional Engineering Services as described in assigned Work Orders.

2.2 When the need for services for a Specific Project occurs, the VILLAGE Manager may, enter into negotiations with the CONSULTANT for that Specific Project under the terms and conditions of this Agreement. The VILLAGE shall initiate said negotiations by providing the CONSULTANT with a "Scope of Services Request," requesting from the CONSULTANT a proposal to provide professional services for the Specific Project. The CONSULTANT shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The VILLAGE Manager and CONSULTANT shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.

2.3 The VILLAGE and CONSULTANT shall utilize as the agreement for each Specific Project a Work Order ("Project Agreement"), a copy of which is attached and incorporated into this Agreement as Exhibit "A". Each agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

a. The Scope of Services;

b. The Deliverables;

c. The Time and Schedule of Performance and Term;

d. The amount of Compensation;

e. The Personnel assigned to the Specific Project;

f. Any additional contractual requirements of Section 287.055, Florida Statutes, for consultant agreements; and

g. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 It is at the VILLAGE's sole discretion to determine the most appropriate method of compensation for each Project Agreement. The CONSULTANT will submit an Estimate of Work Effort that lists the number of hours needed for each job classification under each work type. The Estimate of Work Effort will include the hourly professional service rates for each job classification listed in Exhibit "B" that includes all overhead expenses, operating margin, and direct expenses. The Project Agreement shall specify the Consultant's method of compensation with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 The professional services to be rendered by the CONSULTANT shall commence subsequent to the execution of each Project Agreement. Performance of work by CONSULTANT prior to execution of a Project Agreement shall be at Consultant's sole risk. Upon the commencement of the term of the Project Agreement, 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 in the Project Agreement. The number of calendar days provided in the Project Agreement for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

2.6 The CONSULTANT shall submit to the VILLAGE all final deliverables within the Contract Time as noted in the each Project Agreement and associated CONSULTANT Proposal.

2.7 Unless otherwise excused by the VILLAGE in writing, in the event that the CONSULTANT fails to meet to the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the VILLAGE the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: $200.00 per day. The CONSULTANT may claim extension if the factors involved are not under their direct control. Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this Agreement. When the VILLAGE reasonably believes that completion will be inexcusably delayed, the VILLAGE shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the VILLAGE to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the VILLAGE has withheld payment, the VILLAGE shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

2.8 The VILLAGE Manager is authorized to negotiate and execute a Project Agreement for Projects in which the CONSULTANTS' services do not exceed $15,000.00.

2.9 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. In the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall apply.

SECTION 3. TERM/TERMINATION/SUSPENSION

3.1 **Term of Agreement:** This Continuing Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of two years with an option to renew for three (3) additional one (1) year periods, unless further extended by option or renewal and/or until terminated pursuant to Section 3.2 or other applicable sections of this Agreement. Each Project Agreement shall specify the period of service agreed to by the VILLAGE and CONSULTANT for services to be rendered under said Project Agreement.

3.2 **Termination for Convenience:** This Continuing Services Agreement may be terminated by the VILLAGE for convenience upon thirty (30) calendar days written notice to the CONSULTANT or on seven (7) days notice with cause, which cause shall be defined as substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

3.3 **Effect on Project Agreement:** Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s).

3.4 **Non-Exclusive Agreement:** Notwithstanding the provisions of Subsection 3.1, the VILLAGE Manager may issue requests for proposals for this professional discipline at any time and may utilize the services of any other consultants retained by the VILLAGE under similar continuing services agreements. Nothing in this Agreement shall be construed to give the CONSULTANT a right to perform services for a specific project.

3.5 **For Cause:** A Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the 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 CONSULTANT abandons this Project 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 by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.6 of this Agreement and the provision of Section 3.6 shall apply.

3.6 **For Convenience:** A Project Agreement may be terminated by the VILLAGE for convenience upon fourteen (14) 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 for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 4.1 of this Agreement. Under no circumstances shall the VILLAGE make any payment to the CONSULTANT for services which have not been performed.

3.7 **Assignment Upon Termination:** Upon termination of a Project Agreement, a copy of all of the Consultant's work product 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. Further, upon the VILLAGE'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

3.8 **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 thirty (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 its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

SECTION 4. BILLING & PAYMENT TO THE CONSULTANT

4.1 **Billing:** CONSULTANT shall submit invoices which are identified by the specific Work Order 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 Fee Schedule set forth in the Project Agreement. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the VILLAGE. The VILLAGE shall pay CONSULTANT within thirty (30) calendar days of approval by the VILLAGE Manager of any invoices submitted by CONSULTANT to the VILLAGE.

4.2 **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 additional backup documentation 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 shall pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

4.3 **Suspension of Payment:** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of the 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.

4.4 **Retainage:** The VILLAGE reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the project is completed. For projects that are divided into several phases, any retainage shall be withheld and released individually for each phase of the project. Said retainage may be withheld at the sole

discretion of the VILLAGE Manager and as security for the successful completion of the CONSULTANT'S duties and responsibilities under the Project Agreement.

4.5 **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 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

5.1 **Changes Permitted.** Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the VILLAGE by Change Order without invalidating the Project Agreement.

5.2 **Change Order Defined.** Change Order shall mean a written order to the CONSULTANT executed by the VILLAGE, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

5.3 **Effect of Executed Change Order.** The execution of a Change Order by the VILLAGE and the CONSULTANT shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The CONSULTANT, by executing the Change Order, waives and forever releases any claim against the VILLAGE for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

5.4 **Modifications to Scope of Services:** 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 6. SURVIVAL OF PROVISIONS

6.1 Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive

termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. VILLAGE'S RESPONSIBILITIES

7.1 Assist CONSULTANT by placing at its disposal all available information as may be requested in writing by the CONSULTANT and allow reasonable access to all pertinent information relating to the services to be performed by CONSULTANT.

7.2 Furnish to CONSULTANT, at the CONSULTANT'S written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by CONSULTANT, in possession of the VILLAGE.

7.3 Arrange for access to and make all provisions for CONSULTANT to enter upon public property as required for CONSULTANT to perform services.

SECTION 8. CODE OF ETHICS

8.1 The code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference.

8.2 CONSULTANT warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

SECTION 9. POLICY OF NON-DISCRIMINATION/WAGES

9.1 The CONSULTANT shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

9.2 If the project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, CONSULTANT shall be required to comply with the same.

SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES

10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the VILLAGE or furnished by the CONSULTANT pursuant to any Project Agreement, shall become the property of the VILLAGE, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to the VILLAGE

within five (5) calendar days after receipt of written notice requesting delivery of said documents or digital files. The CONSULTANT shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the CONSULTANT, without the VILLAGE'S prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the CONSULTANT for each Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the VILLAGE.

10.3 All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.

10.4 All deliverables should be provided in hard copy format as well as electronic format to the VILLAGE. Drawings should be provided in CADD, spread sheets in Excel, and written documentation should be provided in Microsoft Word. The date of submittal to the VILLAGE shall be deemed to be the later of delivery of hard copies and delivery of electronic copies as applicable.

SECTION 11. RECORDS/AUDITS

11.1 CONSULTANT shall maintain and require Sub consultants to maintain, complete and correct records, books, documents, papers and accounts pertaining to the Specific Project. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the VILLAGE Manager or any authorized VILLAGE representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each Project Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the VILLAGE of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the VILLAGE.

11.2 The CONSULTANT shall comply with Chapter 119, Florida Statutes, as applicable.

11.3 Refusal of the CONSULTANT to comply with the provisions of Sections 11.1 or 11.2 shall be grounds for immediate termination for cause by the VILLAGE of this Agreement or any Project Agreement.

SECTION 12. NO CONTINGENT FEE

12.1 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the CONSULTANT violates this provision, the VILLAGE shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

13.1 The CONSULTANT is an independent contractor under this Agreement and any Project Agreements. Personal services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the VILLAGE. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement or any Project Agreements shall be those of the CONSULTANT.

SECTION 14. ASSIGNMENT; AMENDMENTS

14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the VILLAGE.

14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

15.1 Pursuant to Section 725.08, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the VILLAGE and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT or any persons employed or utilized by the CONSULTANT in the performance of this or any Project Agreement.

SECTION 16. INSURANCE

The CONSULTANT shall secure and maintain throughout the duration of this Agreement and any Project Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the VILLAGE against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the VILLAGE, its officials, employees, agents and volunteers. Any insurance maintained by the VILLAGE shall be in excess of the CONSULTANT'S insurance and shall not contribute to the CONSULTANT'S insurance. The insurance coverage's shall include a minimum of: See Insurance Requirements.

SECTION 17. REPRESENTATIVE OF VILLAGE AND CONSULTANT

17.1 **VILLAGE Representative**. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The VILLAGE designates the VILLAGE Manager or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

17.2 **CONSULTANT Representative**. CONSULTANT shall inform the VILLAGE Representative, in writing, of the representative of the CONSULTANT to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

18.1 If either the VILLAGE or CONSULTANT is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.

18.2 In the event of any litigation arising out of this Agreement or Project Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

SECTION 19. PRIORITY OF AUTHORITY OF INSTRUMENTS

19.1 The relationship between the Parties shall be governed by several contract documents, all of which, when read together, shall constitute one agreement between the Parties. The contract documents include this Agreement, one or more ensuing Project

Agreements, and the Village solicitation documents. In the event of conflict be between or amongst the contract documents, priority shall be as follows: Project Agreements, then this Agreement, and followed by the Village's solicitation documents, including any addenda thereto. Otherwise, there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in the contract document . Accordingly it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONSULTANT'S RESPONSIBILITIES

20.1 Any and all drawings, studies, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction and shall comply with all applicable VILLAGE Codes, state and federal laws, rules and regulations.

20.2 The CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the services for each Project Agreement as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper under similar circumstances. If at any time during the term of any Project Agreement or the construction of the Project for which the CONSULTANT has provided engineering, architectural landscape architectural, surveying or mapping services under a prior Project Agreement, it is determined that the CONSULTANT'S documents are incorrect, defective or fail to conform to the Scope of Services of the particular Project, upon written notification from the VILLAGE, the CONSULTANT shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the VILLAGE for any other services and expenses made necessary thereby, save and expect any costs and expenses which the VILLAGE would have otherwise paid absent the CONSULTANT'S error or omission. The VILLAGE'S rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise.

20.3 The Consultant shall, all times during the term of the Agreement, maintain in good standing all required licenses, certifications and permits required under federal, state, and local laws necessary to perform the services.

20.4 The CONSULTANT'S obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement or any Project Agreement.

SECTION 21. SUBCONSULTANTS

21.1 In the event the CONSULTANT requires the services of any Subconsultants or other professional associates in connection with services covered by any Project Agreement, the CONSULTANT must secure the prior written approval of the VILLAGE Manager. The CONSULTANT shall use his/her best efforts to utilize Subconsultants whose principal place of business is located within the VILLAGE or Miami-Dade County, Florida.

21.2 Any subcontract with a Subconsultant shall afford to the CONSULTANT rights against the Subconsultant which correspond to those rights afforded to the VILLAGE against the CONSULTANT herein, including but not limited to those rights of termination as set forth herein.

21.3 No reimbursement shall be made to the CONSULTANT for any subconsultants that have not been previously approved by the VILLAGE for use by the CONSULTANT.

SECTION 22. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

_____

_____

_____

Telephone: ( )
Facsimile: ( )

FOR VILLAGE:

Attention: Mr. Ralph Rosado, Village Manager
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33166
T (305) 756-7171
F (305) 756-7722

WITH A COPY TO:

Village Attorney Daniel A. Espino, Esq.
Weiss Serota Helfman Pastoriza Cole & Boniske, PL 2525 Ponce De Leon Boulevard, Suite 700 Coral Gables, FL 33134

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement or any Project Agreement are accurate, complete, and current at the time of contracting. Each Project Agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the VILLAGE determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 24. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Project Agreement. Venue of any action to enforce this Agreement or any Project Agreement shall be in Broward County, Florida.

SECTION 25. GOVERNING LAW

This Agreement and any Project Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 26. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 27. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 28. SEVERABILITY

If any provision of this Agreement or any Project Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as 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.

SECTION 29. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[THIS AREA INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its VILLAGE Manager, attested to by its VILLAGE Clerk, duly authorized to execute same and by CONSULTANT by and through its_____, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

ATTEST:

NORTH BAY VILLAGE

_____ _____

Elora Riera, Deputy Village Clerk Ralph Rosado, Village Manager

Date: _____

Approved as to form and legality

for the sole use and reliance of the

North Bay Village:

_____

Weiss Serota Helfman

Pastoriza Cole & Boniske, P.L.

Village Attorneys

ATTEST: **CONSULTANT**

_____ By:_____

Secretary

_____

Date: _____

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

EXHIBIT "A"

PROJECT AGREEMENT

Between

WORK ORDER No. (#) FOR PROFESSIONAL SERVICES

TO: (CONSULTANT) DATE:
(CONSULTANT'S ADDRESS)
(CONSULTAN'S PHONE NUMER)

North Bay Village authorizes the firm of (CONSULTANT) to provide engineering services for the Village generally described as (GENERAL DESCRIPTION OF SCOPE OF SERVICES). The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Final Agreement between (CONSULTANT) and North Bay Village dated (DATE), and the attached Proposal submitted by your firm for the above referenced project.

SCOPE OF SERVICES AND SCEHDULE:
The scope of the project will be as described in the attached proposal from CONSULTANT. The schedule requires the work to be performed within (DURATION) calendar days. The performance of services associated with this Work Order will be executed on a (METHOD OF COMPENSATION) with a not to exceed amount of $(NEGOTIATED AMOUNT).

You are required by the Continuing Service Agreement to begin work subsequent to the execution of this Work Order, or as directed otherwise. If you fail to begin work subsequent to the execution of this Work Order, North Bay Village will be entitled to disqualify the Proposal, and revoke the award.

All limitations of time set forth in this Work Order are of the essence.

Work Order incorporates the terms and conditions set forth in the Continuing Services Agreement dated (DATE) between the parties as though fully set forth herein. In the event that any terms or conditions of this Work Order conflict with the Continuing Services Agreement, the provisions of this specific Work Order shall prevail and apply.

Work Order is not binding until North Bay Village agrees and approves this Work Order.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

CONSULTANT: (CONSULTANT) WITNESSES: SEAL:

BY: _____ 1. _____
NAME: _____ 2. _____
TITLE: _____

OWNER: North Bay Village AUTHENTICATION:

BY: _____ BY: _____
NAME: Ralph Rosado NAME: Elora Riera
TITLE: Village Manager TITLE: Village Clerk

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL
TITLE: Village Attorney

EXHIBIT "B"

CONSULTANT'S BILLING RATE

Job Classification	Rate / Hour
Principal Engineer	
Project Manager	
Senior Engineer	
Project Engineer	
GIS Technician	
CADD Technician	
Engineering Technician	
Construction Inspector	
Senior Architect	
Architect	
Landscape Architect	
Clerical	

North Bay Village
Request for Qualifications (RFQ) No. 2019-05
Professional General Engineering and Architectural Services

Addendum No. 1

VILLAGE RESPONSE TO PROPOSER QUESTIONS:

1. **Applicant's Question (AQ):** Please confirm that a surveying and/or mapping firm will not be required as part of the scope of services/team.

   Village's Response (VR): *Yes. Surveying and/or mapping services from Prime or Subconsulting firm need to be included.*

2. **AQ:** Please confirm that a geotechnical engineering firm will not be required as part of the scope of services/team.

   VR: *Yes. Geotechnical services from Prime or Subconsulting firm need to be included.*

3. **AQ:** On page 18, Section D of the subject-RFQ, it is stated that "…subsections (1) thru (3) shall be no more than 10 pages single-sided."

   Is this 10 pages max for subsections (1) thru (3) together in total? Or 10 pages max for subsection (1); 10 pages max for subsection (2); and 10 pages max for subsection (3)?

   VR: *10 pages total for sub-sections 1 thru 3, all together.*

4. **AQ:** Will there be a pre-submittal meeting with the general public?

   VR: *Not for this RFQ.*

5. **AQ:** Paragraph 2.12: Please identify the location where the general public can attend and observe the opening of RFQ packages. Also, will the process of the RFQ evaluation meetings be open to the general public, in accordance to the referenced paragraph and with paragraph 6.1?

   VR: *1666 Kennedy Causeway, Suite no. 101. North Bay Village, FL 33141. The evaluation committee meeting will be open to the public at the same address noted previously.*

6. AQ: Paragraph 3.5: In order to avoid any conflict with the North Bay Village (NBV) provisions Cone of Silence, please provide the names of the members of Selection/Evaluation Committee.

   VR: *Selection/Evaluation committee has not been selected yet. Scope of Cone of Silence applies much more broadly than just the selection committee members per Section 3.5 "Cone of Silence".*

7. **AQ:** Paragraph 4.1: Please explain the meaning of the first sentence of the paragraph: "The submittal must name all persons or entities interested in the submittal as principals." Does that mean that the submittal must name the members of the team that are principals of the firms that are submitting?

   VR: *Yes.*

8. **AQ:** Paragraph 6.1: Will the Selection/Evaluation Committee tabulation sheets be available for public review?

   VR: *Yes.*

9. Will there be a debriefing meeting for the unsuccessful firms?

   VR: *No.*

10. **AQ:** Section 5.0 Statement of Work is weighted quite heavily on engineering vs architecture. Do you see the selected team as being led by an Architect as a Prime and the engineering as Sub Consultants?

    VR: *Preference will be given to engineering, since much of the scope will be related to civil engineering infrastructure.*

11. **AQ:** Will there be any special consideration giving to Small Business Enterprises or Minority Business Enterprises?

    VR: *None required or considered for this RFQ, however small business participation is always encouraged.*

12. **AQ:** Will there be any extensions / addendums for the deliverable date / time?

    VR: *No.*

13. **AQ:** May an architectural firm submit as prime with engineering subconsultants?

    VR: *Yes.*

14. **AQ:** If engineering consultants are included would they be required to complete the Public Entity Crimes form, Drug Free Workplace or any other of the forms?

    VR: *Forms need to be filled out only by the Prime Consultant.*

15. **AQ:** Shall the Letter of Transmittal and statement acknowledging receipt of addendum be included in the binders? And if so is there a particular place they should be?

    VR: *Letter of Transmittal and Statement acknowledging receipt of Addednum(s) shall be included in binders. It may be placed before the Title Page.*

All other documents, requirements, terms and conditions of the RFP remain the same. All proposers must acknowledge receipt of this Addendum No. 1 and submit a signed copy of this form with their proposal.

Proposer: _____

Name: _____

Title: _____

Date: _____

NORTH BAY VILLAGE

NOTICE OF PUBLIC MEETING

PUBLIC NOTICE IS HEREBY GIVEN THAT NORTH BAY VILLAGE WILL HOLD A MEETING ON **MONDAY, OCTOBER 1, 2019 AT 12:00 P.M.**, OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA, 33141 FOR A SELECTION COMMITTEE MEETING FOR RFQ NO. 2019-05 GENERAL ENGINEERING AND ARCHITECTURAL SERVICES.

IN ACCORDANCE WITH THE ADA PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC HEARING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT 305-756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH PROCEEDINGS.

ELORA RIERA, CMC, VILLAGE CLERK

REVIEW TEAM MEMBER
CONFLICT OF INTEREST DISCLOSURE FORM

Request For Qualifications # 2019-05

(Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1 of the Code of Miami-Dade County

As a member of the Review Team to evaluate proposals for **Professional General Engineering and Architectural Services,** I acknowledge that I will comply with the Conflict of Interest and Code of Ethics Ordinance, Sec. 2-11.1 of the Code of Miami-Dade County. I understand that this Ordinance precludes me from, among other things, soliciting, accepting or agreeing to accept any gift as a result of my service on the Review Team; from exploiting my position to secure special privileges or exemptions for myself or others; and from disclosing confidential information acquired by reason of my Team service, or utilizing such confidential information for my personal gain or benefit, or for gain or benefit of any immediate family member.

I certify that I do not control or direct any financial or other interest held personally or on behalf of any member of my immediate family (spouse, domestic partner, parents, stepparents, children and stepchildren) in any vendor or affiliate of any vendor under consideration by this Team, including any proposed subcontractor.

I certify that to the best of my knowledge none of the owners, officers or employees of the proposers for this solicitation was my immediate supervisor during the preceding eighteen-month period.

I certify to the best of my knowledge that I, and the members of my immediate family, are not now employed by and have not been employed by any vendor or affiliate of such vendor under consideration by this Team, including any proposed subcontractor.

I certify that I have not been employed by any of the proposers during the preceding period of twenty-four months.

I certify that I have not, and will not, have any communications regarding this solicitation to the extent prohibited by the "Cone of Silence."

I certify to the best of my knowledge that I have not had discussions, conversations, offers, agreements or arrangements for future employment with any entity or affiliate of such entity under consideration by this Team, including any proposed subcontractor.

I certify to the best of my knowledge that I have not solicited or accepted, nor will solicit or accept, gratuities, favors or anything of value with respect to the above referenced solicitation.

I certify to the best of my knowledge that I have no business interest of any kind with any vendor or affiliate of such vendor under consideration by this Team, including any proposed subcontractor, which might appear to create a conflict of interest except as noted below:

Member's Signature	Jorge Gomez Member's Name (Print)
Deputy PW Director (Coral Gables) Member's Title	10/1/19 Date

Rev. 7/15

REVIEW TEAM MEMBER
CONFLICT OF INTEREST DISCLOSURE FORM

Request For Qualifications # 2019-05

(Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1 of the Code of Miami-Dade County

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I certify that I do not control or direct any financial or other interest held personally or on behalf of any member of my immediate family (spouse, domestic partner, parents, stepparents, children and stepchildren) in any vendor or affiliate of any vendor under consideration by this Team, including any proposed subcontractor.

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I certify to the best of my knowledge that I have not solicited or accepted, nor will solicit or accept, gratuities, favors or anything of value with respect to the above referenced solicitation.

I certify to the best of my knowledge that I have no business interest of any kind with any vendor or affiliate of such vendor under consideration by this Team, including any proposed subcontractor, which might appear to create a conflict of interest except as noted below:

Member's Signature

Mario Diaz
Member's Name (Print)

Chief of Staff
Member's Title

10/1/19
Date

Rev. 7/15

REVIEW TEAM MEMBER
CONFLICT OF INTEREST DISCLOSURE FORM

Request For Qualifications # 2019-05

(Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1 of the Code of Miami-Dade County

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I certify that I do not control or direct any financial or other interest held personally or on behalf of any member of my immediate family (spouse, domestic partner, parents, stepparents, children and stepchildren) in any vendor or affiliate of any vendor under consideration by this Team, including any proposed subcontractor.

I certify that to the best of my knowledge none of the owners, officers or employees of the proposers for this solicitation was my immediate supervisor during the preceding eighteen-month period.

I certify to the best of my knowledge that I, and the members of my immediate family, are not now employed by and have not been employed by any vendor or affiliate of such vendor under consideration by this Team, including any proposed subcontractor.

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I certify that I have not, and will not, have any communications regarding this solicitation to the extent prohibited by the "Cone of Silence."

I certify to the best of my knowledge that I have not had discussions, conversations, offers, agreements or arrangements for future employment with any entity or affiliate of such entity under consideration by this Team, including any proposed subcontractor.

I certify to the best of my knowledge that I have not solicited or accepted, nor will solicit or accept, gratuities, favors or anything of value with respect to the above referenced solicitation.

I certify to the best of my knowledge that I have no business interest of any kind with any vendor or affiliate of such vendor under consideration by this Team, including any proposed subcontractor, which might appear to create a conflict of interest except as noted below:

Member's Signature	MARK SPANIOLI, P.E.
	Member's Name (Print)
DIRECTOR OF PUBLIC WORKS (PINECREST)	9/30/19
Member's Title	Date

Rev. 7/15

North Bay Village

SELECTION COMMITTEE COMPOSITE SCORE SHEET

Meeting Location: 1666 Kennedy Causeway, Suite 100, North Bay Village Hall, FL 33141 Date: October 1, 2019

RFQ # 2019-05

Professional General Engineering and Architectural Services

Proposals Firms/Team / Awarded Points	Awarded Points per Committee Member M. Diaz	Awarded Points per Committee Member J. Gomez, P.E.	Awarded Points per Committee Member M. Spanioli, P.E.	Total Awarded Points (max. 300)	RANKING
BCC Engineering LLC	100	93	94	287	1
Chen Moore & Associates	70	94	80	244	6
Calvin Giordano & Assoc., Inc.	80	86	83	249.	4
Stantec Consulting Services, Inc.	95	95	96	286	2
Kimley Horn & Assoc.	60	92	93	245	5
EA3 Civil Engineering	75	85	63	223	10
Coastal Systems International, Inc	58	91	91	240	8
Snubbs Consulting, Inc.	73	90	80	243.	7
The Betajones Group, Inc.	72	83	78	233	.9
Eastern Engineering Group	55	75	65	195	11
EAC Consulting, Inc.	98	88	85	271,	3

SIGNATURE:

Committee Chairperson 10/1/19 Date

North Bay Village

SELECTION COMMITTEE MEMBER SCORING SHEET

RFQ # 2019-05

Professional General Engineering and Architectural Services

Proposals Firms/Team / Scoring Criteria	Experience of Past Performance of Firm/Team (40 Points Max.)	Personnel Qualifications of Firm/Team (35 Points Max.)	Quality and Completeness of Submittal (25 Points Max.)	Total Points (max. 100)
BCC Engineering LLC	38	31	25	94
Chen Moore & Associates	35	25	20	80
Calvin Giordano & Assoc., Inc.	33	28	22	83
Stantec Consulting Services, Inc.	38	33	25	96
Kimley Horn & Assoc.	35	33	25	93
EA3 Civil Engineering	25	20	18	63
Coastal Systems International, Inc	35	32	24	91
Snubbs Consulting, Inc.	33	25	22	80
The Betajones Group, Inc.	30	28	20	78
Eastern Engineering Group	25	25	15	65
EAC Consulting, Inc.	33	28	24	85

SIGNATURE:

Committee Member

10/1/19

Date

North Bay Village

SELECTION COMMITTEE MEMBER SCORING SHEET

RFQ # 2019-05

Professional General Engineering and Architectural Services

Proposals Firms/Team / Scoring Criteria	Experience of Past Performance of Firm/Team (40 Points Max.)	Personnel Qualifications of Firm/Team (35 Points Max.)	Quality and Completeness of Submittal (25 Points Max.)	Total Points (max. 100)
BCC Engineering LLC	40	35	25	100
Chen Moore & Associates	30	30	10	70
Calvin Giordano & Assoc., Inc.	35	35	10	80
Stantec Consulting Services, Inc.	40	35	20	95
Kimley Horn & Assoc.	10	30	20	60
EA3 Civil Engineering	25	30	20	75
Coastal Systems International, Inc	20	30	8	58
Snubbs Consulting, Inc.	30	30	13	73
The Betajones Group, Inc.	30	30	12	72
Eastern Engineering Group	20	20	15	55
EAC Consulting, Inc.	40	35	23	98

SIGNATURE: _____ 10/1/19

Committee Member Date

North Bay Village

SELECTION COMMITTEE MEMBER SCORING SHEET

RFQ # 2019-05

Professional General Engineering and Architectural Services

Scoring Criteria / Proposals Firms/Team	Experience of Past Performance of Firm/Team (40 Points Max.)	Personnel Qualifications of Firm/Team (35 Points Max.)	Quality and Completeness of Submittal (25 Points Max.)	Total Points (max. 100)
BCC Engineering LLC	36	32	25	93
Chen Moore & Associates	38	33	23	94
Calvin Giordano & Assoc., Inc.	38	24	22	86
Stantec Consulting Services, Inc.	38	32	25	95
Kimley Horn & Assoc.	39	33	20	92
EA3 Civil Engineering	33	28	24	85
Coastal Systems International, Inc	36	33	22	91
Snubbs Consulting, Inc.	35	31	24	90
The Betajones Group, Inc.	33	29	21	83
Eastern Engineering Group	30	25	20	75
EAC Consulting, Inc.	38	33	17	88

SIGNATURE: _____ 10/1/19

Committee Member — Date

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING REQUEST FOR QUALIFICATIONS #2019-05, "PROFESSIONAL GENERAL ENGINEERING AND ARCHITECTURAL SERVICES," TO THE TOP 5 RANKED FIRMS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE PROFESSIONAL SERVICES AGREEMENT AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION: AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in accordance with the Florida Statute Section 287.055, the Consultant's Competitive Negotiations Act, on August 1, 2019, North Bay Village (the "Village") issued Request for Qualifications #2019-05, "Professional General Engineering and Architectural Services" (the "RFQ") to establish a pool of qualified providers for design services as may be needed from time to time for Village projects; and

WHEREAS, eleven (11) qualified providers submitted responses by the August 30, 2019 deadline; and

WHEREAS, the Village's selection committee met a duly-noticed meeting on October 1, 2019 to rank the RFQ respondents; and

WHEREAS, based on the committee's evaluation and the capital workload anticipated in the next five (5) years for the Village, staff respectfully requests the Village Commission to authorize the Village Manager to negotiate and enter into professional services agreements with the top five (5) firms as specified herein.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Award. The RFQ is hereby awarded to the following five (5) firms, as ranked by the cumulative scoring of the Village's Selection Committee:

Firms (top five)	Awarded Pts. (Max. 300)
1. BCC Engineering	287
2. Stantec Consulting Services	286
3. EAC Consulting, Inc.	271
4. Calvin Giordano & Assoc., Inc.	249
5. Kimley Horn & Assoc.	245

This award, in and of itself, does not vest any of the foregoing firms with any contractual rights, absent entering into a valid professional services agreement with the Village.

Section 3. Authorization. The Village Manager is hereby authorized to negotiate, finalize, and execute professional services agreement with the awarded firms, subject to approval by the Village Attorney as to form and legal sufficiency, for a period of two (2) years with three additional one (1) year periods at the established hourly rates. If the Village is not able to reach an agreement with the top ranked firms, the Manager may proceed with the remaining firms or may continue down the list of ranked firms successively until a team of 5 firms is reached. It is recognized that the execution of professional services agreements does not commit the Village to any amount of fees nor guarantees any work. Any work orders in excess of $15,000 during the term of the contract will brought before Village Commission for approval.

Section 4. Implementation. The Village Manager, Clerk, and Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

Mayor Brent Latham ____
Vice Mayor Marvin Wilmoth ____
Commissioner Jose R. Alvarez ____
Commissioner Andreana Jackson ____
Commissioner Julianna Strout ____

PASSED AND ADOPTED on this _____ day of _____, 2019.

_____
Brent Latham, Mayor

ATTEST:

_____
Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

ITEM NO. 11A4

North Bay Village Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Carla Gomez, Human Resources Director

THROUGH: Mayor Brent Latham

SUBJECT: **Resolution Authorizing the Village Manager to Negotiate and Enter into Contract for the Science, Technology, Engineering, Arts and Mathematics (STEAM) Plus Grant Program for Treasure Island Elementary School Participants - *Sponsored by Mayor Brent Latham and Co-Sponsored by Commissioner Andreana Jackson***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE VILLAGE'S PARTICIPATION IN A PARTNERSHIP WITH THE CITY OF MIAMI BEACH FOR THE ENHANCEMENT OF SCIENCE, TECHNOLOGY, ENGINEERING, ARTS, AND MATH PROGRAMMING AT TREASURE ISLAND ELEMENTARY SCHOOL; AUTHORIZING THE VILLAGE MANAGER TO FINALIZE AND EXECUTE THE CONTRACT WITH THE CITY OF MIAMI BEACH AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION: AND PROVIDING AN EFFECTIVE DATE

BACKGROUND AND ANALYSIS

In an effort to integrate arts and cultural instruction into Treasure Island Elementary School (TIES) daily schedule, the Village is seeking to partner with the City of Miami Beach to offer the STEAM program for TIES students. The Science, Technology, Engineering, and Mathematics (STEM) to Science Technology, Engineering, Arts and Mathematics (STEAM) movement has been taking root over the past several years and is surging forward as a positive model of action to truly meet the needs of a 21st century economy. STEM alone, without the Arts component, misses several key components that many employers, educators and parents have voiced as critical for our children to thrive in the present and rapidly approaching future. STEAM is an educational approach to learning that uses Science,

Technology, Engineering, Arts and Mathematics as access points for guiding student inquiry, dialogue and critical thinking.

On July 9, 2019, the City of Miami Beach adopted a resolution to execute a grant agreement with the Friends of the Bass Museum, Inc. for the implementation of a Science, Technology, Engineering, Arts and Mathematics (STEAM) Plus program with six Miami Beach public schools and six cultural organizations. The participating cultural institutions included the Bass Museum, Miami City Ballet, New World Symphony, the Jewish Museum, the Wolfsonian, and Young Musicians United. The program is referred to as a STEAM Plus initiative, and is intended to inspire students to engage and prepare in science, technology, engineering, arts and mathematics to work with cultural anchors to infuse theatre, visual arts, dance and music in traditional class offerings. The Plus component of the STEAM Plus initiative is a program to promote career and college readiness. In September 2019, the City of Miami Beach approved a resolution to expand the program to include Treasure Island Elementary School (TIES), provided that as part of this partnership, North Bay Village would fund approximately fifty percent (50%) of the associated costs for such implementation and to hire an independent contractor to serve as the liaison to support this program. In addition, the program has been expanded to twelve participating cultural institutions for the 2019-20 school year.

Funding for FY 2019-20 is approved for $9,000 for the STEAM Plus program initiative. The Administration is requesting to add an additional $500 to partially fund the program liaison, to be reduced from the already approved budgeted line item for TIES janitorial services.

A copy of the proposed grant agreement between the City of Miami Beach and the Friends of the Bass Museum, Inc. is attached for reference.

Village Administration recommends that the Mayor and the Village Commission authorize the Village Manager to negotiate and enter into an agreement with the City of Miami Beach for the Science, Technology, Engineering, Arts and Mathematics (STEAM) Plus grant program for the 2019-2020 school year.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$9,000 for the STEAM Plus program initiative plus $500 to partially fund program liaison = $9,500 TOTAL

PERSONNEL IMPACT
NONE

GRANT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH FLORIDA AND FRIENDS OF THE BASS MUSEUM, INC.

This Grant Agreement ("Agreement") is entered into this _____ day of _____, 2019, between the City of Miami Beach, Florida, a municipal corporation duly organized and existing under the laws of the State of Florida (the "City") and the Friends of the Bass Museum, Inc., a Florida not-for-profit corporation (the "Bass" or "Grantee").

Article I / Grant Description

1.	Grantee:	Friends of the Bass Museum, Inc.
	Grantee Contact:	Silvia Karman Cubiñá
	Address:	2100 Collins Avenue
	City, State, Zip:	Miami Beach, Florida 33139
	Phone, fax, e-mail:	(305)673-7530, (786)394-4014, SilviaCubina@miamibeachfl.gov
2.	Grant amount:	**NOT TO EXCEED $372,000.00**
3.	Project Description:	See Exhibit 1 hereto
4.	Grant Project Budget:	See Exhibit 2 hereto
5.	Expenditure deadline:	Initial term, September 30, 2020; approved renewal terms, September 30th of succeeding fiscal years
6.	Project completion date:	Initial term, September 30, 2020; approved renewal terms, September 30th of succeeding fiscal years
7.	Final Report deadline:	Must be delivered to City no later than 30 calendar days after project completion deadline.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this _____ day of _____, 2019.

CITY OF MIAMI BEACH

By:_____
Jimmy L. Morales, City Manager

ATTEST:

_____
Rafael E. Granado, City Clerk

GRANTEE:

Federal ID #:

_____

FRIENDS OF THE BASS MUSEUM, INC., A NOT-FOR-PROFIT CORPORATION

By: _____
George Lindemann, President

Article II / General Conditions

1. Parties: The parties to this Agreement are the Grantee listed in Article I, and the City of Miami Beach, a municipal corporation organized under the laws of the State of Florida (City).

2. Term:

(A) This Agreement shall have an initial one-year term running coterminous with fiscal year 2019-2020, October 1, 2019 through September 30, 2020. Subject to funding approval (as described in Section 6) and Grantee's compliance with the terms of the Agreement for the prior fiscal year, the City Manager, at the City Manager's sole discretion, may renew the Agreement for two (2) additional one-year terms. The initial term and each renewal term shall be collectively referred to herein as a "Term".

(B) Termination for Convenience of the City. The City may also, through its City Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to the Bass of such termination; which shall become effective within thirty (30) days following receipt by the Bass of such notice. Additionally, in the event of a public health, welfare or safety concern, as determined by the City Manager, in the City Manager's sole discretion, the City Manager, pursuant to a verbal or written notification to the Bass, may immediately suspend the services under this Agreement for a time certain, or in the alternative, terminate this Agreement on a given date. if the Agreement is terminated for convenience by the City, the Bass shall be paid for any services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

These provisions shall not waive or preclude the City from pursuing any other remedies that may be available to it under the law or under this Agreement.

3. Project Description: The City has delegated to the Bass the responsibility of administering the Project described in the Project Description set forth in Composite Exhibit 1, incorporated herein by reference and attached hereto. The Grantee may only use the Grant for the purposes that are specifically described in the Project Description, attached hereto as Composite Exhibit 1. All expenditures will be subject to the terms of this Agreement and, as specified in the Grant Project Budget attached hereto as Exhibit 2, line item changes to said Budget shall not exceed ten percent (10%) per category and shall not exceed ten percent (10%) of the amount allocated on Exhibit 2 per cultural institution, and shall, in no event, exceed the total amount of $372,000.00. Amendments to the Grant Project Budget in Exhibit 2 shall not be permitted without the prior written consent of the City Manager or his designee. Said requests shall be made in writing, detailing and justifying the need for such changes.

4. Reports: This Grant has been awarded with the understanding that the activities and services contemplated under the described Project will mutually contribute to the enhancement of services available to students at Biscayne Elementary School, Fienberg Fisher K-8 Center, Nautilus Middle School, North Beach Elementary School, Miami Beach Senior High School, South Pointe Elementary School and Treasure Island Elementary School. To demonstrate that the Grant is fulfilling, or has fulfilled, its purpose, the Grantee must supply the City Manager with a written Final Report documenting that the Grantee has fulfilled all requirements. This report must be received by the City no later than the Final Report deadline set forth in Article I-7. Notwithstanding

the preceding, and as a condition of disbursement of the Grant funds, the City Manager or his designee may require Grantee to submit an interim written report, detailing Grantee's compliance at the time of a partial reimbursement request.

5. Amount of Grant and Payment Schedule: The total amount of the Grant is specified in Article I-2 and is subject to the restrictions set forth herein. In awarding this Grant, the City assumes no obligation to provide financial support of any type whatsoever in excess of the total Grant amount. Cost overruns are the sole principal responsibility of the Grantee. The Grant funds will only be dispersed to the Bass after execution of this Agreement as follows:

A one-time lump sum payment of $30,000.00 will be paid to the Grantee within thirty (30) days from execution of the Agreement earmarked for the purchase of equipment and supplies ("initial draw"). The Grantee will provide evidence of the expenditures relating to the initial draw pursuant to Section 3(B) of Exhibit 1.

All property and supplies shall remain property of the City at all times. All equipment and non-consumed supplies shall be returned to the City Manager's designee at the end of each school year. Failure to return non-consumed supplies will result in a reduction to the final payment to the Bass equal to the cost of the missing equipment. Thereafter, grant funds shall be disbursed on a quarterly basis following execution of this Agreement. A detailed invoice must be provided to the City within 30 calendar days following the end of each quarter. No disbursement will be made until the City has received detailed documentation (invoices, cancelled checks, receipts, etc.) for the expenses, and the original receipts, incurred and paid by the Bass and/or the cultural institutions in the quarter prior and provided that all funds disbursed have been fully utilized as required by this Agreement. Monies shall be dispersed pursuant to the agreed upon schedule in accordance with the requirements of this Agreement.

6. No guarantee of future funding/Funding during the Term: Pursuant to Resolution No. _____, this Agreement was approved with two (2) one-year renewal options, subject to funding approval. No later than February 1st of each fiscal year (for the following fiscal year), Grantee agrees to provide the Administration with a funding request for the Project, which will include a line item budget for the requested amount of grant funds (the "Funding Request"). Upon receipt of the Funding Request and the City Manager's decision to approve a renewal term, the Administration will place the requested grant amount in the budget for consideration and possible approval by the City Commission during the budgetary process for the applicable fiscal year. Each approved Funding Request and corresponding renewal term will be memorialized, in writing, in the form of an amendment to the Agreement, executed by both parties.

The Grantee acknowledges that the receipt of this Grant does not imply a commitment on behalf of the City to continue or provide funding beyond the last approved Funding Request/contract Term.

7. Program Monitoring and Evaluation: The City Manager or his designee may monitor and conduct an evaluation of the Project under this Grant, which may include, with or without limitation, visits by City representatives to observe Grantee's programs, procedures, and operations, or to discuss the Grantee's programs with Grantee's personnel; and/or requests for submittal of additional documentations or written reports, prior to the Project completion date, evidencing Grantee's progress on the Project.

8. Bank Accounts and Bonding: Monies received pursuant to this Agreement shall be kept in accounts in established Miami-Dade County banks or savings and loan associations whose

identities shall be disclosed in writing to the City Manager or his designee with the identity and title of individuals authorized to withdraw or write checks on Grant funds.

9. Accounting and Financial Review: Funded activities must take place on or before the Expenditure Deadline in Article I (5). The Grantee shall keep accurate and complete books and records of all receipts and expenditures of Grant funds, in conformance with reasonable accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this Grant, including, without limitation, vouchers, bills, invoices, receipts and canceled checks, shall be dated within the fiscal year for which they are approved and retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least two (2) years after the Expenditure Deadline specified in Article I (5). These books, records, and documents may be examined by the City, and/or its authorized representatives, at the Grantee's offices during regular business hours and upon reasonable notice. Furthermore, the City may, at its expense, audit or have audited, all the financial records of the Grantee, whether or not purported to be related to this Grant.

10. Publicity and Credits: The Grantee must include the City of Miami Beach logo and the following credit line in all publications related to this Grant: **"This Project is financially assisted by a grant from the City of Miami Beach."** Failure to do so may preclude future grant funding from the City in the same manner as if Grantee defaulted under this Agreement, pursuant to Article II (*).

11. Insurance: Grantee's insurance requirements are set forth in Exhibit 3, which is attached hereto and incorporated herein.

12. Liability and Indemnification: The Grantee shall indemnify and hold harmless the City and its officers, employees, agents and contractors, from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents and contractors may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance if this Agreement by the Grantee or its officers, employees, agents, servants, partners, principals or contractors. Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided, shall in no way limit its obligation, as set forth herein, to indemnify, hold harmless and defined the City or its officers, employees, agents and contractors as herein provided.

13. Assignment: The Grantee shall not be permitted to assign this Grant, and any purported assignment will be void, and shall be treated as an event of default pursuant to Article II-15.

14. Compliance with Laws: The Grantee agrees to abide by and be governed by all applicable Federal, State, County and City laws, including but not limited to Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance, as amended, which is incorporated herein by reference as if fully set forth herein, and Chapter 2, Article VII of the Miami Beach City Code, as amended, which is incorporated herein by reference as if fully set forth herein.

15. Default/Termination Provisions/Repayment or Recapture of Grant Funds: In the event the Grantee shall fail to comply with any of the provisions of this Agreement, after providing Grantee with ten 10 calendar days written notice to cure and Grantee failing to cure the default

to the satisfaction of the City Manager, the City Manager may terminate this Agreement and withhold or cancel all or any unpaid installments of the Grant, and the City shall have no further obligation to the Grantee under this Agreement. Notwithstanding the foregoing, if the default is of a nature that cannot be cured, such as engaging in fraudulent conduct or making a material misrepresentation of fact, no cure period shall be required and the City Manager may terminate this Agreement immediately, effective upon Grantee receiving the City's written notification. Further, in the event of termination, at the City Manager's sole discretion, the Grantee may be required to immediately repay to the City all portions of the Grant which have been received by the Grantee, as of the date that the written demand is received.

Any uncommitted Grant funds which remain in the possession or under the control of the Grantee as of the date of the Expenditure Deadline specified in Article 1-5 must be returned to the City within fifteen (15) calendar days after the Expenditure Deadline. If such funds have been committed but not expended, the Grantee must request in writing from the City Manager an extension of the Expenditure Deadline which, if approved, shall be for a period not to exceed one month.

Grant funds which are to be repaid to the City pursuant to this Section are to be repaid upon demand by delivering to the City Manager a certified check for the total amount due, payable to the City of Miami Beach, Florida.

14. Written Notices: Any written notices required under this Agreement will be effective when delivered in person or upon the receipt of a certified letter addressed to the Grantee at the address specified in Article I-1 of this Agreement, and to the City when addressed as follows: City Manager's Office, 1700 Convention Center Drive, 4th Floor, Miami Beach, Florida 33139.

15. Board Training: Pursuant to Resolution 2018-30552, Grantee is required to have 51% or more of its board membership complete the City's training for board members of non-profit agencies, who must have received such training within the last two years prior to Grantee receiving City funds.

16. Florida Public Records Law.

Grantee shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

Pursuant to Section 119.0701 of the Florida Statutes, if the Grantee meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Grantee shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Grantee does not transfer the records to the City;

Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

REQUEST FOR RECORDS; NONCOMPLIANCE.

A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Consultant of the request, and the Grantee must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

Grantee's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.

A Grantee who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

CIVIL ACTION.

1. If a civil action is filed against a Grantee to compel production of public records relating to the City's contract for services, the court shall assess and award against the Grantee the reasonable costs of enforcement, including reasonable attorneys' fees, if:

   a. The court determines that the Grantee unlawfully refused to comply with the public records request within a reasonable time; and

   b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Grantee has not complied with the request, to the City and to the Grantee.

A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Grantee at the Grantee's address listed on its contract with the City or to the Grantee's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Grantee who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411

Article III / Miscellaneous Provisions

17. Public Purpose: The Grant awarded herein is the result of a finding by the City, based on representatives, documents, materials and other information supplied by Grantee, that the Grantee is performing a public purpose through the programs, projects, and/or services recommended for support. As such, use of Grant funds for any program component not meeting this condition will be considered a breach of the terms of this Agreement and will allow the City to seek remedies including, but not limited to, those outlined in this Grant Agreement.

18. Indulgence Will Not be Waiver of Breach: The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement either at the time the breach or failure occurs, or at any time throughout the term of this Agreement.

19. Captions Used in this Agreement: Captions, as used in this Agreement, are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

20. Contract Represents Total Agreement: This Agreement, including its special conditions and exhibits, represents the whole and total agreement of the parties. No representations, except those contained within this Agreement and its attachments, are to be considered in construing its terms. No modifications or amendments may be made to this Agreement unless made in writing signed by both Parties. The City Manager shall be authorized to execute amendments to this Agreement on behalf of the City.

21. No Discrimination: The Grantee also accepts and agrees to comply with the following Special Conditions:

The Grantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibiting discrimination on the basis of race, color, national origin, handicap, or sex.

The Grantee hereby agrees that it will comply with City of Miami Beach Human Rights Ordinance as codified in Chapter 62 of the City Code, and as amended from time to time, prohibiting actual or perceived discrimination in employment, housing, public accommodations, or public services on the basis of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, disability, marital status, financial status, age, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

The City endorses the clear mandate of the Americans with Disabilities Act of 1990 (ADA) to remove barriers, which prevents qualified individuals with disabilities from enjoying the same employment opportunities that are available to persons without disabilities.

The City also endorses the mandate of the Rehabilitation Act of 1973 and Section 504 and prohibits discrimination on the basis of disability and requires that Grant recipients provide equal access and equal opportunity and services without discrimination on the basis of any disability.

22. Governing Law and Exclusive Venue:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in State court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, GRANTOR AND GRANTEE EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

Composite Exhibit 1 / Project Description

1. **Project Description**

The 2019-20 school year represents Year Two of the Project. While all the cultural institutions in Miami Beach have cultural missions, integrating arts and cultural instruction into the K-12 daily schedule can be a challenge given the complexity of the school program, the diversity of the feeder pattern and the different mediums of cultural content providers. The Bass has conducted numerous meetings with school and arts stakeholders and launched a Beta Test program in the Spring 2019 feeder pattern in the City of Miami Beach. The program delivered unique programming as created by the Bass, the Miami City Ballet, the New World Symphony, the Jewish Museum, the Wolfsonian, and Young Musicians Unite to six (6) of our public schools. Over 2000 children were impacted at every grade level. The schools include Biscayne Elementary, Feinberg Fisher K-8 Center, Nautilus Middle School, North Beach Elementary, Miami Beach Senior High School, and South Pointe Elementary. The pilot fulfilled its purpose to deliver of arts programming into the daily school curriculum. The programming fits into the Miami-Dade County Public School system Science, Technology, Engineering, Arts, and Mathematics (STEAM) initiative but takes the arts programming to a new level. For the 2019-2020 school year, the program will be similar but will expand to include additional cultural institutions.

The program for the 2019-2020 school year has been carefully developed to provide grade-appropriate content for each level. And while not every grade level will receive instruction from all institutions, all grades will experience all institutions over the course of the K-12 education. The details of each institution's deployment is shown in Attachment A. Over the course of the project, each institution will be visiting their school partners at least 3 times on location and once at their institution. Each partnership includes a field trip to the location. Some cultural institutions will be culminating in a show or exhibition as set forth below.

A. **BASS MUSEUM OF ART**
Partners: Biscayne Elementary, Fienberg Fisher K-8 Center, Miami Beach Sr. High, Nautilus Middle School, North Beach Elementary, South Pointe Elementary, and Treasure Island Elementary
Program Summary:
Using contemporary art as a catalyst for learning STEAM students will create works which will later be displayed for friends and family at the Bass. Students will work together to solve world problems relevant to Miami Beach like climate change, sea level rise, and water pollution while creating art. Students will take a field trip to the Bass which will include a STEAM Lab and art activity.

B. **HACK SHACK**
Partners: Treasure Island Elementary
Program Summary: HackShack's mission to inspire curiosity and spark creativity through technology and play. As part of the STEAM Plus program, HackShack will conduct labs where kids will explore programming, design and robotics concepts that are aligned with applicable standards. HackShack offers various tracks, including: beginner code and video game design; beginner robotics (build and program robots); and beginner design for print, web and prototyping (in 3D). A showcase will be held at the school, where kids will present at least one of the following (contingent on the track that the school selects and the number of interactions that are agreed upon): one video game, one 3D prototype, one graphic design and one robot build and program. The

program will also include one or more field trips to HackShack's studio in Aventura for every participating student.

C. **HOLOCAUST MEMORIAL**

Partners: Fienberg Fisher K-8 Center and Miami Beach Sr. High

Program Summary:

The Holocaust Memorial utilizes its permanent artistic exhibits, film, downloadable app, Holocaust Survivor encounters and student experiential visits to engage students. The Holocaust Memorial Miami Beach inspires visitors from the community, Florida, the United States and the World to fight against racism and genocide and provides an examination of what it means to be a responsible and respectful person to help create a tolerant, diverse, pluralistic society while integrating STEAM into curriculum.

D. **JEWISH MUSEUM OF SOUTH FLORIDA – FIU**

Partners: Miami Beach Sr. High, Nautilus Middle School, North Beach Elementary and South Pointe Elementary

Program Summary: The Jewish Museum offers core exhibits on the history of the Jews in the State of Florida and on-going temporary exhibits on a variety of topics involving art and culture. The museum creates lesson plans incorporating STEAM both for our core exhibit and temporary exhibits. Students will be given a guided tour of the Jewish Museum of Florida-FIU. The lesson will include architecture, history, design and art curation focusing on the museum's 80 stained glass window history, design and creation. Students will view a video presentation about stained glass using photographic examples of the colorful art form that can be seen in various historical locations including Notre Dame Cathedral in Paris and the Chagall Windows in Jerusalem. Student will then learn how glass is made and how it is infused with color. Partnered schools will create their own "stained glass windows" using several different grade level appropriate techniques.

E. **MIAMI BEACH BOTS**

Partners: Biscayne Elementary

Program Summary: The Miami Beach Bots is a team of high school students and adult mentors who will work with a 3rd grade class to create a FIRST Lego League Jr. project "BoomTown". Classroom teachers and students will be able to discuss, plan, design, and build their own city model using LEGO® Education WeDo 2.0 and create Show Me posters to present what has been learned. The program focuses on building interest in science, technology, engineering, arts and math through a real-world challenge – to be solved by research, critical thinking, and imagination. Students will be able to exhibit their "BoomTown" creations at a school showcase.

F. **MIAMI BEACH BOTANICAL GARDENS**

Partners: Biscayne Elementary

Program Summary: The Miami Beach Botanical Garden's partnership with Biscayne Elementary School will include between 4-6 school visits, followed by a field trip to the garden. The curriculum will begin with learning to prepare the school's nine existing garden beds, what elements are required, learn how seeds become plants, explore native and edible plants, beneficial bugs and pollinators, and the evolution of composting. Hands on sessions include painting the Garden borders and plant signs as well as planting and caring for the gardens.

The field trip activities will include a garden tour followed by a brief quiz to test the student's knowledge. Students will attend a workshop on permaculture, have the

opportunity to turn the compost, "take its temperature" and calculate how much food waste it takes to create a gallon of fine organic soil and calculate the ratio of compost to water for organic plant fertilization. Discussions will include the lifecycle of butterflies who call the garden home including the different nectar/host plants. Explore the Pine Rockland and native garden provides students an in-depth look at their importance to our South Florida eco-system. Students can work on our Earth Loom, which brings a creative approach to weaving the community together with upcycle materials and plant clippings.

G. **MIAMI CITY BALLET**

Partners: Biscayne Elementary, Fienberg Fisher K-8 Center, South Pointe Elementary, and Treasure Island Elementary

Program Summary:

Miami City Ballet Community Engagement dance teaching artists are able to integrate dance as an enhancement to academic subjects; to be a culture builder and support social emotional competencies and be part of arts learning through interdisciplinary experiences. STEAM subjects are applied during residency programs, with the help of classroom teacher-partners who enthusiastically provide what that content is in accordance with their units of study. All residency programs culminate in a costumed, professionally produced performance. As part of the experience, with partner Nicklaus Children's Hospital, children will be educated on nutrition and injury prevention through fun, hour length family inclusive seminars during the program. Miami City Ballet also invites partnered schools to make a trip to Miami City Ballet building to engage with the production, costume, organizational leadership, dancers and architecture and cultural history.

H. **MIAMI THEATER CENTER**

Partners: Miami Beach Sr. High School

Program Summary: Miami Theater Center (MTC) 2019 - 2020 season will feature multidisciplinary performances that are accessible to all. MTC will launch their new season on October 2019 with the Mermaid Theater of Nova Scotia's reimagining of Eric Carle's beloved stories like *The Very Hungry Caterpillar*, in March *Dance NOW! Mami* will host performances followed by *Emil and the Detectives* in April. Partnered schools will have the opportunity to visit Miami Theater Center to watch one of the performance groups and better understand how STEAM is incorporated into the theater through in-school visits with highly trained teaching artists workshops exploring the art form and themes of the live performance.

I. **NEW WORLD SYMPHONY**

Partners: Miami Beach Sr. High School

Program Summary: Each season, the New World Symphony curates an hour-long Education Concert for students in grades 4-12. These thematic daytime concerts introduce major orchestral works and composers to students from Miami-Dade and Broward counties. A program and study guide will be sent in advance to all participating classes and round-trip bus transportation is provided free of charge. Miami Beach Senior High will be invited to one of these performances. Leading up to the concert, NWS Fellows will visit Miami Beach Senior High to provide age-appropriate lessons using the Education Concert Study Guide to prepare students for the Education Concert. The Education Concert Study Guide will contain STEAM resources and activities for music teachers.

J. **PEREZ ART MUSEUM**
Partners: Fienberg Fisher K-8 Center
Program Summary: Perez Art Museum Miami's STEAM Plus outreach program would bring the museum's art into the classroom through the PAMM App. Students will learn about how museums and artists use technology to share information and ideas. Students will then have an opportunity to combine technology and art-making techniques inspired by work on view and resources on the PAMM App.

K. **WOLFSONIAN – FIU**
Partners: Nautilus Middle
Program Summary: STEAM Zines is a hybrid program, combining our STEAM X Design and Zines for Progress programs. Using zines as the platform for exploration and expression, students select a topic within the field of environmental responsibility that they research and then address in their zine.

L. **YOUNG MUSICIANS UNITE**
Partners: Fienberg Fisher K-8 Center, Miami Beach Sr. High, Nautilus Middle School and North Beach Elementary
Program Summary: Young Musicians Unite equips schools with trained instructors, lesson plans, instruments, and all the necessary resources for a vibrant music education. As an organization that teaches music through an experiential and problem-solving based method, YMU's course materials align naturally with the STEAM subject matter. While the primary focus of YMU courses is on A for the Arts, all 5 STEAM standards can be reached throughout the duration of a YMU course, aiding schools in achieving their STEAM designation.

THE FOLLOWING BASS STAFF WILL OVERSEE THE PROJECT:

Kylee Crook has been an integral part of STEAM Initiative serving at the Education Consultant for the City of Miami Beach and Director of Education at The Bass Museum of Art. During Crook's tenure at the Bass Museum of Art, she has established, managed, and expanded the Museum's educational programming and administered several major grants, including the three-year Knight Arts Challenge which allowed for the creation of IDEA@thebass and the three-year Kellogg Foundation Grant which expanded the Bass Museum of Art's education outreach programming by 178%. Crook was named one of Miami Foundation's Miami Leaders for 2013-2014, and has sat as a grant panelist for major Florida funding organizations.

Koren Illa is a Miami-based visual and performing arts education advocate, choreographer, director, and instructor. Koren eamed her Bachelor of Fine Arts degree under the school of Education, Business and Performing Arts at Florida International University. Working in the visual and performing arts fields, Ms. Illa has worked alongside KC and the Sunshine Band, the Miami Heat, Arturo Sandoval, the Miss America Pageant Association, and assisted in directing a pilot episode for a TV series airing on Hulu in 2021. Koren has worked with both Miami-Dade and Broward County schools helping promote arts education through after school/in school programming and partnerships. With Koren's well-rounded knowledge of the visual and performing arts, as well as M-DCPS, Koren is an integral part of the STEAM (Science, Technology, Engineering, Arts and Math) initiative working with each cultural institution, M-DCPS, and the City of Miami Beach to ensure this program exceeds all expectations.

2. **Grant Monies**

Grant monies in an amount not to exceed $372,000 will be used to help support the program in the 2019-2020 school year. The following expenses detailed in Exhibit 2 will be incurred in the delivery of the services described above:

- In-house/Salaried Personnel: Administration up to 10% of budget excluding the Bass budget
- In-house/Salaried Personnel: Artistic
- Contracted/Outside Artistic fees/services
- Contracted/Outside other fees/services (specific descriptions listed within budget – Exhibit 2)
- Travel (Field trips for students)
- Mileage reimbursement
- Program Supplies

Grant monies must be spent within budget categories as set forth in Exhibit 2. All publications associated with City of Miami Beach STEAM Initiative Grant support must be approved, in writing, by the City Manager or his/her designee and include the City of Miami Beach logo and the following byline: "City of Miami Beach STEAM Plus Program."

3. **Grantee Responsibilities**

The Bass has worked with the principals of each school to develop the cultural pairings for the program, with teachers involved in the lesson planning and schedules. The Bass will be instrumental by managing the program system-wide, including agreements with the schools and the participating cultural organizations.

A. The program will be monitored through monthly reports to include school hours performed by institutions and a monthly reported of curriculum delivered. The below are the monthly deliverables:

   - A report of school hours deployed by institution and school versus approved scope of work
   - A monthly report by the institution of the curriculum deployed at each grade level
   - A Quarterly report of costs incurred in accordance with the budget with supporting documentation
   - Number of students served each month
   - Instructional hours for each grade level by school
   - Report as to MDCPS STEAM designation achieved in 2019-2020 (if applicable).

B. The Grantee will maintain the following as evidence of expenses incurred:

   - Payroll records (including salary, fringe, benefits, hourly rates, timesheets reflecting services directly related to the program, etc.)
   - Supplies and services receipts (invoices and cancelled checks)
   - Proof of performances, such as programs, flyers, and brochures
   - Proof of logo and credit line in project publications and advertisements.

The Grantee will categorize and provide the above-listed evidence of expenses incurred according to the Grant budget (i.e. supplies and materials separate from travel expenses).

Travel expenses must be approved in advance, in writing, by the City Manager's designee and must comply with the City's Citywide Procedure Sequence Number OD.20.01 (*Travel on City Business*). The City will not reimburse expenses relating to parking or the use of a rental or transportation service such as Uber or Lyft. Mileage reimbursement will be reimbursed at the 2019-2020 approved rate not to exceed approved budget amount.

C. Grant Use Restrictions - Grant monies may not be used toward the following:

- Projects that are primarily recreational, political, therapeutic, vocational, rehabilitative, or intended solely for practitioners of a specific religion
- Renumeration of City of Miami Beach employees for any service rendered as part of a project receiving funds from the STEAM Initiative
- "Bricks or mortar" or permanent equipment, unless the purchase price is less than the cost of rental.
- City of Miami Beach services (permit fees, off-duty police, insurance)
- Debt reduction
- Contests
- Indirect or general operating costs related to the operation of the Grantee's organization
- Travel or transportation outside the local Miami Dade County area
- Social/fundraising events, beauty pageants, or sporting events
- Hospitality costs including decorations or affiliate personnel with the exception of artists
- Cash prizes
- Insurance fees not directly related to the program
- Indirect or general operating costs related to the operation of the organization
- Administrative salaries and fees not to exceed ten (10%) percent of total budget excluding the Bass budget (except salaries directly related to STEAM program services)
- Lobbying or propaganda materials
- Charitable contributions.

D. The Grantee will submit a final report no later than the Final Report deadline, set forth in Article I (7), which documents the efforts undertaken to support the program which shall include:

- A summary of overall project and its impact on the identified student populations
- A final project budget
- Results of satisfaction surveys conducted with different stakeholder groups

Exhibit 2 / Project Budget

Exhibit 3 / Insurance Requirements

1. The Bass shall maintain, at the Bass' sole cost and expense, the following types of insurance coverage at all times throughout the Term of this Grant Agreement:

A. Worker's Compensation Insurance as required by Florida law, with Statutory limits and Employer's Liability Insurance with limits of no less than $500,000 per accident for bodily injury or disease.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, contractual liability, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence, for bodily injury and property damage.

2. The policies of insurance referred to in the above paragraph 1 above shall not be subject to cancellation or changing coverage, except upon at least thirty (30) days written notice to the City, and then subject to the prior written approval of City Manager.

3. Additional Insured Status. The City of Miami Beach must be covered as an additional insured with respect to liability arising out of work or operations performed by or on behalf of Bass.

4. Waiver of Subrogation. The Bass hereby grants to City of Miami Beach a waiver of any right to subrogation which any insurer of Bass may acquire against the City of Miami Beach by virtue of the payment of any loss under such insurance. Bass agree to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Miami Beach has received a waiver of subrogation endorsement from the insurer.

5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A:VII,** unless otherwise acceptable to the City of Miami Beach Risk Management Office.

6. Verification of Coverage. Bass shall provide the required insurance certificates, endorsements or applicable policy language effecting coverage required by this Section. All certificates of insurance and endorsements are to be received prior to any work commencing. However, failure to obtain the required coverage prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Miami Beach reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7. Special Risks or Circumstances. The City of Miami Beach, in its sole discretion, through the City Manager, reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder
CITY OF MIAMI BEACH
c/o INSURANCE TRACKING SERVICES
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FL 33139

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

8. Should Bass fail to obtain, maintain or renew the policies of insurance referred to above, in the required amounts, the City may, at its sole discretion, obtain such insurance, and any sums expended by the City in obtaining said insurance, shall be repaid by Bass to the City, plus ten percent (10%) of the amount of premiums paid to compensate City for its administrative costs. If Bass does not repay the City's expenditures within fifteen (15) days of demand, the total sum owed shall accrue interest at the rate of twelve percent (12%) until paid and such failure shall also be deemed an event of default hereunder.

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE VILLAGES PARTICIPATION IN A PARTNERSHIP WITH THE CITY OF MIAMI BEACH FOR THE ENHANCEMENT OF SCIENCE, TECHNOLOGY, ENGINEERING, ARTS, AND MATH PROGRAMMING AT TREASURE ISLAND ELEMENTARY SCHOOL; AUTHORIZING THE VILLAGE MANAGER TO FINALIZE AND EXECUTE THE CONTRACT WITH THE CITY OF MIAMI BEACH AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION: AND PROVIDING AN EFFECTIVE DATE

WHEREAS, North Bay Village (the "Village") strives to improve the quality of life of all of residents including the youth of the community; and

WHEREAS, the Village desired to enhance programing of Treasure Island Elementary School ("TIES"); and

WHEREAS, the City of Miami Beach ("Miami Beach") partnered with Friends of the Bass Museum, Inc., a Florida Not-for-Profit corporation ("Bass"), to enhance science, technology, engineering, arts, and math programming in Miami Beach Schools; and

WHEREAS, in August of this year, Miami Beach approved a resolution adding to TIES to the schools that would benefit from Miami Beach's partnership with Bass; and

WHEREAS, the Village desired to support Miami Beach and TIES by similarly partnering to improve TIES; and

WHEREAS, staff has recommended that the Village Commission authorize the Manager to negotiate and finalize an agreement with Miami Beach in furtherance of the foregoing.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Village's participation in a partnership with the City of Miami Beach for the enhancement of Science, Technology, Engineering, Arts, and Math program at Treasure Island Elementary School is hereby approved.

Section 3. Authorization. The Village Manager is hereby authorized to finalize and execute an agreement with Miami Beach, subject to approval by the Village Attorney as to form and legal sufficiency, and to expend budgeted funds in an amount not to exceed $9,500.00, in furtherance hereof.

Section 4. Implementation. The Village Manager, Clerk, and Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

Mayor Brent Latham	____
Vice Mayor Marvin Wilmoth	____
Commissioner Jose R. Alvarez	____
Commissioner Andreana Jackson	____
Commissioner Julianna Strout	____

PASSED AND ADOPTED on this _____ day of _____, 2019.

_____
Brent Latham, Mayor

ATTEST:

_____
Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING RESOLUTION NO. 2019-30906 TO REFLECT THE FOLLOWING CHANGES: (1) APPROVING, THE GRANT AGREEMENT, AS AMENDED, WITH THE FRIENDS OF THE BASS MUSEUM, INC (THE BASS) REGARDING THE MIAMI BEACH FOR SCIENCE, TECHNOLOGY, ENGINEERING, ARTS, AND MATHEMATICS ("STEAM") PLUS PROGRAM FOR PUBLIC SCHOOLS (KINDERGARTEN - 12TH GRADE) FOR FISCAL YEAR 2019-2020, FOR AN INITIAL TERM OF ONE (1) YEAR WITH TWO (2) ONE-YEAR RENEWAL TERMS, AT THE OPTION OF THE CITY, IN THE FORM ATTACHED TO THIS RESOLUTION AS EXHIBIT "1"; SAID AMENDMENTS INCLUDING (I) THE ADDITION OF THE BUDGET FOR THE PROGRAM, IN THE TOTAL SUM NOT TO EXCEED $372,000 ANNUALLY, AND (II) THE ADDITION OF CULTURAL INSTITUTIONS AND ONE (1) SCHOOL FOR A TOTAL OF TWELVE (12) CULTURAL INSTITUTIONS AND SEVEN (7) PUBLIC SCHOOLS; (2) APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TOWN OF NORTH BAY VILLAGE TO FUND FIFTY (50) PERCENT OF THE COST TO IMPLEMENT THE STEAM PLUS PROGRAM AT TREASURE ISLAND ELEMENTARY SCHOOL FOR A TOTAL CITY CONTRIBUTION NOT TO EXCEED $9,000; AND (3) APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH ONE (1) ADDITIONAL CONTRACTOR TO SERVE AS A STEAM LIAISON FOR TREASURE ISLAND ELEMENTARY SCHOOL, FOR A TOTAL FEE NOT TO EXCEED $1,000 PER YEAR.

WHEREAS, in January 2008, the City of Miami Beach, Florida ("City") entered into an Education Compact with Miami-Dade County Public Schools (M-DCPS) to enhance learning opportunities for youth; and

WHEREAS, the Education Compact reflects the desire of the Miami Beach community to support excellence in the City's public schools; and

WHEREAS, the Education Compact currently addresses and supports the following priority areas: Teacher Recruitment/Retention; Communication; Parental Involvement/Family Support; Youth and Community Engagement; Health and Well-Being; Student Achievement; Safety; and Technology; and

WHEREAS, on April 15, 2015, the Mayor and the City Commission adopted Resolution No. 2015-28997, which directed the Administration to expand the Compact to address the following areas: Early Learning; Extracurricular/Choice Offerings; and Afterschool Programming; and

WHEREAS, the City has entered into contracts with M-DCPS and other organizations for the following initiatives: Voluntary Pre-kindergarten (VPK) at Fienberg Fisher K-8 Center and Biscayne Elementary; Dual Enrollment Expansion through partnerships with Florida International University and Miami-Dade College at Miami Beach Senior High School and Nautilus Middle School; and an Afterschool Teen Program at Nautilus Middle School; and

WHEREAS, the Science, Technology, Engineering, and Mathematics ("STEM") to Science, Technology, Engineering, Arts, and Mathematics ("STEAM") movement has been taking root over the past several years and is surging forward as a positive model of action to truly meet the needs of a 21st century economy; and

WHEREAS, STEM alone, without the Arts component, misses several key components that many employers, educators, and parents have voiced as critical for our children to thrive in the present and rapidly approaching future; and

WHEREAS, STEAM is an educational approach to learning that uses Science, Technology, Engineering, Arts, and Mathematics as access points for guiding student inquiry, dialogue, and critical thinking; and

WHEREAS, the end results of the STEAM education approach are students who take thoughtful risks, engage in experimental learning, persist in problem-solving, embrace collaboration, and work through the creative process; and

WHEREAS, given the expanded approach offered by STEAM, the City of Miami Beach has explored options to help promote the deployment of a STEAM Initiative in Miami Beach Public Schools and, as part of this effort, the City Manager and the Mayor of Miami Beach met with M-DCPS Superintendent, Alberto Carvalho, to explore the opportunity to deploy STEAM as part of the regular school curriculum in the 2018-19 school year; and

WHEREAS, the Bass Museum of Art has reached out to the City with a coordinated approach that involves multiple cultural institutions in the City; and

WHEREAS, on January 16, 2019 the Mayor and the City Commission adopted Resolution No. 2019-30690, authorizing the City Manager and City Clerk to execute a grant agreement with the Friends of the Bass Museum, Inc. (the "Bass"), for the implementation of a Beta Test for a Science, Technology, Engineering, Arts, and Mathematics (STEAM) Plus program with all six Miami Beach public schools (kindergarten - 12th grade) and six local cultural institutions; and

WHEREAS, the participating cultural institutions included the Bass Museum, Miami City Ballet, New World Symphony, the Jewish Museum, the Wolfsonian, and Young Musicians United; and, the schools include Biscayne Elementary, Feinberg Fisher, Nautilus Middle, North Beach Elementary, Miami Beach Senior High School, and South Pointe Elementary; and

WHEREAS, the program is referred to as a STEAM Plus initiative, and is intended to inspire students to engage and prepare in science, technology, engineering, arts, and mathematics to work with cultural anchors to infuse theatre, visual arts, dance, and music in traditional class offerings; and

WHEREAS, the "Plus" component of the STEAM Plus initiative is the City's pilot program to promote career and college readiness; and

WHEREAS, the 2018-2019 Beta Test concept provided survey data for continued STEAM programming with 82.9% of school administrator responses requesting that the program continue (41 responses total), and 95.0% of parent responses requesting that the program continues (61 responses total); and

WHEREAS, on July 17, 2019 the Mayor and the City Commission adopted Resolution No. 2019-30906, authorizing the City Manager and City Clerk to execute a new grant agreement with the Bass for the implementation of the STEAM Plus program with all six Miami Beach public schools (kindergarten - 12th grade) and six local cultural institutions for the 2019-2020 school year; and

WHEREAS, the grant agreement provided for an initial one (1) year terms with two (2) possible additional one-year renewal terms at the option of the City, subject to funding approval during the City's annual budgetary process; and

WHEREAS, the Town of North Bay Village has requested to support the STEAM Plus program for implementation at Treasure Island Elementary for the 2019-2020 school year; and

WHEREAS, in addition, the number of local cultural institution participants for the 2019-20 school year has expanded by an additional six institutions to include the Miami Beach Bots, the Holocaust Memorial of the Greater Miami Jewish Federation, Perez Art Museum Miami, Miami Theater Center, Miami New Drama, and HackShack; and

WHEREAS, as such, the Administration recommends that the Mayor and the City Commission amend Resolution No. 21019-30906 (the Resolution) to reflect the following changes in regard to the STEAM Plus Program for FY 2019-2020 and subsequent renewal terms which may be approved by the City:

1. Approve, in substantial form, the grant agreement as amended since approval of the Resolution, incorporated herein and attached hereto as Exhibit "1" and authorize the City Manager to execute the final grant agreement for a total annual cost not to exceed $372,000, including a total of twelve cultural institutions for the 2019-20 school year and seven (7) public schools;

2. Approve and authorize the City Manager to execute an agreement with the Town of North Bay Village, for the implementation of the STEAM Plus program

at Treasure Island Elementary with a contribution of no less than 50 percent of the anticipated cost to implement for the 2019-20 school year, for a total City contribution not to exceed $9,000; and

3. Approve and authorize the City Manager to execute an independent contractor agreement with one (1) independent contractor to serve as a STEAM liaison for Treasure Island Elementary during the 2019-2020 school year, for a total fee not to exceed $1,000 per school year.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission hereby amend Resolution No. 2019-30906 to reflect the following changes: (1) approving the grant agreement, as amended, with the Friends of the Bass Museum, Inc. (the "Bass") regarding the Miami Beach for Science, Technology, Engineering, Arts, and Mathematics ("STEAM") Plus Program for public schools (kindergarten - 12th grade) for FY 2019-2020, for an initial term of one (1) year with two (2) one-year renewal terms, at the option of the City, in the form attached to this Resolution as Exhibit "1"; said amendments including (i) the addition of the budget for the program, in the total sum not to exceed $372,000 annually, and (ii) the addition of cultural institutions and one (1) school for a total of twelve (12) cultural institutions and seven (7) public schools; (2) approving and authorizing the City Manager to execute an agreement with the Town of North Bay Village to fund fifty (50) percent of the cost to implement the STEAM Plus Program at Treasure Island Elementary School for a total City contribution not to exceed $9,000; and (3) approving and authorizing the City Manager to execute an independent contractor agreement with one (1) additional contractor to serve as a steam liaison for Treasure Island Elementary School, for a total fee not to exceed $1,000 per year.

PASSED AND ADOPTED this ____ day of _____, 2019.

ATTEST:

_____
Dan Gelber, Mayor

_____
Rafael E. Granado, City Clerk

(Sponsored by Mayor Dan Gelber)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

8/29/19
Date

FA

GRANT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH FLORIDA AND FRIENDS OF THE BASS MUSEUM, INC.

This Grant Agreement ("Agreement") is entered into this _____ day of _____, 2019, between the City of Miami Beach, Florida, a municipal corporation duly organized and existing under the laws of the State of Florida (the "City") and the Friends of the Bass Museum, Inc., a Florida not-for-profit corporation (the "Bass" or "Grantee").

Article I / Grant Description

1.	Grantee:	Friends of the Bass Museum, Inc.
	Grantee Contact:	Silvia Karman Cubiñá
	Address:	2100 Collins Avenue
	City, State, Zip:	Miami Beach, Florida 33139
	Phone, fax, e-mail:	(305)673-7530, (786)394-4014, SilviaCubina@miamibeachfl.gov
2.	Grant amount:	**NOT TO EXCEED $372,000.00**
3.	Project Description:	See Exhibit 1 hereto
4.	Grant Project Budget:	See Exhibit 2 hereto
5.	Expenditure deadline:	Initial term, September 30, 2020; approved renewal terms, September 30th of succeeding fiscal years
6.	Project completion date:	Initial term, September 30, 2020; approved renewal terms, September 30th of succeeding fiscal years
7.	Final Report deadline:	Must be delivered to City no later than 30 calendar days after project completion deadline.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this _____ day of _____, 2019.

CITY OF MIAMI BEACH

By:_____
Jimmy L. Morales, City Manager

ATTEST:

_____
Rafael E. Granado, City Clerk

GRANTEE:

Federal ID #:

_____

FRIENDS OF THE BASS MUSEUM, INC., A NOT-FOR-PROFIT CORPORATION

By: _____
George Lindemann, President

Article II / General Conditions

1. Parties: The parties to this Agreement are the Grantee listed in Article I, and the City of Miami Beach, a municipal corporation organized under the laws of the State of Florida (City).

2. Term:

(A) This Agreement shall have an initial one-year term running coterminous with fiscal year 2019-2020, October 1, 2019 through September 30, 2020. Subject to funding approval (as described in Section 6) and Grantee's compliance with the terms of the Agreement for the prior fiscal year, the City Manager, at the City Manager's sole discretion, may renew the Agreement for two (2) additional one-year terms. The initial term and each renewal term shall be collectively referred to herein as a "Term".

(B) Termination for Convenience of the City. The City may also, through its City Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to the Bass of such termination; which shall become effective within thirty (30) days following receipt by the Bass of such notice. Additionally, in the event of a public health, welfare or safety concern, as determined by the City Manager, in the City Manager's sole discretion, the City Manager, pursuant to a verbal or written notification to the Bass, may immediately suspend the services under this Agreement for a time certain, or in the alternative, terminate this Agreement on a given date. if the Agreement is terminated for convenience by the City, the Bass shall be paid for any services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

These provisions shall not waive or preclude the City from pursuing any other remedies that may be available to it under the law or under this Agreement.

3. Project Description: The City has delegated to the Bass the responsibility of administering the Project described in the Project Description set forth in Composite Exhibit 1, incorporated herein by reference and attached hereto. The Grantee may only use the Grant for the purposes that are specifically described in the Project Description, attached hereto as Composite Exhibit 1. All expenditures will be subject to the terms of this Agreement and, as specified in the Grant Project Budget attached hereto as Exhibit 2, line item changes to said Budget shall not exceed ten percent (10%) per category and shall not exceed ten percent (10%) of the amount allocated on Exhibit 2 per cultural institution, and shall, in no event, exceed the total amount of $372,000.00. Amendments to the Grant Project Budget in Exhibit 2 shall not be permitted without the prior written consent of the City Manager or his designee. Said requests shall be made in writing, detailing and justifying the need for such changes.

4. Reports: This Grant has been awarded with the understanding that the activities and services contemplated under the described Project will mutually contribute to the enhancement of services available to students at Biscayne Elementary School, Fienberg Fisher K-8 Center, Nautilus Middle School, North Beach Elementary School, Miami Beach Senior High School, South Pointe Elementary School and Treasure Island Elementary School. To demonstrate that the Grant is fulfilling, or has fulfilled, its purpose, the Grantee must supply the City Manager with a written Final Report documenting that the Grantee has fulfilled all requirements. This report must be received by the City no later than the Final Report deadline set forth in Article I-7. Notwithstanding

the preceding, and as a condition of disbursement of the Grant funds, the City Manager or his designee may require Grantee to submit an interim written report, detailing Grantee's compliance at the time of a partial reimbursement request.

5. Amount of Grant and Payment Schedule: The total amount of the Grant is specified in Article I-2 and is subject to the restrictions set forth herein. In awarding this Grant, the City assumes no obligation to provide financial support of any type whatsoever in excess of the total Grant amount. Cost overruns are the sole principal responsibility of the Grantee. The Grant funds will only be dispersed to the Bass after execution of this Agreement as follows:

A one-time lump sum payment of $30,000.00 will be paid to the Grantee within thirty (30) days from execution of the Agreement earmarked for the purchase of equipment and supplies ("initial draw"). The Grantee will provide evidence of the expenditures relating to the initial draw pursuant to Section 3(B) of Exhibit 1.

All property and supplies shall remain property of the City at all times. All equipment and non-consumed supplies shall be returned to the City Manager's designee at the end of each school year. Failure to return non-consumed supplies will result in a reduction to the final payment to the Bass equal to the cost of the missing equipment. Thereafter, grant funds shall be disbursed on a quarterly basis following execution of this Agreement. A detailed invoice must be provided to the City within 30 calendar days following the end of each quarter. No disbursement will be made until the City has received detailed documentation (invoices, cancelled checks, receipts, etc.) for the expenses, and the original receipts, incurred and paid by the Bass and/or the cultural institutions in the quarter prior and provided that all funds disbursed have been fully utilized as required by this Agreement. Monies shall be dispersed pursuant to the agreed upon schedule in accordance with the requirements of this Agreement.

6. No guarantee of future funding/Funding during the Term: Pursuant to Resolution No. _____, this Agreement was approved with two (2) one-year renewal options, subject to funding approval. No later than February 1st of each fiscal year (for the following fiscal year), Grantee agrees to provide the Administration with a funding request for the Project, which will include a line item budget for the requested amount of grant funds (the "Funding Request"). Upon receipt of the Funding Request and the City Manager's decision to approve a renewal term, the Administration will place the requested grant amount in the budget for consideration and possible approval by the City Commission during the budgetary process for the applicable fiscal year. Each approved Funding Request and corresponding renewal term will be memorialized, in writing, in the form of an amendment to the Agreement, executed by both parties.

The Grantee acknowledges that the receipt of this Grant does not imply a commitment on behalf of the City to continue or provide funding beyond the last approved Funding Request/contract Term.

7. Program Monitoring and Evaluation: The City Manager or his designee may monitor and conduct an evaluation of the Project under this Grant, which may include, with or without limitation, visits by City representatives to observe Grantee's programs, procedures, and operations, or to discuss the Grantee's programs with Grantee's personnel; and/or requests for submittal of additional documentations or written reports, prior to the Project completion date, evidencing Grantee's progress on the Project.

8. Bank Accounts and Bonding: Monies received pursuant to this Agreement shall be kept in accounts in established Miami-Dade County banks or savings and loan associations whose

identities shall be disclosed in writing to the City Manager or his designee with the identity and title of individuals authorized to withdraw or write checks on Grant funds.

9. Accounting and Financial Review: Funded activities must take place on or before the Expenditure Deadline in Article I (5). The Grantee shall keep accurate and complete books and records of all receipts and expenditures of Grant funds, in conformance with reasonable accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this Grant, including, without limitation, vouchers, bills, invoices, receipts and canceled checks, shall be dated within the fiscal year for which they are approved and retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least two (2) years after the Expenditure Deadline specified in Article I (5). These books, records, and documents may be examined by the City, and/or its authorized representatives, at the Grantee's offices during regular business hours and upon reasonable notice. Furthermore, the City may, at its expense, audit or have audited, all the financial records of the Grantee, whether or not purported to be related to this Grant.

10. Publicity and Credits: The Grantee must include the City of Miami Beach logo and the following credit line in all publications related to this Grant: **"This Project is financially assisted by a grant from the City of Miami Beach."** Failure to do so may preclude future grant funding from the City in the same manner as if Grantee defaulted under this Agreement, pursuant to Article II (*).

11. Insurance: Grantee's insurance requirements are set forth in Exhibit 3, which is attached hereto and incorporated herein.

12. Liability and Indemnification: The Grantee shall indemnify and hold harmless the City and its officers, employees, agents and contractors, from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents and contractors may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance if this Agreement by the Grantee or its officers, employees, agents, servants, partners, principals or contractors. Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided, shall in no way limit its obligation, as set forth herein, to indemnify, hold harmless and defined the City or its officers, employees, agents and contractors as herein provided.

13. Assignment: The Grantee shall not be permitted to assign this Grant, and any purported assignment will be void, and shall be treated as an event of default pursuant to Article II-15.

14. Compliance with Laws: The Grantee agrees to abide by and be governed by all applicable Federal, State, County and City laws, including but not limited to Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance, as amended, which is incorporated herein by reference as if fully set forth herein, and Chapter 2, Article VII of the Miami Beach City Code, as amended, which is incorporated herein by reference as if fully set forth herein.

15. Default/Termination Provisions/Repayment or Recapture of Grant Funds: In the event the Grantee shall fail to comply with any of the provisions of this Agreement, after providing Grantee with ten 10 calendar days written notice to cure and Grantee failing to cure the default

to the satisfaction of the City Manager, the City Manager may terminate this Agreement and withhold or cancel all or any unpaid installments of the Grant, and the City shall have no further obligation to the Grantee under this Agreement. Notwithstanding the foregoing, if the default is of a nature that cannot be cured, such as engaging in fraudulent conduct or making a material misrepresentation of fact, no cure period shall be required and the City Manager may terminate this Agreement immediately, effective upon Grantee receiving the City's written notification. Further, in the event of termination, at the City Manager's sole discretion, the Grantee may be required to immediately repay to the City all portions of the Grant which have been received by the Grantee, as of the date that the written demand is received.

Any uncommitted Grant funds which remain in the possession or under the control of the Grantee as of the date of the Expenditure Deadline specified in Article 1-5 must be returned to the City within fifteen (15) calendar days after the Expenditure Deadline. If such funds have been committed but not expended, the Grantee must request in writing from the City Manager an extension of the Expenditure Deadline which, if approved, shall be for a period not to exceed one month.

Grant funds which are to be repaid to the City pursuant to this Section are to be repaid upon demand by delivering to the City Manager a certified check for the total amount due, payable to the City of Miami Beach, Florida.

14. Written Notices: Any written notices required under this Agreement will be effective when delivered in person or upon the receipt of a certified letter addressed to the Grantee at the address specified in Article I-1 of this Agreement, and to the City when addressed as follows: City Manager's Office, 1700 Convention Center Drive, 4th Floor, Miami Beach, Florida 33139.

15. Board Training: Pursuant to Resolution 2018-30552, Grantee is required to have 51% or more of its board membership complete the City's training for board members of non-profit agencies, who must have received such training within the last two years prior to Grantee receiving City funds.

16. Florida Public Records Law.

Grantee shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

Pursuant to Section 119.0701 of the Florida Statutes, if the Grantee meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Grantee shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Grantee does not transfer the records to the City;

Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

REQUEST FOR RECORDS; NONCOMPLIANCE.

A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Consultant of the request, and the Grantee must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

Grantee's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.

A Grantee who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

CIVIL ACTION.

1. If a civil action is filed against a Grantee to compel production of public records relating to the City's contract for services, the court shall assess and award against the Grantee the reasonable costs of enforcement, including reasonable attorneys' fees, if:

   a. The court determines that the Grantee unlawfully refused to comply with the public records request within a reasonable time; and

   b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Grantee has not complied with the request, to the City and to the Grantee.

A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Grantee at the Grantee's address listed on its contract with the City or to the Grantee's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Grantee who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411

Article III / Miscellaneous Provisions

17. Public Purpose: The Grant awarded herein is the result of a finding by the City, based on representatives, documents, materials and other information supplied by Grantee, that the Grantee is performing a public purpose through the programs, projects, and/or services recommended for support. As such, use of Grant funds for any program component not meeting this condition will be considered a breach of the terms of this Agreement and will allow the City to seek remedies including, but not limited to, those outlined in this Grant Agreement.

18. Indulgence Will Not be Waiver of Breach: The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement either at the time the breach or failure occurs, or at any time throughout the term of this Agreement.

19. Captions Used in this Agreement: Captions, as used in this Agreement, are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

20. Contract Represents Total Agreement: This Agreement, including its special conditions and exhibits, represents the whole and total agreement of the parties. No representations, except those contained within this Agreement and its attachments, are to be considered in construing its terms. No modifications or amendments may be made to this Agreement unless made in writing signed by both Parties. The City Manager shall be authorized to execute amendments to this Agreement on behalf of the City.

21. No Discrimination: The Grantee also accepts and agrees to comply with the following Special Conditions:

The Grantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibiting discrimination on the basis of race, color, national origin, handicap, or sex.

The Grantee hereby agrees that it will comply with City of Miami Beach Human Rights Ordinance as codified in Chapter 62 of the City Code, and as amended from time to time, prohibiting actual or perceived discrimination in employment, housing, public accommodations, or public services on the basis of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, disability, marital status, financial status, age, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

The City endorses the clear mandate of the Americans with Disabilities Act of 1990 (ADA) to remove barriers, which prevents qualified individuals with disabilities from enjoying the same employment opportunities that are available to persons without disabilities.

The City also endorses the mandate of the Rehabilitation Act of 1973 and Section 504 and prohibits discrimination on the basis of disability and requires that Grant recipients provide equal access and equal opportunity and services without discrimination on the basis of any disability.

22. Governing Law and Exclusive Venue:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in State court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, GRANTOR AND GRANTEE EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

Composite Exhibit 1 / Project Description

1. **Project Description**

The 2019-20 school year represents Year Two of the Project. While all the cultural institutions in Miami Beach have cultural missions, integrating arts and cultural instruction into the K-12 daily schedule can be a challenge given the complexity of the school program, the diversity of the feeder pattern and the different mediums of cultural content providers. The Bass has conducted numerous meetings with school and arts stakeholders and launched a Beta Test program in the Spring 2019 feeder pattern in the City of Miami Beach. The program delivered unique programming as created by the Bass, the Miami City Ballet, the New World Symphony, the Jewish Museum, the Wolfsonian, and Young Musicians Unite to six (6) of our public schools. Over 2000 children were impacted at every grade level. The schools include Biscayne Elementary, Feinberg Fisher K-8 Center, Nautilus Middle School, North Beach Elementary, Miami Beach Senior High School, and South Pointe Elementary. The pilot fulfilled its purpose to deliver of arts programming into the daily school curriculum. The programming fits into the Miami-Dade County Public School system Science, Technology, Engineering, Arts, and Mathematics (STEAM) initiative but takes the arts programming to a new level. For the 2019-2020 school year, the program will be similar but will expand to include additional cultural institutions.

The program for the 2019-2020 school year has been carefully developed to provide grade-appropriate content for each level. And while not every grade level will receive instruction from all institutions, all grades will experience all institutions over the course of the K-12 education. The details of each institution's deployment is shown in Attachment A. Over the course of the project, each institution will be visiting their school partners at least 3 times on location and once at their institution. Each partnership includes a field trip to the location. Some cultural institutions will be culminating in a show or exhibition as set forth below.

A. **BASS MUSEUM OF ART**
Partners: Biscayne Elementary, Fienberg Fisher K-8 Center, Miami Beach Sr. High, Nautilus Middle School, North Beach Elementary, South Pointe Elementary, and Treasure Island Elementary
Program Summary:
Using contemporary art as a catalyst for learning STEAM students will create works which will later be displayed for friends and family at the Bass. Students will work together to solve world problems relevant to Miami Beach like climate change, sea level rise, and water pollution while creating art. Students will take a field trip to the Bass which will include a STEAM Lab and art activity.

B. **HACK SHACK**
Partners: Treasure Island Elementary
Program Summary: HackShack's mission to inspire curiosity and spark creativity through technology and play. As part of the STEAM Plus program, HackShack will conduct labs where kids will explore programming, design and robotics concepts that are aligned with applicable standards. HackShack offers various tracks, including: beginner code and video game design; beginner robotics (build and program robots); and beginner design for print, web and prototyping (in 3D). A showcase will be held at the school, where kids will present at least one of the following (contingent on the track that the school selects and the number of interactions that are agreed upon): one video game, one 3D prototype, one graphic design and one robot build and program. The

program will also include one or more field trips to HackShack's studio in Aventura for every participating student.

C. **HOLOCAUST MEMORIAL**

Partners: Fienberg Fisher K-8 Center and Miami Beach Sr. High

Program Summary:

The Holocaust Memorial utilizes its permanent artistic exhibits, film, downloadable app, Holocaust Survivor encounters and student experiential visits to engage students. The Holocaust Memorial Miami Beach inspires visitors from the community, Florida, the United States and the World to fight against racism and genocide and provides an examination of what it means to be a responsible and respectful person to help create a tolerant, diverse, pluralistic society while integrating STEAM into curriculum.

D. **JEWISH MUSEUM OF SOUTH FLORIDA – FIU**

Partners: Miami Beach Sr. High, Nautilus Middle School, North Beach Elementary and South Pointe Elementary

Program Summary: The Jewish Museum offers core exhibits on the history of the Jews in the State of Florida and on-going temporary exhibits on a variety of topics involving art and culture. The museum creates lesson plans incorporating STEAM both for our core exhibit and temporary exhibits. Students will be given a guided tour of the Jewish Museum of Florida-FIU. The lesson will include architecture, history, design and art curation focusing on the museum's 80 stained glass window history, design and creation. Students will view a video presentation about stained glass using photographic examples of the colorful art form that can be seen in various historical locations including Notre Dame Cathedral in Paris and the Chagall Windows in Jerusalem. Student will then learn how glass is made and how it is infused with color. Partnered schools will create their own "stained glass windows" using several different grade level appropriate techniques.

E. **MIAMI BEACH BOTS**

Partners: Biscayne Elementary

Program Summary: The Miami Beach Bots is a team of high school students and adult mentors who will work with a 3rd grade class to create a FIRST Lego League Jr. project "BoomTown". Classroom teachers and students will be able to discuss, plan, design, and build their own city model using LEGO® Education WeDo 2.0 and create Show Me posters to present what has been learned. The program focuses on building interest in science, technology, engineering, arts and math through a real-world challenge – to be solved by research, critical thinking, and imagination. Students will be able to exhibit their "BoomTown" creations at a school showcase.

F. **MIAMI BEACH BOTANICAL GARDENS**

Partners: Biscayne Elementary

Program Summary: The Miami Beach Botanical Garden's partnership with Biscayne Elementary School will include between 4-6 school visits, followed by a field trip to the garden. The curriculum will begin with learning to prepare the school's nine existing garden beds, what elements are required, learn how seeds become plants, explore native and edible plants, beneficial bugs and pollinators, and the evolution of composting. Hands on sessions include painting the Garden borders and plant signs as well as planting and caring for the gardens.

The field trip activities will include a garden tour followed by a brief quiz to test the student's knowledge. Students will attend a workshop on permaculture, have the

opportunity to turn the compost, "take its temperature" and calculate how much food waste it takes to create a gallon of fine organic soil and calculate the ratio of compost to water for organic plant fertilization. Discussions will include the lifecycle of butterflies who call the garden home including the different nectar/host plants. Explore the Pine Rockland and native garden provides students an in-depth look at their importance to our South Florida eco-system. Students can work on our Earth Loom, which brings a creative approach to weaving the community together with upcycle materials and plant clippings.

G. MIAMI CITY BALLET

Partners: Biscayne Elementary, Fienberg Fisher K-8 Center, South Pointe Elementary, and Treasure Island Elementary

Program Summary:

Miami City Ballet Community Engagement dance teaching artists are able to integrate dance as an enhancement to academic subjects; to be a culture builder and support social emotional competencies and be part of arts learning through interdisciplinary experiences. STEAM subjects are applied during residency programs, with the help of classroom teacher-partners who enthusiastically provide what that content is in accordance with their units of study. All residency programs culminate in a costumed, professionally produced performance. As part of the experience, with partner Nicklaus Children's Hospital, children will be educated on nutrition and injury prevention through fun, hour length family inclusive seminars during the program. Miami City Ballet also invites partnered schools to make a trip to Miami City Ballet building to engage with the production, costume, organizational leadership, dancers and architecture and cultural history.

H. MIAMI THEATER CENTER

Partners: Miami Beach Sr. High School

Program Summary: Miami Theater Center (MTC) 2019 - 2020 season will feature multidisciplinary performances that are accessible to all. MTC will launch their new season on October 2019 with the Mermaid Theater of Nova Scotia's reimagining of Eric Carle's beloved stories like *The Very Hungry Caterpillar*, in March *Dance NOW! Mami* will host performances followed by *Emil and the Detectives* in April. Partnered schools will have the opportunity to visit Miami Theater Center to watch one of the performance groups and better understand how STEAM is incorporated into the theater through in-school visits with highly trained teaching artists workshops exploring the art form and themes of the live performance.

I. NEW WORLD SYMPHONY

Partners: Miami Beach Sr. High School

Program Summary: Each season, the New World Symphony curates an hour-long Education Concert for students in grades 4-12. These thematic daytime concerts introduce major orchestral works and composers to students from Miami-Dade and Broward counties. A program and study guide will be sent in advance to all participating classes and round-trip bus transportation is provided free of charge. Miami Beach Senior High will be invited to one of these performances. Leading up to the concert, NWS Fellows will visit Miami Beach Senior High to provide age-appropriate lessons using the Education Concert Study Guide to prepare students for the Education Concert. The Education Concert Study Guide will contain STEAM resources and activities for music teachers.

J. PEREZ ART MUSEUM

Partners: Fienberg Fisher K-8 Center

Program Summary: Perez Art Museum Miami's STEAM Plus outreach program would bring the museum's art into the classroom through the PAMM App. Students will learn about how museums and artists use technology to share information and ideas. Students will then have an opportunity to combine technology and art-making techniques inspired by work on view and resources on the PAMM App.

K. WOLFSONIAN – FIU

Partners: Nautilus Middle

Program Summary: STEAM Zines is a hybrid program, combining our STEAM X Design and Zines for Progress programs. Using zines as the platform for exploration and expression, students select a topic within the field of environmental responsibility that they research and then address in their zine.

L. YOUNG MUSICIANS UNITE

Partners: Fienberg Fisher K-8 Center, Miami Beach Sr. High, Nautilus Middle School and North Beach Elementary

Program Summary: Young Musicians Unite equips schools with trained instructors, lesson plans, instruments, and all the necessary resources for a vibrant music education. As an organization that teaches music through an experiential and problem-solving based method, YMU's course materials align naturally with the STEAM subject matter. While the primary focus of YMU courses is on A for the Arts, all 5 STEAM standards can be reached throughout the duration of a YMU course, aiding schools in achieving their STEAM designation.

THE FOLLOWING BASS STAFF WILL OVERSEE THE PROJECT:

Kylee Crook has been an integral part of STEAM Initiative serving at the Education Consultant for the City of Miami Beach and Director of Education at The Bass Museum of Art. During Crook's tenure at the Bass Museum of Art, she has established, managed, and expanded the Museum's educational programming and administered several major grants, including the three-year Knight Arts Challenge which allowed for the creation of IDEA@thebass and the three-year Kellogg Foundation Grant which expanded the Bass Museum of Art's education outreach programming by 178%. Crook was named one of Miami Foundation's Miami Leaders for 2013-2014, and has sat as a grant panelist for major Florida funding organizations.

Koren Illa is a Miami-based visual and performing arts education advocate, choreographer, director, and instructor. Koren earned her Bachelor of Fine Arts degree under the school of Education, Business and Performing Arts at Florida International University. Working in the visual and performing arts fields, Ms. Illa has worked alongside KC and the Sunshine Band, the Miami Heat, Arturo Sandoval, the Miss America Pageant Association, and assisted in directing a pilot episode for a TV series airing on Hulu in 2021. Koren has worked with both Miami-Dade and Broward County schools helping promote arts education through after school/in school programming and partnerships. With Koren's well-rounded knowledge of the visual and performing arts, as well as M-DCPS, Koren is an integral part of the STEAM (Science, Technology, Engineering, Arts and Math) initiative working with each cultural institution, M-DCPS, and the City of Miami Beach to ensure this program exceeds all expectations.

2. Grant Monies

Grant monies in an amount not to exceed $372,000 will be used to help support the program in the 2019-2020 school year. The following expenses detailed in Exhibit 2 will be incurred in the delivery of the services described above:

- In-house/Salaried Personnel: Administration up to 10% of budget excluding the Bass budget
- In-house/Salaried Personnel: Artistic
- Contracted/Outside Artistic fees/services
- Contracted/Outside other fees/services (specific descriptions listed within budget – Exhibit 2)
- Travel (Field trips for students)
- Mileage reimbursement
- Program Supplies

Grant monies must be spent within budget categories as set forth in Exhibit 2. All publications associated with City of Miami Beach STEAM Initiative Grant support must be approved, in writing, by the City Manager or his/her designee and include the City of Miami Beach logo and the following byline: "City of Miami Beach STEAM Plus Program."

3. Grantee Responsibilities

The Bass has worked with the principals of each school to develop the cultural pairings for the program, with teachers involved in the lesson planning and schedules. The Bass will be instrumental by managing the program system-wide, including agreements with the schools and the participating cultural organizations.

A. The program will be monitored through monthly reports to include school hours performed by institutions and a monthly reported of curriculum delivered. The below are the monthly deliverables:

   - A report of school hours deployed by institution and school versus approved scope of work
   - A monthly report by the institution of the curriculum deployed at each grade level
   - A Quarterly report of costs incurred in accordance with the budget with supporting documentation
   - Number of students served each month
   - Instructional hours for each grade level by school
   - Report as to MDCPS STEAM designation achieved in 2019-2020 (if applicable).

B. The Grantee will maintain the following as evidence of expenses incurred:

   - Payroll records (including salary, fringe, benefits, hourly rates, timesheets reflecting services directly related to the program, etc.)
   - Supplies and services receipts (invoices and cancelled checks)
   - Proof of performances, such as programs, flyers, and brochures
   - Proof of logo and credit line in project publications and advertisements.

The Grantee will categorize and provide the above-listed evidence of expenses incurred according to the Grant budget (i.e. supplies and materials separate from travel expenses).

Travel expenses must be approved in advance, in writing, by the City Manager's designee and must comply with the City's Citywide Procedure Sequence Number OD.20.01 (*Travel on City Business*). The City will not reimburse expenses relating to parking or the use of a rental or transportation service such as Uber or Lyft. Mileage reimbursement will be reimbursed at the 2019-2020 approved rate not to exceed approved budget amount.

C. Grant Use Restrictions - Grant monies may not be used toward the following:

- Projects that are primarily recreational, political, therapeutic, vocational, rehabilitative, or intended solely for practitioners of a specific religion
- Renumeration of City of Miami Beach employees for any service rendered as part of a project receiving funds from the STEAM Initiative
- "Bricks or mortar" or permanent equipment, unless the purchase price is less than the cost of rental.
- City of Miami Beach services (permit fees, off-duty police, insurance)
- Debt reduction
- Contests
- Indirect or general operating costs related to the operation of the Grantee's organization
- Travel or transportation outside the local Miami Dade County area
- Social/fundraising events, beauty pageants, or sporting events
- Hospitality costs including decorations or affiliate personnel with the exception of artists
- Cash prizes
- Insurance fees not directly related to the program
- Indirect or general operating costs related to the operation of the organization
- Administrative salaries and fees not to exceed ten (10%) percent of total budget excluding the Bass budget (except salaries directly related to STEAM program services)
- Lobbying or propaganda materials
- Charitable contributions.

D. The Grantee will submit a final report no later than the Final Report deadline, set forth in Article I (7), which documents the efforts undertaken to support the program which shall include:

- A summary of overall project and its impact on the identified student populations
- A final project budget
- Results of satisfaction surveys conducted with different stakeholder groups

Exhibit 2 / Project Budget

Exhibit 3 / Insurance Requirements

1. The Bass shall maintain, at the Bass' sole cost and expense, the following types of insurance coverage at all times throughout the Term of this Grant Agreement:

A. Worker's Compensation Insurance as required by Florida law, with Statutory limits and Employer's Liability Insurance with limits of no less than $500,000 per accident for bodily injury or disease.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, contractual liability, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence, for bodily injury and property damage.

2. The policies of insurance referred to in the above paragraph 1 above shall not be subject to cancellation or changing coverage, except upon at least thirty (30) days written notice to the City, and then subject to the prior written approval of City Manager.

3. Additional Insured Status. The City of Miami Beach must be covered as an additional insured with respect to liability arising out of work or operations performed by or on behalf of Bass.

4. Waiver of Subrogation. The Bass hereby grants to City of Miami Beach a waiver of any right to subrogation which any insurer of Bass may acquire against the City of Miami Beach by virtue of the payment of any loss under such insurance. Bass agree to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Miami Beach has received a waiver of subrogation endorsement from the insurer.

5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A:VII,** unless otherwise acceptable to the City of Miami Beach Risk Management Office.

6. Verification of Coverage. Bass shall provide the required insurance certificates, endorsements or applicable policy language effecting coverage required by this Section. All certificates of insurance and endorsements are to be received prior to any work commencing. However, failure to obtain the required coverage prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Miami Beach reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7. Special Risks or Circumstances. The City of Miami Beach, in its sole discretion, through the City Manager, reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder
CITY OF MIAMI BEACH
c/o INSURANCE TRACKING SERVICES
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FL 33139

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

8. Should Bass fail to obtain, maintain or renew the policies of insurance referred to above, in the required amounts, the City may, at its sole discretion, obtain such insurance, and any sums expended by the City in obtaining said insurance, shall be repaid by Bass to the City, plus ten percent (10%) of the amount of premiums paid to compensate City for its administrative costs. If Bass does not repay the City's expenditures within fifteen (15) days of demand, the total sum owed shall accrue interest at the rate of twelve percent (12%) until paid and such failure shall also be deemed an event of default hereunder.

ITEM NO. 11A5

North Bay Village
Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Mario Diaz, Chief of Staff to Village Mgr.

THROUGH: Commissioner Julianna Strout

SUBJECT: Deco Bike D/B/A Citibike Services for North Bay Village - ***Sponsored by Commissioner Julianna Strout***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 36.25(H) OF THE VILLAGE CODE OF ORDINANCES, APPROVING AN AGREEMENT WITH DECO BIKE D/B/A CITIBIKE FOR THE PROVISION OF SHARED BIKES WITH DOCKING STATION, IN SUBSTANTIALLY THE FORM PROVIDED; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

BACKGROUND AND ANALYSIS

Deco Bike D/B/A CitiBike is a bike sharing and rental system which requires the renter to dock the bike in a designated area. The CitiBike program is intended to provide locals and visitors with an additional transportation option for getting around the city. Bike sharing is fun, efficient and convenient.

The solar-powered bike sharing system consists of a fleet of specially designed, sturdy, very durable bikes that are locked into a network of docking stations sited at regular intervals around the community.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

Minimal

Deco Bike, LLC.
North Bay Village

Concession Agreement
For a Self-Service Bicycle Rental & Sharing Program

Draft September, 2019

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CONCESSION AGREEMENT BETWEEN
NORTH BAY VILLAGE, FLORIDA AND
DECO BIKE, LLC.
FOR THE
EXCLUSIVE IMPLEMENTATION, MANAGEMENT AND
OPERATION OF A SELF-SERVICE PUBLIC BICYCLE SHARING PROGRAM
PURSUANT TO

THIS Professional Services AGREEMENT entered into this _____ day of_____, 2019, by and between the **NORTH BAY VILLAGE**, Florida, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, 1666 Kennedy Causeway #300,North Bay Village 33141, and **DECO BIKE, LLC.**, a Florida corporation, with offices at 41 NE 17 Terrace, Miami Florida 33132 (hereinafter called "Concessionaire").

WITNESSETH

WHEREAS, self-service bicycle sharing programs are revolutionizing the way residents and tourists commute within cities in Europe and North America, and a self-service bicycle sharing program with public access has been determined by the City to be a desirable and valuable mode of alternative public transportation for the community; and

WHEREAS, a self-service bicycle sharing program serves as a great health benefit to residents and tourists, alleviates parking and vehicular traffic congestion, and reduces vehicle emissions and reliance on fossil fuels, serving as a vital and integral part of the community; and

WHEREAS, and the Concessionaire was recommended to the Commission as the most responsive and responsible Concessionaire to operate and manage this Program;

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, it is agreed by the parties hereto as follows:

The City hereby grants to the Concessionaire, and the Concessionaire hereby accepts from the City, the exclusive right to operate the following described concession within the Concession Service Zones and upon the Concession Areas (both as defined herein) in conformance with the purposes and for the period stated herein and subject to all the terms and conditions herein contained and fairly implied by the terms hereinafter set forth.

SECTION 1 DEFINITIONS.

Alternative Site Locations – Defined as bike share stations placed on private property, in another municipality's right of way, or on a property that is controlled or managed by an entity other than City.

Annual Equipment Loss Report – Defined as an annual report listing all equipment that has been stolen, vandalized, not returned or destroyed.

Annual Station Displacement Report – Defined as a report detailing such instances including locations, duration of displacement, reason for displacement, name/position of staff that requested the removal, other relevant details and the total credit amount and shall be submitted to the City Manager or his designee for approval

Average Program Usage ("APU") - Defined as the average number of bicycle trips/uses per day per kiosk operating in the program during a given calendar month.

Average Theft-Vandalism Rate ("ATVR") – Defined as the average number of acts of theft or vandalism per kiosk operating in the program within a given calendar month.

Contract Year - Defined as that certain 365 day period commencing on the date of Operational Rollout.

Bicycle Sharing & Rental Station - Defined as the following items located on a predetermined physical site: docking structure, Payment Kiosk, map display and program bicycles.

Bicycle Sharing & Rental Program – Defined as A bicycle sharing program is comprised of an automated system in which bicycles are made available for shared use to individuals who do not own them. The central concept of these programs is to provide affordable access to bicycles for short-distance trips in an urban area as an alternative to motorized public transportation or private vehicles, thereby reducing traffic congestion, parking congestion, noise, and air pollution. Bicycle sharing systems have also been cited as an advantageous way to solve the "last mile" problem and connect users to public transit networks. Public bike sharing programs address some of the primary disadvantages to bicycle ownership, including loss from theft or vandalism, lack of parking or storage, and maintenance requirements. Such programs are also a favorable amenity for visitors to utilize without the need for an automobile for both transportation and leisure excursions.

City Commission - Defined as the local legislative body of the North Bay Village .

City Manager - is defined as the Chief Executive Officer and Administrative Head of North Bay Village. In the context of this Agreement the word City without further specification shall mean the City Manager or the Manager's authorized designee.

Concession Area (s) – Defined as the actual physical site locations for the program's bike sharing and rental kiosks to be located upon.

Concession Service Zone - Defined as the geographical scope of the program, and shall include all the Concession Areas within the North Bay Village.

Contract Year – Defined as the 365 day period commencing on the date of Operational Rollout.

Execution Date of this Agreement - Defined as the date this Agreement has been signed by both parties.

General Advertising Branding – Defined as the branding that consists of graphic representations of people, products, scenes, or services (not limited to a graphic representation of a corporate name, logo and/or slogan).

Gross Sales Receipts – Defined as the income retained or accrued as a result of sales activity, derived by the Concessionaire under the privileges granted by this Agreement, including without limitation, Concessionaire's short-term bicycle rentals available at program stations/kiosks, bicycle sharing program membership subscription sales, sponsorship and advertising sales, excluding amounts of any Federal, State, or City sales tax, or other tax, governmental imposition, assessment, charge or expense of any kind, collected by the Concessionaire from customers and required by law to be remitted to the taxing or other governmental authority.

High-Risk Concession Area (s) - Defined as a Concession Area (s) that experiences a rate of theft and/or vandalism 50% higher than the Average Theft-Vandalism Rate; or as may otherwise be reasonably demonstrated by Concessionaire to the City Manager or his designee.

Kiosk Displacement – Defined as something which occurs when a station must be moved from an existing and approved concession site for any reason beyond the control or request of Concessionaire.

Membership Reciprocity – Defined as the permission granted to bike share membership subscribers (not walk-up renters) by Concessionaire to access other bike sharing programs operated by Concessionaire in other municipalities without additional charges to such subscribers.

Membership Subscription – Defined as a one-time or recurring membership that provides a user access to the bike share program, typically ranging from one week to one year in duration. Users with a membership subscription can access any station and any bike in the program as many times a day as they desire. Bike checkouts under a membership must be docked at stations within a specific time period that corresponds with their membership type to promote turnover of the bikes, typically ranging from 30 to 60 minutes.

Operational Ceiling - Defined as the maximum number of bicycles permitted to be operating and available to the public at any time under the terms of this agreement.

Operational Rollout – Defined as the first date that access to bicycles in the program of that phase is generally available to the public on a large scale.

Payment Kiosk- Defined as the physical structure and housing for the electronic payment terminal equipment that allows users to access the bike sharing program with a membership card or credit card.

Underutilized Concession Area (s) -- Defined as a Concession Area that falls 50% below the Average Program Usage, or as may otherwise be reasonably demonstrated by Concessionaire to the satisfaction of the City Manager or his designee.

SECTION 2 TERM

2.1 Initial Term of Agreement

The initial term of this Agreement shall be for five (5) years, commencing on the date of Operational Rollout of Phase I. The "Operational Rollout" date for Phase I shall be defined as the earlier of: (i.) the first date that access to bicycles in the program of that phase is generally available to the public; or (ii.) nine (9) months from the Effective Date of this agreement.

Concessionaire shall provide the City Manager or his designee with written notice of the Operational Rollout date no later than thirty (30) days prior to the commencement of said date. This date shall be documented in the official City file for this Agreement.

Should Concessionaire experience delays beyond its control while attempting to obtain materials, permits or other needed governmental approvals, the Operational Rollout Date shall be extended as needed by the City Manager at Concessionaire's request upon Concessionaire providing documentation of such for a period not exceeding six(6) months in total .

The collection of security deposits (if any) by Concessionaire prior to the Operational Rollout date, as a part of the member subscription registration process for the program or any free public demonstration periods, shall not be used in determining the Operational Rollout date.

The Operational Rollout date may be extended by the City Manager, in writing, at his sole discretion, upon written request from Concessionaire, which notice shall state the reason for the request and the anticipated period of time requested.

2.2 Extension of Agreement

Upon the expiration of the initial term, this agreement shall automatically renew on an annual basis, utilizing up to a maximum of five (5) one-year renewal terms so long as Concessionaire is not in default.

2.3 Contract Year

For purposes of this Agreement, a "Contract Year" shall be defined as that certain 365 day period commencing on the date of Operational Rollout.

SECTION 3. CONCESSION AREA(S) AND CONCESSION SERVICE ZONE.

The City hereby grants to the Concessionaire the right, during the Term of this Agreement, to operate the concession, as described herein, generally, in the following Concession Service Zone and, specifically, upon the following Concession Areas (hereinafter such areas shall be referred to individually as a Concession Area, or collectively as the Concession Areas):

3.1 Concession Service Zone.

Concession Service Zone (s) shall be defined as the geographical scope of the program, and shall include all the Concession Areas (as defined below and in Exhibit 2.2) within the city limits of North Bay Village.

3.2 Concession Area (s).

The Concession Areas are the actual physical site locations for the program's bike sharing and rental kiosks, as shown on Exhibit 2.2 (b), which shall be deemed to be approved by the City Manager or his designee, and attached and incorporated as a part of this Agreement. In selecting the

Concession Areas for this Agreement, the parties agree that on-street parking spaces may be needed to place bike kiosks upon and the parties shall give consideration to minimizing the impact upon such parking spaces when possible. The parties further agree that kiosks should be placed in highly-visible locations to promote the highest and best use of the bike sharing program.

3.2.1 In the event that a Concession Area(s) indicated on the approved Exhibit 2.2 (b) Concession Areas map/list is subsequently found to be unsuitable for a kiosk location, Concessionaire and the City shall use reasonable efforts in mutually cooperating to find a replacement Concession Area, within a distance equal to one (1) city block (600 linear feet), within thirty (30) days, and Exhibit 2.2(b)) shall be amended accordingly. The same procedure shall be followed for the addition of new Concession Areas.

3.2.2 Underutilized Concession Area (s).

Upon request by Concessionaire, the City Manager or his designee shall deem a Concession Area an "Underutilized" by Concessionaire presenting usage data for that Concession Area which indicates that the quantity of daily rentals or member uses originating from or returning to that Concession Area falls 50% below the Average Program Usage (as defined below); or as may otherwise be reasonably demonstrated by Concessionaire to the satisfaction of the City Manager or his designee. In the event a Concession Area is determined to be underutilized, the City Manager or his designee shall use reasonable efforts to cooperate with Concessionaire to transfer to or create a new Concession Area, and shall amend Exhibit 2.2(b) accordingly.

3.2.3 High-Risk Concession Area (s).

The City Manager or his designee may deem a Concession Area a "High-Risk" Concession Area, upon written request by Concessionaire to the City Manager or his designee, when its incidence of theft and/or vandalism is 50% higher than the Average Theft-Vandalism Rate; or as may otherwise be reasonably demonstrated by Concessionaire to the City Manager or his designee. The "Average Theft-Vandalism Rate" ("ATVR") shall be defined as the average number of acts of theft or vandalism per kiosk operating in the program within a given calendar month. The Concessionaire shall present usage data for the Concession Area in question which indicates that the rate of theft and/or vandalism is 50% higher than the Average Theft/Vandalism. In the event that the City Manager or his designee determines that a Concession Area is a High-Risk Concession Area, the City shall use reasonable efforts

to cooperate with Concessionaire to transfer to or create a new Concession Area and shall amend Exhibit 2.2(b) accordingly.

SECTION 4. USE(S)

The Concessionaire is hereby authorized to conduct the following kind(s) of program related businesses and provide the following kind(s) of program related services within the Concession Area(s), all at its sole cost and expense:

4.1 Bicycle Sharing & Rental Services

Concessionaire shall provide bicycle sharing services and rentals at automated, self-service kiosks in the Concession Areas, on a short-term rental and subscription basis. The City herein approves the: (i.) types of bicycles, as set forth in Exhibit 3.1, attached hereto; and (ii.) prices for rental and/or subscriptions for same, as set forth in Exhibit 3.2.1, attached hereto. Any amendments to Exhibits 3.1 and/or 3.2.1, whether as to type of bicycles to be rented, or as to changes in prices, must be approved in writing by the City Manager or his designee prior to such changes being implemented within the Concession Area(s), and the respective exhibit(s) will be amended accordingly.

Bicycle rental and subscription services shall be offered daily to patrons at all times during the Concession Area(s) hours of operation, as set forth in Section 9 hereof. Concessionaire may elect to provide staff at certain Concession Areas at its sole expense for customer service and/or marketing purposes. Concessionaire shall be permitted to distribute safety, instructional, promotional materials and samples at Concession Areas.

Concessionaire may desire to add new technologies or equipment which may be developed in the future and are not contemplated under the Agreement. In the event Concessionaire determines a new type of equipment or technology not originally contemplated in the agreement should be used in the program, Concessionaire shall make a request, in writing, to the City Manager or his designee outlining the proposed new equipment or technologies and the advantages resulting from their implementation. The City Manager or his designee shall use reasonable efforts to approve or deny such request within thirty (30) days. In the event such a request is denied, the City Manager or his designee shall provide a detailed explanation stating why such changes or addition of new equipment/technology should not be implemented.

Concessionaire shall integrate any approved new equipment and/or technology at Concessionaire’s sole cost and responsibility and at no cost to the City.

4.1.1 All respective equipment within an individual Concession Area including, without limitation, the kiosks, bicycle stations, and bicycles (all of which may be hereinafter referred to collectively as the Equipment) shall be placed substantially in accordance with the approved Site Plan as shown in Exhibit 3.1.2. The parties agree and acknowledge that stations are modular and can be expanded as needed on a site by site basis, and such expansion does not materially deviate from the site plans in Exhibit 3.1.2. Stations, in general, will range from a capacity of 16 to 32 docks/locking mechanisms. Concessionaire shall not materially deviate from the approved Site Plan and Site List without the prior written consent of the City Manager or his designee.

4.1.2 It is the City's intent, and Concessionaire hereby agrees and acknowledges, developing and promoting a world class bicycle rental and sharing program that is comparable to those found at other world class communities similar to North Bay Village. The condition and quality of Concessionaire's Equipment shall at all times adhere to the highest responsible ongoing maintenance standards.

Concessionaire shall maintain its bicycles in good working order and repair and useable condition. At a minimum, this shall require the following: chain in good working order and free of rust; all moving components lubed; bicycle frame and fork structurally sound and in a clean condition; lights and reflectors functioning as designed; pedals in functional order; brakes functioning properly; handlebars properly attached and functional; tires inflated and free of excessive wear; wheels/spokes functional and free of excessive wear; seat in proper working order; all bolts and nuts properly secured and functioning as designed. See Exhibit 3.1

Concessionaire shall maintain the rental kiosks, bicycles, and bicycle racks in the Concession Areas in a good, clean working order and repair, including without limitation, keeping them free of graffiti.

In the event that a kiosk or rack is damaged for any reason, Concessionaire shall, at a minimum, commence repairs within forty-eight (48) hours upon receiving notice from City, and, in any event, complete repairs or (if irreparable) replace the damaged kiosk or rack so that same is fully operational, no later than ten (10) days from the date Concessionaire first becomes aware (or should be aware) of the damage. If it is necessary for Concessionaire to order replacement equipment or materials, it shall be granted an equal extension in its repair/replacement timeline for such items.

In the event that a bicycle is damaged for any reason, Concessionaire shall, at a minimum, commence repairs within forty-eight (48) hours upon receiving notice from the City and, in any event, complete repairs or (if irreparable) replace the damaged bicycle(s) within ten (10) days from the first date of removal (at which time the fully repaired bicycle or a replacement bicycle shall be put back into service).

Following the Effective Date, the City may, at its option, request that Concessionaire provide it with a full inventory of all program Equipment, including types and numbers (per item); dates of lease and/or purchase; and initial condition (established as of the date of inventory).

Many small/light maintenance items may be done on-site by Concessionaire and/or its sub Concessionaires at Concession Areas to eliminate or minimize unit downtime, while moderate to heavy maintenance may require Equipment to be removed from circulation and serviced at Concessionaire's repair center.

4.2 Rental Kiosks and Bicycle Racks

Concessionaire shall erect, install, operate, and maintain, at its sole cost and expense, and at no cost to the City, all program equipment within the Concession Areas contemplated in Exhibit 2.2.

Concessionaire shall not erect, install, operate, or maintain additional kiosks and bicycle racks (unless Concessionaire is undertaking the repair or replacement of an existing kiosk or bicycle rack in an approved Concession Area), nor identify additional or alternate locations for same (other than as identified in Exhibit 2.2), without the prior written approval of the City Manager or his designee.

Concessionaire shall provide, at its sole cost and expense, any and all design services including, but not limited to, architectural and engineering services, as reasonably required for the design of the kiosks and bicycle racks. This shall include, without limitation, the following (as may be required to obtain permits by the City/County): preparation of schematic design documents consisting of drawings, site plans, elevations, samples as required to show the scale and relationship of the components and the design concept as a whole; and, based upon the schematic design documents, as approved by the City, design development documents which may consist of, but not be limited to, drawings, outline specifications and other documents necessary to fix and describe the size and character of the kiosks and bicycle racks in terms of architectural, structural (if any), and electrical (if any) systems, construction finish materials, and such other

elements as the City may deem reasonably necessary and appropriate. The City shall issue a centralized 'blanket' permit to the extent allowed by applicable laws, rules, regulations and standard operating procedures of the City, that covers all Concession Areas, including but not limited to a Right of Way permit and/or building permit. Concessionaire shall not be required to apply/obtain a specific localized City permit for each individual Concession Area; however, Concessionaire shall be required to furnish a typical site plan for each location.

With regard to the design of the kiosks and bicycle racks, the Concessionaire may be required to participate in a number of public presentations, workshops, community meetings, etc., as required for review and approval from regulatory bodies, and as may otherwise be deemed necessary by the City Manager, in his reasonable discretion.

The Concessionaire herein warrants and represents to the City that any architects utilized by Concessionaire shall be duly licensed and admitted to practice architecture in the State of Florida pursuant to Chapter 481, Florida Statutes, and additionally possess the requisite occupational licenses from the City and the County. Any and all engineers required herein shall also be duly licensed and certified by the State of Florida to engage in the practice of engineering in Florida and additionally possess the requisite occupational licenses from the City and the County.

The Concessionaire shall, at its sole cost and expense, fabricate, construct, and install (or cause to be fabricated, constructed, and installed) the kiosks and bicycle racks, based on the City approved design. Concessionaire shall be responsible for preparation of any and all plans and specifications for same, and shall be responsible for obtaining all required governmental approvals. All kiosks, bicycle racks, and similar improvements made or caused to be made by the concessionaire shall comply with applicable provisions of the Florida Building Code, State Statutes, County and City Code provisions and any other applicable laws, rules regulations and standard operating procedures of the City.

In the event any notice or claim of lien shall be asserted against the property or interest of the City on account of or arising from any work done by or for Concessionaire, or any person claiming by, through or under Concessionaire, or for improvements or work, the cost of which is the responsibility of Concessionaire, Concessionaire agrees to have such notice or claim of lien cancelled and discharged within thirty (30) days after notice to Concessionaire by City. In the event Concessionaire fails to do so, City may terminate this Agreement for cause without liability to City.

City shall not be liable for any claims, losses or damages suffered by third parties arising from Concessionaire's or its officers, agents, employees or

Concessionaires; fabrication, construction, and installation of the kiosks and bicycle racks, unless caused by City's gross negligence or willful misconduct. In addition to the preceding sentence, Concessionaire shall maintain, or require that its Concessionaire(s) contractors, agents, and sub-contractors maintain same limits of liability as required by this agreement, including worker's compensation insurance in at least the minimum amounts required by Florida law, and shall provide to City a certificate evidencing such coverage, and listing the North Bay Village as an additional insured.

4.2.1 Concessionaire's Project Schedule / Project Implementation & Launch

Phase I:

TBD

4.2.1.1 Project Schedule

Within thirty (30) days from the execution date of this agreement, Concessionaire and City shall mutually agree upon a detailed schedule for permitting and installation of the kiosks and bicycle racks leading up to the Operational Rollout date.

The Project Schedule, or specific dates thereon, may be extended upon written request from the Concessionaire, which notice shall state the reason for the request and the anticipated period of time requested, and subject to approval by the City Manager or his designee, in writing, at his sole discretion. Such approvals shall not be unreasonably withheld.

4.3 Operational Ceiling for Program

4.3.1 The Operational Ceiling shall be **TBD** bicycles for Phase I

4.3.2 The City Manager or his designee may authorize an increase in the Operational Ceiling on a temporary basis for special events or conventions, specifying the number of additional bicycles permitted to be in operation and the dates for which the increase applies to. Such increases shall be authorized in writing by the City Manager or his designee prior to allowing any additional bicycles.

City Manager and Concessionaire may agree to add additional bikes and/or stations within the area of the Phase I if it is determined and agreed that there are not enough locations to meet demand.

4.4 Hurricane Evacuation Plan.

Concessionaire agrees that any and all Equipment not permanently affixed or designed to withstand hurricane conditions, must be removed within twelve (12) hours from the issuance of a Hurricane Warning by the Miami-Dade County Office of Emergency Management, and stored at a private, off-site storage facility. Concessionaire shall begin to restock the fleet into the Concession Areas only upon receiving verbal or written notice to do so from the City Manager or his designee, and said restocking shall be completed within five (5) business days.

SECTION 5. TAXES, ASSESSMENTS.

5.1 Concessionaire Tax Responsibility

Concessionaire agrees and shall pay before delinquency all taxes (including but not limited to Resort Taxes) and assessments of any kind levied or assessed upon a Concession Area or the Concession Areas, and/or on Concessionaire by reason of this Agreement, or by reason of Concessionaire's business and/or operations within a Concession Area or Areas. Concessionaire will have the right, at its own expense, to contest the amount or validity, in whole or in part, of any tax by appropriate proceedings diligently conducted in good faith. Concessionaire may refrain from paying a tax to the extent it is contesting the imposition of same in a manner that is in accordance with law. However, if, as a result of such contest, additional delinquency charges become due, Concessionaire shall be responsible for such delinquency charges, in addition to payment of the contested tax, if so ordered.

Concessionaire shall also be solely responsible (at its sole cost and expense) for obtaining and maintaining current any applicable licenses or permits, as required for the operations contemplated in this Agreement including, without limitation, any occupational licenses required by law for the proposed uses contemplated in Section 3 and for each Concession Area (if required).

5.2 Procedure If Ad Valorem Taxes Assessed.

If ad valorem taxes are assessed against a Concession Area or the Concession Areas (or any portion thereof) by reason of Concessionaire's business and/or operations thereon, Concessionaire shall be solely responsible for prompt and timely payment of same.

SECTION 6. EMPLOYEES AND INDEPENDENT SUBCONTRACTORS

6.1 Concessionaire's Employees.

6.1.1 Concessionaire shall select, train and employ such number of employees, vendors and subcontractors as is necessary or

appropriate for Concessionaire to satisfy its responsibilities hereunder. Concessionaire shall be the sole authority to hire, terminate and discipline any and all personnel, vendors or subcontractors employed by Concessionaire

6.1.2 Concessionaire shall designate a competent full-time employee to oversee the day-to-day operations, and who shall act as the contract administrator for the program and serve as Concessionaire's primary point-person with the City. This individual shall have the requisite amount of experience in operating, managing, and maintaining the program and operations contemplated herein. The employee shall be accessible to the City Manager or his designee at all reasonable times during normal business hours to discuss the management, operation and maintenance of the program, and within a reasonable time frame during non-business hours in the event of emergency. Consistent failure by the employee to be accessible shall be reported to Concessionaire's principal(s), and if not rectified, shall be grounds for replacement of the employee.

6.2 Identification

Concessionaire's employees and/or contractors shall wear identification badges and uniforms, during all hours of operation when such employee or contractor is acting within the scope of such employment or such contractor relationship. All employees and/or contractors shall observe all the graces of personal grooming. The Concessionaire shall hire people to work in its operation who are neat, clean, well groomed, and who shall comport themselves in a professional and courteous manner.

SECTION 7 HOURS OF OPERATION

All Concession Areas and operations thereon shall be open every day of the year, weather or events of force majeure permitting, and shall be open to the public 24 hours per day, 365 days per year. Concessionaire may temporarily modify or reduce hours of operation as needed for the purpose of preserving the safety of the public, members, customers or equipment, for a period of up to thirty (30) days upon providing immediate notice to the City Manager or his designee.

SECTION 8 IMPROVEMENTS, MAINTENANCE, REPAIR and OPERATION

The Concessionaire accepts the use of any and all Concession Areas provided in this Agreement "AS IS," "WHERE IS," and "WITH ALL FAULTS," existing of at the Commencement Date.

Concessionaire assumes sole responsibility and expense for maintenance of the Concession Areas and all Equipment thereon.

8.1 Improvements

8.1.1 In addition to the specific procedures set forth in Section 3.3 for the design, fabrication, construction, and installation of the kiosks and bicycle racks, Concessionaire shall also be solely responsible (including cost) and shall pay for the design, fabrication, construction, and installation of any and all other improvements to a Concession Area or Areas. Any plans for such improvements shall be submitted to the City Manager or his designee for the City's written approval.

All improvements (including any made pursuant to Section 3.3) intended to be permanent and fixed shall remain the property of the City upon termination and/or expiration of this Agreement (no station, kiosk, bicycle, or rack is intended to be permanently affixed). Upon termination and/or expiration of this Agreement, all personal property and non-permanent trade fixtures may be removed from the Concession Areas by Concessionaire.

Concessionaire will permit no liens to attach to the Concession Areas arising from, connected with, or related to the design, fabrication, construction, and installation of any improvements. Moreover, any permitted construction shall be accomplished through the use of licensed, insured, and reputable contractors who are acceptable to the City. Any and all approvals, permits, and or licenses required for the design, construction, and/or installation of improvements shall be the sole cost and responsibility of Concessionaire unless otherwise provided for herein.

Concessionaire shall permanently display a directory map at each kiosk showing the Concession Zones and locations where kiosks are operational. Additionally, Concessionaire may provide maps and related printed materials at the kiosks for riders to take with them at no cost. These directory maps serve as a guide for riders and members of the public for general way finding purposes to help navigate the local area. Directory map listings for local organizations and attractions may be displayed on the kiosk directory map to encourage commerce in the area. Maps will be updated from time to time by Concessionaire as station locations are modified. Concessionaire shall pay for the costs associated with printing, posting and updating the maps.

8.1.2 Upon termination and/or expiration of this Agreement any and all improvements erected or installed in the Concession Areas (not intended to be permanent or fixed, but subject to the City's election in immediately following sentence) shall be removed by Concessionaire, at its sole cost and expense, in accordance with Subsection 13.7 hereof. Additionally, Concessionaire may also be required to remove any permanent or fixed improvements at the City Manager's sole discretion, upon written request from the City Manager or his designee. Any such improvements shall be promptly removed by Concessionaire, at its sole

cost and expense, and Concessionaire shall restore the Concession Area or Areas to its/their original condition prior to the improvements being made. Any improvements made below grade (such as concrete footers installed in asphalt-covered parking spaces) shall remain in place permanently and not subject to removal upon expiration of this agreement.

8.2 Maintenance/Repair.

The Concessionaire shall maintain, at its sole cost and expense, the Concession Areas and any Equipment thereon (as required to operate the program).

8.2.1 Concessionaire shall be solely responsible for the day to day operation, maintenance and repair of all Concession Areas. Concessionaire shall maintain the Concession Areas and any Equipment thereon in good working order and condition. Concessionaire shall keep all Equipment free of graffiti.

8.2.2 All damage of any kind to a Concession Area and any Equipment thereon shall be the sole obligation of Concessionaire, and shall be repaired, restored or replaced promptly by Concessionaire, at its sole cost and expense, to the reasonable satisfaction of the City Manager or his designee. In the event any Equipment is lost, stolen, or damaged, it shall be promptly replaced or repaired by Concessionaire no later than thirty (30) days from the date of loss, theft, or damage. If such materials are not typically stocked by Concessionaire, Concessionaire shall alternatively provide proof of ordering such materials within thirty (30) days.

8.2.3 All of the aforesaid repairs, restorations and replacements shall be in quality and class equal to or better than the original work (or Equipment) and shall be done in good and workmanlike manner.

8.2.4 If Concessionaire fails to make such repairs, restorations and/or replacements to a Concession Area and/or to any particular Equipment thereon, the same may be made by the City, at the City's sole option and discretion, but not its obligation. Concessionaire shall be responsible for any reasonable costs associated therewith, and shall reimburse the City within ten (10) days after rendition of a bill or statement. This shall not apply to program bicycles and kiosks as they are Concessionaire's propriety equipment.

8.2.5 It shall be Concessionaire's sole obligation to insure that any renovations, repairs and/or improvements made by Concessionaire to the Concession Areas comply with all applicable building codes and life safety codes of governmental authorities having jurisdiction.

8.3 Orderly Operation.

The Concessionaire shall have a neat and orderly operation at all times and shall be solely responsible for the necessary housekeeping services to properly maintain the Concession Areas and any Equipment thereon. The Concessionaire shall make available all Equipment within a Concession Area for examination by the City Manager or his authorized representative, upon reasonable verbal and/or written notice from the City.

8.3.1 Concessionaire agrees, also at its sole cost and expense to pay for all garbage disposal generated by its operations and may erect refuse bins as needed.

8.3.2 Concessionaire agrees, at its sole cost and expense, to sweep the Concession Areas as needed in the event that street sweepers cannot operate in the constrained area in order to keep Concession Areas generally free of dirt and debris.

8.4 No Dangerous Materials.

The Concessionaire agrees not to use or permit the storage and/or use of gasoline, fuel oils, diesel, illuminating oils, oil lamps, combustible powered electricity producing generators, turpentine, benzene, naphtha, propane, natural gas, or other similar substances, combustible materials, or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida, on or within any of the Concession Areas, or on any City property and/or right of way.

Concessionaire shall indemnify and hold City harmless from any loss, damage, cost, or expense of the City, including, without limitation, reasonable attorney's fees, incurred as a result of, arising from, or connected with the placement by Concessionaire of any "hazardous substance" or "petroleum products" on, under, in or upon the Concession Areas as those terms are defined by applicable Federal and State Statute, or any environmental rules and environmental regulations promulgated thereunder; provided, however, Concessionaire shall have no liability in the event of the willful misconduct or gross negligence of the City, its agents, servants or employees. The provisions of this Subsection 10.5 shall survive the termination or earlier expiration of this Agreement.

8.5 Security

The Concessionaire shall be responsible, at its sole option, to employ or provide reasonable security measures, as it may deem necessary to protect the Concession Area and any Equipment thereon. Under no circumstances shall the City be responsible for the replacement of any stolen or damaged Equipment, nor shall City be responsible for the replacement of any stolen or damaged personal property of Concessionaire's employees, Concessionaires, agents, patrons, guests,

invitees, and/or other third parties.

Notwithstanding the preceding paragraph, Concessionaire shall not be obligated to have a duty to provide security services (whether manned or automated) to patrons using the program, as the program is contemplated as an unattended self-service and automated system. Concessionaire may employ video surveillance and recording as it deems practical and necessary for the safe protection of its equipment.

City and Concessionaire understand that bicycle theft has been identified as a problem in other bicycle sharing programs. One of the potential causes for theft may be that the locking mechanism may leave inexperienced users of these types of bike sharing programs unsure of whether their bicycle is properly locked. Accordingly, in order to deter theft, Concessionaire shall prominently disclose on each kiosk, in visible, plain, easy to read/understand language and/or symbols, the proper procedure(s) for safely docking and locking a bike into the bike docking station. Similarly, Concessionaire shall utilize a locking system that clearly indicates to users when a bicycle has been fully and properly locked.

Concessionaire shall also place a clearly visible, legible disclaimer on kiosks, and on patron/customer receipts, advising users that program bikes do not come equipped with individual locks and that neither City nor Concessionaire shall be liable or otherwise responsible to users if the bicycle is stolen while in use (including bicycles that are not properly locked at the conclusion of use).

8.6 Inspection.

The Concessionaire agrees that any Concession Area (including, without limitation, any Equipment thereon) may be inspected at any time by the City Manager or his designee, or by any other municipal, County, State officer, or officers of any other agency(ies) having responsibility and/or jurisdiction for inspections of such operations. The Concessionaire hereby waives all claims against the City for compensation for loss or damage sustained by reason of any interference with the concession operation as a result of inspection by any public agency(ies) or officials, (including, without limitation, by reason of any such public agency or official in enforcing any laws, ordinances, or regulations as a result thereof). Any such interference shall not relieve the Concessionaire from any obligation hereunder.

SECTION 9 INSURANCE

Within ten (10) days after the execution of this Contract by both parties, and throughout the term of this Contract, the Concessionaire shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions

entitled “Insurance Requirements.” The City shall be listed as an “Additional Insured.” This Contract is contingent upon the receipt of proper insurance documents required by this Contract. The Concessionaire shall furnish to the North Bay Village c/o Risk Management, 1666 Kennedy Causeway #300, North Bay Village 33141, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meet the requirements as outlined below:

A. I. Commercial General Liability Commercial General Liability
Limits of Liability
Bodily Injury and Property Damage Liability

Each Occurrence	$1,000,000
General Aggregate Limit	$2,000,000
Products/Completed Operations	$1,000,000
Personal and Advertising Injury	$1,000,000

B. Endorsements Required: North Bay Village included as an Additional Insured Contingent &Contractual Liability Premises/Operations Liability

II. Business Automobile Liability (if applicable)

A. Limits of liability Bodily Injury and Property Damage Liability combing single limit: Any auto including hired, borrowed or non-owned autos, any one accident $300,000
B. Endorsements required: North Bay Village included as additional insured

III. Worker’s Compensation limits of liability statutory State of Florida Waiver of Subrogation

A. Employer’s Liability

Limits of Liability

- $100,000 for bodily injury caused by an accident, each accident.
- $100,000 for bodily injury caused by disease, each employee
  $500,000 for bodily injury caused by disease, policy limit.

The above policies shall provide North Bay Village with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above.

Should Concessionaire fail to obtain, maintain or renew the policies of insurance referred to above, in the required amounts, the City may, at its sole discretion, obtain such insurance, and any sums expended by City in obtaining said insurance, shall be repaid by Concessionaire to City, plus ten (10%) percent of the amount of premiums paid to compensate City for its administrative costs. If Concessionaire fails to repay City's expenditures within fifteen (15) days of

demand such failure shall be deemed an event of default, and the total sum owed shall accrue interest at the rate of twelve (12%) percent until paid.

SECTION 10 INDEMNITY

10.1 Indemnification

Concessionaire shall indemnify and hold harmless City, its officers, agents, directors, and employees, from liabilities, damages, losses, judgments, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, negligent act or omission, or intentional wrongful misconduct of Concessionaire and persons employed or utilized by Concessionaire in the performance of this Contract. Concessionaire shall, further, hold the City, its officials and employees, harmless for, and defend the City, its officials and/or employees against, any civil actions, statutory or similar claims, regarding injuries or damages arising in any way out of, or resulting from, the Concessionaire's performance of the professional services described in the Scope of Services, the permitted work required under this Contract, or the performance of this Contract, even if it is alleged that the City, its officials and/or employees were negligent. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, Concessionaire shall, upon written notice from City, defend such action or proceeding by counsel satisfactory to City. The Concessionaire expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Concessionaire shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnifications provided above shall obligate Concessionaire to defend, at its own sole expense, to and through appellate, supplemental or bankruptcy proceeding, to provide for such defense, any and all claims of liability and all suits and actions of every name and description which may be brought against the City within the scope of the above-described indemnifications.

These indemnifications will survive the cancellation or expiration of the Contract. These indemnifications will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of §725.06 and/or §725.08, Fla. Statutes, as amended and as applicable. Concessionaire shall require all Sub-contractor agreements to include a provision that they will indemnify the City.

The Concessionaire agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Concessionaire in which the City participated either through review or concurrence of the Concessionaire's actions. In reviewing, approving or rejecting any submissions by the Concessionaire or other acts of the Concessionaire, the City in no way assumes or shares any responsibility or liability of the Concessionaire or Sub-Contractors, under this Agreement.

Ten dollars ($10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of these indemnifications, the receipt and sufficiency of which is acknowledged by the Concessionaire.

10.2 Force Majeure.

Neither party shall be obligated to perform hereunder and neither party shall be deemed to be in default if performance is prevented by:

a. Any act or chain of related acts resulting in Equipment destruction, vandalism or theft which renders at least fifty (50%) percent of the Concessionaire Areas in the Concession Service Zone unusable at any one point in time and which is not caused by negligence of Concessionaire;

b. earthquake; hurricane; flood; act of God; direct act of terrorism; or civil commotion occurring which renders at least fifty (50%) percent of the Concession Areas in the Concession Service Zone unusable.

c. any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, or war which renders at least fifty (50%) percent of the Concession Areas in the Concession Service Zone unusable.

10.3 Labor Dispute.

In the event of a labor dispute which results in a strike, picket or boycott affecting at least fifty (50%) percent of the Concession Areas within the Concession Service Zone, Concessionaire shall not thereby be deemed to be in default or to have breached any part of this Agreement, unless such dispute shall have been caused by illegal labor practices or violations by Concessionaire of applicable collective bargaining Agreements (and there has been a final determination of such fact which is not cured by Concessionaire within thirty (30) days).

10.4 Waiver of Loss from Hazards.

The Concessionaire hereby expressly waives all claims against the City for loss or damage sustained by the Concessionaire resulting from any Force Majeure contemplated in Subsection 12.5 and Labor Dispute in Subsection 12.6 above, and the Concessionaire hereby expressly waives all rights, claims, and demands against the City and forever releases and discharges the North Bay Village, Florida, from all demands, claims, actions and causes of action arising from any of the aforesaid causes.

SECTION 11. DEFAULT AND TERMINATION.

Subsections 14.1 through 14.3 shall constitute events of default under this Agreement. An event of default by Concessionaire shall entitle City to exercise any and all remedies described as City's remedies under this Agreement, including but not limited to those set forth in Subsection 14.4 and Section 15.

11.1 Bankruptcy

If either the City or Concessionaire shall be adjudged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of either party shall be appointed, or if any receiver of all or any part of the business property shall be appointed and shall not be discharged within sixty (60) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or insolvency, or shall apply for reorganization or arrangement with its creditors under the bankruptcy or insolvency laws now in force or hereinafter enacted, Federal, State, or otherwise, or if such petitions shall be filed against either party and shall not be dismissed within sixty (60) days after such filing, then the other party may immediately, or at any time thereafter, and without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract.

11.2 Non-Monetary Default.

In the event that Concessionaire or the City fails to reasonably perform or observe the non-monetary covenants, terms or provisions under this Agreement, and such failure continues ninety (90) days after written notice thereof from the other party hereto, such non-defaulting party may immediately or at any time thereafter, and without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract. In the event that a default is not reasonably susceptible to being cured within such period, the defaulting party shall not be considered in default if it shall, within such period, commence with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default, but in no event shall such extended cure period exceed ninety (90) days from the date of written notice thereof. In the event Concessionaire cures any default pursuant to this subsection, it shall promptly provide the City Manager with written notice of same.

11.3 City's Remedies for Concessionaire's Default.

If any of the events of default, as set forth in this Section, shall occur, the City may, after expiration of the cure periods, as provided above, at its sole option and discretion, institute such proceedings as in its opinion are necessary to cure such defaults and to compensate City for damages resulting from such defaults, including but not limited to the right to give to Concessionaire a notice of termination of this Agreement. If such notice is given, the term of this Agreement shall terminate upon the date specified in such notice from City to Concessionaire. On the date so specified, Concessionaire shall then quit and surrender the Concession Area(s) to City pursuant to the provisions of Subsection 13.7. Upon the termination of this Agreement, all rights and interest of Concessionaire in and to the Concession Area(s) and to this Agreement, and every part thereof, shall cease and terminate and City may, in addition to any other rights and

remedies it may have, retain all sums paid to it by Concessionaire under this Agreement, including but not limited to, the Performance Bond in Section 15 herein.

In addition to the rights set forth above, the City shall have the rights to pursue any and all of the following:

a. the right to injunction or other similar relief available to it under Florida law against Concessionaire; and or

b. the right to maintain any and all actions at law or suits in equity or other proper proceedings to obtain damages resulting from Concessionaire's default.

11.4 Default by the City

If an event of default by the City shall occur, the Concessionaire may, after expiration of the cure periods, as provided above, terminate this Agreement upon written notice to the City. Said termination shall become effective upon receipt of a written notice of termination by the City, but in no event shall Concessionaire specify a termination date that is less than sixty (60) days from the date of the written termination notice. On the date specified in the notice, Concessionaire shall quit and surrender the Concession Area(s) to City pursuant to the provisions of Subsection 14.7.

11.5 Surrender of Concession Areas / Removal by Concessionaire of Equipment/Improvements.

Upon expiration, or earlier termination of this Agreement, Concessionaire shall surrender the Concession Areas in the same condition as the Concession Areas were prior to the Commencement Date, reasonable wear and tear accepted. Concessionaire shall, at its sole expense and at no charge to the City, remove all Equipment from the Areas, (as well as any other permanent or fixed improvements if so requested by the City Manager or his designee) no later than ninety (90) days after the conclusion of the Term, (or from the date of other termination of this Agreement) unless a longer time period is agreed to, in writing, by the City Manager).

Concessionaire's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement. Continued occupancy of any Concession Areas after termination of the Agreement shall constitute trespass by the Concessionaire, and may be prosecuted as such. In addition, the Concessionaire shall pay to the City One Thousand ($1,000.00) Dollars per day per Area as liquidated damages for such trespass and holding over.

If the Concessionaire fails to remove such equipment in accordance with the terms and conditions of this agreement, the City shall have the right to

remove such equipment and supplies at the expense of Concessionaire. .

11.6 Substitute Performance

In the event that the Concessionaire fails to properly perform the removal of any Equipment and restoration of the Concession Areas to their original condition, except as otherwise provided herein, in accordance with the terms of the Agreement, then the City shall have the right to undertake and/or purchase, as the City Manager deems appropriate, any such supplies, materials, services, etc., covered herein and to charge Concessionaire for all reasonable costs thereby incurred by the City. Concessionaire shall be responsible for paying all of said costs.

SECTION 12. ASSIGNMENT

Concessionaire shall not assign all or any portion of its costs or obligations under this Agreement without the prior written consent of the City Manager, which may not be unreasonably withheld, conditioned, denied or delayed. The City has relied on Concessionaire's experience, skill, reputation, ability and knowledge in selecting it to operate this program and may refuse an assignee that does not meet the City's objectives in the sole opinion of the City Manager. Concessionaire shall notify the City Manager of any proposed assignment, in writing, at least sixty (60) days prior to the proposed effective date of such assignment. In the event that any such assignment is approved by the City Manager, the assignee shall agree to be bound by all the covenants of this Agreement required of Concessionaire and shall first execute an assignment and Assumption of this Agreement in a form satisfactory to the City Manager and City Attorney.

SECTION 13. INTELLECTUAL PROPERTY; SPONSORSHIPS; ADVERTISEMENT

13.1 *Sponsorships Directly Relating to use of City Logo or Likeness*:

The City reserves unto itself all present and future rights to negotiate all forms of endorsement and/or sponsorship agreements based on the marketing value of any City trademark, property, brand, logo and/or reputation. Any and all benefits derived from an endorsement and/or sponsorship agreement based on the marketing value of a City trademark property, brand, logo and/or reputation, shall belong exclusively to the City. Concessionaire shall be specifically prohibited from entering into, or otherwise creating any, sponsorships and/or endorsements with third parties which are based solely or in any part on the marketing value of a City trademark, property, brand, logo and/or reputation. The prohibition on Concessionaire entering into such sponsorship and/or endorsement Agreements utilizing the City's property, trademark, logo, brand and reputation, as defined above in this Section, shall not be interpreted to include nor prohibit the Concessionaire's right to sell or obtain sponsorships

relating to Concessionaire's own assets or intellectual property, or to rent, or use, exclusively, any particular brand or product that would be permitted for use, sale, or rental pursuant to this Agreement. Moreover, the City will not limit Concessionaire's ability to negotiate a reduced rate for purchase, from any vendor, whose product(s) Concessionaire uses or offers for sale or rent pursuant to this Agreement.

Sponsorships Directly Relating to Concessionaire's Assets, Operations, Reputation, Equipment, Brand, Logos, Likeness and Intellectual Property: It is further acknowledged that the name, likeness, equipment, concepts, logos, program operations, designs and other intellectual property rights of Deco Bike, LLC. shall remain in the exclusive possession and control of Concessionaire at all times; provided, however, that Concessionaire hereby grants City an irrevocable license to use any DecoBike, LLC trademark, brand, and/or logo, for purposes of the City's promotion of the program and including, without limitation, the right to use such trademarks, brand, and/or logo in all media (for such public marketing purposes) whether now existing or as may exist in the future.

Program Name: The right to name, re-name or create a program title to any of Concessionaire's bicycle sharing operations and programs is at the sole discretion of Concessionaire as it deems necessary, including but not limited to assigning title or naming rights to a 3rd party organization for a fee not subject to revenue sharing.

Equipment Sponsorship: Concessionaire shall be permitted to offer sponsorships to organizations which would permit an organizational logo, name, and slogan to be placed upon program kiosks and/or bicycles. The City shall draft and approve ordinances, or modifications of ordinances, as needed to effectuate and protect this sponsorship program granted to Concessionaire under this agreement and in the format described in, and be subject to, the guidelines in Exhibit TBD attached hereto.

13.2 Advertisements

To the extent it is allowed by applicable laws, codes, rules and regulations The City acknowledges that Concessionaire may in such case sell and display limited general commercial advertising upon program bicycles and kiosks. The City shall draft and approve ordinances, or modifications of ordinances, necessary to effectuate and protect the advertising rights granted to Concessionaire under this agreement and in the format described in, and be subject to, the guidelines in Exhibit TBD, attached hereto.

Any advertisements displayed on program equipment shall comply with all Federal, State, Miami-Dade County, and North Bay Village laws, rules,

regulations, ordinances, and codes, including, but not limited to, those pertaining to and/or related to billboards, outdoor advertisements, and other related signage, as applicable. In addition, the construction, materials, content and appearance of any Advertisements to be installed on program equipment must be allowable and, if allowed, shall comply with such other and future requirements as Federal, State, County, and City authorities may from time to time impose, including, but not limited to, public safety, building and zoning requirements.

Accordingly, any Advertisements failing to comply with any applicable Federal, State, County, and City provisions shall and must be removed by Concessionaire, at its sole cost and expense, within five (5) business days from receipt of written notice from the City Manager or his designee. In the event such Advertisements are not removed within said time period, the City may, at its sole option and discretion, fine Concessionaire $100 per day per each non-compliant advertisement until such advertisements are brought into compliance. This section shall not limit City's ability to seek other remedies as provided in this agreement.

The permissible content of Advertisements shall not include firearms, tobacco products, or be of a sexually offensive nature.

SECTION 14 NO IMPROPER USE

The Concessionaire will not use, nor suffer or permit any person to use in any manner whatsoever, any Concession Areas or improvements on equipment thereon, for any illegal, improper, immoral or offensive purpose, or for any other purpose in violation of any Federal, State, County, or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. The Concessionaire will protect, indemnify, and forever save and keep harmless the City, its officials, employees, contractors, and agents from and against damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation, or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Concessionaire, or any official, director, agent, , or servant regarding the concession. In the event of any violation by the Concessionaire, or if the City or its authorized representative shall deem any conduct on the part of the Concessionaire to be objectionable or improper, the City shall have the right to suspend concession operation should the Concessionaire fail to correct any such violation, conduct, or practice to the satisfaction of the City Manager or his designee within twenty-four (24) hours following written notice of the nature and extent of such violation, conduct, or practice. Such suspension to continue until the violation is cured to the satisfaction from the City Manager or his designee.

SECTION 15 NOTICES

All notices from the City to the Concessionaire shall be deemed duly served upon receipt, if mailed by registered or certified mail with a return receipt to the Concessionaire at the following address:

Deco Bike, LLC.
41 NE 17 Terrace
Miami, FL 33132
Attn: Bonifacio Diaz

All notices from the Concessionaire to the City shall be deemed duly served upon receipt, if mailed by registered or certified mail return receipt requested to the North Bay Village at the following addresses:

City Manager
North Bay Village
1666 Kennedy Causeway #300
North Bay Village

The Concessionaire and the City may change the above mailing address at any time upon giving the other party written notification. All notices under this Concession Agreement must be in writing.

SECTION 16 LAWS

16.1 Compliance
Concessionaire shall comply with all applicable City, County, State, and Federal ordinances, statutes, rules and regulations, including but not limited to all applicable environmental City, County, State, and Federal ordinances, statutes, rules and regulations.

16.2 Governing Law
This Agreement shall be interpreted and construed under the laws of the State of Florida, Miami –Dade County and North Bay Village regardless of choice of law principles.. Each party shall bear their own attorney's fees

16.3 Equal Employment Opportunity
Neither Concessionaire nor any affiliate of Concessionaire performing services hereunder, or pursuant hereto, will discriminate against

any employee or applicant for employment because of race, creed, sex, color, national origin, sexual orientation, and disability (as defined in Title I of ADA). Concessionaire will take affirmative steps to utilize minorities and females in the work force and in correlative business enterprises.

16.4 No Discrimination

The Concessionaire agrees that there shall be no discrimination as to race, sex, sexual orientation, color, creed, national origin, familial status, religion or handicap, in the operations referred to in this Agreement; and, further, there shall be no discrimination regarding any use, service, maintenance, or operation within the Concession Areas. All operations and services offered in the Concession Areas shall be made available to the public, subject to the right of the Concessionaire and the City to establish and enforce reasonable rules and regulations to provide for the safety, orderly operation, and security of the Areas and improvements and equipment thereon.

16.4.1 Concessionaire by executing this Agreement, certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap.

SECTION 17 MISCELLANEOUS

17.1 No Partnership.

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the City and Concessionaire.

1.2 Modifications.

This Agreement cannot be changed or modified except by Agreement in writing executed by all parties hereto. Concessionaire acknowledges that no modification to this Agreement may be agreed to by the City unless approved by the Mayor and City Commission except where such authority has been expressly provided herein to the City Manager or his designee.

17.3 Complete Agreement.

This Agreement, together with all exhibits incorporated hereto, constitutes all the understandings and Agreements of whatsoever nature or kind existing between the parties with respect to Concessionaire's operations, as contemplated herein.

17.4 Headings.
The section, subsection and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

17.5 Binding Effect.
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17.6 Clauses.
The illegality or invalidity of any term or any clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein unless the elimination of such provision detrimentally reduces the consideration that either party is to receive under this Agreement or materially affects the continuing operation of this Agreement.

17.7 Severability.
If any provision of this Agreement or any portion of such provision or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, or shall become a violation of any local, State, or Federal laws, then the same as so applied shall no longer be a part of this Agreement but the remainder of the Agreement, such provisions and the application thereof to other persons or circumstances, shall not be affected thereby and this Agreement as so modified shall.

17.8 Right of Entry.
The City, at the direction of the City Manager, shall at all times during hours of operation, have the right to enter into and upon any and all parts of the Concession Area(s) for the purposes of examining the same for any reason relating to the obligations of parties to this Agreement.

17.9 Not a Lease.
It is expressly understood and agreed that no part, parcel, building, facility, equipment or space is leased to the Concessionaire, that it is a concessionaire and not a lessee; that the Concessionaire's exclusive right to operate the concession and occupy the Concession Areas shall continue only so long as this Agreement remains in effect.

17.10 Signage.
Concessionaire shall provide, at its sole cost and expense, any signs utilized for its program. All signage and postings shall be in accordance with all applicable Municipal, County, State and Federal laws and regulations. Any signage posted by Concessionaire shall be subject to the prior approval of the City as to size, shape and placement of same, and no such approvals

will be unreasonably withheld.

City shall be responsible to provide, at its sole cost and expense, and as (or if) it deems necessary in its sole and reasonable judgment and discretion, any traffic, regulatory or public safety signs, whether related directly or indirectly to the program and/or other aspects of bicycle, vehicular or pedestrian safety.

17.11 Procedure for Approvals and/or Consents.

In each instance in which the approval or consent of the City Manager or his designee is allowed or required in this Agreement, it is acknowledged that such authority has been expressly provided herein to the City Manager or his designee by the Mayor and City Commission of the City. In each instance in which the approval or consent of the City Manager or his designee is allowed or required in this Agreement, Concessionaire shall send to the City Manager a written request (delivery via email, overnight courier or postal service is acceptable) for approval or consent (the "Approval Request"). The City Manager or his designee shall use reasonable efforts to provide written notice to Concessionaire approving of consent to, or disapproving of the request, within thirty (30) days from the date of Approval Request (or within such other time period as may be expressly set forth for a particular approval or consent under this Agreement). However, the City Manager or his designee's failure to consider such request within this time provided shall not be deemed a waiver, nor shall Concessionaire assume that the request is automatically approved and consented to. The City Manager or his designee shall not unreasonably withhold such approval or consent. This Subsection shall not apply to approvals required herein by the Mayor and City Commission.

17.12 No Waiver

17.12.1 It is mutually covenanted and agreed by and between the parties hereto that the failure of the City to insist upon the strict performance of any of the conditions, covenants, terms or provisions of this Agreement, or to exercise any option herein conferred, will not be considered or construed as a waiver or relinquishment for the future of any such conditions, covenants, terms, provisions or options but the same shall continue and remain in full force and effect.

17.12.2 A waiver of any term expressed herein shall not be implied by any neglect of the City to declare a forfeiture on account of the violation of such term if such violation by continued or repeated subsequently and any express waiver shall not affect any term other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

17.12.3 The receipt of any sum paid by Concessionaire to the City after breach of any condition, covenant, term or provision herein contained shall not be deemed a waiver of such breach, but shall be taken, considered and construed as payment for use and occupation, and not as rent, unless such breach be expressly waived in writing by the City.

17.13 No Third Pary Beneficiary

Nothing in this Agreement shall confer upon any person or entity, including, but not limited to sub concessionaires, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies by reason of this Agreement.

SECTION 18 LIMITIATION OF LIABILITY

The City desires to enter into this Agreement placing the operation and management of the Concession Area(s) in the hands of a private management entity only if so doing the City can place a limit on its liability for any cause of action arising out of this Agreement, so that its liability for any such breach never exceeds the sum of One Hundred Thousand ($100,000.00) Dollars. Concessionaire hereby expresses its willingness to enter into this Agreement with a One Hundred Thousand ($100,000.00) Dollar limitation on recovery for any action for breach of contract. Accordingly, and in consideration of the separate consideration of One Hundred Thousand ($100,000.00) Dollars, the receipt of which is hereby acknowledged, the City shall not be liable to Concessionaire for damages to Concessionaire in an amount in excess of One Hundred Thousand ($100,000.00) Dollars, for any action for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28

SECTION 19 VENUE

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. CITY AND CONCESSIONAIRE HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT CITY AND CONCESSIONAIRE MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CONCESSION AREA(S).

SECTION 20 CITY'S CONTRIBUTION TO PROGRAM

1. Provide permanent banners and links on city's website.
2. Provide ongoing PSA and promo video clips on city's television station.
3. Ongoing features in city magazines, newsletters, mailouts.
4. Promotional email blasts to staff at least quarterly.
5. City Permit fees to be waived.
6. Coordinate to provide dedicated loading sites for the temporary storage space for cargo containers to place bikes and stations in the event of hurricane, public unrest, act of god or other major disaster or threat to the safety of the equipment. Such location to be determined upon mutual agreement by Concessionaire and City. Storage and placement will be at Concessionaire's cost, the City will work to coordinate available locations to place containers.
7. Provide assistance and coordination to incorporate bike share kiosks at or near major events and conventions on a temporary basis to serve as alternative transportation, including but not limited to the Boat Show, Ultra, 4th of July celebrations, New Year's Eve celebrations, city birthday celebrations, Cirque de Soleil, any concerts at Bayfront and Bicentennial parks or other similar events. Temporary placement of kiosks inside the Concession Zone for special event purposes shall not require a special permit.
8. Integrate bike share program in a promotional and/or PSA format into major city events and city-sanctioned events to increase marketing exposure including a display or booth at no charge (or any major event on city property).
9. Declare the bike sharing program to be an official "green" transportation system for the city.
10. City shall be responsible for the installation and maintenance of all bicycle safety and awareness signage inside the city. Concessionaire shall not be obligated to install or erect any such signage.
11. Provide program launch announcements, updates and safety awareness campaigns through digital billboards, bus shelter posters and other PSA/public event announcement mediums the city has cost-free access to when possible. Concessionaire to cover costs of printing and artistic development of any such campaigns.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and their seals to be affixed, all as of the day and year first above written, indicating their Agreement.

Attest: **North Bay Village, FLORIDA**

_____ _____
CITY CLERK CITY MANAGER

Attest: **DECO BIKE, LLC.**

_____ _____
Signature/Secretary Bonifacio Diaz, COO

_____
Print Name

Exhibit 3.1
Program Equipment: Bicycle Image & Specs
Base Unit/Stock Image Shown, Subject to Modifications.

DECOBIKE Bicycle Features Include, but are not limited to:

Adjustable Seat	RFID Tracking	Basket	LED Front/Rear Lights
Unique Bike Number	Rust-Buster Chain	Mud Guards	Bell
Dynamo	Docking Probe	Reflectors	Stainless Spokes
Aluminum Frame	Dual-Hand Brakes	Kickstand	Internal Roller Brakes
Rugged Tires/Tubes	CPSC Compliant	1 or 3-Speed	Securitized Hardware

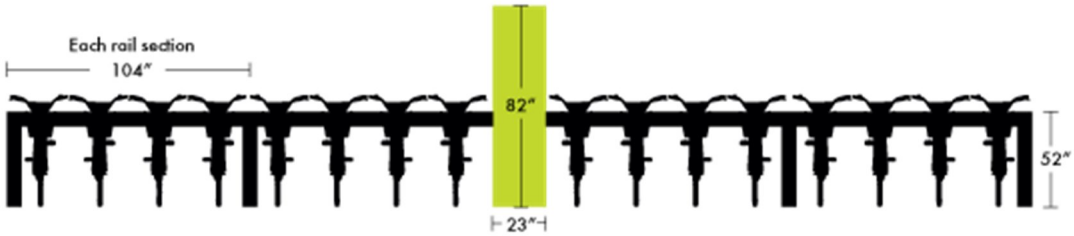
Exhibit 3.1.1
Program Equipment: Kiosk Station Format

Stations are modular with a typical capacity range of 16 to 32 bikes. Each modular rail section size is indicated below and overall dimensions reflect the footprint. For Informational Purposes Only. Exact specs may vary should manufacturing processes change.

16 BIKE SINGLE

39 x 8 FEET

WIDTH x DEPTH



16 BIKE DOUBLE

23 x 13 FEET

WIDTH x DEPTH

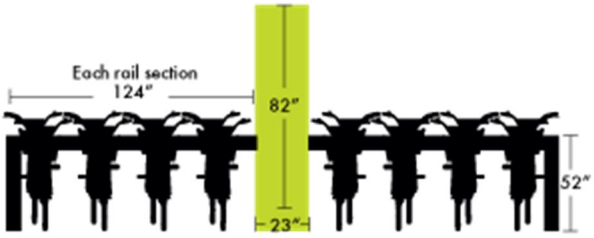
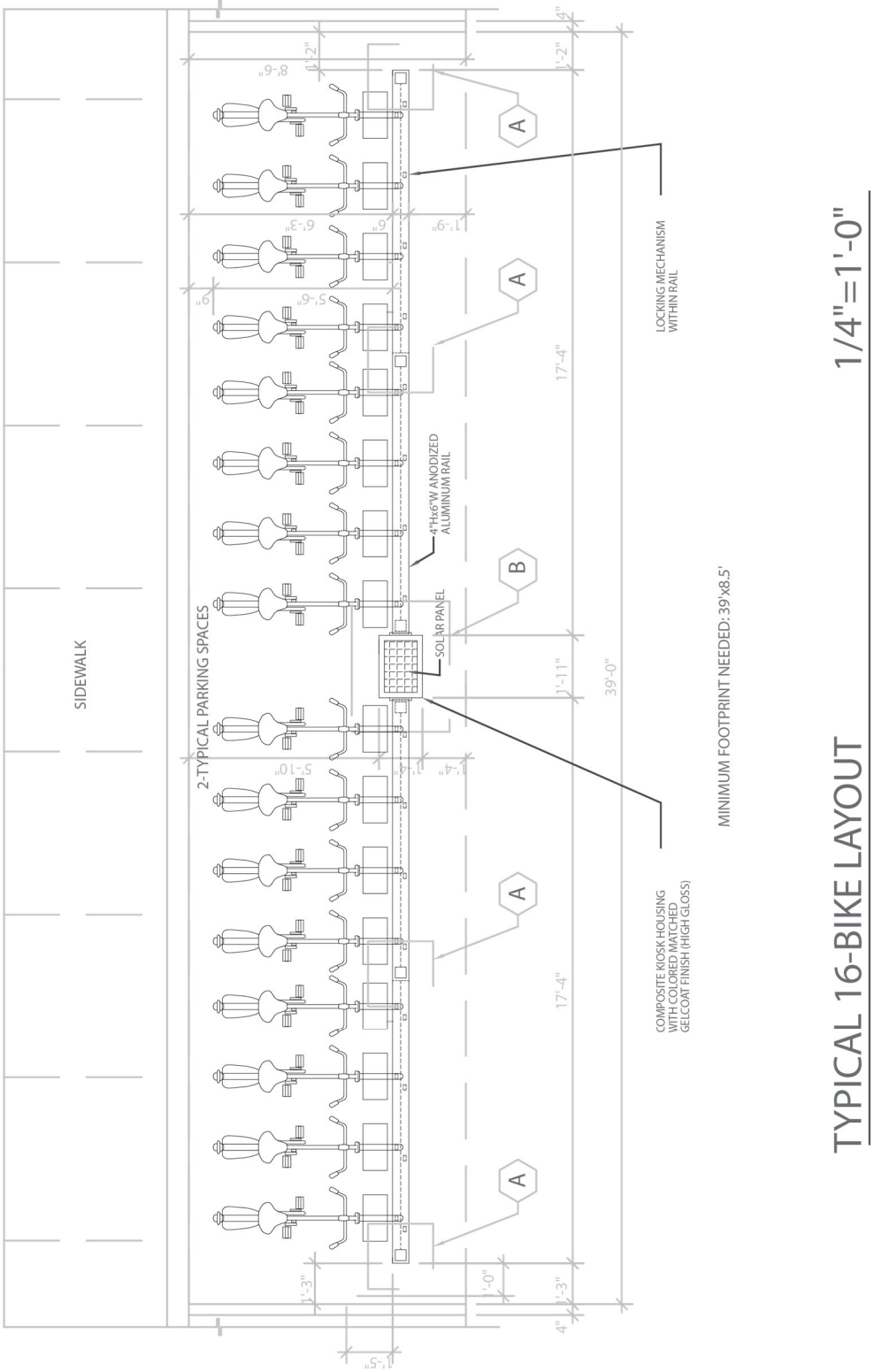
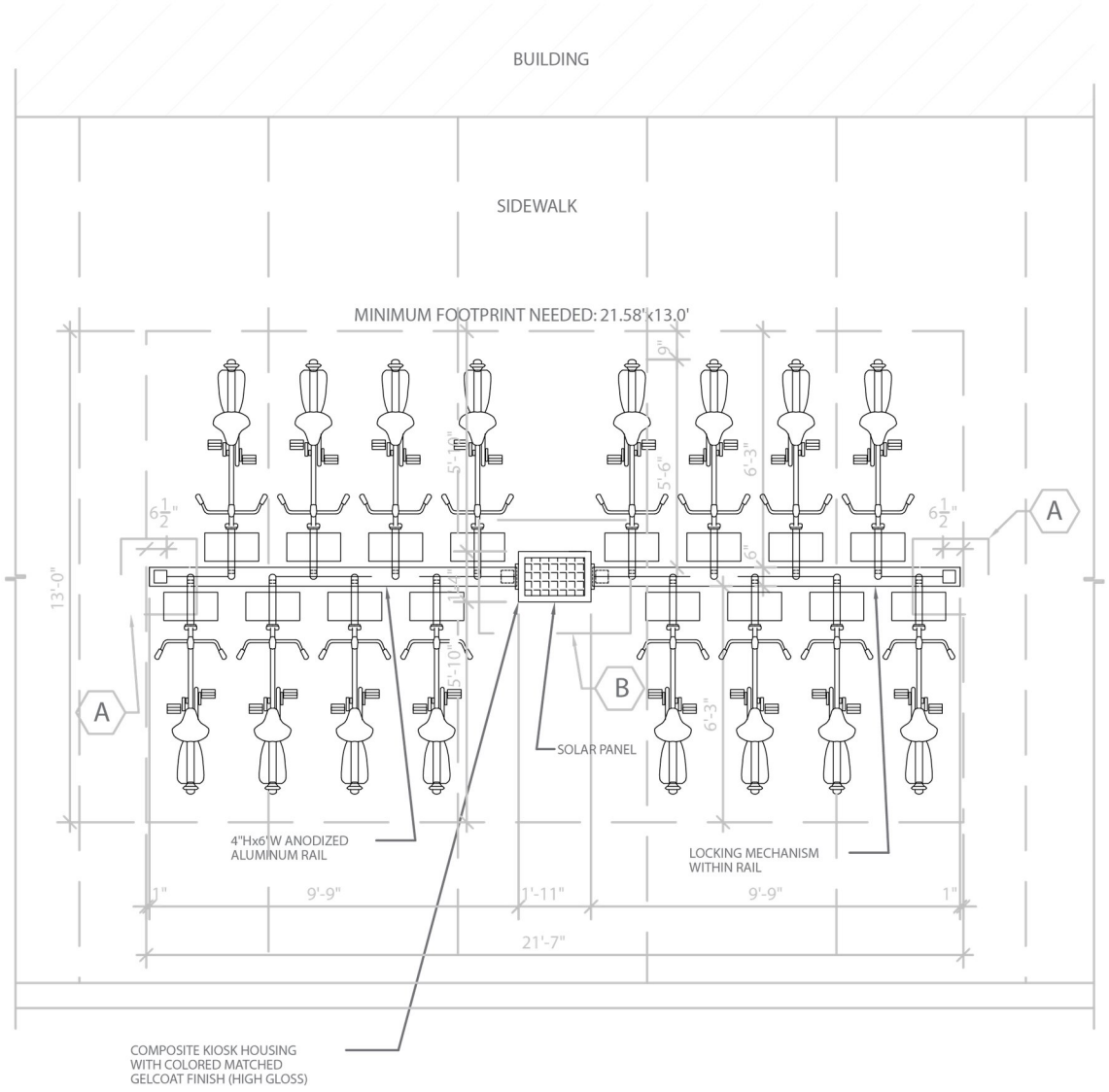


Exhibit 3.1.2
Program Equipment: Typical Site Plan for Parking Spaces
For Informational Purposes Only, Subject to permitting. Site plans will vary based on actual station capacity and placement.



Program Equipment: Typical Site Plan for Open Spaces

For Informational Purposes Only, Subject to Permitting. Site plans will vary based on actual station capacity and placement.



TYPICAL DOUBLE SIDED 16-BIKE LAYOUT 1/4"=1'-0"

Exhibit 16.1 (a)

Bicycle Logo Sponsorship

Sponsorship logos shall be limited to bicycle surfaces, including the handlebar placard, fenders and/or basket consistent with the diagram below. (Red Cross logo used for educational/illustrational purposes only). Logo sponsorships are limited to corporate/organizational logo, name and/or slogan (not general advertising graphics such as actual product images):

Exhibit 16.1(b)
Kiosk Logo Sponsorship

Sponsorship logo name and/or slogan shall be permitted upon: (A) the rear panel of the kiosk opposite the keypad/screen display, and (B) side panels, consistent with the diagram below. (Red Cross logo used for educational/illustrational purposes only). Logo sponsorships are limited to corporate/organizational logo, name and/or slogan (not general advertising graphics such as actual product images):

Sample A **Sample B**

Concessionaire shall be permitted to utilize all surfaces of kiosk and/or docking rail for sponsor branding. City map may be displayed or attached elsewhere on the kiosk or concession site.

Exhibit 16.2 (a)
On-Bicycle General Advertising Format

General advertising on program bicycles shall be limited to bicycle surfaces including handlebar placard, basket and fender consistent with the diagram below. (Tag Heur logo used for educational/illustrational purposes only). General advertising may contain any graphical representation supplied by advertiser including images or descriptions of products and services:

Exhibit 16.2 (b)
Kiosk General Advertising Format

General advertising and Public Service Announcements on program kiosks shall be permitted upon: (A) the rear panel of the kiosk opposite the keypad/screen display to a maximum dimension of 81”x 23” or equivalent area, and (B) both side panels to a maximum of 14”x 48” each or equal area, consistent with the diagram below. General advertising may contain any graphical representation supplied by advertiser including images or descriptions of products and services:

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 36.25(H) OF THE VILLAGE CODE OF ORDINANCES, APPROVING AN AGREEMENT WITH DECO BIKE D/B/A CITIBIKE FOR THE PROVISION OF SHARED BIKES WITH DOCKING STATION, IN SUBSTANTIALLY THE FORM PROVIDED; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, North Bay Village (the "Village") desires to increase mobility options in the community; and

WHEREAS, Deco Bike, d/b/a Citi Bike, is a provider of shared-bikes with docking stations currently utilized by the Village of Miami and Miami Beach; and

WHEREAS, Deco Bike, d/b/a Citi Bike is recognized as a sole source provider of shared-bikes with docking stations; and

WHEREAS, Section 36.25(H) of the Village Code of Ordinances provides that "[a] contract may be awarded without competition when the Village Manager determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item"; and

WHEREAS, Deco Bike, d/b/a Citi Bike desires to operated a shared biking program in the Village and the Village desired to implement this mobility solution; and

WHEREAS, the Village Commission finds that adoption of this Resolution will be in the best interest of the Village.

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. Pursuant to section 36.25(H) of the Village Code of Ordinances, the Deco Bike, d/b/a Citi Bike Agreement, in substantially the form provided in Exhibit "A", which is incorporated herein and made a part hereof by this reference, is hereby approved for the provision of a shared-bike program with accompanying docking stations in the Village.

Section 3. Authorization. The Village Manager is hereby authorized to finalize and execute contractual documents, subject to approval by the Village Attorney as to form and legal sufficiency, and to expend budgeted funds, in furtherance hereof.

Section 4. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

Mayor Brent Latham	_____
Vice Mayor Marvin Wilmoth	_____
Commissioner Jose R. Alvarez	_____
Commissioner Andreana Jackson	_____
Commissioner Julianna Strout	_____

PASSED AND ADOPTED on this ___ day of October, 2019.

_____
Brent Latham, Mayor

ATTEST:

_____
Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
VILLAGE ATTORNEY

ITEM NO. 11A6

North Bay Village
Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Mario Diaz, Chief of Staff to Village Mgr.

THROUGH:

SUBJECT: Holiday Lights Contract Services - ***Dr. Ralph Rosado, Village Manager***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 36.25(H) OF THE VILLAGE CODE OF ORDINANCES, APPROVING A ONE YEAR AGREEMENT WITH CHRISTMAS Design inc FOR THE PROVISION OF HOLIDAY LIGHTS INSTALLATION SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

BACKGROUND AND ANALYSIS

Due to time constraints, Village staff is unable to do the procurement of a multi-year contract for holiday lights. Staff has spoken to the contractor, who has offered to provide fewer lights and services at a reduced cost. After further analysis and comparison of other municipalities, Staff is recommending to keep the level of service the same as prior years.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

$46,145

PERSONNEL IMPACT

minimal

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 36.25(H) OF THE VILLAGE CODE OF ORDINANCES, APPROVING A ONE YEAR AGREEMENT WITH CHRISTMAS Design inc FOR THE PROVISION OF HOLIDAY LIGHTS INSTALLATION SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, North Bay Village (the "Village") has historically installed holiday lighting along the Kennedy Causeway to celebrate the recognized holiday season; and

WHEREAS, Section 36.25(H) of the Village Code of Ordinances provides that "[a] contract may be awarded without competition when the Village Manager determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item"; and

WHEREAS, with less than two months before the holiday season, full procurement of the holiday lights installation services is not feasible; and

WHEREAS, given the circumstances the Village Manager recommends the Commission waive the competitive bid process in favor of Christmas Design Inc, the contractor that the Village has been using for the last several years, for this holiday season, to ensure the timely installation of lights, recognizing that a solicitation will be issued in early 2020 for these services going forward.

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. Pursuant to section 36.25(H) of the Village Code of Ordinances, the Commission approves a one year agreement with Christmas Design Inc, the Village's current provider, for the installation of holiday lights for the 2019 Holiday season, pursuant to the attached work order/agreement, which is incorporated herein and made a part hereof by this reference.

Section 3. Authorization. The Village Manager is hereby authorized to finalize and execute contractual documents, subject to approval by the Village Attorney as to form and legal sufficiency, and to expend budgeted funds, in furtherance hereof.

Section 4. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

THIS SPACE INTENTIONALLY LEFT BLANK

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

Mayor Brent Latham
Vice Mayor Marvin Wilmoth
Commissioner Jose R. Alvarez
Commissioner Andreana Jackson
Commissioner Julianna Strout

PASSED AND ADOPTED on this -___th day of October, 2019.

_____
Brent Latham, Mayor

ATTEST:

_____
Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
VILLAGE ATTORNEY

NORTH BAY VILLAGE

Holiday Program Proposal 2019

Christmas Designers

Celebrating 40 years of service

1979-2019

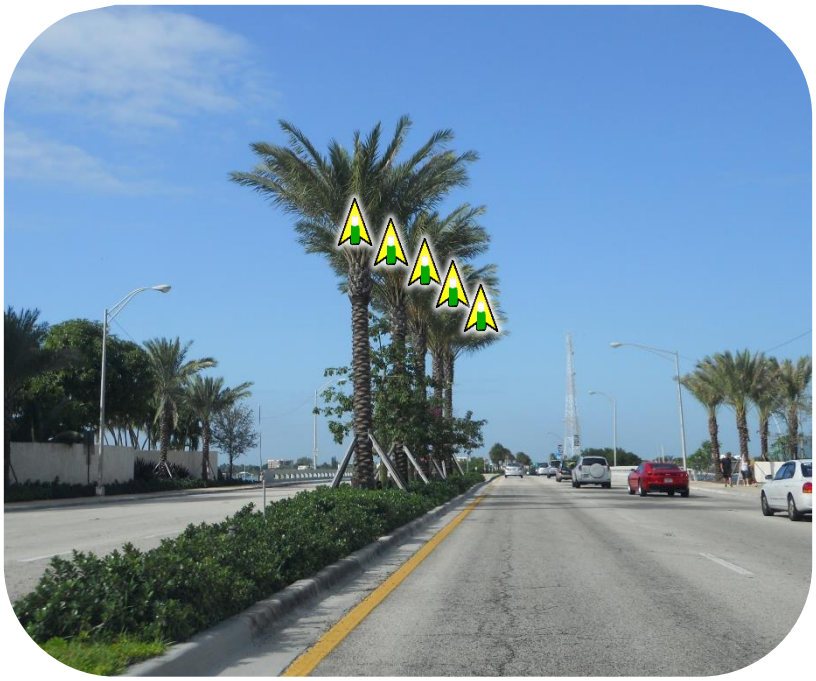
LEGEND
Explanation of symbols on General Terms page

www.ChristmasDesignersFL.com

3124 NW 16th Terrace, Pompano Beach FL, 33064 ◉ (800) 432-5139 ◉ (954) 973-4225

NORTH BAY VILLAGE
REV3 HOLIDAY PROGRAM PROPOSAL 2019

AREA 1 – WELCOME SIGN MEDIAN – WEST END



For each of the five (5) Medjool Palms, located in the first median, we will wrap the trunks with eight (8) Warm White Commercial connect LED 70 light 4" spacing light sets and at the top do a Color band with two (2) Green Commercial connect LED 70 light 4" spacing light sets. We will also light up the Fronds with fifteen (15) Green LED Frond Sets.

40	LED 70 light 4" spacing light sets CC Warm White	$ 1,200.00
10	LED 70 light 4" spacing light sets CC Green	$ 300.00
75	LED Frond Sets Green	$ 2,025.00
	Equipment Charge	$ 600.00
TOTAL AREA 1		**$ 4,125.00**

The material contained herein is the property of Christmas Designers.
Reproduction, copying, or use without prior consent is strictly prohibited.

AREA 2 – 1300 BLOCK

For the thirteen Royal Palms, we will wrap the trunks of nine (9) trees with seven (7) Warm White Commercial connect LED 70 light 4" spacing light sets and at the top do a Color band with two (2) Green Commercial connect LED 70 light 4" spacing light sets. We will also light up the Fronds with eight (8) Green LED Frond Sets.
We will light the first two, the last two, the three middle Palms and every other one in between (Trees #1, 2, 4, 6, 7, 8, 10, 12, 13).

63	LED 70 light 4" spacing light sets CC Warm White	$ 1,890.00
18	LED 70 light 4" spacing light sets CC Green	$ 540.00
72	LED Frond Sets Green	$ 1,944.00
	Equipment Charge	$ 576.00
TOTAL AREA 2		**$ 4,950.00**

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AREA 3 – 1600 BLOCK

For each of the two (2) Royal Palms, we will wrap the trunks with six (6) Warm White LED 70 light 4" spacing light sets and at the top do a Color band with two (2) Green Commercial connect LED 70 light 4" spacing light sets. We will also light up the fronds with eight (8) Green LED Frond Sets.

12	LED 70 light 4" spacing light sets CC Warm White	$ 360.00
4	LED 70 light 4" spacing light sets CC Green	$ 120.00
16	LED Frond Sets Green	$ 432.00
	Equipment Charge	$ 128.00

TOTAL AREA 3 **$ 1,040.00**

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AREA 4 – 1700 BLOCK

For each of the nine (9) Christmas Palms, we will wrap the trunks with three (3) Warm White Commercial connect LED 70 light 4" spacing light sets and at the top do Color band with one (1) Green Commercial connect LED 70 light 4" spacing light set.

27	LED 70 light 4" spacing light sets CC Warm White	$ 810.00
9	LED 70 light 4" spacing light sets CC Green	$ 270.00

TOTAL AREA 4 **$ 1,080.00**

The material contained herein is the property of Christmas Designers.
Reproduction, copying, or use without prior consent is strictly prohibited.

AREA 5 – 1800 BLOCK

For each of the seven (7) Christmas Palms, we will wrap the trunks with four (4) Warm White Commercial connect LED 70 light 4" spacing light sets and at the top do a Color band with one (1) Commercial connect LED 70 light 4" spacing light set.

28	LED 70 light 4" spacing light sets CC Warm White	$ 840.00
7	LED 70 light 4" spacing light sets CC Green	$ 210.00

TOTAL AREA 5 **$ 1,050.00**

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Reproduction, copying, or use without prior consent is strictly prohibited.

AREA 6 – TREASURE ISLAND

For the one (1) Monument Wall, we will install one (1) 10’ x 4’3” LED Double-sided Center Mounted Glitter Mesh Poinsettia Spray Sign Enhancer.

1	10’ x 4’3” Poinsettia Spray Sign Enhancer *LED Double-sided Glitter Mesh*	$ 1,659.00

For each of the two (2) Medjool Palms, we will wrap the trunks with eight (8) Warm White Commercial connect LED 70 light 4" spacing light sets and at the top do a Color band with two (2) Green Commercial connect LED 70 light 4" spacing light sets. We will also light up the fronds with fifteen (15) Green LED Frond Sets.

16	LED 70 light 4" spacing light sets CC Warm White	$ 480.00
4	LED 70 light 4" spacing light sets CC Green	$ 120.00
30	LED Frond Sets Green	$ 810.00
	Equipment Charge	$ 240.00

TOTAL AREA 6 **$ 3,309.00**

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Reproduction, copying, or use without prior consent is strictly prohibited.

AREA 7 – HARBOR ISLAND

For the one (1) Monument Wall, we will install one (1) 10’ x 4’3” LED Double-sided Center Mounted Glitter Mesh Poinsettia Spray Sign Enhancer.

1	10’ x 4’3” Poinsettia Spray Sign Enhancer *LED Double-sided Glitter Mesh*	$ 1,659.00

For each of the two (2) Medjool Palms, we will wrap the trunks with eight (8) Warm White Commercial connect LED 70 light 4" spacing light sets and at the top do a Color band with two (2) Green Commercial connect LED 70 light 4" spacing light sets. We will also light up the fronds with fifteen (15) Green LED Frond Sets.

16	LED 70 light 4" spacing light sets CC Warm White	$ 480.00
4	LED 70 light 4" spacing light sets CC Green	$ 120.00
30	LED Frond Sets Green	$ 810.00
	Equipment Charge	$ 240.00

TOTAL AREA 7 **$ 3,429.00**

AREA 8 – NORTH BAY VILLAGE MONUMENT WALL

For the one (1) Monument Wall, we will install one (1) 10’ x 4’3” LED Double-sided Center Mounted Glitter Mesh Poinsettia Spray Sign Enhancer on the top and two (2) 5’4” x 4’ Poinsettia Flower Displays, located on either side of the North Bay Village Sign.

1	10’ x 4’3” Poinsettia Spray Sign Enhancer *LED Double-sided Glitter Mesh*	$ 1,659.00
2	5’4” x 4’ Poinsettia Flower Display *LED Double-sided Glitter Mesh*	$ 1,260.00

TOTAL AREA 8 **$ 2,919.00**

The material contained herein is the property of Christmas Designers.
Reproduction, copying, or use without prior consent is strictly prohibited.

AREA 9 – ADVENTURE AVE

For the one (1) Monument Wall, we will install one 10’ x 4’3” LED Double-sided Center Mounted Glitter Mesh Poinsettia Spray Sign Enhancer.

1	10’ x 4’3” Poinsettia Spray Sign Enhancer *LED Double-sided Glitter Mesh*	$ 1,659.00

For each of the four (4) Coconut Palms, we will wrap the trunks with five (5) Warm White Commercial connect LED 70 light 4" spacing light sets and at the top do a Color band using two (2) Green Commercial connect LED 70 light 4" spacing light sets. We will also light up the fronds with eight (8) Green LED Frond sets.

20	LED 70 light 4" spacing light sets CC Warm White	$ 600.00
8	LED 70 light 4" spacing light sets CC Green	$ 240.00
32	LED Frond Sets Green	$ 864.00
	Equipment Charge	$ 256.00
TOTAL AREA 9		**$ 3,619.00**

AREA 10 – HISPANOLA WAY

For the one (1) Monument Wall, we will install one 10’ x 4’3” LED Double-sided Center Mounted Glitter Mesh Poinsettia Spray Sign Enhancer.

1	10’ x 4’3” Poinsettia Spray Sign Enhancer *LED Double-sided Glitter Mesh*	$ 1,659.00

For each of the four (4) Coconut Palms, we will wrap the trunks with five (5) Warm White Commercial connect LED 70 light 4" spacing light sets and at the top do a Color band using two (2) Green Commercial connect LED 70 light 4" spacing light sets. We will also light up the fronds with eight (8) Green LED Frond Sets.

20	LED 70 light 4" spacing light sets CC Warm White	$ 600.00
8	LED 70 light 4" spacing light sets CC Green	$ 240.00
32	LED Frond Sets	$ 864.00
	Equipment Charge	$ 256.00
TOTAL AREA 10		**$ 3,619.00**

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AREA 11 – CHRISTMAS TREE

We will install one (1) 16’ Christmas Tree, lit with Warm White C7 LED Bulbs and decorated in our Colors of the Holiday Ornament Package with a 3’ 3D Snowburst Tree Topper creating an overall height of 19’.

1	16’ Christmas Tree LED lit decorated in COTH w/3’ Topper *Rental – Price Includes Installation & Removal*	$ 4,725.00

TOTAL AREA 11 **$ 4,725.00**

AREA 12 – HOLIDAY DÉCOR

For each of the ten (10) Poles, we will install one (1) 7.5’ LED Double Poinsettia Pole Décor. We will also install one (1) 6’ Dreidel.

10	7.5’ LED Double Poinsettia Pole Décor - *Rental*	$ 2,500.00
1	6’ Dreidel - *Rental*	$ 500.00

We are storing existing Pole Décor.

20	Palm Tree Silhouette Pole Décor	*Customer Owned*
	Storage, Insurance & Handling for Existing Décor	$ 900.00

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For each of the fourteen (14) Poles, we will install one (1) 4’6” x 9’ LED Glitter Single Package Pole Décor.

14	4’6” x 9’ LED Glitter Single Package Pole Décor - *Rental*	$ 3,500.00

For each of the six (6) Poles, we will install one (1) 9’x18’ LED Glitter Double Package Pole Décor. For each of the three (3) Poles, we will install one (1) 7.5’ LED Double Poinsettia Pole Décor.

6	9’x18’ LED Glitter Double Package Pole Décor - *Rental*	$ 2,100.00
3	7.5’ LED Double Poinsettia Pole Décor – *Rental*	$ 750.00

TOTAL AREA 12 **$ 10,250.00**

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AREA 13 – BANNERS AND NATIVITY SET

We will install Customer Owned 12-Set Nativity Scene, the set contains; Joseph, Mary, Baby Jesus, King with Vase, King with Bottle and Plate, King with Gold Box, Shepherd, Cow, Donkey, Lamb, Camel and Angel with Wings.

1	12-Set Nativity Scene	*Customer Owned*
	Installation	$ 800.00

We will also install ten (10) 30”x84” Happy Holiday Ribbon Tree Banners.

10	30”x84” Happy Holidays Banner	*Customer Owned*
10	Titan Adjustable Single Banners Sets	*Customer Owned*
	Installation & Removal	$ 1,200.00
	Banner Care	$ 150.00

TOTAL AREA 13 **$ 2,150.00**

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GENERAL TERMS
Holiday Program 2019
North Bay Village

- Lighting may be installed beginning the second week of September with other jobs in the area. Please have **all tree trimming** completed by the first week in September.
- **No power cords** will be run on the ground where there is pedestrian access, electrical outlets must be provided within a safe and manageable distance for areas to be lit.
- All **visual decorations** will be installed when lighting is turned on or no later than December 1st of each season under contract unless other arrangements have been made.
- If your proposal includes an **exterior artificial Tree**, Christmas Designers always recommends the usage of a fence around the tree to avoid unauthorized access. If your proposal does not include a fence, please talk to our sales team.
- All lighting will be **serviced** throughout the season from "turn on" through December 31st each season.
- All lighting will be **disconnected** the first week of January of each season under contract **(not actual removal of the lights).** *To keep the lights lit for an extended period, please talk to our sales team as it may incur additional charges.*
- **Removal** of holiday lighting will begin the first week of January and be completed by the second week of February.
- All **visual decorations** will be removed no later than January 15th of each season under contract.

LEGEND

Explanation of symbols

= Lighting

= Greenery

= Perimeter

= Visual Décor

= Tree

= Pole Décor

= Arrow, together with one of the symbols above, are used to point out a described location not shown on picture

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RENTAL COST RECAP
NORTH BAY VILLAGE
REV3 HOLIDAY PROGRAM 2019

Area 1 – Welcome Sign Median	$ 4,125.00
Area 2 – 1300 Block	$ 4,950.00
Area 3 – 1600 Block	$ 1,040.00
Area 4 – 1700 Block	$ 1,080.00
Area 5 – 1800 Block	$ 1,050.00
Area 6 – Treasure Island	$ 3,309.00
Area 7 – Harbor Island	$ 3,309.00
Area 8 – North Bay Village Monument Wall	$ 2,919.00
Area 9 – Adventure Ave	$ 3,619.00
Area 10 – Hispanola Way	$ 3,619.00
Area 11 – Christmas Tree	$ 4,725.00
Area 12 – Holiday Décor	$ 10,250.00
Area 13 – Banners and Nativity Set	$ 2,150.00
Service of Lights – Light up through December 31st per season	**NO CHARGE**

TOTAL NORTH BAY VILLAGE RENTAL PER SEASON **$ 46,145.00**

LEASE TERM:
Contract Term is one (1) season commencing August 15, 2019 and ending December 31, 2019.
PAYMENTS: One-year agreement payments to be made as follows: 50% payment due with acceptance of contract, to be placed on installation schedule. Final 50% payment due upon completion of installation. Balances over 30 days will incur a 1.5% finance charge per month.
Use of Payment Services will incur related surcharges. Use of any Credit Card will incur 3.5% surcharge.
ACCEPTANCE: All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this contract. All agreements contingent upon strikes, accidents, any acts of God or delays beyond our control. Owner will carry fire, tornado, hurricane (wind) and other necessary insurance. Our workers are fully covered by Worker's Compensation.

The above prices, specifications, terms and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Once this Agreement is signed by both parties it becomes a contract.

****By signing this agreement customer is acknowledging receipt of General Terms, Customer Awareness Information Sheet and Electrical Specifications.**
****This proposal may be withdrawn if not accepted in 20 days.**
****Sales Tax is calculated to the best of proposer's knowledge. Accurate Sales Tax and County Tax will be applied on Final Invoice, unless a Tax-Exempt Certificate is provided beforehand.**

CUSTOMER:

By: _____ _____
Authorized Signature *Printed Name, Title*

Date: _____

BILLING INFORMATION: _____
E-mail address

CHRISTMAS DESIGNERS/FLORIDA CDI, LLC:

By: _____ _____
Authorized Signature *Printed Name, Title*

Date: _____

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CUSTOMER AWARENESS INFORMATION SHEET

Christmas Designers

Please read and be aware of the important information compiled below in regards of the Holiday Program.

Tree/Hedge Trimming

For Christmas Designers to install all Holiday Programs in a timely manner, it is necessary for customers to have their Tree trimming completed by the first week of September.
If the Holiday Program contains any hedge lights, the hedges must be trimmed by November 1st.

Electrical Specifications

Christmas Designers provides electrical requirements for each Holiday Program, if additional specifications are needed please contact us. Our Sales team do their best to only quote lighting where there is visible power, *or highlight the lack of it at an early stage*, but it is the Customers' responsibility to provide electrical outlets within a safe and manageable distance for areas to be lit. Please have an electrician verify that there is enough power available per outlet and circuit for the Holiday Program.
Christmas Designers is happy to assist with any questions the electricians may have.

Disconnecting/Removal of Holiday Lights

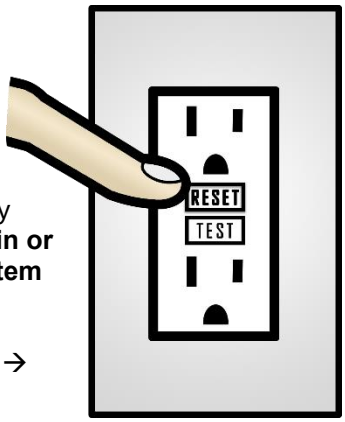
All holiday lights will be disconnected the first week of January of each season under contract **(not actual removal of the lights)**. Removal of holiday lighting will begin the second week of January and be completed by the second week of February. If any questions or need further clarification on this information, please call us at (800) 432-5139.

Servicing of Holiday Lights/Decor

At Christmas Designers, we pride ourselves on our Holiday Programs and service to our customers.
Service is provided from the time of light up until December 31st. Our dedicated Service Department is in route on a regular basis, should the need for service arise beyond that please text, call, or e-mail them directly;

Call or Text 844-42-BELLS (844-422-3557)
Write name, location & description of service needed
Visit www.ChristmasDesignersFL.com/Service
Or E-mail: service@christmasdesigners.com

TROUBLE SHOOTING GUIDE



- **GFIs (Ground Fault Interrupters)**

A GFI, or ground fault circuit interrupter, is an automatic device that offers personal protection against electrical shock. The GFI will trip when the receptacle and/or holiday lights become wet, which will cause your lights to go out. **GFI's will not operate in rain or when sprinklers are running. GFI's will only reset when the entire electrical system is dry, and the power / timer is on.**

Customer is responsible for resetting GFI outlets.
To reset the GFI, simply push in the "Reset" button until a click is heard →

- **In-Use Bubble Covers on Electrical Outlets**

We recommend In-Use Bubble Covers on all Electrical outlets being used for the Holiday Program.
In-Use Bubble covers aid in preventing the outlets from getting wet, which causes the GFI to trip, while in use.

- **Lights are on 24 hours a day**

Some customers experience a situation where their holiday lights are remaining lit 24 hours a day. The main cause is the electrical infrastructure not being hooked up to a permanent timer or photocell.

The material contained herein is the property of Christmas Designers.
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ITEM NO. 11A7

North Bay Village
Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ana Gonzalez, Exec. Asst. to Chief of Police

THROUGH: Carlos Noriega, Chief of Police

SUBJECT: Request to Execute Law Enforcement Mutual Aid Agreements - ***Carlos Noriega, Chief of Police***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING MUTUAL AID AGREEMENTS TO ENSURE PUBLIC SAFETY BY PROVIDING ADEQUATE LEVELS OF POLICE SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

BACKGROUND AND ANALYSIS

Execution of the agreements will allow for the sharing of law enforcement resources and the rendering of assistance amongst the agencies.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A MUTUAL AID AGREEMENTS TO ENSURE PUBLIC SAFETY BY PROVIDING ADEQUATE LEVELS OF POLICE SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, it is the responsibility of the governments of North Bay Village and surrounding jurisdictions, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or may be, beyond the control of the services, personnel, equipment, or facilities of the Village Police Department, the Village seeks mutual aid agreements with Village of Miami Beach and the Village of North Miami ; and

WHEREAS, Staff has recommended that the Village Commission approve the attached mutual aid agreements, and the Village Commission that doing so is in the best interest of the community.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Mutual Aid Agreements between Cities of North Miami Beach and North Miami and North Bay Village, attached hereto as Exhibit

"A", which are incorporated herein and made a part hereof by this reference, are hereby approved. The Village Manager is hereby authorized to execute the Mutual Aid Agreements on behalf of the Village subject to approval as to form and legal sufficiency by the Village Attorney.

Section 3. Implementation. The Village Manager and the Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

Mayor Brent Latham
Vice Mayor Marvin Wilmoth
Commissioner Jose R. Alvarez
Commissioner Andreana Jackson
Commissioner Julianna Strout

PASSED AND ADOPTED on this -___th day of October, 2019.

_____
Brent Latham, Mayor

ATTEST:

_____
Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
VILLAGE ATTORNEY

VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN NORTH BAY VILLAGE AND THE CITY OF MIAMI BEACH, FLORIDA

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") is made as of this ____ day of _____, 2019 ("Effective Date"), by and between the CITY OF MIAMI BEACH, FLORIDA, a municipal corporation having its principal office at 1700 Convention Center Drive, Miami Beach, Florida 33139, and NORTH BAY VILLAGE, FLORIDA, having its principal office at 1666 John F. Kennedy Causeway, Suite 300, North Bay Village, Florida 33141, state as follows:

RECITALS

WHEREAS, it is the responsibility of the governments of North Bay Village, Florida, and the City of Miami Beach, Florida, to ensure the public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of North Bay Village Police Department or the City of Miami Beach Police Department; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of North Bay Village and the City of Miami Beach; and

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

(1) Continuing, multi jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

(2) Intensive situations including, but not limited to, emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes; and

WHEREAS, North Bay Village and the City of Miami Beach have the voluntary cooperation and assistance authority under the Florida Mutual Aid Act, Sections 23.12-23.127 of the Florida Statutes, to enter into this Cooperation Agreement for law enforcement service which:

(1) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines as allowed under Section 23.1225 of the Florida Statutes; and
(2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34 of the Florida Statutes.

NOW THEREFORE, BE IT KNOWN that North Bay Village, Florida and the City of Miami Beach, Florida, in consideration for mutual promises to render valuable aid in times of necessity,

do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893 of the Florida Statutes, backup services during patrol activities, and interagency task forces and/or joint investigations as set forth pursuant to, and under the authority of Chapter 23 of the Florida Statutes.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.
17. Off-duty special events.
18. DUI Checkpoints.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police, or his/her designee.
2. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency, or directors involved.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE AND LIMITATIONS OF ASSISTANCE

In the event that a party to this Cooperation Agreement is in need of assistance as set forth above, the Chief of Police or his/her designee, shall notify the Chief of Police or his/her designee from whom such assistance is requested. The Chief of Police or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

Should a law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida Statutes occurs in the presence of said party, representing his/her respective agency, **HE/SHE SHALL ONLY BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH FLORIDA LAW**. Should enforcement assistance be taken, said party shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including but not limited to a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph, is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas, or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter and such encounter results in a breach of the peace.

The parties acknowledge that the policy of the Florida Mutual Aid Act is to provide a means to deal with disasters, emergencies, and other major law enforcement problems. This Cooperation Agreement shall not extend police powers beyond the specific additional authority granted by the Legislature in Chapter 23 of the Florida Statutes, which intent was to assure the

continued functioning of law enforcement in times of emergencies or in areas where major law enforcement efforts were being thwarted by jurisdictional barriers.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting Agency shall be under the immediate command of a supervising officer designated by the assisting Agency. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

SECTION V: CONFLICTS

Whenever an officer is rendering assistance pursuant to this Cooperation Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

SECTION VI: HANDLING COMPLAINTS

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Cooperation Agreement, the Chief of Police or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION VII: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this Cooperation Agreement, agrees to assume responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this Cooperation Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VIII: POWERS, PRIVILEGES, IMMUNITIES AND EXPENDITURES

(a) Employees of North Bay Village and the City of Miami Beach, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this Cooperation Agreement, shall pursuant to the provisions of Section 23.127(1), Fla. Stat. (as amended) and this Cooperation Agreement, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

(b) Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this Cooperation Agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

(c) A party that furnishes equipment pursuant to this Cooperation Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

(d) The agency furnishing aid pursuant to this Cooperation Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

(e) To the extent provided by applicable law, ordinance, or rule, the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Cooperation Agreement. The provisions of this section shall apply to paid, volunteer, and reserve employees.

(f) Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

(g) Should the City of Miami Beach receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, North Bay Village shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

(h) Should North Bay Village receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the City of Miami Beach shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

(i) The parties acknowledge that the City of Miami Beach and North Bay Village are authorized to pursue property seized pursuant to the Florida Contraband Forfeiture Act. Each party shall have exclusive authority to initiate forfeiture proceedings originating in its respective jurisdiction under the Florida Contraband Forfeiture Act for any matters which arise from a mutual aid event that is covered by this Cooperation Agreement. Each respective party, upon successfully prosecuting a forfeiture action, shall equitably share in those proceeds seized and forfeited, as acceptable to the Chief of Police of the City of Miami Beach and the Chief of Police of North Bay Village.

SECTION IX: INSURANCE

Each party shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION X: EFFECTIVE DATE

This Cooperation Agreement shall take effect upon execution and approval by both parties and shall continue in full force and effect until December 31, 2024. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION XI: CANCELLATION

Either party may cancel its participation in this Cooperation Agreement at any time upon delivery of written notice to the other party.

In witness whereof, the parties hereto cause to these presents to be signed on the date specified.

AGREED TO AND ACKNOWLEDGED this ____ day of _____, 2019.

CITY OF MIAMI BEACH, FLORIDA	NORTH BAY VILLAGE, FLORIDA
_____	_____
RICK CLEMENTS CHIEF OF POLICE	CARLOS NORIEGA CHIEF OF POLICE
Date: _____	Date: _____

JIMMY L. MORALES CITY MANAGER	RALPH ROSADO, PHD, AICP VILLAGE MANAGER
Date:	Date:

ATTEST:

RAFAEL E. GRANADO CITY CLERK	ELORA RIERA VILLAGE CLERK

LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

WHEREAS, it is the responsibility of the governments of North Bay Village, Florida, and the subscribing law enforcement agencies to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the North Bay Village Police Department or the subscribing law enforcement agencies; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of North Bay Village and the participating Miami-Dade County municipalities; and

WHEREAS, North Bay Village and the subscribing law enforcement agencies have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a Mutual Aid Agreement;

NOW, THEREFORE, BE IT KNOWN that North Bay Village, a political subdivision of the State of Florida, and the undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement.

2. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

3. Definitions:

   a. Chief Executive Official: Either the Mayor of North Bay Village, or the chief executive official of the participating political subdivision, who has the authority to contractually bind the agency and has executed this Agreement, upon the approval of the governing body of each governmental entity. Subsequent to the execution by the executive officials, this Agreement shall be filed with the Clerk of the Court for Miami-Dade County, and the clerks of the respective political subdivisions. The Agreement may be amended at any time by filing subsequent Amendment(s), which will be subject to the same approval process, and shall thereafter become a part of this Agreement.

   b. Agency Head: Either the Director of the North Bay Village Police Department, or the Director's designees; and the Chief of Police of the participating law enforcement agencies, or the Chief's designees.

   c. Participating Law Enforcement Agency: The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement.

   d. Certified Law Enforcement Employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

SECTION I. TERMS AND PROCEDURES

1. Operations:

a. In the event that a party to this Agreement is in need of assistance as specified herein, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and the available resources, and will respond in a manner deemed appropriate.

b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request: provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

2. Powers, Privileges, Immunities and Costs:

a. All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made **in** accordance with this Agreement, shall, pursuant to the

provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to the Agreement during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

d. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

3. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

4. **Forfeitures:** It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. Any participating agencies must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to the complete discretion to bring the action, or to dismiss the action, or settlement. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

5. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

SECTION II. COMMAND AND SUPERVISORY RESPONSIBILITY

1. Command: The personnel and equipment that are assigned by the assisting entity shall be under the immediate command and direct supervision of a supervising officer designated by the assisting Director or Chief of Police, or his/her designee.

2. Conflicts: Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure of the assisting agency shall control, and shall supersede the direct order.

3. Complaints: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the Director or Chief of Police, or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Director or Chief of Police or designee of the requesting agency should ascertain at a minimum:

a. The identity of the complainant;

b. An address where the complaining party can be contacted;

c. The specific allegation; and

d. The identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for

the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION III. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when: participating in law enforcement activities that are preplanned and approved by each respective agency head, or appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the participating municipalities and North Bay Village, Florida, it is hereby declared that the following list comprises the nature of assistance, and the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. The list includes, but is not necessarily limited to, dealing with the following:

Voluntary:

1. Joint multi-jurisdictional criminal investigations.
2. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
3. Joint training in areas of mutual need.
4. Off-duty special events.
5. Joint multi-jurisdictional marine interdiction operations.
6. Security and escort duties for dignitaries.

Operational:

7. Hostage and barricaded subject situations, and aircraft piracy.

8. Control of major crime scenes, area searches, perimeter control, back- ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
12. Any natural, technological or manmade disaster.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bicycle, mounted, Special Response Teams, bomb, crime scene, marine patrol, and police information.
15. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
16. Terrorist activities including, but not limited to, acts of sabotage.
17. Escapes from or disturbances within detention facilities.

SECTION IV. PROCEDURES FOR REQUESTING MUTUAL AID

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Director/Chief of Police or designee.

2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and the North Bay Village Police Department Communications Bureau will maintain radio contact with the involved agencies until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners and operating temporary detention facilities will be handled per established procedures.

SECTION V. CONCURRENT JURISDICTION

It is to the mutual benefit of the participating municipal agencies and the North Bay Village Police Department, through voluntary cooperation, to exercise concurrent jurisdiction over the areas described in subparagraphs a. and b. below, in that officers, while in another jurisdiction, are often present at events where immediate action is necessary, or are able to expeditiously conclude an investigation by identifying and arresting an offender.

a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipalities and North Bay Village, Florida, for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the

territorial limits of his or her jurisdiction, and provided that, in the context of this Mutual Aid Agreement, "official business outside of his or her jurisdiction" shall not include routine patrol activities. This mutual aid agreement excludes those areas within the territorial limits of the municipalities not participating in the Mutual Aid Agreement, and areas in which the North Bay Village Police Department does not have law enforcement jurisdiction.

b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of participating municipalities and North Bay Village, Florida, for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer, should the arresting officer be a municipal law enforcement officer. However, absent a search warrant, concurrent jurisdiction under this subparagraph does not include authority to make nonconsensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this subparagraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. When operating under mutual aid, municipal law enforcement officers may execute search warrants for offenses which occurred in the municipality. Municipal officers may execute the search warrant, impound all property, make arrests, and file the Return and Inventory. This concurrent jurisdiction excludes those areas within territorial municipalities not participating in

the Mutual Aid Agreement, and areas in which the North Bay Village Police Department does not have law enforcement jurisdiction.

Prior to any officer taking enforcement action pursuant to either paragraph (a) or (b) above, the officer shall notify the designated officer of the jurisdiction in which the action shall will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. Furthermore, all arrests made pursuant to subparagraph (a) above shall be processed and coded pursuant to directions of the Clerk of the Court, in such manner as to ensure that any revenues or surcharges generated as a result of said arrests shall be directed to the jurisdiction in which the arrest was made.

1. General Requirements:
    a. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.
    b. Concurrent law enforcement jurisdiction pursuant to this Mutual Aid Agreement does include preplanned operations, undercover investigations, stings, or sweeps.
    c. Officers shall not conduct routine patrol activities outside of their jurisdiction.
    d. Reports of any action taken pursuant to this Mutual Aid Agreement shall be faxed to the agency head of the agency, within whose jurisdiction the action was taken, as soon as possible after the action has taken place.
    e. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.

f. All concurrent jurisdiction stationary surveillance activities shall require notification of the agency within whose jurisdiction the surveillance takes place. The notification shall include the general location of the surveillance and a description of the vehicles involved. Mobile surveillance shall not require notification unless concurrent jurisdiction enforcement activities take place.

SECTION VI. EFFECTIVE DATE

This Agreement shall be in effect from date of signing, through and including, January 1, 2025. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

SECTION VII. CANCELLATION

This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2019.

_____
Dr. Ralph Rosado, Village Manager
North Bay Village, Florida

_____
Carlos Noriega, Chief of Police
North Bay Village, Florida

ATTEST:

_____
Elora Riera, Village Clerk
North Bay Village, Florida

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

_____
Daniel A. Espino, Village Attorney
Weiss Serota Helfman
North Bay Village, Florida

LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET

City of North Miami, Florida.

BY:

_____	_____
Larry Spring Jr., City Manager	Larry Juriga, Chief of Police
ATTEST:	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
_____	_____
Vanessa Joseph, Esq, City Clerk	Jeff P. H. Cazeau,Esq, City Attorney

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, did personally appear: _____

(Insert Name and Title of Chief Executive)

of the City of _____, Florida, a municipal corporation of Florida, and acknowledged that he or she executed the foregoing Agreement as chief executive officer of the City of _____, Florida, and the same is the act and deed of the City of _____, Florida.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of _____, in the State of Florida and the County of Miami Dade on the _____ day of _____, 2019.

ITEM NO. 11A8

North Bay Village Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Carla Gomez, Human Resources Director

THROUGH:

SUBJECT: North Bay Village Community Foundation - ***Dr. Ralph Rosado, Village Manager***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE CHARTER OFFICIALS TO CREATE THE NORTH BAY VILLAGE COMMUNITY FOUNDATION, INC.; APPROVING DRAFT ARTICLES OF INCORPORATION AND BY-LAWS IN SUBSTANTIALLY THE FORM PROVIDED; APPROVING THE ADMINISTRATION OF THE FOUNDATION FUNDS BY THE MIAMI FOUNDATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE

BACKGROUND AND ANALYSIS

The Administration recommends that the Mayor and Village Commission adopt a resolution authorizing the creation of the North Bay Village Community Foundation as a 501(c)(3) of the Internal Revenue Service (IRS) Code as a tax exempt organization for the purpose of bringing together beneficiaries and benefactors to fund programs with the greatest impact and benefit for North Bay Village; authorizing the enabling documents to include the approval of the administration of the foundation and approval of the proposed bylaws.

In June 2019, the Mayor and Village Commission conceptually approved the creation of the North Bay Village Community Foundation. The North Bay Village Community Foundation will provide the philanthropic conduit to connect individuals and corporations looking to serve the needs and philanthropic endeavors to positively impact the success of our North Bay Village community. In an effort to move forward to formally establish the North Bay Village Community Foundation, the Village must submit an application to establish the foundation as

a 501(c)(3) of the Internal Revenue Service (IRS) Code as a tax-exempt organization. In order to proceed, the Village Administration is requesting the Mayor and Village Commission to approve the purpose of the North Bay Village Foundation, along with the enabling documents, to include the proposed by-laws. The following outlines the proposed general structure of the North Bay Village Foundation.

Mission: The Mission of the North Bay Village Community Foundation is to enable, facilitate, and empower residents and stakeholders to make a difference in the local, greater, and global community through programs, grant making, fiscal scholarships and community leadership.

The Foundation will seek to support non-profit organizations that address issues within the Village's focus areas to include; education, youth programs, older adults, LGBTQIA, persons with special needs, public safety, arts and culture, sustainability, resiliency, public spaces, and other social and health services for our community. In addition, the Foundation will also provide for the ability to create endowments so that funds would be able to produce a monthly income that would be invested to help meet our community's charitable needs. The establishment of these endowments would ensure that the gifts to the North Bay Village Community Foundation are forever benefiting our community's shared goals. The Foundation will look to support community groups, school clubs or teams, or other community organizations that align with the Foundation's priorities. The Foundation will seek to encourage, foster and conduct grant programs and scholarship funds for the continuing education and literacy education of members of the North Bay Village community related to youth projects, beautification projects, and other cultural events for the benefit of the community and our citizens. Scholarship funds can be established to assist in a variety of programs that support the youth, elderly, disable, sponsored cultural activities, academia and educational seminars on areas such as; health, finance and estate planning.

Individuals, families and businesses will be able to make a tax-deductible donation to the non-profit North Bay Village Community Foundation. Contributors may specify the type of service they wish to receive the funds. All funds received by the Foundation will be used for their intended purpose and no funds will be directed to administrative overhead cost.

The North Bay Village Community Foundation will be managed by an established Board of Directors. A Committee will be established to review and consider grant proposals and award grant funding to selected programs that align with the Foundation's mission. Each grant application will be subject to a review process. If selected, each grantee organization will sign a grant agreement from the North Bay Village Community Foundation outlining the terms of the approved grant. Grantee organizations will be required to submit a Grant Recipient Report by a predetermined deadline. The report will demonstrate the results of the project and show that the funds were spent as intended.

To ensure compliance with IRS regulations (ensuring that the foundation is not seen as an

instrumentality of the Village) it is being recommended that the foundation funds be administered by the Miami Foundation. The supporting documents are attached for reference.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE CHARTER OFFICIALS TO CREATE THE NORTH BAY VILLAGE COMMUNITY FOUNDATION, INC.; APPROVING DRAFT ARTICLES OF INCORPORATION AND BY-LAWS IN SUBSTANTIALLY THE FORM PROVIDED; APPROVING THE ADMINISTRATION OF THE FOUNDATION FUNDS BY THE MIAMI FOUNDATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the North Bay Village (the "Village") Commission desires to create a means separate from the Village government by which to have the community support qualifying project, programs, and initiatives in the Village; and

WHEREAS, a tax-exempt community foundation provides the most advantageous vehicle by which to accomplish the foregoing objective; and

WHEREAS, the Village Commission believes it is in the Village's best interest to create the North Bay Village Community Foundation pursuant to this enabling resolution.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Authorization. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to create the North Bay Village Community Foundation, Inc. by incorporating same with the State of Florida as non-profit organization, as well as do

all things necessary to pursue and obtain tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

Section 3. Approval. The draft articles of incorporation and by-laws for the foundation, in substantially the form attached as Composite Exhibit “A” are hereby approved.

Section 4. Organization Administration. The funds of the Foundation shall administered by the Miami Foundation according to its standard asset management agreement.

Section 5. Implementation. The Village Manager, Clerk, and Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

Mayor Brent Latham	____
Vice Mayor Marvin Wilmoth	____
Commissioner Jose R. Alvarez	____
Commissioner Andreana Jackson	____
Commissioner Julianna Strout	____

PASSED AND ADOPTED on this _____ day of _____, 2019.

_____
Brent Latham, Mayor

ATTEST:

_____
Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

ARTICLES OF INCORPORATION
OF
NORTH BAY VILLAGE COMMUNITY FOUNDATION, INC.

THE UNDERSIGNED, for the purpose of forming a not-for-profit corporation under the laws of the State of Florida, do hereby adopt the following Articles of Incorporation:

ARTICLE I
NAME

The name of this corporation shall be:

North Bay Village Community Foundation, Inc.

(hereinafter, the "Corporation"), a not for profit corporation.

ARTICLE II
PRINCIPLE ADDRESS

The principle street and mailing address for the Corporation shall be:

1666 Kennedy Causeway, Suite 3001
North Bay Village, FL 33141

Meetings of the Executive Committee members may be held at such places within or without the State of Florida, as may be designated from time to time.

ARTICLE III
PURPOSE

The Corporation's purpose is

-
-
-

To the extent permitted by the Internal Revenue Service Code ("Code") Section 501(c)(3), the Corporation is organized exclusively for these charitable, scientific and/or educational purposes.

ARTICLE IV

DRAFT

DURATION

This Corporation shall commence and come into existence on the date and time when these Articles of Incorporation are filed with the Florida Department of State. This Corporation shall have duration of perpetual existence, until dissolved in accordance with these Articles of Incorporation, the Bylaws of the Corporation (hereinafter, the "Bylaws") and/or as otherwise provided by law.

ARTICLE V
DEFINITIONS

Section 1. "Board of Directors" (hereinafter, the "Board") shall mean that certain governing body of the Corporation which is hereby empowered to exercise all powers due to, and manage the business and affairs of, the Corporation. The Board may make such rules, regulations and procedures, in keeping with the Corporation's purpose, as it deems necessary. Reference herein to the Board shall refer to the initial Directors of the Corporations, listed below, and to such individuals who may succeed the initial Directors.

Section 2. "Appointed Members" shall mean and refer to individuals who are identified and selected by the Board to serve as officers and/or other position of the Corporation.

ARTICLE VI
BOARD OF DIRECTORS

The management of the affairs of the Corporation shall be vested in a Board of Directors, the membership of which shall consist of not less than three (3) and no more than nine (9) persons. The number of and term for directors may be changed, from time to time, in accordance with the Articles of Incorporation and the Bylaws. Directors shall be protected from personal liability to the fullest extent permitted by law.

The names and addresses of the initial members of the Board of Directors are as follows:

1.

ARTICLE VII
MEMBERSHIP

All persons interested in the purposes of the Corporation are eligible for membership in the Corporation, if they are capable of contributing to the achievement of its purposes, the effective operation of the Corporation and if they comply with the requirements established in the Bylaws. Members shall have no voting rights, except as provided in the Bylaws. The Corporation shall not issue any capital stock, and membership in the Corporation shall be tied to the ownership of any stock or interest in the Corporation.

DRAFT

ARTICLE VIII
LIMITATIONS

The Corporation shall not have or exercise any power or authority, either expressly, by interpretation or by operation of law, and shall not directly or indirectly engage in any activity, that would prevent the Corporation from qualifying (and continuing to qualify) as a corporation exempt from federal income tax under Section 50l(c)(3) of the Code to which contributions are deductible under Section 170 of the Code. No part of the net earnings of the Corporation shall inure to the benefit of (or be distributed to) its directors, officers, members or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of any of its purposes. No substantial part of the activities of the Corporation shall be the carrying-on of propaganda or, otherwise, attempting to influence legislation, except as otherwise provided in Code Section 501(h). The Corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statement) on behalf of any candidate for public office. Notwithstanding any other provision of these Amended Articles of Incorporation, the Corporation shall not carry on any activities except those permitted to be carried on by a corporation exempt from federal income tax under Code Section 501 (c)(3) or by a corporation, contributions to which are deductible under Code Section 170 (c)(2).

If the Corporation is at any time deemed to be a private foundation, within the meaning of Code Section 509 (a), then the Corporation, for the period in which it is so deemed, shall distribute its income for each tax year at such time and in such a manner, as not to subject the Corporation to tax under Code Section 4942. The Corporation shall not engage in any act of self dealing as defined in Code Section 4941(d), retain any excess business holdings as defined in Code Section 4943(c), make any investments in a manner as to subject it to tax under Code Section 4944 or make any taxable expenditures as defined in Code Section 4945 (d).

ARTICLE IX
AMENDMENT OF ARTICLES

Amendments to these Articles may be adopted at a meeting of the North Bay Village Commission, by majority vote of the Commission, either on the Commission's own initiative or upon receiving a recommendation of the affirmative votes of a majority of the Directors in office.

ARTICLE X
INITIAL REGISTERED AGENT

The name and address of the Registered Agent of the Corporation is:

Daniel A. Espino, Esq.
2525 Ponce De Leon Blvd., 7th Floor
Coral Gables, FL 33134

ARTICLE XI
INCORPORATOR

The name and address of the Incorporator is

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

ARTICLE XII
DISSOLUTION

Section 1. Upon dissolution or winding down of the Corporation, the Board shall, after paying or making provision for the payment of all liabilities of the corporation, dispose of all assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization under 501(c)(3) of the Internal Revenue code, as the Board shall determine.

Section 2. Any such assets not so disposed of shall be disposed of by the Circuit Court of the County in which the principal office of the corporation is then located, to such organization operating exclusively for such purpose.

THIS CERTIFIES that the foregoing constitutes the Articles of Incorporation of **North Bay Village Community Foundation**, adopted by unanimous vote of the North Bay Village Commission on the _____ day of October , 2012.

EXECUTED as of the _____ day of October, 2019.

_____
Brent Latham
Mayor, North Bay Vilalge

On behalf of the North Bay Village Commission

DRAFT

NORTH BAY VILLAGE COMMUNITY FOUNDATION, INC.
BYLAWS

PREAMBLE

These Bylaws are subject to, and governed by, the North Bay Village Commission.

ARTICLE I
NAME AND PURPOSES

SECTION 1. NAME. The name of the Foundation is the North Bay Village Community Foundation, Inc. (the" Foundation").

SECTION 2. PURPOSES.

SECTION 3. DISSOLUTION. Upon dissolution of the Foundation, the Board of Directors after paying or making adequate provision for the payment of all of the liabilities of the Foundation shall distribute any remaining assets to North Bay Village, a Florida Municipal Foundation (the "Village"). However, if the Village is not then in existence or no longer a qualified distributee, or unwilling to or unable to accept the distribution, then the assets of the Foundation shall be distributed to a fund, foundation, or Foundation organized and operated exclusively for the pw-poses specified in section 50 l (c)(3) of the Internal Revenue Code (or corresponding section of any future federal tax code).

ARTICLE II
MEMBERS

The Foundation shall have no members.

ARTICLE III
BOARD OF DIRECTORS

SECTION 1. GENERAL POWERS. Except as set forth herein, the affairs of the Foundation shall be managed by or under the direction of its Board of Directors (hereinafter, the "Board").

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS AND DUTIES. The Board shall consist of five (5) Directors. Each of the North Bay Village Commissioners shall appoint one (1) resident to serve on the board. Each Director shall serve the number of terms consistent with the term of the North Bay Village Commissioner who appointed them.

SECTION 3. RESIGNATION. A Director may resign at any time by notifying their appointee and providing notice to the Secretary in writing. The Secretary will then provide the letter of resignation to the Village Clerk, which will then officially notify the North Bay Village Commission.

SECTION 4. REMOVAL. A Director can only be removed by the elected official that appointed them to the board. Any Director who misses three (3) consecutive meetings, without being excused by the Chair, shall be deemed to have resigned.

SECTION 5. VACANCIES. Vacancies on the Board will be filled through the same process by which the Directors are appointed.

ARTICLE IV
MEETINGS

SECTION 1. REGULAR MEETINGS. The Board shall strive to meet monthly, unless a lack of new or pending business obviates the need for a regular meeting. An annual meeting, for purposes of officer elections, will take place each January.

SECTION 2. SPECIAL MEETINGS. Special meetings of the Board may be called by the Village Clerk's office at the request of any of the Directors, with 3/5 or more Directors agreeing to attend.

SECTION 3. NOTICE. Notice of the annual meeting and any regular meeting of the Board and any committee thereof, shall be given at least five (5) days previous thereto by written notice delivered to each Director at his or her physical or email address as shown on the records of the Foundation. Special meetings may be called upon at least forty-eight (48) hours notice delivered by telephone, confirmed facsimile, confirmed email, hand delivery or overnight delivery by an overnight courier service with a reputable delivery tracking system.

SECTION 4. QUORUM. A simple majority of the Directors—no less than three out of the five members—must be present in person in order to constitute a quorum for the transaction of business at any meeting of the Board. If less than a quorum is present the meeting may adjourn without further notice.

SECTION 5. ELECTRONIC PARTICIPATION. The Board, or any committee thereof, may participate in and act at any meeting through the use of a conference telephone or other communications equipment, including computers, by means of which all persons participating in the meeting can communicate with each other. Participation in such meeting shall constitute attendance at the meeting and but shall not be counted as part of the quorum. In order to constitute adequate means of participation, the Board member participating electronically must be able to hear from, and speak to, all of the other members present at the meeting, and, likewise, all present members must be able to hear and speak to the member participating virtually. The discussions

had in such setting must also be of such quality to be adequately recorded for recorded keeping purposes.

SECTION 6. VOTING. Each member of the Board shall be entitled to one (1) vote on each matter submitted to a vote. A member must be present in person to vote.

SECTION 7. MANNER OF ACTING. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by statute or these Bylaws. No Director may act by proxy on any matter.

SECTION 8. INFORMAL ACTION BY DIRECTORS. The authority of the Board, or any committee thereof, may be exercised without a meeting if a written consent, setting forth the action taken, is signed by a majority (or such greater number if required by law or these Bylaws) of the Directors.

SECTION 9. MEETING MINUTES. The Secretary of the Board is responsible for preparing minutes of the meeting, which shall be delivered to the Directors at the following meeting for approval. If changes to the minutes are requested by a Board Member for accuracy, the minutes must be revised and approved at the following meeting. Once approved by the Board, a copy of the minutes must be given to the Village Clerk's Office for record purposes one week after the meeting

ARTICLE V
OFFICERS

SECTION 1. OFFICERS. The Officers of the Foundation shall be a Chair Person, Vice Chair Person, Secretary, Treasurer and such other officers as may be elected or appointed by the Board from among the members of the Board. Officers whose authority and duties are not prescribed in these Bylaws shall have the authority and perform the duties prescribed by the Board.

SECTION 2. ELECTION AND TERM OF OFFICE. The Officers of the Foundation shall be elected at the Annual Meeting of the Board. Terms of office will correspond to the calendar year. All elected Officers shall hold office for a period of one year unless they resign or are removed by the Board earlier.

SECTION 3. RESIGNATION AND REMOVAL OF OFFICERS. Any Officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Foundation would be served thereby. Any Officer may resign at any time upon written notice to the Chair.

SECTION 4. CHAIR. The Chair, if one is appointed by the Board, shall report to the Foundation Board and be responsible for the day to day operations of the Foundation and implementing the directives established by the Board. The Chair shall also serve as an ex-officio member of each standing committee that may be created. The Chair shall preside at all regular

and special meetings of the Board. The Chair shall perform such other duties as are required by the Board.

SECTION 5. VICE-CHAIR. In the absence of the Chair, the Vice-Chair of the Board shall preside at all regular and special meetings of the Board. The Vice-Chair shall perform such other duties as are required by the Board.

SECTION 6. SECRETARY. The Board shall appoint a member of the Board to serve as Secretary for the board. The Secretary shall record the minutes of the meetings of the Board; ensure that the Village Clerk has published all notices duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records; and perform all duties incident to the office of secretary.

SECTION 7. TREASURER. The Board shall appoint a member of the Board to serve as Treasurer for the board. The Treasurer shall be responsible for monitoring the financial reports of the Foundation and making sure that corporate limits are maintained. The Treasurer shall report at every regular meeting of the Board on the Foundation's financial status. The Board has the right to engage an outside party to provide accounting, book keeping, and/or other financial services for the Foundation.

ARTICLE VI
CONTRACTS, CHECKS, DEPOSITS, GIFTS/GRANTS AND COMPENSATION

SECTION 1. CONTRACTS. The Board may authorize, through a majority vote, any officer or agent of the Foundation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Foundation, and such authority may be general or confined to specific instances. All contracts must be aligned to the Foundations mission and disciplines set by the Village Commission.

SECTION 2. CHECKS. In order to receive a check for payment of a contract/invoice, the board must have a majority vote. Once the majority vote is received, the Chair person or acting Chair person shall have the authority to execute checks in furtherance of approved action.

SECTION 3. DEPOSITS. All funds that are received shall be given to the Treasurer to be deposited in to appropriate Foundation account.

SECTION 4. GIFTS/GRANTS. The Board may accept on behalf of the Foundation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Foundation. Any monetary gifts will only be accepted in the form of a check.

ARTICLE VII
INDEMNIFICATION

The Foundation hereby indemnifies any and all of its Directors and Officers, and former Directors and Officers, against expenses actually and necessarily incurred by them or any one or group of them in connection with the defense of any action, suit or proceeding in which they or any of them

are made parties, or a party, by reason of being or having been Directors, Trustee or Officers of the Foundation except in relation to matters as to which such Director or Officer, or former Director or Officer shall be adjudged in such action, suit or proceeding to be liable for gross negligence, willful misconduct or breach of his or her fiduciary duty to the Foundation or its members in the performance of his/her or their responsibilities, and to such matters as shall be settled by agreement predicated on the existence of such liability.

The Foundation shall provide Directors and Officers liability insurance to the Board of Directors and Officers insuring them against claims and/or loses including, but not limited to, attorneys' fees as a result of legal action brought for alleged wrongful acts in their capacity as Directors and Officers. The amount of the policy shall be no less than one million dollars ($1,000,000).

ARTICLE VIII
LIMITATION ON EXPENDITURES

parks

In no event shall the Directors or Officers of the Foundation make any expenditures or engage in any activity inconsistent with the Foundation's status as a Foundation exempt from federal income taxation under 501(c)(3) of the Internal Revenue Code of 1986, as amended, or as a Foundation, contributions to which are deductible under the Internal Revenue Code of 1986.

ARTICLE IX
CODE OF ETHICS

SECTION 1. CODE OF ETHICS. It is imperative to the success of the Foundation to be fully informed and have responsive and reasonable officers and members of the Board of Directors. To accomplish this, the officers and members of the Board shall conduct themselves at all times in the best interest of the Foundation. In this regard, each officer and Board member shall abide by the following "Code of Ethics".

SECTION 2. PROCEDURES.

- Officers and Board members shall put forth their best effort to attend all meetings and constructively participate in the same.
- Officers and Board members shall exercise good judgment in the control and use of confidential information that may from time to time come into their possession.
- No officer or director shall use confidential information gained by reason of being an officer or member of the Board of Directors for personal gain to the detriment of the Foundation.
- Each officer and Board member shall serve as a public relations agent for the Foundation and shall work diligently and properly to promote its goals and objectives while keeping abreast with its overall progress, plans and programs.
- The Foundation will make no loans to any of its officers or Board members.
- Members of the immediate family of an officer or Board member shall not serve as a paid employee of the Foundation.
- The Board shall ensure compliance with applicable Federal and Florida statutes.

ARTICLE X
CONFLICTS OF INTEREST

The purpose of the Conflicts of Interest policy is to protect the Foundation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Foundation, or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

SECTION 1. DEFINITIONS

a. Interested person—any director, officer or member of a committee with governing Board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

b. Financial interest—a person has a financial interest if the person has, directly or indirectly, through business, investment or family:

   i. An ownership or investment interest in any entity with which the Foundation has a transaction or arrangement;

   ii. A compensation arrangement with the Foundation or with any entity or individual with which the Foundation has a transaction arrangement; or

   iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Foundation is negotiating a transaction or arrangement.

   Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under definitions, a person who has a financial interest may have a conflict of interest only if the Board of directors or committee decides that a conflict of interest exists.

SECTION 2. PROCEDURES

a. Duty to Disclose: In connection with any actual or possible Conflicts of Interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of the committees with governing Board delegated powers considering the proposed transaction or arrangement.

b. Determining whether a conflict of interest exists: After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board or committee meeting while the determination of a conflict is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

SECTION 3. PROCEDURES FOR ADDRESSING THE CONFLICTS OF INTEREST

a. An interested person may make a presentation at the Board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of and the vote on the transaction or arrangement involving the possible conflict of interest.

b. The Board president or committee chair shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the Board of the Foundation or the committee shall determine whether the Foundation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or committee shall determine by a majority of vote of the disinterested directors whether the transaction or arrangement is in the Foundation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

SECTION 4. VIOLATIONS OF THE CONFLICTS OF INTEREST POLICY

a. If the Board of Directors or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board of directors or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

SECTION 5. RECORDS OF PROCEEDINGS

a. The minutes of the Board and all committees with Board delegated powers shall contain:

   i. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present and the Board's or committee's decision as to whether a conflict of interest in fact existed.

   ii. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion,

including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings. These minutes will be kept with the minutes of the meetings held in that fiscal year for a period of three (3) years.

All Board members and officers shall sign that they have read and understand the Code of Ethics and the Conflicts of Interest statement at the Foundation's annual meeting. They shall receive copies of both for personal files at the Board's annual meeting.

ARTICLE XI
NONDISCRIMINATION POLICY

The Foundation follows an equal opportunity policy and selects Board Members without regard to race, creed, color, ethniVillage, national origin, religion, sex, sexual orientation, age, physical ability, veteran status, military obligations and marital status. This policy applies to Board Members, Foundation employees, outside vendors, Members, sponsors, consultants and dealings with citizens of the Village

ARTICLE XII
MISCELLANEOUS

SECTION 1. FISCAL YEAR. The fiscal year of the Foundation shall commence on the first day of January and conclude on the last day o December.

SECTION 2. COMPENSATION. No member of the Board of Directors shall receive a salary or any other compensation whatsoever from the Foundation, but shall be entitled to reimbursement for all expenses reasonably incurred in performing any duties pursuant to these By-Laws.

SECTION 3. CONFLICT BETWEEN BY-LAWS AND ARTICLES OF INCORPORATION. In the event of conflict between the terms of these By-Laws and the Articles of Incorporation, the latter shall prevail.

SECTION 4. INTERPRETATION OF BY-LAWS. The Board of Directors shall have the corporate power to generally do everything permitted by not-for-profit Foundations by law, statute, its Articles of Incorporation and these By-Laws, and to determine the interpretation or construction of these By-Laws, or any parts thereof, which may be in conflict or of doubtful meaning and their decision, shall be final and conclusive.

SECTION 5. ATTORNEY'S FEES. In the event of any litigation or other form of dispute resolution between the Foundation and any of its members, the prevailing party shall be entitled to recover all of its costs and expenses, including reasonable attorneys' fees and costs in all courts, from the non-prevailing party.

SECTION 6. REGISTERED AGENT. The Registered Agent of the initial Foundation for purposes of service of legal process is the Village Attorney.

ARTICLE VIII
AMENDMENTS TO BYLAWS

If the board wishes to propose amendments to these Bylaws, it must be approved by the North Bay Village Commission and passed by a 3/5 vote.

CERTIFICATE OF ADOPTION OF BYLAWS

I do hereby certify that the above stated Bylaws of North Bay Village Community Foundation, INC. were approved by the North Bay Village Commission on this ____day of _____ 2019.

_____
Mayor Brent Latham

Attest

_____
Elora Riera, CMC
City Clerk

Organization Reserve Fund Agreement

AGREEMENT TO ESTABLISH THE _____

(An Organization Reserve Fund at The Miami Foundation, Inc.)

THIS AGREEMENT (hereinafter "Agreement"), made this _____ day of _____, 20____ between _____, Inc., a Florida not for profit corporation having its principal office at _____, ____, Florida _____ (hereinafter "Organization"), and The Miami Foundation, Inc. (hereinafter "Foundation"), a Florida not for profit corporation and community foundation having its principal office at 40 NW 3rd Street, Suite 305, Miami, Florida 33128. This agreement supersedes all previous agreements and addenda made for previous types of this Fund. An Organization Reserve Fund known as the _____ (hereinafter "Fund") shall be established as a Fund of The Miami Foundation to be used for philanthropic and charitable purposes.

The Organization hereby transfers and delivers to the Foundation the assets listed in Exhibit A. TO HAVE AND TO HOLD the same and all income from the foregoing property for charitable uses and purposes as outlined below and subject to the terms and conditions herein set forth. It is agreed and understood that funds can only be distributed to the specified 501(c)(3). The Fund created by this Agreement shall be administered in and under the laws of the State of Florida.

Investment - Per the investment strategy recommended in Exhibit B, the Foundation shall hold, manage, invest and reinvest the Fund exclusively for general charitable uses and purposes in accordance with the investment policy statement adopted by the Foundation.

Grantmaking Disbursement - The Organization desires that grants be distributed to the Organization according to the grant Disbursement Instructions. Entire Fund balance is available for grantmaking. All grant disbursements must be requested in writing on the Organization's letterhead, signed by approved contacts specified in this agreement and sent to the Foundation.

Grantmaking Restrictions - Grants from the Fund will be honored by the Board of Trustees of the Foundation as long as the Organization is qualified under Section 501(c)(3) of the Code and is not a private foundation as defined by Section 509(a) of the Code (hereinafter "qualified organization").

Disbursement Instructions (choose one) -

- ☐ **The spending policy of the Foundation (currently at 4%, subject to change).**
- ☐ **_____% of the Fund balance on an annual basis.**
- ☐ **Organization will periodically request distributions, i.e. quarterly or annually.**

Name of Organization

Mailing Address

City **State** **Zip code**

Phone

Federal Tax ID#

Organization Reserve Fund Agreement

Variance Power - The Board shall have the power to modify any restriction or condition on the distribution of money for any specified charitable purpose or to specified organizations if in the sole judgment of the Board (without the approval of any trustee, custodian or agent), such restriction or condition becomes, in effect, unnecessary, impractical, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served. This power shall apply if the Organization is no longer registered as a 501(c)(3) with the IRS. Should this occur and unless otherwise specified, the Foundation's Board will advise an annual payout to support a similar cause in Greater Miami.

Fundraising Policy - All contributions made to the Fund will adhere to the grant Disbursement Instructions.

Inactive Funds - A Fund is deemed inactive if Foundation staff is unable to reach the primary organization contact or organization Board chair after attempting at least three times. If contact cannot be made, the Foundation's Board will advise an annual payout to support a similar cause in Greater Miami.

Fees - The Foundation shall receive an administrative fee, which may be taken from the Fund, for reasonable and proper compensation for services and expenses rendered to and incurred through the administration of the Fund in accordance with the Foundation's rules governing Organization Reserve Funds. Based on the recommendation made in Exhibit B, the Fund shall be assessed an investment management fee.

IN WITNESS WHEREOF, the Organization and the Foundation have executed this Agreement as of _____, 20_____.

_____
Primary Organization Contact Signature

_____
Primary Organization Contact Printed Name

_____
Date

_____
The Miami Foundation Signature
Javier Alberto Soto, President and CEO

_____
Date

EXHIBIT A

PRIMARY CONTACT INFORMATION

Primary Organization Contact: Individual has full advisory privileges, e.g. grant recommendations, investment recommendations, naming of Successor Advisors and other Fund administration advisory privileges.

First Name **Last Name**

Title/Company Name

Preferred Mailing Address

City **State** **Zip code**

Preferred Phone **Preferred Phone Type**

Email Address

Date of Birth

ADDITIONAL CONTACT INFORMATION

Role: (choose one)

☐ **Secondary Organization Contact:** Individual has full advisory privileges, e.g. grant recommendations, investment recommendations, naming of Successor Advisors and other Fund administration advisory privileges.

☐ **Organization Board Contact:** Individual has full advisory privileges over grant recommendations but no other Fund administration advisory privileges.

First Name **Last Name**

Title/ Company Name

Preferred Mailing Address

City **State** **Zip code**

Preferred Phone **Preferred Phone Type**

Email Address

Date of Birth

Relationship to Organization

Secondary Organization Contact Signature (if applicable)

EXHIBIT A

REFERRAL INFORMATION

How did you learn about the Foundation?
(complete all that apply)

☐ **My Professional Advisor**

_____
Name

_____
Title/ Company Name

_____
Preferred Phone **Email Address**

☐ **Foundation current or former Board member**

_____
Name

☐ **Foundation Fundholder**
_____
Name

☐ **Foundation Employee**
_____
Name

☐ **Foundation newsletter, annual report or other publication**

☐ **Foundation website**

☐ **Family/friend**
_____
Name

☐ **Other** _____

FUND CREATION

All contributions made to your Fund are tax deductible gifts. These contributions must further the charitable purpose and mission of the Foundation. Funds require the minimum $400 annual administrative fee to be established.

Initial contribution to establish the Fund: $ _____

Type (please choose):

☐ **Check made payable to "The Miami Foundation"**

☐ **Publicly/Privately Traded Securities**

☐ **Restricted Securities**

☐ **Wire Transfer**

☐ **Other - Please describe (credit card, personal property, real estate, testamentary, etc.)** _____

EXHIBIT A

RECOGNITION

Can The Miami Foundation publicly acknowledge your Fund? (select all that apply)

With approval, The Miami Foundation occasionally recognizes Nonprofit Organizations and their partnership in our e-newsletter, website and other marketing materials. Note that details such as specific Fund amount, investment strategy and grantmaking procedures are never disclosed unless the Organization desires we do so.

Please indicate your approval of The Miami Foundation publicly acknowledging your Fund by checking the boxes below. **By leaving them blank, we will never publicly acknowledge you nor your Fund**.

- ☐ **E-Newsletter**
- ☐ **Annual Report**
- ☐ **Social Media**
- ☐ **Press/general awareness**

PAPER/PAPERLESS CORRESPONDENCE

The Foundation will periodically mail copies of letters sent on behalf of your Fund or other general correspondence to you. Please check the appropriate box below to indicate your mailing preference.

☐ **Please send all copies of grant and acknowledgment letters as well as quarterly Fund statements to the Primary Organization Contact via email at**

_____

☐ **Please mail all hard copies of grant and acknowledgment letters as well as quarterly Fund statements to the Primary Organization Contact.**

_____
Primary Organization Contact Signature

_____
Primary Organization Contact Printed Name

_____
Date

_____
The Miami Foundation Signature
Javier Alberto Soto, President and CEO

_____
Date

EXHIBIT B

RECOMMENDED INVESTMENT STRATEGY

The Foundation has the sole responsibility and authority for investment of the assets. Decisions with respect to the retention, investment, or reinvestment of assets and with respect to commingling of assets shall be made by the Foundation's Investment Committee.

Please indicate your recommended investment pool allocation below. You may recommend a single pool or a 50/50 split between two pools. Refer to the Investment Information document for a description of each investment pool. Should you want to discuss these options in greater detail, please contact the Foundation staff.

_____ **Long-Term Growth Pool -** The Long-Term Growth Pool is the most broadly diversified. It is designed to accept more downside short-term risk to achieve a higher level of long-term growth. The primary financial objective is to preserve the purchasing power of the investments after withdrawals are taken. The pool has adopted a total return investment approach including capital appreciation, dividends and interest income. The objective is based on a ten-year time horizon.

_____ **Social Impact Pool -** The Social Impact Pool is designed to achieve moderate risk-adjusted returns with an emphasis on total return, which is the aggregate return from capital appreciation, dividend and interest income. The ESG (environmental, social and governance) concept of this pool is intimately linked to responsible investing and is designed to invest in companies that strive to have a positive societal impact, including, but not limited to, mitigating climate change, reducing waste, using clean energy and employing sound corporate governance and labor practices. The objective is based on a five to ten-year investment horizon.

_____ **Balanced Pool -** The Balanced Pool is designed to achieve moderate risk adjusted returns with an emphasis on total returns, which is the aggregate return from capital appreciation, dividend and interest income. The objective is based on a five to ten-year investment horizon.

_____ **Income Pool -** The Income Pool is designed to provide current income and maintain a high degree of liquidity. As such, investment parameters will be limited to short and intermediate term, high-quality, fixed-income instruments or cash equivalent. The objective is based on a two to five-year investment horizon.

_____ **Cash Pool -** The Cash Pool is designed to preserve principal value and maintain a high degree of liquidity. The objective is based on a 12 to 18-month investment horizon.

Primary Organization Contact Signature

Primary Organization Contact Printed Name

Date

The Miami Foundation Signature
Javier Alberto Soto, President and CEO

Date

The Miami Foundation Fees

		Assets					
Fund Type	**Minimum Balance**	**Minimum Fee**	**up to $1M**	**$1 to $5M**	**$5 to $10M**	**$10 to $20M**	**$20M+**
Endowed Donor Advised Fund	No minimum	$400	1.00%	0.80%	0.60%	0.20%	0.15%
Non-Endowed Donor Advised Fund	No minimum	$400	1.00%		0.75%	0.50%	0.20%
Endowed Scholarship Fund	$50,000	$2,000	3.00%	2.50%	2.25%	2.00%	1.00%
Non-Endowed Scholarship Fund	$50,000	$2,000	4.00%	3.50%	3.25%	3.00%	2.00%
Fiscal Sponsorship Fund	$100,000	$8,000	8% on deposit				
Endowed or Non-Endowed Designated Fund	No minimum	$400	1.00%	0.80%	0.60%	0.30%	0.10%
Organization Endowment/Reserve Fund	No minimum	$400	1.00%	0.80%	0.60%	0.20%	0.10%
Field of Interest Fund	No minimum	$400	2.50%				
Unrestricted Fund	No minimum	$400	2.50%				
Incubator Fund	No minimum	$400	1.00%				
Investment Management Fees							
SEI Long Term Growth Pool		0.77%					
SEI Social Impact Pool		0.53%					
SEI Balanced Pool		0.65%					
SEI Income Pool		0.31%					
Additional Fees							
Estate gift		1% on maturity or $20,000 whichever is less					
International Grantmaking Fee		Please reach out to your Donor Representative for additional information.					
Residential real estate		1% of selling price or $10,000 whichever is greater plus additional out-of-pocket costs					
Commercial real estate		1% of selling price or $25,000 whichever is greater plus additional out-of-pocket costs					
Credit card gifts		3.0% transaction fee					

The Miami Foundation Investment Performance

Investment Manager Performance - Since 2013 to Present												
Pool	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**Q1-2019**	**Q2-2019**	**YTD as of 6/30/2019**	**Since Inception**	**Inception Date**
SEI Long Term Growth Pool	8.32%	18.91%	8.14%	-0.26%	10.67%	16.58%	-5.86%	8.67%	2.57%	11.46%	8.90%	31-Jan-12
Benchmark	*8.04%*	*18.99%*	*5.95%*	*-0.78%*	*10.26%*	*18.08%*	*-5.09%*	*9.21%*	*2.49%*	*11.92%*	*8.82%*	31-Jan-12
SEI Social Impact Pool	-	-	-	-2.51%	7.09%	16.20%	-3.71%	8.84%	3.25%	12.38%	6.93%	30-Jun-15
Benchmark	-	-	-	*-1.69%*	*8.95%*	*15.70%*	*-4.90%*	*10.07%*	*3.59%*	*14.02%*	*7.67%*	30-Jun-15
SEI Balanced Pool (1)	10.60%	8.30%	2.46%	-2.49%	5.65%	10.27%	-3.81%	6.07%	2.40%	8.61%	5.14%	31-Dec-11
Benchmark	*8.89%*	*4.96%*	*2.28%*	*-1.49%*	*7.18%*	*10.93%*	*-2.79%*	*6.24%*	*2.65%*	*9.05%*	*5.17%*	31-Dec-11
SEI Income Pool (1)	1.97%	-0.18%	1.90%	-0.10%	1.71%	3.70%	-0.43%	3.76%	1.65%	5.48%	1.96%	31-May-12
Benchmark	*0.33%*	*-1.62%*	*1.70%*	*0.60%*	*1.38%*	*2.94%*	*-0.35%*	*4.11%*	*1.92%*	*6.11%*	*1.70%*	31-May-12
J.P. Morgan Cash Pool	-	*0.46%*	0.30%	0.30%	0.97%	1.04%(2)	2.16%	2.30%	2.22%	2.22%	0.74%	30-Jun-12
Benchmark	-	*0.03%*	*0.20%*	*0.30%*	*0.33%*	-	-	-	-		*0.12%*	30-Jun-12

(1) As of March 1, 2016, the Balanced & Income Pools, previously managed by J.P. Morgan, were transferred to SEI.

(2) For the month of Dec - 2017.

The Miami Foundation
For A Greater Miami

The Foundation for People Who are Passionate about a **Greater Miami**

Established in 1967, The Miami Foundation uses civic leadership, community investment and philanthropy to improve the quality of life for everyone who calls Greater Miami home. We've partnered with individuals, families and corporations to create more than 1,200 personalized, philanthropic Funds. Thanks to them, we've awarded over $350 million in grants and currently manage more than $350 million in assets.

What informs our work?

The Our Miami Report

The Our Miami Report is a snapshot of our city's quality of life. It combines secondary research in eight issue areas key to Miami's vitality, showing our greatest challenges and opportunities. The Miami Foundation, along with experts and advisors, compiles the report every two years to offer a data-focused picture of Miami's quality of life, a roadmap to drive community impact initiatives, and ultimately, a collective vision for our future.

How do we improve the quality of life?

Civic Leadership

We work directly with public officials, identify and develop high-potential young leaders and train nonprofit executives, all with the goal of inciting action on our community's most pressing issues.

- Civic Leadership Agenda: A plan that advances actionable solutions to critical community challenges that the Foundation is well-positioned to impact.
- Miami Fellows: 15-month program for emerging leaders that deepens their community understanding and engages them to address important issues facing Greater Miami.
- Miami Leaders: A program that develops skills and management competencies of emerging nonprofit leaders in Greater Miami by enabling them to attend premier executive education programs around the country.

Community Investment

We use our deep community knowledge and the Our Miami Report's insights to guide Fundholder resources, enabling them to effectively invest in building a better Miami.

- Public Space Challenge: Public ideas contest awarding grants for creating, improving and activating local gathering places.
- Community Grants: Our signature grant program awarding $1 million from 100+ permanently endowed Funds in five focus areas.
- Donor Advised Grants: Grants awarded to nonprofits at the discretion of Fundholders.

Philanthropic Services

We manage a diverse portfolio of charitable investment services, allowing philanthropists to grow their assets, champion causes they care about and enhance Greater Miami's quality of life.

- Donor Advised Funds: A private foundation alternative that allows the donor to receive an immediate tax deduction for their charitable contribution and then distribute grants at their discretion.
- Give Miami Day: The Foundation's annual 24-hour online giving event. Give Miami Day 2018 raised $11.5 million from more than 25,000 donors for over 750 Miami-Dade nonprofits.
- Organization Reserve/Endowed Funds: A Fund established by a nonprofit to build a sustainable source of income to support its mission.

Learn more about the Foundation and the Our Miami Report, which informs our work, at **miamifoundation.org** and **ourmiami.org**.

For more information please contact: Rebecca Mandelman, Vice President for Strategy & Engagement • (305) 357-2090 • rmandelman@miamifoundation.c

Leadership | Community | Philanthropy

The Miami Foundation
For A Greater Miami

How to Use Your Fund

Making the Most of Your Fund

We offer a wide range of opportunities to learn, lead and grow as a philanthropist.

Working With You

The Miami Foundation has a philanthropic services department dedicated to working closely with donors to make their philanthropy as effective and fulfilling as possible.

- What you can expect from us You benefit from our team's expertise in philanthropy, extensive community knowledge, long-standing relationships with nonprofits and highly personal service. As a Fundholder, you have a personal donor services representative who is always happy to discuss your giving goals. We can help you i dentify and evaluate nonprofit and programs, discuss f amily grantmaking, explore planned giving options, advise on marketing your philanthropic activity, and answer any other questions about your Fund and other Foundation opportunities.

- How we manage your Fund When you establish a Fund at The Miami Foundation, your gift is pooled with other funds, totaling over $350 million in assets. This ensures investment optimization.

- How your Fund supports our work All Foundation fees go straight back into the community by enabling our grantmaking, civic leadership, and community programs and activities.

- Reporting The Miami Foundation provides Fund statements to Fundholders and/or Fund representatives on a quarterly basis. This statement will show your Fund's current balance, investment returns, fees and the available amount for grantmaking. If you would like additional details about investment performance, please contact your donor services representative.

Connecting With Others

You are joining a community of like-minded donors who, like you, are committed to making a difference in Greater Miami and beyond. Here are some of the ways we help you stay engaged and inspired.

- Social and learning events The Foundation hosts events throughout the year that are designed to introduce donors to each other, encourage networking and information sharing, and offer learning to maximize grantmaking.

- Site visits Visiting a nonprofit and the neighborhood is an excellent way to see their work – and your generosity – in action. It also enables you to evaluate potential grantees and enhance your own understating of how your Fund can best serve nonprofits' needs.

- Foundation News You will begin receiving our monthly Foundation News via email. In the newsletter we bring you updates on the work of the Foundation, philanthropy, community impact, and important issues this work addresses, plus information on upcoming events and opportunities around Greater Miami.

- Joining in Collective Philanthropy on Give Miami Day The Miami Foundation administers the annual Give Miami Day, held the Thursday before Thanksgiving. The 24-hour giving event allows everyone in the community an opportunity to make a philanthropic impact on Greater Miami by collectively supporting our local nonprofit organizations. On Give Miami Day, you can easily donate directly from your Fund to the nonprofit(s) of your choice to avoid credit card and transaction fees.

The Miami Foundation
For A Greater Miami

How to Use Your Fund

Managing Your Fund Online

The easiest, most efficient way for Fundholders to manage their Funds is through our secure Fundholder web portal. You can view Fund activity, submit a grant recommendation and more all at your convenience 24/7.

Setting Up Your Online Fundholder Login

- Visit miamifoundation.org/login.
- For first-time users, click on "New User Registration" and complete the brief form to create an account.
- For the question "Are you a Fundholder?" select "Yes."
- Under "Account Information," choose a user name and password, and submit.
- You will receive a confirmation email and your account will be processed within 24 hours.

Access Your Fund

With your user name and password set up, go to miamifoundation.org/login to log in and get started right away with managing your Fund:

- View and download your quarterly Fund statement
- Submit a grant request
- View your grant history
- See your giving history
- Update your profile

Note: To update the advisors to your Fund or to change your investment preferences, please contact your donor services representative.

The Miami Foundation
For A Greater Miami

How to Use Your Fund

Adding to Your Fund

The Miami Foundation accepts most types of gifts, including cash, stocks and securities, real estate, estate gifts, life insurance and other non-cash assets. You can make additional gifts to your Fund in the following ways:

Check

To make a gift by check, please make it payable to The Miami Foundation. Be sure to indicate the name of your Fund in the memo line of your check. Checks can be mailed to:

The Miami Foundation 40 N.W. 3rd Street, Suite 305, Miami, FL 33128

Credit card

To make a gift by credit card, please visit miamifoundation.org/givenow and enter the name of your Fund.

Cash wire or stock transfer

To make a gift by cash wire or stock transfer, please contact your donor services representative at the Foundation for cash wiring or stock transfer instructions. These contributions will adhere to the Foundation's gift acceptance policy regarding the acquisition and liquidation of assets. The Foundation's policy is to liquidate upon receipt. Please note that gifts of mutual funds can take up to 30 business days to be received by the Foundation.

Other assets

To make another type of gift, please contact your donor services representative at the Foundation for assistance.

Third-party gifts

Anyone may make gifts to any charitable Fund at The Miami Foundation. Checks should be made out to The Miami Foundation with the specific Fund name listed on the memo line. Gifts may also be made online at miamifoundation.org/givenow. For cash wire or stock transfer instructions, please contact your donor services representative. The Miami Foundation will provide a tax acknowledgement letter to all donors that make a gift to a Fund, including in-kind gifts, and you will receive a copy of the letter.

Note: The Miami Foundation provides a gift acknowledgement letter and tax receipt for all gifts. Gift acknowledgements are sent on a weekly basis.

The Miami Foundation
For A Greater Miami

How to Use Your Fund

Recommending a Grant

With your Fund, you remain active in the grantmaking process. You recommend the nonprofit organizations and programs that you wish to support through your Fund. Our dedicated donor services team can also work hand-in-hand with you to identify effective programs and organizations, vetted by our research.

How to Recommend a Grant

Making a grant to a nonprofit(s) through your Fund is easy to do online through our Fundholder web portal. You can also submit your grant recommendation via email, mail or fax.

- Online Sign in to the Fundholder account at miamifoundation.org/login. Select "Recommend a Grant" and complete and submit the electronic form with details of the grant you would like to make (Fund, grantee information, grant amount and purpose).
- Email Complete your grant recommendation form and send a scanned copy as a PDF to your donor services representative.
- Mail You may mail your completed grant recommendation form to:
  The Miami Foundation
  40 NW 3rd Street, Suite 305
  Miami, FL 33128
- Fax You may fax your completed Grant Recommendation form to the attention of your donor services representative at: (305) 371-5342.

Note: To obtain a grant recommendation form, please contact your donor services representative.

Grant Request Schedule

Please be aware that The Miami Foundation processes grant checks on a weekly basis. The deadline to receive requests is Tuesday at noon. Requests received after the deadline will be processed the following week.

Awarding Grants

Approved grants can be distributed via check or ACH. Unless otherwise instructed, the Foundation will list the Fund name in the grant check cover letter. Both will be mailed directly to the nonprofit. Copies of the grant check are mailed to all pre-selected Fund advisors and contacts.

Special Instructions

Should you wish to remain anonymous or have the letter and check sent to another address for distribution, please make a note on the grant recommendation form under “Special Instructions.”

Grant Eligibility

Each grant recommendation will be reviewed by Foundation staff to confirm the charitable purpose.

- Eligible Grantees Grants from the Fund can only be made to 501(c)(3) public charities, charitable entities (e.g., schools, religious institutions), private operating foundations and t ax-exempt government agencies that have verifiable charitable purpose.

- Non-eligible Grantees Grants cannot be made for memberships, fulfillment of legally binding pledges, tickets to events, or anything else that provides benefits to the Fundholder. Fundholders, their advisors and related parties may not receive grants, loans, compensation or similar payments (including expense reimbursements) from Fundholder’s advised Fund.

International Grants

The Miami Foundation will assist in processing international grants. Please note that additional fees may apply.

Staff Recommendations

The Miami Foundation may from time to time provide grant recommendations for organizations in your interest areas. If you are interested in learning about other grantee opportunities, please let your donor services representative know.

Marketing and Events

Holding fundraising events and creating marketing materials can be a great way to raise awareness about your Fund. Your Donor Services Representative is available to provide valuable feedback and important information to assist you. These guidelines will help you plan and execute your ideas.

Fundraising Guidelines

Please notify your Representative before holding any fundraising events. It is important that all fundraising and marketing activities be conducted under the observation and guidance of the Foundation to ensure that donors receive proper tax acknowledgment for their donations. This will protect donors from unintended tax consequences to themselves and to protect you from any penalties for failing to make proper solicitation disclosures.

Marketing

- We encourage our Fundholders to create marketing materials to incentivize giving to their Fund. All collateral and website links that mention your Fund must be approved by your Representative prior to use to confirm that any representation of the Foundation (e.g. our logo or likeness) complies with IRS regulations and the Foundation's mission.
- All fundraising materials should make clear, where applicable, that contributions being raised are on behalf of the Fund rather than by The Miami Foundation and that the Fund is a component fund of the Foundation.

Event Coordination

- Pre-Event Prior to organizing your event, contact your Representative for additional information and best practices. All fundraising event promotions should be reviewed and approved by the Foundation. Your Representative will also help you determine the tax deduction eligibility for your donors depending on your event expenses
- Post-Event All checks received should be made payable to "The Miami Foundation" with your Fund name in the memo line. We advise against accepting cash contributions at your event. If cash is received or if you use another method to accept donations you must keep a detailed log of the donor information, including donor name, contact information and gift amount to submit to the Foundation within five business days. Since cash is not accepted by The Foundation, you may submit a check on behalf of the cash contribution with the original donors' information included.

The Miami Foundation Fees

		Assets					
Fund Type	**Minimum Balance**	**Minimum Fee**	**up to $1M**	**$1 to $5M**	**$5 to $10M**	**$10 to $20M**	**$20M+**
Endowed Donor Advised Fund	No minimum	$400	1.00%	0.80%	0.60%	0.20%	0.15%
Non-Endowed Donor Advised Fund	No minimum	$400	1.00%		0.75%	0.50%	0.20%
Endowed Scholarship Fund	$50,000	$2,000	3.00%	2.50%	2.25%	2.00%	1.00%
Non-Endowed Scholarship Fund	$50,000	$2,000	4.00%	3.50%	3.25%	3.00%	2.00%
Fiscal Sponsorship Fund	$100,000	$8,000	8% on deposit				
Endowed or Non-Endowed Designated Fund	No minimum	$400	1.00%	0.80%	0.60%	0.30%	0.10%
Organization Endowment/Reserve Fund	No minimum	$400	1.00%	0.80%	0.60%	0.20%	0.10%
Field of Interest Fund	No minimum	$400	2.50%				
Unrestricted Fund	No minimum	$400	2.50%				
Incubator Fund	No minimum	$400	1.00%				

Investment Management Fees	
SEI Long Term Growth Pool	0.77%
SEI Social Impact Pool	0.53%
SEI Balanced Pool	0.65%
SEI Income Pool	0.31%

Additional Fees	
Estate gift	1% on maturity or $20,000 whichever is less
International Grantmaking Fee	Please reach out to your Donor Representative for more information.
Residential real estate	1% of selling price or $10,000 whichever is greater plus additional out-of-pocket costs
Commercial real estate	1% of selling price or $25,000 whichever is greater plus additional out-of-pocket costs
Credit card gifts	3.0% transaction fee

The Miami Foundation Investment Performance

Investment Manager Performance - Since 2013 to Present											
Pool	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**Q1-2019**	**Apr-19**	**Since Inception**	**Inception Date**
SEI Long Term Growth Pool	8.32%	18.91%	8.14%	-0.26%	10.67%	16.58%	-5.86%	8.67%	2.29%	9.07%	31-Jan-12
Benchmark	*8.04%*	*18.99%*	*5.95%*	*-0.78%*	*10.26%*	*18.08%*	*-5.09%*	*9.21%*	*2.55%*	*9.05%*	31-Jan-12
SEI Social Impact Pool	-	-	-	-2.51%	7.09%	16.20%	-3.71%	8.84%	2.71%	7.10%	30-Jun-15
Benchmark	-	-	-	*-1.69%*	*8.95%*	*15.70%*	*-4.90%*	*10.07%*	*2.52%*	*7.72%*	30-Jun-15
SEI Balanced Pool (1)	10.60%	8.30%	2.46%	-2.49%	5.65%	10.27%	-3.81%	6.07%	1.38%	5.12%	31-Dec-11
Benchmark	*8.89%*	*4.96%*	*2.28%*	*-1.49%*	*7.18%*	*10.93%*	*-2.79%*	*6.24%*	*1.50%*	*5.13%*	31-Dec-11
SEI Income Pool (1)	1.97%	-0.18%	1.90%	-0.10%	1.71%	3.70%	-0.43%	3.76%	1.05%	1.92%	31-May-12
Benchmark	*0.33%*	*-1.62%*	*1.70%*	*0.60%*	*1.38%*	*2.94%*	*-0.35%*	*4.11%*	*1.22%*	*1.64%*	31-May-12
J.P. Morgan Cash Pool	-	*0.46%*	0.30%	0.30%	0.97%	1.04%(2)	2.16%	2.30%	2.28%	0.74%	30-Jun-12
Benchmark	-	*0.03%*	*0.20%*	*0.30%*	*0.33%*	-	-	-	-	*0.12%*	30-Jun-12

(1) As of March 1, 2016, the Balanced & Income Pools, previously managed by J.P. Morgan, were transferred to SEI.

(2) For the month of Dec - 2017.

ITEM NO. 11A9

North Bay Village Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ana Gonzalez, Exec. Asst. to Chief of Police

THROUGH: Chief of Police Carlos Noriega

SUBJECT: Emergency Purchase Request Approval and Allocation and Disbursement of State Forfeiture Funds for Police Motorcycle - ***Carlos Noriega, Chief of Police***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 36.25(L), WAIVING THE COMPETITIVE BID PROCESS IN FAVOR OF BMW MOTORCYCLES OF JACKSONVILLE FOR THE PURCHASE OF A NEW POLICE MOTORCYCLE; APPROVING THE PURCHASE OF THE MOTORCYCLE USING STATE FORFEITURE FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A PURCHASE AGREEMENT AND EXPEND VILLAGE FUNDS IN FURTHERANCE OF SAME; PROVIDING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

BACKGROUND AND ANALYSIS

Due to factory build cut-offs, ordering a new “lease” motorcycle from the dealership will result in a projected minimum, two to three month lag in delivery and force us to operate without a Police Motorcycle for an extended period of time.

We have been presented with an opportunity to acquire a demo (less than 300 miles) motorcycle from the dealer in Jacksonville for $26,000.00, a negotiated, significant discount of $2,537.30 from the asking price. This motorcycle is the only Police BMW in the southeastern United States that is ready for immediate delivery and fully meets (in fact exceeds) our equipment needs. Acquiring this BMW Police Motorcycle will allow us to maintain our traffic safety operations – failing to act on this opportunity will disrupt our operations, since we will

be without a motorcycle for a projected minimum of two to three months. Acquiring this Police Motorcycle will allow us to expend funds efficiently – current, mission ready equipment at reduced cost and improvement of the 2020 budget by eliminating a $750 per month lease cost (a $9000 reduction). Acquiring this Police Motorcycle will have a positive impact on future budgets (for at least three additional years) by allowing use of equipment and delivery of services with a $0.00 monthly cost (except, minimal, occasional maintenance needs, which are already calculated in the budget). An additional benefit is that the above captioned BMW Police Motorcycle is a better fit for our mission and agency needs, allowing for an improvement in the execution and delivery of our traffic safety services.

Due to the very tight timelines, budgetary constraints, very limited availability of the BMW Police Motorcycle, the significant cost savings available to us now and the potential for disruption to our traffic safety programs, I recommend that you authorize the emergency purchase of the above noted 2019 BMW R1250RTP Motorcycle.

Specifically I recommend the emergency purchase of:

2019 BMW R1250RTP Motorcycle, SN: WB10J6307KZG34237 from BMW Motorcycles of Jacksonville

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$26,000 for the purchase of the motorcycle should be expended from the State Forfeiture Funds Account 105-21-521-6431.

PERSONNEL IMPACT
NONE

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE MAYOR AND THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 36.25(L), WAIVING THE COMPETITIVE BID PROCESS IN FAVOR OF BMW MOTORCYCLES OF JACKSONVILLE FOR THE PURCHASE OF A NEW POLICE MOTORCYCLE; APPROVING THE PURCHASE OF THE MOTORCYCLE USING STATE FORFEITURE FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A PURCHASE AGREEMENT AND EXPEND VILLAGE FUNDS IN FURTHERANCE OF SAME; PROVIDING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the North Bay Village (the "Village") Police Department has an urgent need for motorcycle to augment the Village fleet; and

WHEREAS, due to factory build cut-offs, ordering a new "lease" motorcycle from the dealership will result in a projected two to three month (or more) lag in delivery and force us to operate without a Police Motorcycle for an extended period of time; and

WHEREAS, during the Police Department's due diligence on this purchase, it developed an opportunity with BMW Motorcycles of Jacksonville ("Jacksonville BMW") to purchase a new 2019 BMW R1250RTP demo motorcycle (with less than 300 miles) for the discounted price of $26,000.00, yielding savings of $2,53.30; and

WHEREAS, Jacksonville BMW is the only dealership in the southeastern United States that is ready to immediately delivery a motorcycle that meets or exceeds the Village's equipment specifications and needs; and

WHEREAS, acquiring the specified motorcycle from Jacksonville BMW will allow the Village to avoid any disruption to Police operations, given the anticipated delay associated with normal procurement. Additionally, this purchase will result in a net budgetary savings for the current and next several fiscal years; and

WHEREAS, Section 36.25(L) provides that the competitive bid process may be waived where it is in the Village's best interest to do so; and

WHEREAS, because of all the foregoing, the Manager and staff have recommended the purchase of the specified motorcycle, as it is in the Village's best interest to do so.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Waiver & Approval. Pursuant to Section 36.25(L) of the Village Code of Ordinances, and upon the recommendation of the Manager and staff, the competitive bid process is hereby waived in favor of BMW Motorcycles of Jacksonville. The purchase of a 2019 BMW R1250RTP demo motorcycle from BMW Motorcycles of Jacksonville in the amount of $26,000.00 using State of Florida Law Forfeiture Funds (account 105-21-521-6431) hereby approved.

Section 3. Authorization. The Village Manager is authorized to finalize and execute a purchase agreement, subject to approval as to form and legal sufficiency by the Village Attorney, and to expend budgeted funds, in furtherance hereof.

Section 4. Implementation. The Village Manager and the Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

Mayor Brent Latham
Vice Mayor Marvin Wilmoth
Commissioner Jose R. Alvarez
Commissioner Andreana Jackson
Commissioner Julianna Strout

PASSED AND ADOPTED on this -___th day of October, 2019.

_____
Brent Latham, Mayor

ATTEST:

_____
Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
VILLAGE ATTORNEY

NORTH BAY VILLAGE POLICE

1666 John F Kennedy Causeway
Suite #300
North Bay Village, FL 33141

Phone: 305.758.2626
www.NBVillage.com

Carlos E. Noriega
Chief of Police

MEMORANDUM

From: Samuel Bejar, Deputy Chief of Police

To: Dr. Ralph Rosado, Village Manager (via CoC)

Subject: 2019 BMW R1250RTP Motorcycle – Emergency Purchase Request

Date: 17 September 2019

The lease on our current Harley Davidson Police Motorcycle expires on October 10th of this year. Unfortunately, my late entry into, and some confusion with the budget process, has resulted in delays that may force us to operate without a Police Motorcycle for an extended period of time. One option would be to enter into an at will, month to month lease with the dealership, however, we would continue to pay $750 per month for a two years old motorcycle that would also be out of warranty, and any repair costs would be at our expense. Due to factory build cut-offs, ordering a new "lease" motorcycle from the dealership will result in a projected minimum, two to three month lag in delivery. Further, the dealership could terminate the lease at any time in order to effect the retail sale of the motorcycle, which is highly prized by enthusiasts and represents a significant profit center for the dealership.

We have been presented with an opportunity to acquire a demo (less than 300 miles) motorcycle, from the dealer in Jacksonville at an extensively (several thousand dollars) discounted price. This motorcycle is the only Police BMW in the southeastern United States that is ready for immediate delivery and fully meets (in fact exceeds) our equipment needs. Acquiring this BMW Police Motorcycle will allow us to maintain our traffic safety operations – maintaining the status quo will disrupt our operations, since we will be without a motorcycle for a projected minimum of two to three months. Acquiring this Police Motorcycle will allow us to expend funds efficiently – maintaining the status quo would be inefficient, since we will be paying a premium for older, out of warranty equipment that is subject to recall by an external organization on their scheduling (potential for negative ROI). Acquiring this Police Motorcycle will allow us to improve the upcoming 2020 budget by eliminating the $750 per month lease cost of the motorcycle (a $9000 reduction). Acquiring this Police Motorcycle will have a positive impact on future budgets (for at least three additional years) by allowing use of equipment and delivery of services without a $0.00 monthly cost (except, minimal, occasional maintenance needs, which are already calculated elsewhere in the budget). An additional benefit is that the above captioned BMW Police Motorcycle is a better fit for our mission and agency needs, allowing for an improvement in the execution and delivery of our traffic safety services.

Due to the very tight timelines, budgetary constraints, very limited availability of the BMW Police Motorcycle, the significant cost savings available to us now and the potential for disruption to our traffic safety programs, I recommend that you authorize the emergency purchase of the above captioned 2019 BMW R1250RTP Motorcycle.

Specifically I recommend the emergency purchase of:

2019 BMW R1250RTP Motorcycle, SN: WB10J6307KZG34237 from BMW Motorcycles of Jacksonville.

The funds for the purchase should be expended from the State Forfeiture Funds account (105-21-521-6431) in the current fiscal budget.

BMW Motorcycles of Jacksonville

1515 Wells Road
Orange Park FL 32073
904-375-2921

Purchase Agreement

NB VILLAGE Police

Date 08/24/2019
Deal No.
Salesperson MARCELO SACKEL
Lienholder ELITE REC FINANCE

\+

H W C 3054988597 Email nbenitez@nbvillage.com

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2019	BMW	R1250RTP	WB10J6307KZG34237	34237	$22,504.00

Options:

Sales request install Police lights	$2,819.90	D
DRIVER'S SEAT, BLACK, LOW, H	$445.05	D
LABOR INSTALL LAPTOP,RADIO BOX	$128.00	D
RADIO BOX BASE PLATE STD	$61.77	D
LAPTOP PIVOT MOUNT GENERIC	$174.48	D

Dealer Unit Price	$22,504.00
Factory Options	$0.00
Added Accessories	$3,629.20
Freight	($617.20)
Dealer Prep	$479.00
Battery / Tire Disp.	$5.00

Notes:

Trade Information

Cash Price	$26,000.00
Trade Allowance	$0.00
Payoff	$0.00
Net Trade	$0.00
Net Sale (Cash Price - Net Trade)	$26,000.00
Sales Tax	$0.00
Processing Fee	$0.00
Document or Administration Fees	$0.00
Credit Life Insurance	$0.00
Accident & Disability	$0.00
Total Other Charges	$0.00
Sub Total (Net Sale + Other Charges)	$26,000.00
Cash Down Payment	$0.00
Amount to Pay/Finance	$26,000.00

Monthly Payment of $0.00 For 1 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer respresents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lendor.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

BMW Motorcycles of Jacksonville

1515 Wells Road
Orange Park FL 32073
904-375-2921

Purchase Agreement

NB VILLAGE Police

Date 08/24/2019
Deal No.
Salesperson MARCELO SACKEL
Lienholder ELITE REC FINANCE

+

H W C 3054988597 Email nbenitez@nbvillage.com

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2019	BMW	R1250RTP	WB10J6307KZG34237	34237	$22,504.00

Options:

Sales request install Police lights	$3,819.90	D
DRIVER'S SEAT, BLACK, LOW, H	$554.50	D
Laptop Pivot Mount FMSA-LPM-G	$199.00	D
Radio Box Base Plate STD. FMSA-RBBP-G	$99.00	D
FILLISTER HEAD SCREW	$9.90	D
HEX NUT	$7.76	D
LED AUXILIARY HEADLIGHT NA	$199.24	D
LABOR INSTALL LAPTOP,AND FOG LIGHTS,RADIO BOX	$189.00	D

Dealer Unit Price	$22,504.00
Factory Options	$0.00
Added Accessories	$5,078.30
Freight	$0.00
Dealer Prep	$950.00
Battery / Tire Disp.	$5.00

Total Savings
$ 2537.30

Notes:

Trade Information

Cash Price	$28,537.30
Trade Allowance	$0.00
Payoff	$0.00
Net Trade	$0.00
Net Sale (Cash Price - Net Trade)	$28,537.30
Sales Tax	$0.00
Processing Fee	$0.00
Document or Administration Fees	$0.00
Credit Life Insurance	$0.00
Accident & Disability	$0.00
Total Other Charges	$0.00
Sub Total (Net Sale + Other Charges)	$28,537.30
Cash Down Payment	$0.00
Amount to Pay/Finance	$28,537.30

Monthly Payment of $0.00 For 0 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer respresents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lendor.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

ITEM NO. 11A10

North Bay Village Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Mario Diaz, Chief of Staff to Village Mgr.

THROUGH: Mayor Brent Latham

SUBJECT: Atlantic Broadband 2019-2020 Sponsorship Agreement - ***Sponsored by Mayor Brent Latham***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE 2019-2020 ATLANTIC BROADBAND MEDIA SPONSORSHIP AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

BACKGROUND AND ANALYSIS

Atlantic Broadband agrees to an in-kind sponsorship valued at $25,000 in total value to run North Bay Village public service announcements (PSAs) at least 145x a month beginning Nov 1, 2019 through Oct 31, 2020 for a total of at least 1,700x runs over the 12-month period. The estimated reach of this is audience is at least 74,000 subscribers per month and 314,500 gross impressions.

North Bay Village will provide 30-second PSAs for Atlantic Broadband to run in exchange for their logo on our marketing materials for events as sponsors and a table at our events for promotional purposes.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE MAYOR AND THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE 2019-2020 ATLANTIC BROADBAND MEDIA SPONSORSHIP AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, North Bay Village (the "Village") strives to maintain open and diverse lines of communication with the community to ensure transparency and access to information; and

WHEREAS, Atlantic Broadband services the Village and is willing to run Village public service announcements over the course of the next year, pursuant to the attached media sponsorship agreement.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Media Sponsorship Agreement between Atlantic Broad Band and North Bay Village, attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, is hereby approved. The City Manager is hereby authorized to execute the Media Sponsorship Agreement on behalf of the Village subject to approval as to form and legal sufficiency by the Village Attorney.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

Mayor Brent Latham
Vice Mayor Marvin Wilmoth
Commissioner Jose R. Alvarez
Commissioner Andreana Jackson
Commissioner Julianna Strout

PASSED AND ADOPTED on this -___th day of October, 2019.

_____
Brent Latham, Mayor

ATTEST:

_____
Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
VILLAGE ATTORNEY

1681 Kennedy Causeway
North Bay Village, Fl. 33141

305.861.8069 - Phone

September 25th, 2019

2019-2020 City of North Bay Village - Atlantic Broadband Media Sponsorship

Overview:

Cable networks now lead the television industry for developing high-quality programs that cater to a variety of specific audience segments. Atlantic Broadband's commercial insertion cable coverage area contains 80,000+ homes and businesses in the following areas: Miami Beach, Aventura, Bal Harbour, Bay Harbor Islands, Golden Beach, North Bay Village, Sunny Isles Beach, Surfside, Miami, South Miami, Pinecrest, and unincorporated portions of Miami Dade County. The City of North Bay Village will be able to reach a significant portion of the local community via an Atlantic Broadband PSA media sponsorship. *Networks: A&E, AMC, ANIMAL, BET, BRAVO, COMEDY, CNBC, CNN, Discovery, ESPN, ESPN2, E!, ABC Family, FOOD, FSFL, FX, Fox News, GOLF, Hallmark, HGTV, History, HLN, Lifetime, MSNBC, MTV, NICK, SYFY, SPIKE, SUN, TBS, TLC, TNT, CARTOON, TRAVEL, TRU, TVLAND, TWC.*

Atlantic Broadband hereby agrees to provide:

- Cross Channel Media fulfilled at a 24 Hour Run of Schedule (ROS) to equal no less than $25,000 in total value as follows:
  - Atlantic Broadband will run City of North Bay Village PSAs at least **145X** per month beginning November 1, 2019 through October 31, 2020 to total at least **1,700X** runs over the 12-month period.
  - Estimated Reach: **74,000** Subscribers each month
  - **314,500** Estimated Gross Impressions
  - **$15** per spot value

Atlantic Broadband Primary Contact Info:
Maia Mediavilla
Director of Marketing
Atlantic Broadband
1681 Kennedy Causeway
North Bay Village, FL 33141
305.993.0018 Office
305.345.2754 Mobile
mmediavilla@atlanticbb.com

Based on the value of this Media Sponsorship Proposal the City of North Bay Village hereby agrees to provide Atlantic Broadband with the following benefits:

AGREED:

_____
Danny Jobe Interim VP / GM
Atlantic Broadband
Date_____

_____
City of North Bay Village
Date _____

DRAFT

ITEM NO. 12B1

North Bay Village
Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Dr. Ralph Rosado, PhD, AICP, Village Manager

THROUGH: Vice Mayor Marvin Wilmoth

SUBJECT: NBV Response to Army Corps of Engineers' Back Bay Study - ***Sponsored by Vice Mayor Marvin Wilmoth***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING THE UNITED STATES ARMY CORPS OF ENGINEERS TO INCLUDE THE ENTIRE VILLAGE IN THE MIAMI-DADE BACK BAY COASTAL STORM RISK MANAGEMENT STUDY; PROVIDING FOR TRANSMITTAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.

North Bay Village

SUSTAINABILITY AND RESILIENCY TASK FORCE

REQUEST FOR ACTION MEMORANDUM

At the Sustainability and Resiliency Task Force meeting held on 09/25/2019, the Task Force would like to propose the following recommendations to the Village Commission:

1. The Commission approving a study of the periphery of North Bay Village by the Army Core of Engineers in their study with Miami Dade Back Bay Coastal Storm Risk Management Study (CSRM) to determine how to possibly build a system of protection against storm surge and sea level rise. This motion was passed unanimous by the Task Force and the Task Force will be submitting a letter of support for this project as well.

RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING THE UNITED STATES ARMY CORP OF ENGINEERS TO INCLUDE THE ENTIRE VILLAGE IN THE MIAMI-DADE BACK BAY COASTAL STORM RISK MANAGEMENT STUDY; PROVIDING FOR TRANSMITTAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, it recently came to the attention of North Bay Village (the "Village") that the United States Army Corp of Engineers will be conducting a study entitled the Miami-Dade Back Bay Coastal Storm Risk Management Study (the "Study"), the purpose of which to evaluate means to protect against storm surge and sea level rise; and

WHEREAS, while the Village welcomes the Study, it was discovered that only part of the Village was to be included; and

WHEREAS, it is the recommendation of the Village Administration, the Village's Sustainability and Resiliency Task Force, and the Village Commission that the entire Village should be included in the Study.

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Village Position. The U.S. Army Corp. of Engineers is hereby urged to include the entirety of the Village in its Miami-Dade Back Bay Coastal Storm Risk Management Study to fully determine how best to build a system of protection against storm surge and seal level rise.

Section 3. Transmittal. The Village Clerk is hereby directed to transmit a certified copy of this Resolution to the Unites States Army Corps of Engineers.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

The foregoing Ordinance was offered by Commissioner _____, who moved its adoption on first reading. This motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Marvin Wilmoth	_____
Commissioner Jose R. Alvarez	_____
Commissioner Andreana Jackson	_____
Commissioner Julianna Strout	_____

PASSED AND ADOPTED this __ day of _____, 2019.

_____
Brent Latham, Mayor

ATTEST:

_____
Elora Riera
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
VILLAGE ATTORNEY

ITEM NO. 12B2

North Bay Village
Recommendation Memorandum

DATE: **October 15, 2019**

TO: **Honorable Mayor, Vice Mayor and Members of the Village Commission**

FROM: **Mayor Brent Latham**

THROUGH:

SUBJECT: **Transparent Budgeting for Residents** - ***Sponsored by Mayor Brent Latham***

RECOMMENDATION

BACKGROUND AND ANALYSIS

Proposed Resolution regarding budget process and goals for FY 2020/21

Commission:
The recent budgeting process for fiscal year 2019/20 has concluded and we congratulate Village Manager Ralph Rosado and his staff for their hard work.
Without further ado, the budget process for FY 2020/21 should now begin. It is with that in mind and the intention to improve the budgeting process that I submit to the Commission a series of procedural and goal-oriented proposals for consideration.
Post discussion, I would like to adopt the agreed recommendations as a resolution to serve as instruction to the Village Manager going forward, to help establish North Bay Village as a bottom-line oriented, transparent city that implements best practices in managing taxpayer funds.

Procedures

- Explicit, measurable returns tied to each budget line, derived from our strategic plan
  - What are we attempting to accomplish with each budget line, and how we will measure the efficacy of that spending?
- Employee bonuses tied in full or in part to departmental budget performance
  - Manage line by line on an on-going basis per department spending, and establish target goals tied to payment of employee performance bonuses for all employees who

manage budgets

Design a system to release partial bonus payments in exchange for identification of cost savings
- Increased transparency in budgeting:
- Accessible quarterly reports: instruct the Village Manager to prepare quarterly budget briefings for the Commission to be scheduled with regular meetings, and include updates on ytd performance and potential challenges, as well as updates and cost savings
- Quarterly departmental reviews: instruct the Village Manager to review at least quarterly, with each department, their budget progress and identify areas of potential savings as well as areas of concern.
- Increased transparency of budget lines and metrics related to measurability and delivery: instruct the village manager to review best practices in budget presentations to ensure a transparent presentation of the on-going budget picture to the Commission and public at monthly intervals.

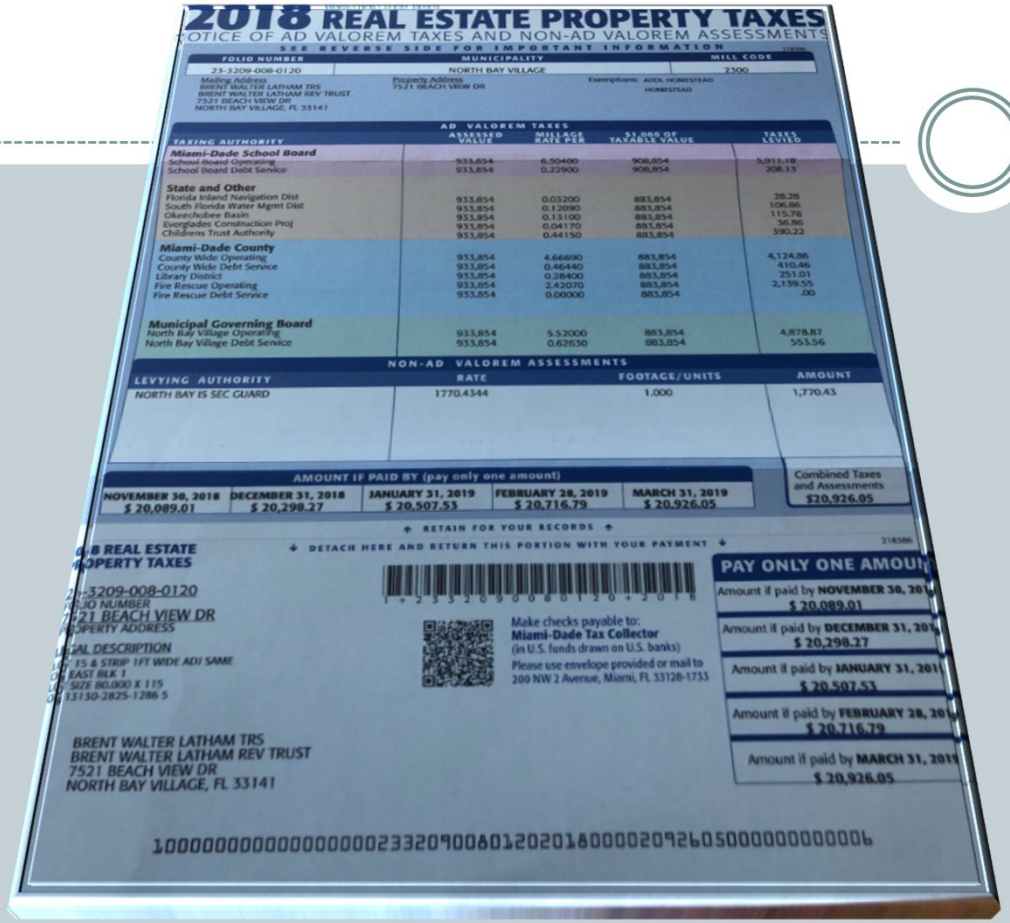
Goals for FY 2020/21
Instruct the Village Manager to build 5-year projection of budgeting and tax scenarios incorporating strategic goals and assessing millage rates and potential tax roll scenarios

- Within a month, build a strategic plan to grow income across areas including but not limited to tax base, grants and services to incorporate into the FY 2019/2020 fiscal plan
- Design a strategic vision and plan around reserve growth, with specific categories of earmarked reserves and desired levels of reserves built into the budget plan
- Set a disciplined target for millage rate for FY 2020/21 to build the budget around, rather than vice versa

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None.

PERSONNEL IMPACT
None.

We are all taxpayers



2018 REAL ESTATE PROPERTY TAXES

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

FOLIO NUMBER	MUNICIPALITY	MILL CODE
23-3209-008-0120	NORTH BAY VILLAGE	2300

Mailing Address: BRENT WALTER LATHAM TRS, BRENT WALTER LATHAM REV TRUST, 7521 BEACH VIEW DR, NORTH BAY VILLAGE, FL 33141

Property Address: 7521 BEACH VIEW DR

Exemptions: ADDL HOMESTEAD, HOMESTEAD

AD VALOREM TAXES

TAXING AUTHORITY	ASSESSED VALUE	MILLAGE RATE PER $1,000	$1,000 OF TAXABLE VALUE	TAXES LEVIED
Miami-Dade School Board				
School Board Operating	933,854	6.50400	908,854	5,911.18
School Board Debt Service	933,854	0.22900	908,854	208.13
State and Other				
Florida Inland Navigation Dist	933,854	0.03200	883,854	28.28
South Florida Water Mgmt Dist	933,854	0.12090	883,854	106.86
Okeechobee Basin	933,854	0.13100	883,854	115.78
Everglades Construction Proj	933,854	0.04170	883,854	36.86
Childrens Trust Authority	933,854	0.44150	883,854	390.22
Miami-Dade County				
County Wide Operating	933,854	4.66690	883,854	4,124.86
County Wide Debt Service	933,854	0.46440	883,854	410.46
Library District	933,854	0.28400	883,854	251.01
Fire Rescue Operating	933,854	2.42070	883,854	2,139.55
Fire Rescue Debt Service	933,854	0.00000	883,854	.00
Municipal Governing Board				
North Bay Village Operating	933,854	5.52000	883,854	4,878.87
North Bay Village Debt Service	933,854	0.62630	883,854	553.56

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	FOOTAGE/UNITS	AMOUNT
NORTH BAY IS SEC GUARD	1770.4344	1.000	1,770.43

AMOUNT IF PAID BY (pay only one amount)

NOVEMBER 30, 2018	DECEMBER 31, 2018	JANUARY 31, 2019	FEBRUARY 28, 2019	MARCH 31, 2019
$ 20,089.01	$ 20,298.27	$ 20,507.53	$ 20,716.79	$ 20,926.05

Combined Taxes and Assessments $20,926.05

RETAIN FOR YOUR RECORDS

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

8 REAL ESTATE
OPERTY TAXES

-3209-008-0120
OLIO NUMBER
521 BEACH VIEW DR
OPERTY ADDRESS
GAL DESCRIPTION
T 15 & STRIP 1FT WIDE ADJ SAME
EAST BLK 1
SIZE 80.000 X 115
13150-2825-1286 5

Make checks payable to:
Miami-Dade Tax Collector
(in U.S. funds drawn on U.S. banks)
Please use envelope provided or mail to
200 NW 2 Avenue, Miami, FL 33128-1733

PAY ONLY ONE AMOUNT

Amount if paid by NOVEMBER 30, 201
$ 20,089.01

Amount if paid by DECEMBER 31, 201
$ 20,298.27

Amount if paid by JANUARY 31, 201
$ 20,507.53

Amount if paid by FEBRUARY 28, 201
$ 20,716.79

Amount if paid by MARCH 31, 201
$ 20,926.05

BRENT WALTER LATHAM TRS
BRENT WALTER LATHAM REV TRUST
7521 BEACH VIEW DR
NORTH BAY VILLAGE, FL 33141

- ACCOUNTABILITY
- RESPONSIVENESS
- PROGRAMMING
- MEASURABILITY

Millage Rate and Rollback rate

Millage Rate

Rollback rate

PROPERTY TAXES

FY 2020 Proposed Operating and Debt Service Tax Rates Calculated Taxes for a Property with the Taxable Median Assessed Value of $271,600 in North Bay Village (Taxes are rounded to the nearest dollar)

Taxing Authority	Adopted FY 2019	Proposed FY 2020	Adopted TAX FY 2019	Proposed TAX FY 2020
Miami-Dade School Board				
SCHOOL BOARD OPERATING	6.5040	7.0250	$ 1,766	$ 1,908
SCHOOL BOARD DEBT SERVICE	0.2290	0.1230	$ 62	$ 33
State and Other				
FLORIDA INLAND NAVIGATION DIST	0.0320	0.0320	$ 9	$ 9
S. FL WATER MGMT DISTRICT	0.1209	0.1152	$ 33	$ 31
EVERGLADES CONSTRUCTION PROJECT	0.0417	0.0397	$ 11	$ 11
CHILDREN'S TRUST AUTHORITY	0.4415	0.4680	$ 120	$ 127
OKEECHOBEE BASIN	0.1310	0.1246	$ 36	$ 34
Miami-Dade County				
COUNTY WIDE OPERATING	4.6669	4.6669	$ 1,268	$ 1,268
COUNTY WIDE DEBT SERVICE	0.4644	0.4780	$ 126	$ 130
LIBRARY DISTRICT	0.2840	0.2840	$ 77	$ 77
FIRE RESCUE OPERATING	2.4207	2.4207	$ 657	$ 657
Municipal Governing Board				
NORTH BAY VILLAGE OPERATING	**5.5200**	**5.4992**	**$ 1,499**	**$ 1,494**
NORTH BAY VILLAGE DEBT SERVICE	**0.6263**	**0.6187**	**$ 170**	**$ 168**
North Bay Village Total	**6.1463**	**6.1179**	**$ 1,669**	**$ 1,662**
COMBINED TAXES			**$ 5,835**	**$ 5,947**

Proposed Increase / (Decrease) North Bay Village	**$ (8)**
Proposed Increase / (Decrease) Miami-Dade & Others	**$ 123**
Proposed Increase / (Decrease) Combined Taxing Authorities	**$ 116**

TAX RATE COMPARISON

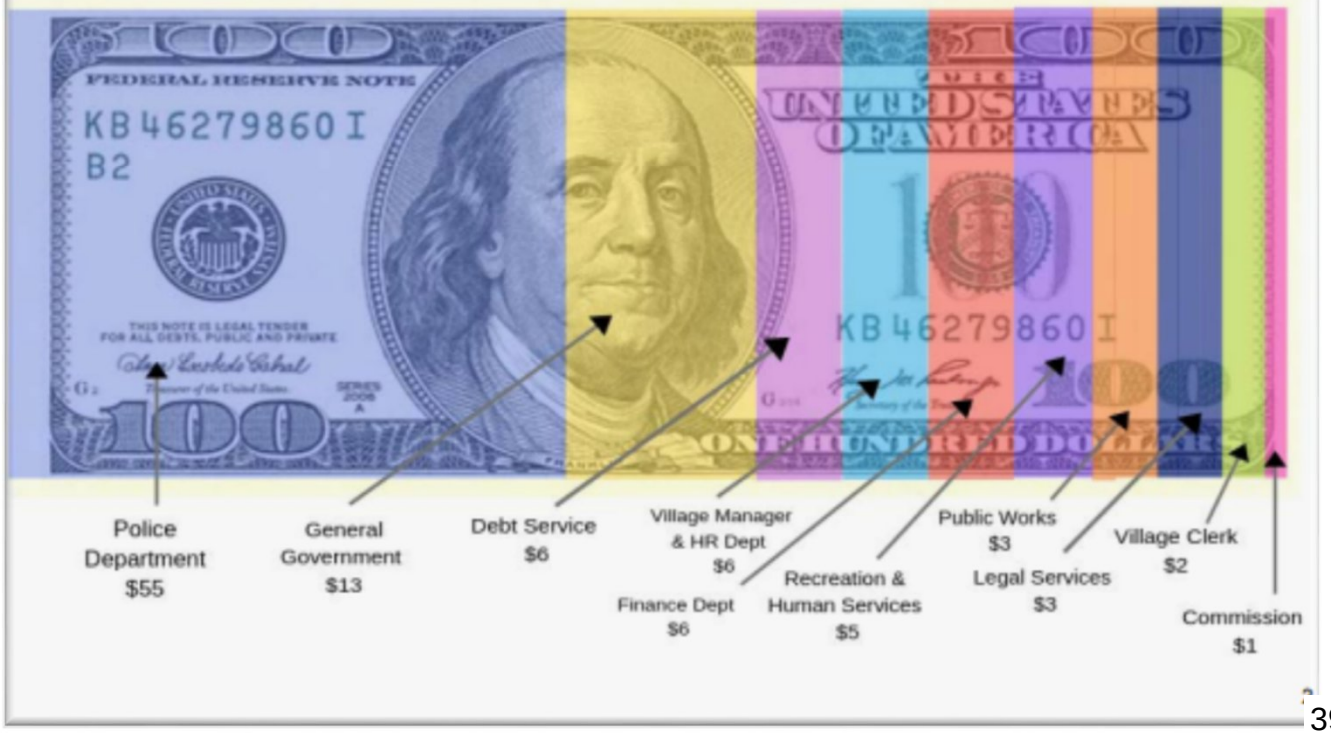
TAX RATE COMPARISON				TAX ROLL COMPARISON	
Fiscal Year	General Fund	Debt Service	TOTAL	Fiscal Year	Taxable Value
1992	4.9900	0.7960	5.7860	1992	$ 201,500,493
1993	5.4000	0.6800	6.0800	1993	$ 200,341,476
1994	5.6200	0.6700	6.2900	1994	$ 197,467,210
1995	5.1120	0.6310	5.7430	1995	$ 205,281,409
1996	5.0730	0.6410	5.7140	1996	$ 209,085,760
1997	5.1190	0.6540	5.7730	1997	$ 212,927,190
1998	4.8870	0.6260	5.5130	1998	$ 221,773,650
1999	4.8870	0.6172	5.5042	1999	$ 227,572,848
2000	4.8870	0.5680	5.4550	2000	$ 240,381,315
2001	5.2300	0.5538	5.7838	2001	$ 248,830,321
2002	5.7642	0.5169	6.2811	2002	$ 253,254,682
2003	5.7642	0.4481	6.2123	2003	$ 293,815,457
2004	5.8094	0.4029	6.2123	2004	$ 324,965,284
2005	5.9250	0.2873	6.2123	2005	$ 502,503,719
2006	5.9783	0.2340	6.2123	2006	$ 606,687,342
2007	5.9000	0.1980	6.0980	2007	$ 726,025,509
2008	4.6697	0.1290	4.7987	2008	$ 979,310,707
2009	4.6697	0.1290	4.7987	2009	$ 1,162,487,427
2010	4.2772	0.5215	4.7987	2010	$ 939,526,353
2011	4.7772	0.5008	5.2780	2011	$ 691,801,219
2012	4.7772	1.2355	6.0127	2012	$ 644,791,383
2013	4.7772	1.2355	6.0127	2013	$ 636,142,982
2014	5.4740	1.0405	6.5145	2014	$ 669,073,746
2015	5.4740	0.8573	6.3313	2015	$ 747,944,185
2016	5.3834	0.8254	6.2088	2016	$ 824,421,583
2017	4.8432	0.7108	5.5540	2017	$ 959,707,508
2018	5.6500	0.6198	6.2698	2018	$ 1,032,057,949
2019	5.5200	0.6263	6.1463	2019	$ 1,079,858,914
2020	5.4992	0.6187	6.1179	2020	$ 1,091,206,289

Where does your tax money go?

What do we *want* from our budget?

WHERE THE VILLAGE USES ITS TAX DOLLARS

Did you know that for every $ 100 the Village receives in taxes and other revenues, $55 (55%) goes to the Police Department, $13 (13%) goes to General Government, $6 (6%) goes to Debt Service Payments, $6 (6%) goes to Village Manager & HR's Department, $6 (6%) goes to Finance Department, $5 (5%) goes to Recreation & Human Services Department, $3 (3%) goes to Legal Services, $3 (3%) goes to Public Works, $2 (2%) goes to Village Clerk's department and $1(1%) goes to Commission.



What can we achieve through budgeting?

Focus of budgeting

- Funds on-going services and initiatives
- Represents priorities of citizens and Commission
- Achieves leverage and efficiencies from existing resources
- Helps prioritize actions

Other avenues

- Define new programming
- Rate and rank desired outcomes
- Plan and prioritize
- Establish policies and procedures

Suggested Improvements to Budgeting Process

- Explicit, *measurable* returns tied to each budget line, derived from a strategic plan.
- Employee bonuses tied in full or in part to departmental budget performance.
- Increased transparency in budgeting including but not limited to:
  - Accessible quarterly reports
  - Quarterly departmental reviews
  - Increased transparency of budget lines and metrics related to measurability and delivery

Goals for FY 2020/2021

- Manager/CFO quarterly report/review of budget progress and building towards FY 2020/2021
- Build 5-year projection incorporating strategic goals and assessing millage rates and potential tax roll scenarios
- Build a strategic plan to grow income across areas including but not limited to tax base, grants and services
- Design a strategic vision and plan around reserve growth
- Reach rollback rate millage

ITEM NO. 12B3

North Bay Village
Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Dr. Ralph Rosado, PhD, AICP, Village Manager

THROUGH:

SUBJECT: Implementation of Travel Policy - *Dr. Ralph Rosado, Village Manager*

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING TRAVEL POLICY; PROVIDING FOR IMPLEMENTATION: AND PROVIDING AN EFFECTIVE DATE

BACKGROUND AND ANALYSIS

Please see attached memorandum and supporting documentation.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING TRAVEL POLICY; PROVIDING FOR IMPLEMENTATION: AND PROVIDING AN EFFECTIVE DATE

WHEREAS, it is recognized that business travel by the North Bay Village (the "Village") Commission and staff is a necessary part of the operation of the Village, for purposes such as, without limitation, advocacy before the United States Congress and/or the Florida State Legislature and Executive Branches, attendance at professional conferences, and other continuing education and/or policy development events;

WHEREAS, while travel is contemplated by the Village's Code of Ordinances, the Village Commission and staff desire to adopt a more detailed policy to ensure compliance with the highest ethical standards; and

WHEREAS, the Commission believes that adoption of the attached policy is in the best interest of the Village.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The travel policy, attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, is hereby approved.

Section 3. Implementation. The Village Manager, Clerk, and Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

Mayor Brent Latham	____
Vice Mayor Marvin Wilmoth	____
Commissioner Jose R. Alvarez	____
Commissioner Andreana Jackson	____
Commissioner Julianna Strout	____

PASSED AND ADOPTED on this _____ day of _____, 2019.

_____
Brent Latham, Mayor

ATTEST:

_____
Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WEISS SEROTA HELFMAN COLE & BIERMAN
AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW

Memorandum

To: Ralph Rosado, City Manager

Cc: Elora Riera, CMC, City Clerk

Via: Daniel A. Espino, Esq.

From: Robert Meyers, Esq.

Date: September 17, 2019

Re: Travel Authorization

You asked our office to review the North Bay Village's (the "Village") travel policy as it applies to its officials. Section 33.010 of the Village Code grants the power to the Mayor and Village Commission to authorize their own travel, as well as that of the Village Manager, the Village Clerk and the Village Attorney in the best interest of the Village. The question presented is whether each elected official can authorize his/her individual travel without an official vote of the Village Commission.

As we understand the facts, the Village Commission authorizes and appropriates travel funds for the elected official as part of the annual budgetary cycle in the amount of $25,000.00. Although there is no current policy describing the formula for distributing these funds, an informal understanding exists whereby each member of the Commission has available $5,000.00 for travel.

Sections 33.001-33.010 of the Village Code offer general guidance on travel and permits the Village Manager to promulgate forms and reasonable rules pertaining to travel as may be necessary to implement these code provisions. If such rules and regulations have been promulgated, they, historically, have not applied to travel by the members of the Village Commission.

The authorization question is relatively simple to address. When the Village Commission exercises its lawful authority by approving the annual budget, it is expressly authorizing the expenditure of funds for the purposes set forth in the Budget Book. Given the fact that the approved budget earmarks funding for travel for the Mayor and the Commission for the year, the Village's elected officials can spend their travel allotment without going back to the Commission for an official vote of the Village Council, provided the member spends no more than the budgeted. If the situation were to arise in which an elected official expects to incur travel costs in excess of $5,000.00, the request for additional funds should be presented to the Village Commission for approval. In some cases, it might require a budget amendment if the total amount likely to be spent by the Commission as whole for the year is more than the budgeted amount. In cases where one or more elected officials will not spent their portion of the travel budget for the year, any interest in redistributing the unused funds to the other elected officials should go before the Village Commission as well.

It is important to note that Village travel funds can only be used for travel in the best interest of the Village. In other words, a valid public purpose for the expenditure of funds must exist, notwithstanding the fact that some incidental private benefit may be obtained by the elected official if Village funds are used to fund the official's travel. Generally, a valid public purpose can be demonstrated so long as there is a benefit to the community of North Bay Village. However, the determination of what constitutes a public purpose is left to the governing body and developing clear guidelines for the use of travel funds will aid in eliminating circumstances whereby travel funds are being used for questionable purposes.

In developing guidelines/policies for travel, the Village should consider the following: authorized individuals; authorized expenses; transportation; meals and lodging; methods of payment and the documentation and internal controls. The Village Code references a process in which receipts shall be submitted to the Finance Director and also gives the Village Manager the authority to prepare a uniform travel voucher to be used by all travelers requesting reimbursement. (See Section 33.008) Once completed, the voucher is supposed to be filed with the Finance Director.

In order to guard against the claim of possible misuse of public funds, it is critical that any travel policy adopted by the Village Commission applies to all Village officials and employees and contains a reimbursement component, which would permit the Finance Director to disallow any expenses not permitted by the policy or which is otherwise inconsistent with state law.

North Bay Village
Travel Policy and Procedure

I. Policy Statement

North Bay Village recognizes the constructive value of professional conferences, seminars, meetings, and training and provides travel funds for Village officials, department managers, and other employees who attend such official events. Village Commission/Staff members shall be entitled to reimbursement for their reasonable expenses associated with travel, meals, lodging and other actual and necessary expenses associated with attending such events in a manner and in the amounts as outlined in this policy. This policy shall apply where Village Commission/Staff members act as official representatives of North Bay Village. The purpose of this policy is to institute additional internal controls and strengthen existing policies by establishing uniform travel rules and procedures for persons authorized to travel on Village business

This policy shall be formally adopted by the Village Commission/Staff, and any changes thereto shall also be adopted by Village Commission/Staff.

II. Definitions

For purposes of this policy, the following definitions shall apply:

A. Events shall mean and include professional conferences, seminars, meetings, and training.
B. Village shall mean North Bay Village.
C. Commission/Staff member shall also include where the Village Commission/Staff members act as representatives of North Bay Village, and any other entity or body duly created by the North Bay Village Commission.
D. Members of the Commission in this policy shall refer to the Mayor, the At-larger Commissioner, the Harbor Island Commissioner, the North Bay Island Commissioner, and the Treasure Island Commissioner.
E. Charter officials in this policy shall refer to Village Attorney, Village Clerk, and Village Manager
F. Non-Charter staff in this policy refers to all employees under the purview of the Village Manager as identified by Village code.

III. Authorization for Travel; Authorized Expenses

Pursuant to Section 33.010, the Commission authorizes the travel of itself and that of the Charter officials by the budgeting of funds in any given fiscal year. For staff, travel on Village business will be authorized by the Village Manager only when the travel is necessary and in the best interest of the Village. Advanced authorization by staff is required when traveling by submitting the appropriate form

to the Village Manager. All documents related to the request must be included (e.g., conference brochures, training course outline, proof of need for course, etc.). Upon approval by the Village Manager, the form must be submitted to the Finance Department. For local travel, travelers are encouraged to carpool with others attending the same training/conference.

Expenses incurred by Village Commission/Charter Officers Staff members engaging and/or participating in the following activities and/or events constitute authorized and reimbursable expenses (as long as other requirements of this policy are also met):

A. Communicating with representatives of regional, state and national government and their various agencies and entities on Village adopted or authorized policy positions;
B. Attending educational seminars designed to improve Village Commission/Staff members' skill and information levels;
C. Participating in regional, state and national organizations whose activities affect the Village's interests (e.g., Florida League of Cities, Miami-Dade League of Cities, National League of Cities, etc.);
D. Attending Village-sponsored events;
E. International travel, with prior approval of Village Commission/Staff.
F. Miscellaneous expenses related to prior approved village policies or activities.

IV. Unauthorized Expenses

The following expenditures incurred by Village Commission/Staff members in the course and scope of their official duties shall not be reimbursed without prior Commission/Staff approval:

A. The personal portion of any trip;
B. Political contributions;
C. Family expenses, including those of a partner when accompanying Commission/Staff member on official business, child or pet care;
D. Entertainment Expenses, including, theatre, shows, movies, sporting events, golf, spa treatments, etc.
E. Non-mileage personal automobile expenses including repairs, insurance, traffic citations;
F. Personal losses incurred while on Village business.

V. Travel

All travel on Village business shall be planned to provide for the most economical mode of transportation reasonably available. Reasonable travel modes include:

- Air
- Private car
- Village-owned car

Travel expenses shall be allowed or reimbursed for days actually spent on Village business, for programmed days of a conference or meetings, and for time spent in travel to and from these events. Expenses shall be computed for the days of the conference or event attended and for travel days not to exceed one day before and after the event and shall be allowed only if time and/or travel schedules prohibit travel at reasonable hours on the actual beginning and ending days of a conference. Reasonable hours are defined as between 7 a.m. and 11 p.m. Reimbursement for more than one day of travel to and from the destination must be approved in advance by the Village Commission or by the Village Manager for non-charter staff.

A. *Air Travel*

Allowable costs for air travel shall be calculated by using the shortest and most direct route with the least number of en-route stops. All air travel shall be booked as far in advance as possible, so as to receive the lowest fares possible except where the lowest fare is for an overnight flight, which may be chosen by the individual but is not required. Commission/Staff members shall use government and group rates for travel offered in conjunction with the event when available. A Commission/Staff members shall not be reimbursed for the cost of first-class air travel except in extraordinary circumstances and approved by the Village Commission/Staff.

B. *Village Car*

Use of a Village-owned car is considered more economical than a private car. However, such use is limited to the availability of a pool car and is not mandatory.

C. *Use of Private Vehicle*

1. If a personal vehicle is used for travel, reimbursement shall be based on the lesser of the following two costs:

401

(a) The least-cost round-trip air travel available, or
(b) The allowable per mile cost, as defined in the Internal Revenue Code (with annual adjustments in the Internal Revenue Code), from North Bay Village.

2. Mileage reimbursement must still be reported on the Travel and Expense Claim Form and Report.

D. *Use of Village-Owned Vehicle*

There shall be no allowance or reimbursement for transportation when a Village-owned vehicle is used. However, any out-of-pocket expenses, including gas or maintenance costs incurred in operating the vehicle shall be reimbursed upon presentation of receipts.

VI. Lodging

A. *Local Accommodations*

Except where necessary and where approved in advance by the Commission, when possible, at a publicly noticed meeting, the Commission/Staff members will not be reimbursed for hotel expenditures incurred for events occurring within a ten (10) mile radius of North Bay Village except where the event ends begins before 8:00 a.m. or after 10:00 p.m. In the event reimbursement is warranted, such reimbursement shall be only for the reasonable rate of said accommodations as set forth below.

B. *Non-Local Accommodations*

All Commission/Staff members traveling outside the ten (10) mile radius of North Bay Village shall be reimbursed the reasonable cost of the lodging and may either use a Village-issued credit card, or be reimbursed for personal funds expended upon return from the trip. Reimbursable days for lodging requests should correspond to the foregoing travel policy regarding dates of arrival and departure. Commission/Staff members are authorized for reimbursement for hotel accommodations for single occupancy.

C. *Reasonable Rates for Lodging*

Where the lodging is in connection with a conference or other organized educational activity, reimbursable lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, providing that lodging at

the group rate is available at the time of booking. If the group rate is not available, the Commission/Staff member shall be entitled to reimbursement for actual costs of lodging that is comparable in location and quality.

Where lodging is necessary for an activity that is not related to a conference or other organized educational activity, reimbursement shall be provided at the rate established by the Internal Revenue Service for the community in which the activity takes place unless there are no lodging facilities in reasonable proximity to the activity which offer that rate at the time of booking. In the event, there are no such lodging facilities available at the IRS reimbursement rate; reimbursement shall be at the actual lodging rate so long as the activity has been approved by the Village Commission for Commission and Charter officers, the Village Manager must approve rates for non-charter staff. In the event there is not enough time to seek prior approval of the activity, the Commission or Charter officers shall seek approval of the activity by the Commission as soon thereafter as reasonably possible. In the event the Commission/Staff does not approve the activity for which the expenditure was made, the Commission/Staff member shall not be reimbursed therefor may need to reimburse the Village.

D. *Miscellaneous Expenses*

Village Commission/Staff members shall be entitled to reimbursement for miscellaneous expenses incurred in the performance of their duties and in the course and scope of their activities as Commission/Staff members and which are reasonably related to Village business including:

1. Actual cost of telecommunication and fax charges when Commission/Staff members are away from Village Hall
2. Actual cost of telephone expenses, however, Commission/Staff members should endeavor to use Village provided calling cards if possible or a Village-issued cell phone, if possible.
3. Reasonable laundry and/or dry cleaning charges when necessarily related to the activity while traveling on Village business;
4. Other miscellaneous charges reasonably related and necessary to the activity, including gratuities, parking, shuttle and taxi charges.

VII. Meals

Village Commission/Staff members shall be entitled to reimbursement for meals and associated gratuities in an amount equivalent to the per diem rate provided to Village employees. However, they shall be required to submit actual receipts documenting the expense as set forth below. Where the community standards and/or prevailing restaurant costs of the area exceed the per diem rate, Commission/Staff members shall be reimbursed for the actual costs of such meals and associated gratuities. Alcohol and bar expenses shall not be compensated without prior approval by the Village Commission.

Where Commission/Staff members are attending a conference or other organized educational activity, and a meal or meals are provided as part of the activity, Commission/Staff members shall not be reimbursed for any separate meal unless dietary needs require that the Commission/Staff member purchase a different meal and/or Village-related business necessitates that the Commission/Staff member misses the hosted meal.

Commission/Staff members who host a meal or meals in conjunction with a Village-related business activity shall be reimbursed for the actual costs of the meal and associated gratuities in accordance with the IRS schedule for the community in which the meal is eaten.

VIII. Compensation for Non-Exempt Employees

A. In most circumstances, travel time counts as working time for non-exempt employees and consequently, must be counted towards the calculation of overtime. A traveler engaged in local travel will be paid for time spent commuting to and from the training/conference in accordance with the following:

1. When an employee is driving, all time spent operating the vehicle will be considered working time.
2. When an employee is on a common carrier or a carpool passenger, all time spent in the vehicle will be considered work time.
3. The time a traveler would normally spend commuting to and from work will be deducted from working time hours (e.g., if the traveler normally takes 20 minutes to report to work, the Village will deduct a total of 40 minutes from the accrued working time hours).
4. Meal breaks will be excluded from the hours counted as working time.
5. Leisure time will not be counted as working time.

B. Travelers are required to take the most reasonable and customary mode of transportation and the most efficient route, which is the most direct or economical, depending on the circumstances (e.g., the traveler should not take local roads in lieu of the Florida Turnpike or other major expressways that allow for a shorter travel time).

IX. OVERNIGHT TRAVEL HOURS FOR NON-EXEMPT EMPLOYEES

A. Travel time for overnight travel has certain rules that differ from local travel requirements. As such, a non-exempt traveler approved for overnight travel will be paid for time spent commuting to and from training/conference in accordance with the following:

1. When the employee is driving, all time spent operating the vehicle will be considered work time.
2. When the employee is a passenger on a common carrier or in a carpool, only travel occurring during the employee's regular work hours will be considered work time. (e.g., a traveler who normally works 9am - 6pm, Monday through Friday, will be paid one (1) hour if he takes a 5pm commercial flight on Sunday evening).
3. Travel from hotel to the training/conference facility is not working time.
4. The time a traveler would normally spend commuting to and from work will be excluded (e.g., if the traveler normally takes 20 minutes to report to work, the Village will deduct 40 minutes from the travel time).
5. Meal breaks will be excluded from the hours counted as time worked.
6. Leisure time will not be counted as time worked (e.g., traveler arrives early to the conference and passes the time by talking with other conference attendees)

Travelers will be required to accurately account for their time during travel to a training/conference, and must provide a completed a "North Bay Village Travel Time Sheet" by 12:00 p.m. the next business day following their return. Time should be calculated by rounding up the nearest quarter hour.

X. Expense Reports

In order to receive reimbursement Commission/Staff members shall complete and submit to the Department of Finance a North Bay Village Travel and Expense Claim Form and Report (Expense Report) within a reasonable time after incurring the expense and in any event no later than 30 days thereafter. The expense report shall be accompanied by all receipts documenting each expense, including those acquired from the use of a Village credit card.

The Commission/Staff member shall verify that the expenses for which reimbursement is sought were incurred on behalf of the Village in the performance of official duties and that they meet the policies established in this policy.

Commission members and Charter officials shall provide a brief written report on meetings attended at the expense of the Village at the next regular meeting of the Commission. If multiple Commission/Staff members attended the same event, a joint report may be made.

All documents related to reimbursable expenditures, including but not limited to the Expense Report and actual receipts are public records subject to disclosure under the Florida Public Records Statues of Chapter 119. Any personal information including credit card numbers contained on any receipts may be redacted before publicly releasing such records.

XI. Credit Card Use

Use of a Village-issued credit card shall be permissible for the reimbursable expenses listed herein. The credit card may not be used at any time for personal expenses, even if the Commission/Staff member subsequently reimburses the Village. Use of Village-issued credit cards shall be governed by separate policy.

XII. Policy Violations

Violations of this policy including falsifying expense reports may result in any or all of the following: (1) loss of reimbursement privileges, (2) demand for restitution to the Village, (3) any other applicable state and federal penalties, including criminal prosecution.

ITEM NO. 12B4

North Bay Village
Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Sandra Siefken, Chief Financial Officer

THROUGH:

SUBJECT: Implementation of Credit Card Policy - ***Sandra Siefken, Chief Financial Officer***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING VILLAGE-ISSUED CREDIT CARD POLICY; PROVIDING FOR IMPLEMENTATION: AND PROVIDING AN EFFECTIVE DATE

BACKGROUND AND ANALYSIS

North Bay Village has issued this credit card policy and procedure to guide the users of village credit cards. This document contains policies and procedures to be followed by Mayor, Commission and employees whose duties require them to perform credit card transactions. The contents of this document are applicable to all staff performing duties as part of their role at North Bay Village. Employees who are involved in credit card transactions should be familiar with this policy and procedure.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE

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

Date: October 4, 2019

CREDIT CARD POLICY

I. PURPOSE

This policy establishes the basis for the Village's credit card program. The credit card program is designed to improve efficiency in processing purchases from any authorized vendor that accepts the Village's credit card.

This program will allow the cardholder to purchase approved travel expenses and services directly from vendors. Each credit card is issued in the name of the Mayor, Commission or Staff who is responsible for its use and "North Bay Village" is clearly shown on the card as the governmental buyer.

II. OBJECTIVES

- To provide an efficient method of purchasing and paying for travel expenses.
- To reduce the use of purchase orders, accounts payable edits and petty cash whenever possible.
- To ensure credit card purchases are in accordance with the Village's Purchasing & Travel Policies.
- To reduce staff time involved in processing transactions.
- To ensure that the Village bears no legal liability from inappropriate use.
- To provide for disciplinary action if the credit card is misused.

III. AUTHORIZATION

All requests for credit cards must be directed through the Village Manager.

Before a Credit Card is issued, the Mayor, Commission or Staff, must receive, read, and sign the Credit Card Policy form.

By signing the Credit Card Policy form, the Mayor, Commission or Staff affirms that he/she has read and is familiar with the rules, regulations, and procedures as stated in the *Credit Card Policy.*

Credit Cards may be used only by the person whose name appears on the face of the card and may not be loaned to or used by any other person. The account number must not be

given to any individual other than the vendor from whom the Mayor, Village Commission or Staff is making a purchase.

IV. RESPONSIBILITIES

The following are the responsibilities of:

A. Card holder:
- Hold and secure credit card
- Comply with all purchasing and travel policies
- Collect and save all sales receipts/invoices
- Identify disputed charges
- Make sure vendor's are aware of our tax exemption
- Notify the Finance office immediately of lost, stolen, or other cards requiring termination.

B. Credit Card Processing Procedures:
- Match receipts with monthly card statement
- Review and reconcile statement, & provide all receipts by the 20th day of the month.
- While personal purchases on the Village card is strictly prohibited, if a personal purchase is accidently made, the Mayor, Commission or Staff is expected to reimburse the Village by the 20th day of the month the charge shows up on the individual statement.
- If by the 20th day of the month all prohibited purchases are not paid by the cardholder, the Village Manager shall advise the Mayor, Commission or Staff of the unreimbursed charges.

C. Credit Card Administrator
- Coordinate issuance and cancellation of cards
- Provide training to all new cardholders and periodic refresher training classes, as needed
- Participate in billing dispute resolution
- Maintain procedures and cardholder guides/manuals
- Conduct annual inventory of credit cards
- Approve requests for credit cards submitted by Department Director/CFO
- Coordinate program policy issues

D. Accounts Payable
- Receive approved monthly expense reports from all cardholders
- Receive consolidated statement from the financial service provider
- Confirm that all charges are authorized by Department Director

- Notify department head when approved monthly statements are not received
- Pay all monthly charges from consolidated statement
- Process accounting data
- File and store relevant paperwork
- Administer 1099 reporting if required

V. LIMITS AND RESTRICTIONS

The credit card is for official Village business only. The purchase of goods or services for the employee's personal use is strictly prohibited. The purchase of tobacco products, alcohol or obtaining a cash advance is strictly prohibited. The spending limit for should be in accordance with the approved budget.

"Inappropriate or illegal use of the credit card and/or failure to strictly comply with the limitations and requirements set forth in the "Credit Card Policy" may result in a loss of credit card privileges, personal responsibility for any and all inappropriate charges, and/or possible referral to law enforcement authorities."

VI. TRAVEL AND TRAVEL RELATED CHARGES

All travel for Mayor & Commission shall be coordinated by the Village Clerk's office and all travel for Staff shall be coordinated by their assigned department. The Village Clerk's office and Staff will determine the most cost effective methods of travel and make all hotel, airline, rental car, and conference reservations. Expenditures for the following reimbursable travel expenses are **prohibited** from being charged on the purchasing card:

- Room Service
- Gift Shop purchases
- Telephone charges

Purchases for conference registrations/classes, airline tickets, rental cars, and hotels are permissible.

The individual traveler needs to submit the appropriate Travel Request to the Corresponding Office. Please note that a copy of the completed travel form and copies of any trip-related receipts charged to the credit card must be submitted with the monthly department credit card reconciliation.

VII. TAXES

Most purchases are exempt from sales tax. The Cardholders must ensure that sales tax has not been added to the receipt or request that a credit be processed. Some Internet purchases will require the cardholder to call a customer service (contact us) number on the company's website in order not to have taxes placed on the order; it is the responsibility of the

cardholder to ensure that this occurs. Cardholders using a purchasing card out of state may be subject to that state's tax law.

VIII. BACKORDERS

A backorder must be processed as a separate transaction. The Village will only pay for goods received at the time of purchase.

IX. LOST OR STOLEN CARDS

If a card is lost or stolen, immediately contact number in the back of the credit card and the CFO. Verbal reports of a lost or stolen card must be confirmed by e-mail to the Village's CFO.

X. CREDITS/RETURNS

Merchandise returned must be credited to the Village's account to which the transaction was charged. Cardholders are not authorized to receive a cash payment or store credit for returned merchandise. It is the responsibility of the user department to assure that credits for returned merchandise are properly applied to the monthly account statement.

XI. DISPUTES/ERRONEOUS CHARGES

It is the responsibility of the cardholder to document and resolve disputes and erroneous charges directly with the vendor. In most cases, disputes can be resolved in this manner. If a dispute cannot be resolved, a Statement of Disputed Item must be submitted to Credit Card Company no later than 60 days after the billing cycle in which the dispute first appears.

XII. RECORD KEEPING/RECEIPTS

It is the responsibility of the cardholder to obtain transaction receipts for all purchases. Sales receipts must be obtained whether a purchase is made in person or via telephone, fax, mail, or over the Internet. It is the card holder's responsibility to assure that the description on the sales receipt or is legible and clearly describes the purchase. These receipts will be used to balance the monthly statement and be part of the documentation kept on file to substantiate the payment process.

Documentation maintained must be accurate, accessible and complete, as it not only records the transaction, but also supports the legitimate business purpose of the purchase. In addition to sales receipts, the following are additional examples of supporting documentation:

- Subscription or dues forms
- Conference registration forms
- Cash register receipts

In the event all efforts to obtain documentation of a transaction have failed, the cardholder must attach a written description of the purchase along with a signed certification that the purchase was made in accordance with Village Travel Policy.

XIII. LEAVING NORTH BAY VILLAGE

Upon leaving elected office as Mayor, Commission or Staff, the Village purchasing credit card shall be cancelled and the card returned to either the Village Clerk or Village's CFO.

XIV. BILLING STATEMENTS/MONTHLY DEPARTMENT CREDIT CARD RECONCILIATION

Cardholders must reconcile and submit a monthly expense report. All transactions must have a detailed receipt.

I have been issued a Credit Card from North Bay Village. I have also received the **"Credit Card Policy"** which outlines the basic rules that I must follow while using the card. I understand that the credit card is to be used for North Bay Village purchases only and personal use of the card is strictly prohibited.

I also understand that any "Inappropriate or illegal use of the credit card and/or failure to strictly comply with the limitations and requirements set forth in the "Credit Card Policy" may result in a loss of purchasing card privileges, personal responsibility for any and all inappropriate charges, and/or possible referral to law enforcement authorities."

Name: _____
Please Print

Signature:_____

Date:_____

PRE-APPROVAL FORM FOR
TRAVEL AND ADVANCE FUNDS REQUEST

NAME:	
DEPARTMENT:	
PURPOSE:	
DESTINATION:	
ACCOUNT TO BE CHARGED:	
DATES OF TRAVEL:	**FROM** **TO**

ANTICIPATED EXPENSES	VILLAGE PRE-PAY	REIMBURSEMENT	TOTAL
REGISTRATION FEE (CONFERENCE)			$ -
GROUND TRANSPORTATION:			$ -
PRIVATE AUTO MILEAGE (APPROX.)			$ -
MILEAGE REIMBURSEMENT: -		-	$ -
RENTAL VEHICLE			$ -
PUBLIC TRANSPORT. (TAXI, UBER,ETC.)			$ -
OTHER (TOLLS, PARKING, ETC.)			$ -
AIRPLANE FARE			$ -
HOTEL (Number of nights ____) Rate $			$ -
MEALS & TIPS PER DAY ($75.00 LIMIT)		$ -	$ -
TOTAL ESTIMATED EXPENSE	$ -	$ -	$ -

TOTAL PREPAID FUNDS PROVIDED	**$ -**
TOTAL REIMBURSEMENT	**$ -**

(Receipts must be submitted for use of advanced and for requests for reimbursement)
**If mileage reimbursement is submited, please attach mapquest or google maps to verify.*

TRAVEL AND ADVANCED FUNDS APPROVAL:

EMPLOYEE SIGNATURE	DEPARTMENT HEAD
Date	Date
CFO	VILLAGE MANAGER
Date	Date

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING VILLAGE-ISSUED CREDIT CARD POLICY; PROVIDING FOR IMPLEMENTATION: AND PROVIDING AN EFFECTIVE DATE

WHEREAS, it is recognized that the North Bay Village (the "Village") Commission and staff may incur business expenses as part of the execution of their duties and or implementation of Village services, programs or projects; and

WHEREAS, the Village has decided that issuance of credit cards to certain employees is an efficient means to make certain purchases; and

WHEREAS, the Village Commission and staff desire to adopt a more detailed Village-issued credit policy to ensure compliance with the highest ethical standards; and

WHEREAS, the Commission believes that adoption of the attached policy is in the best interest of the Village.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The credit card policy, attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, is hereby approved.

Section 3. Implementation. The Village Manager, Clerk, and Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

Mayor Brent Latham	____
Vice Mayor Marvin Wilmoth	____
Commissioner Jose R. Alvarez	____
Commissioner Andreana Jackson	____
Commissioner Julianna Strout	____

PASSED AND ADOPTED on this _____ day of _____, 2019.

_____
Brent Latham, Mayor

ATTEST:

_____
Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

ITEM NO. 12B5

North Bay Village
Recommendation Memorandum

DATE: **October 15, 2019**

TO: **Honorable Mayor, Vice Mayor and Members of the Village Commission**

FROM: **Elora Riera, Village Clerk**

THROUGH:

SUBJECT: **Advisory Board Appointments - *Elora Riera, Village Clerk***

RECOMMENDATION

Replace Appointment on the Resident Services Board

BACKGROUND AND ANALYSIS

Resident Services Board Member Faith Swan was appointed on 3/12/2019 and has not attended a meeting. It is at the request of the Board to appoint someone to replace her. (1 application attached. Please note that this Board was formerly the Youth and Education Services Board).

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

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

BOARD/COMMITTEE APPLICATION

NAME Priscilla Salvador DATE 03-12-19

MAILING ADDRESS 1555 N. Treasure Dr. #515, N. Bay Village, FL 33141

EMAIL psalvador8@hotmail.com TELEPHONE # 305-773-1976

VILLAGE RESIDENT: YES ✓ NO _____ HOW MANY YEARS 14

BUSINESS OWNER: YES _____ NO ✓ PAST OR PRESENT ~~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 BOARD		COMMUNITY ENHANCEMENT BOARD	
ARTS, CULTURAL & SPECIAL EVENTS BOARD		PLANNING & ZONING BOARD	
BUSINESS DEVELOPMENT ADVISORY BOARD		YOUTH & EDUCATION SERVICES BOARD	✓
CITIZENS BUDGET AND OVERSIGHT BOARD		SPECIAL NEEDS ADVISORY BOARD	
SIGNAGE REVIEW COMMITTEE		ADVISORY CHARTER REVIEW BOARD	

ARE YOU A REGISTERED VOTER? YES ✓ NO ____

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES ____ NO ✓

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:
TIES PTA Newletter Designer

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'm a compassionate and empathetic individual and in all the business settings I've been in those skills have been beneficial to the end goal.

(Board Meetings are scheduled during evening hours. All Board Members are required to disclose their Financial Interest annually. Additionally, (4) 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. Verification of residency (Copy of Driver's License/ID) and North Bay Village Voter is required.

ITEM NO. 12B6

North Bay Village
Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Mayor Brent Latham

THROUGH:

SUBJECT: Request for Action from Sustainability and Resiliency Task Force - Amicus Brief

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RECOMMENDATION

BACKGROUND AND ANALYSIS
Please see attached request for action memo.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None.

PERSONNEL IMPACT
None.

North Bay Village

SUSTAINABILITY AND RESILIENCY TASK FORCE

REQUEST FOR ACTION MEMORANDUM

At the Sustainability and Resiliency Task Force meeting held on 09/25/2019, the Task Force would like to propose the following recommendations to the Village Commission:

1. The approval of filing an AMICUS BRIEF on behalf of the City of Coral Gables in their Supreme Court fight for allowing the ban of Plastic Bags. This was approved for the second time by the unanimous (5/0) decision of the NBV Task Force as it directly affects our passed Single Plastic Use Ordinance. Furthermore, the State's interference of our local actions by the use of Pre-emption on our Home Rule needs to stop. As Governor DeSantis said, Local Government needs to be allowed to make the rules that most effectively work for them without interference of the State. If the residents oppose those decisions let them vote the elected officials out of office.

ITEM NO. 13A

North Bay Village
Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ben Smith, Village Planner

THROUGH:

SUBJECT: Construction Activity Extensions - ***LaRue Planning***

RECOMMENDATION

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 96.15 OF THE VILLAGE CODE OF ORDINANCES, ENTITLED, "CONSTRUCTION ACTIVITY," BY ALLOWING THE VILLAGE MANAGER TO AUTHORIZE EXTENSION OF CONSTRUCTION HOURS; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

BACKGROUND AND ANALYSIS

Staff was directed to provide a comparative analysis of allowable construction activity times and the associated fees for extended construction hours for North Bay Village and other nearby jurisdictions. Information was gathered from Municode.com as well as phone and email correspondence with municipal staff. The main areas of interest were:

- Days and times when construction activity/construction noise is allowed
- Processes for allowable exceptions to the standards
- Fees associated with the exceptions to the standards

A matrix is attached which provides a summary of the adjacent jurisdictions' codes compared with the Village's. Out of eleven communities compared, North Bay Village, Bay Harbour Islands and Surfside are the only governments that do not allow outside construction activities at all on Saturday. The communities of Coral Gables, Miami, Miami Beach, Bal Harbor, Sunny Isles Beach, Miami Shores, North Miami Beach and West Miami vary in terms of times allowed for Saturday construction, though it is generally permissible. Some of these communities have maximum noise level criteria and other

restrictions. Most of the communities surveyed prohibit outside construction on Sundays and holidays.

Some of the surveyed communities allowed exceptions to perform non-emergency construction activities or allow construction noise outside of the designated times, usually with manager approval. For several jurisdictions, the fees are not codified and are determined on a case-by case basis. Coral Gables based their fees on the necessity of city personnel that might have to be present at the construction site. Sunny Isles Beach charges $75 as a non-refundable application fee and $50 per hour with a minimum of three hours charged per location.

Currently, Village Code Section 96.15 only allows construction activity from 8am to 5pm on weekdays, except in cases of emergency. However, Village Code Section 151.11(A)(46)(C) provides a fee for after-hours non-emergency construction work and possibly Saturday activity as follows:

Weekend or after hours work fee: Conducting construction work after 5:30 p.m. on Saturdays, per day upon approval by Village Manager. No work allowed on Sundays 250.00

Staff is now recommending a code amendment to Section 96.15 to clarify that the Manager is clearly authorized to allow additional non-emergency construction times for a fee that is based on the expected consumption of Village resources and staff time. Additionally, the fee that is currently listed under Section 151.11 is proposed to be removed from the Code.

Staff received a recommendation from the P&Z Board that this ordinance be approved with the revisions:

- A requirement for notification of property owners within a 100-foot radius of the construction site; and
- That non-emergency construction hours may be approved throughout the Village. (The draft presented to the P&Z did not allow for non-emergency construction activity to be approved in the single family districts.)

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
The Village may accrue additional construction activity fees.

PERSONNEL IMPACT
Village staff and vendors may expend additional hours supervising construction activity. The fees collected should be commensurate with the amount of staff and vendor hours spent.

MUNICIPALITY	CODE SECTION	CONSTRUCTION PERMITTED	EXCEPTIONS	FEES
North Bay Village	§ 96.15 - Construction activity	(A) It shall be unlawful for any person to conduct any new building construction operations on Saturdays and Sundays except in case of emergency as defined in division (B) below. On Monday through Friday, it shall be unlawful between the hours of 5:00 p.m. and 8:00 a.m. to operate or use any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist, power or hand saw, hand hammer, or other apparatus, machine, or tool, the use of which causes or is attended by loud or unusual noise, except in case of emergency as defined in division (B) below. (B) For the purpose of this section the following definition shall apply unless the context clearly indicates or requires a different meaning. "Emergency." Any circumstance or occurrence, the existence of which constitutes, causes, or threatens to cause a clear and present danger of loss of life or property or unjustified economic loss, or constitutes a menace to adjacent property or residents or a general threat to the public health, welfare, safety, and morals of the community. (C) The Village Manager is empowered to determine and declare that an emergency condition exists within the definition contained in division (B) above and authorize the construction activity at times other than allowed herein only as is necessary to meet the emergency.		
	§ 151.11 - Permits; fees			(46) The following fees shall be charged in additional to the permit fees set forth above: C. Weekend or after hours work fee: Conducting construction work after 5:30 p.m. on Saturdays, per day upon approval by Village Manager. No work allowed on Sundays 250.00
Bay Harbor Islands	§12-26 - Permissible hours for construction activity and landscaping	(a) Construction activity. Construction activity is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. No construction activity is permitted on Saturdays or Sundays, except for watering in connection with dust mitigation. (b) Interior repair and maintenance activity. Repair and maintenance activity inside a dwelling is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. Repair and maintenance activity inside a dwelling is permitted on Saturdays between the hours of 10:00 a.m. and 5:00 p.m., provided that the activity does not result in audible noise outside the dwelling.		No fees listed
	§12-25 - Permits		(1) Authorized. Upon written application to the town manager or his designee submitted a minimum of seven days prior to the event or project at which noise levels are expected to reach the level of a noise disturbance, a permit may be granted exempting an individual from the prohibitions or hour restrictions contained in this article, subject to such conditions as the town manager may impose. The decision of the town manager shall be final and not subject to appeal, except by writ of certiorari in accordance with law.	

MUNICIPALITY	CODE SECTION	CONSTRUCTION PERMITTED	EXCEPTIONS	FEES
Coral Gables	§105-28 - Construction and dredging, at night on weekend days and holidays	Construction (i.e., pile driving operations, demolition, excavations, concrete pours, etc.) is prohibited on weekends and holidays as set forth in this section. No construction, alteration or general repair of any building, structure, or other item for which a permit to construct, alter or repair is required by any ordinance of the city shall be done in the city before the hour of 7:30 a.m. or after 6:00 p.m. on any Monday, Tuesday, Wednesday, Thursday or Friday. No construction work shall be performed on any Saturday before the hour of 9:00 a.m. and after the hour of 5:00 p.m. No exterior construction shall be performed on any Saturday, at any time, in the city's residential zones or within 100 feet of said zones, except: (1) Work being performed by a property owner/resident under an owner-builder permit; (2) Work being performed by a property owner/resident that does not require a permit; and (3) Power/pressure cleaning of sidewalks, driveways or roofs. No construction, alteration or repair of any building, structure or other item shall be done on any holiday as established by the federal government and on the date observed by the federal government and as established by section 1-2 (which includes December 24th, irrespective of when it is observed by the city).	(g) Exceptions. Any construction, alteration or repair, being performed by the city, whether interior or exterior, is expressly exempt from this section. The city manager may issue special permits for exterior construction on Saturdays, within 100 feet of residential zones, on Sundays and holidays for specific projects, as necessary. The city manager may also allow for exterior construction on Saturdays, that is not already exempt in any other part of this section, in residential zones, for exceptional circumstances.	Building Division has a Permit titled: "Request for construction work outside city approved construction hours." Online application must be submitted 2 business days prior to work. Reviewed by all departments. Fee based on necessity of personnel involved
Miami	§36-6. - Construction equipment	Prohibition; definitions. Operating or permitting the operation of any tools or equipment used in construction, drilling, or demolition work such as pile drivers, steam shovels, pneumatic hammers, pumps, or other like equipment is prohibited: (1) Between the hours of 6:00 p.m. and 8:00 a.m. the following day on weekdays, or at any time on Sundays or holidays, such that the sound therefrom creates a noise disturbance across and at a residential district boundary or within a noise sensitive zone, except for emergency work of public service utilities or by special permission issued pursuant to subsection (c). (2) At any other time such that the sound level at or across a real property boundary exceeds a reading of 0.79 weighted average dBA for the daily period of operation. Such sound levels shall be measured with a sound level meter manufactured according to standards prescribed by the American National Standards Institute. (b) Definitions. Holidays, as used herein, shall mean those days designated by the United State Congress as legal public holidays, except that whenever any such day shall fall upon a Sunday, the Monday next following shall be deemed a public holiday for purposes of this section.	(c) Exception. The city manager is hereby authorized to permit the operation and use of any of the above construction machinery during the aforesaid prohibited periods of time in the event that such operation or use is required to eliminate or reduce any dangerous or hazardous condition which endangers life or property.	Awaiting response from Building Department.

Miami Beach	§46-156. - Temporary permits	Construction. When construction activities pursuant to a valid building permit cannot be carried out in a manner which would comply with section 46-152, notwithstanding that all equipment is operated in accordance with manufacturer's specifications, is in good repair and utilizes all noise baffling methods as specified by the manufacturer, such activities shall occur only as follows: a. Between the hours of 7:30 a.m. and 6:30 p.m., and between the hours of 7:30 a.m. and 7:30 p.m. during daylight savings time, on any day in areas zoned as CCC, GU, I-1, MR, CPS-1, CPS-2, CPS-3, CPS-4, RO, WD-1, WD-2, GC, HD, MXE, CD-1, CD-2 and CD-3. Construction noise that violates section 46-152 shall not be permitted on Sundays or on national holidays in the zoning districts set forth in this subsection. b. Between the hours of 8:00 a.m. and 6:00 p.m. on weekdays and 10:00 a.m. and 4:00 p.m. on Saturdays in areas zoned as RM-1, RM-2, RM-3, RM-PRD, RPS-1, RPS-2, RPS-3, RPS-4, RMPS-1, RS-1, RS-2, RS-3, RS-4, RO, TH and in any exclusively residential zoning district not otherwise specified in this subsection and within 300 feet of any of these zoning districts. On Sundays and national holidays, construction shall not be permitted before 10:00 a.m. or after 4:00 p.m. and construction noise that violates section 46-152 shall not be permitted between 10:00 a.m. and 4:00 p.m. in the zoning districts set forth in this subsection or within 300 feet thereof, except that in buildings with occupied apartment units, as defined in section 114-1 of this Code, no construction shall be allowed on Sundays or national holidays	However, the city manager may authorize any necessary construction activities to occur earlier and/or later than as otherwise provided in this subsection based upon a finding that: 1. There are no reasonable alternatives; 2. There are no prior code violation adjudications or fines and no pending construction noise violation cases against the property owner, contractor, or the construction site; and 3. There is a significant community need, public purpose or benefit. The work authorized by the city manager may be conditioned upon reasonable notice to surrounding property owners and tenants. Permits issued pursuant to such authorization shall not exceed seven consecutive days.	No fees listed
	§46-152. - Noises; unnecessary and excessive prohibited	(k) Power tools and landscaping equipment. The operation of noise-producing lawn mowers, lawn edgers, weed trimmers, blowers, chippers, chain saws, power tools and other noise-producing tools which are used to maintain or at a residence out-of-doors between 8:00 p.m. and 8:00 a.m.		
Bal Harbor	§11-32. - Construction Noise in the "B" Business District	(b) Regulations. Construction Noise in the "B" Business District shall conform to the following regulations: (1) Prohibited Hours of Construction: Construction Noise is prohibited from 4:00 p.m. Saturday through 8:30 a.m. Monday, and all day on New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Memorial Day, Veteran's Day, Good Friday, Yom Kippur, Rosh Hashanah, and Christmas Day. Construction activities that occur completely within the exterior walls of a Building may occur within the prohibited hours of construction so long as Construction Noise does not exceed 55 decibels when measured from a Noise Receptor Site. (2) Permitted Decibel Levels: The Permitted Decibel Level of Construction Noise shall not exceed the following limits during the specified times, when measured from a Noise Receptor Site: a. Night: 55 decibels from 6:00 p.m. Monday through Thursday to 8:30 a.m. the following day, and from 6:00 p.m. Friday to 10:00 a.m. Saturday, and b. Day: 80 decibels from 8:30 a.m. to 6:00 p.m., Monday through Friday, and from 10:00 a.m. to 4:00 p.m. Saturday.	Deviations. A Permit Applicant may seek the prior written consent of the Village Manager to make Construction Noise for a limited time during the prohibited hours or in excess of the Permitted Decibel Levels.	No fees listed

Sunny Isles Beach	§193-6. - Limitations on construction noise.	Except as provided herein, no person or entity shall operate construction tools and equipment except between the following hours: A. Standard time: 7:00 a.m. to 6:30 p.m. Monday through Thursday, 7:00 a.m. to 5:00 p.m. on Friday, and 9:00 a.m. to 5:00 p.m. on Saturday. B. Daylight saving time: 7:00 a.m. to 7:00 p.m. Monday through Thursday, 7:00 a.m. to 5:00 p.m. on Friday, and 9:00 a.m. to 5:00 p.m. on Saturday. C. Prohibited acts: No construction activities shall take place on Sunday and on the following holidays: New Year's Day, Fourth of July, Labor Day, Yom Kippur, Thanksgiving Day, and Christmas Day		
	§193-8. - Waiver for construction noise.		The limitations in § 193-6 of this chapter may be waived by the City Manager in the case of exceptional circumstances; provided, however, that no such waiver shall be granted unless the City Manager finds that: (1) The party seeking the waiver will suffer a unique hardship and/or practical difficulty unless the waiver is granted; (2) The granting of a waiver will not cause a substantial or undue adverse impact upon adjacent property or upon the public health, safety and welfare; (3) That the activity, operation, or noise will be temporary in duration; and (4) That no reasonable alternatives is available to the party.	
	§193-9. - Permits for waiver for construction noise		Applications for a permit for a waiver from the noise restrictions designated in this chapter on the basis of undue hardship and/or practical difficulty must be submitted to the City Manager at least ten days before the occurrence of the activity relating to the waiver. The application for waiver must contain the basis for the waiver.	ARTICLE II – 267-6 Extended Construction Hour Fees Waiver and construction hours nonrefundable application fee - $75.00 A fee of $ 50.00 per hour minimum of 3 hours will be charged per location
Miami Shores	§6-8. - Construction noise	Any site preparation, construction, assembly, erection, substantial repair, alteration, delivery of materials, demolition or similar action, which disturbs the peace and quiet of the neighborhood, on public or private property, rights-of-way, structures, utilities or similar property under any permit issued by the Miami Shores Building Department and shall not take place outside the following hours: (a) Monday through Friday, 8:00 a.m. and 7:00 p.m. (b) Saturday 8:00 a.m. and 6:00 p.m. In addition, Thanksgiving, Christmas and New Year's Day shall be recognized as holidays during which no action associated with a building department permit which disturbs the peace and quiet of the neighborhood shall take place. Nothing contained in this section shall prohibit bona-fide emergency repair work to be conducted at any time.	No exceptions other than emergencies	No fees listed

North Miami Beach	§9-4 - Noise Control §9-4.7 Noises From Building or Manufacturing; Time Restricted	a. Generally. It shall be unlawful for any person engaged in any building, construction, manufacturing or fabricating business or occupation in the City, either as owner, agent, servant, or employee, to make, cause, suffer or allow, in connection with the operation of such business, or occupation, any loud, intense or annoying noise between the hours of 8:00 p.m. and 7:00 a.m. of the following day, which noise causes annoyance to the public or disturbs the peace, quiet and rest of persons occupying or residing on property near enough thereto to be annoyed or discomforted by such noises. b. Special Equipment. In addition to the restrictions in paragraph a hereof, it shall be unlawful for any persons engaged in any building or construction business to perform any work in the City between the hours of 5:00 p.m. and 7:00 a.m. weekdays and 5:00 p.m. and 9:00 a.m. on Sundays, except by written permission of the City Building Inspector, and then only in cases of emergency, with the following machinery: Bulldozers, pile drivers, steam shovels, pneumatic hammers, and/or other similar apparatus. c. Weekend restrictions in residential districts. In addition to the restrictions in paragraphs a. and b. hereof, it shall be unlawful for any person to engage in any outdoor construction or building activities which generate any offensive noises that affect the peaceable enjoyment of the neighborhood in any residential district in the City between the hours of 7:00 p.m. and 9:00 a.m. on Saturdays, Sundays and legal holidays.		No fees listed
West Miami	§10-5. - Noise; specific acts prohibited	The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this Code, and unlawful, but said enumeration shall not be deemed to be exclusive: (j) Construction or repairing of buildings. The erection (including excavating), demolition, alteration or repair of any building is strictly prohibited between the hours of 7:00 p.m. and 9:30 a.m. Monday through Saturday, and permitted from 12:00 noon through 6:00 p.m. on Sundays, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the Building Official, which permit may be granted for a period not to exceed three (3) days or less while the emergency continues and which permit may be renewed for periods of three (3) days or less while the emergency continues. If the Building Official should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 7:00 p.m. and 9:30 a.m. Monday through Saturday, and permitted from 12:00 noon through 6:00 p.m. on Sundays, and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within the hours of 7:00 p.m. and 9:30 a.m. Monday through Saturday, and permitted from 12:00 noon through 6:00 p.m. on Sundays, upon application being made at the time the permit for the work is awarded or during the progress of the work.		Awaiting response from Building Department.
Surfside	§14-32. - Construction schedule and notice	(1) The performance of construction activity which requires a building permit within the town shall only be allowed from 8:00 a.m. until 6:00 p.m. Monday through Friday, and is not allowed on Saturday, Sunday, and on federal holidays. Construction activity under this section does not include infrastructure and utilities, roadways, other public right-of-way construction activities, repair and maintenance activities inside dwelling units, and painting with manual tools. (2) Construction activities outside regular hours: Construction activity which requires a building permit outside of the hours as stated in this section requires town manager or town manager designee approval. Emergency repairs which require a building permit are allowed as necessary, and must be approved after the fact by the town manager or designee	The Building Official can modify the days of the week and times for emergency repair work only. If we find a violation occurring outside of these time limits, then we issue a $100.00 civil ticket to the property owner which must be paid or appealed within 20 calendar days	No fees listed

ORDINANCE NO._____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 96.15 OF THE VILLAGE CODE OF ORDINANCES, ENTITLED, "CONSTRUCTION ACTIVITY," BY ALLOWING THE VILLAGE MANAGER TO AUTHORIZE EXTENSION OF CONSTRUCTION HOURS, TO CHARGE APPROPRIATE FEES FOR THOSE ACTIVITIES AND TO PLACE CONDITIONS ON THOSE ACTIVITIES; AMENDING SECTION 151.11 OF THE VILLAGE CODE OF ORDINANCES , ENTITLED "PERMITS, FEES," BY DELETING THE WEEKEND OR AFTER HOURS WORK FEE; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, North Bay Village's (the "Village") Unified Land Development Code (the "Code") currently regulates the hours of legal construction within the Village; and

WHEREAS, the Village Commission desires to allow for the Village Manager to authorize extension of construction hours in limited circumstances in exchange for payment of construction hours extension fees; and

WHEREAS, the Commission believes that this Ordinance is in the best interest of the community.

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

Section 1. **Recitals Adopted.** The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. **Village Code Amended.** The North Bay Village Code of Ordinances is hereby revised as follows:

Chapter 96 - NUISANCES, NOISE

* * *

§ 96.15 - Construction activity.

~~(A)~~ It shall be unlawful for any person to conduct any ~~new~~ building construction operations on Saturdays and Sundays except ~~in case of emergency as defined in division (B)~~as provided below. On Monday through Friday, it shall be unlawful between the hours of 5:00 p.m. and 8:00 a.m. to operate or use any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist, power or hand saw, hand hammer, or other apparatus, machine, or tool, the use of which causes or is attended by loud or unusual noise, except ~~in case of emergency as defined in division (B)~~as provided below.

~~(B) For the purpose of this section the following definition shall apply unless the context clearly indicates or requires a different meaning.~~

~~"Emergency." Any circumstance or occurrence, the existence of which constitutes, causes, or threatens to cause a clear and present danger of loss of life or property or unjustified economic loss, or constitutes a menace to adjacent property or residents or a general threat to the public health, welfare, safety, and morals of the community.~~

~~(C) The Village Manager is empowered to determine and declare that an emergency condition exists within the definition contained in division (B) above and authorize the construction activity at times other than allowed herein only as is necessary to meet the emergency.~~

(A) The Village Manager is empowered to determine and declare that an emergency condition exists and authorize construction activity at times other than allowed above only as is necessary to meet the emergency. For purposes of this section the definition of an emergency shall be any circumstance or occurrence, the existence of which constitutes, causes, or threatens to cause a clear and present danger of loss of life or property or unjustified economic loss, or constitutes a menace to adjacent property or residents or a general threat to the public health, welfare, safety, and morals of the community.

(B) The Village Manager is authorized to permit extended construction activity at times other than allowed above upon written request and payment of extended construction hour fees. The Village Manager may set fees based on the expected consumption of Village resources and staff time and may place conditions on the construction activity authorized under this section as necessary. Non-emergency construction activity shall not be permitted on Sundays or National Holidays. Upon approval by the Village Manager, notification of the extended construction activity times shall be made to owners of property within 100 feet of the property which has been approved for extended hours. Notification shall be performed by the Village at the cost of the Applicant. Notification to multi-family properties shall be made to the property manager for distribution to the individual dwelling units.

* * *

Chapter 151 - BUILDINGS

* * *

§ 151.11 - Permits; fees.

* * *

(A) No person shall erect or construct, or proceed with the erection or construction of any building or structure, nor add to, enlarge, move, improve, alter, convert, extend or demolish any building or structure, where the cost of the work is more than $500.00 without first obtaining a building permit.

* * *

For purposes of determining the permit fee, the value of the work to be performed under the permit shall be determined as follows:

* * *

(46) The following fees shall be charged in additional to the permit fees set forth above:

* * *

~~C. Weekend or after hours work fee: Conducting construction work after 5:30 p.m. on Saturdays, per day upon approval by Village Manager. No work allowed on Sundays ..... 250.00~~

* * *

Section 3. Conflict. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in Code. The provisions of this Ordinance shall become and be made a part of the Village Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word

Section 6. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such further action as may be needed to implement the purpose and provisions of this Ordinance

Section 7. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by Commissioner _____, who moved its adoption on first reading. This motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Marvin Wilmoth	_____
Commissioner Jose R. Alvarez	_____
Commissioner Andreana Jackson	_____
Commissioner Julianna Strout	_____

PASSED on first reading on this _____ of ____, 2019.

PASSED AND ENACTED on second reading on this ___ day of _____, 2019.

_____
Brent Latham, Mayor

ATTEST:

_____
Elora Riera,
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
INTERIM VILLAGE ATTORNEY

ITEM NO. 13B

North Bay Village
Recommendation Memorandum

DATE: October 15, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ben Smith, Village Planner

THROUGH: Mayor Brent Latham

SUBJECT: Extension of Moratorium on Public Self Storage Facilities - ***Sponsored by Mayor Brent Latham***

RECOMMENDATION

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, EXTENDING A MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR ADMINISTRATIVE REVIEW, SITE PLAN APPROVAL, AND BUILDING PERMITS FOR THE USE OF LAND FOR NEW PUBLIC SELF STORAGE FACILITIES FOR A PERIOD OF ONE HUNDRED EIGHTY (180) DAYS; PROVIDING FOR WAIVERS; PROVIDING FOR VESTED RIGHTS; PROVIDING FOR APPEALS; PROVIDING FOR MODIFICATIONS TO VESTED DEVELOPMENTS; REQUIRING EXHAUSTION OF ADMINISTRATIVE REMEDIES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

In May of this year, the Village Commission adopted Ordinance 2019-005, which imposed a moratorium on the acceptance of applications for administrative review, site plan approval, and building permits for the use of land for new public self-storage facilities within the Village. The intent was to take stock of existing storage facilities in the area, examine the Village's current storage facility regulations, and evaluate the adoption of new regulatory options during the moratorium. That moratorium is set to expire in November.

Staff is now prepared to present the Village Planning & Zoning Board with a report and regulatory options at their next meeting. If the P&Z Board recommends approval of any land development code revisions at that meeting, the soonest the Commission could adopt those revisions would likely be at the December Commission meeting. Prior to the expiration of the moratorium, the Village now seeks to extend the moratorium, in order to allow sufficient time

for these revisions to be adopted.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ORDINANCE NO.

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, EXTENDING A MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR ADMINISTRATIVE REVIEW, SITE PLAN APPROVAL, AND BUILDING PERMITS FOR THE USE OF LAND FOR NEW PUBLIC SELF STORAGE FACILITIES FOR A PERIOD OF ONE HUNDRED EIGHTY (180) DAYS; PROVIDING FOR WAIVERS; PROVIDING FOR VESTED RIGHTS; PROVIDING FOR APPEALS; PROVIDING FOR MODIFICATIONS TO VESTED DEVELOPMENTS; REQUIRING EXHAUSTION OF ADMINISTRATIVE REMEDIES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. ***(INTRODUCED BY MAYOR BRENT LATHAM)***

WHEREAS, the North Bay Village Commission, on May 14, 2019, enacted Ordinance 2019-005 instituting a one hundred eighty (180) day moratorium on the acceptance of applications for administrative review, site plan approval, and building permits for the use of land for new public self storage facilities; and

WHEREAS, it is important to provide North Bay Village (the "Village") time to undertake the study of the impact of new public storage facilities upon the Village and its residents; and

WHEREAS, an extension of the moratorium on the acceptance of applications for administrative review, site plan approval, and building permits for the use of land for new public self-storage facilities will maintain the status quo during the course of the study and planning process; and

WHEREAS, the Village now desires to extend the moratorium for an additional one hundred eighty (180) days; and

WHEREAS, in recent years, the self-storage industry has proven to be one of the sectors with the most rapid growth in the Florida commercial real estate industry; and

WHEREAS, to prevent the proliferation of self-storage facilities spreading too far, too fast, it is necessary to study the issue to determine the number and locations appropriate for the Village; and

WHEREAS, the Village desires a commercial corridor with interactive and dynamic uses

that promote a vibrant and active lifestyle for Village residents; and

WHEREAS, the Village continuously monitors and reviews the Village's Comprehensive Plan and Land Development Code to ensure appropriate development within the Village, and from time to time recognizes the need to study and amend aspects of same; and

WHEREAS, the Village Mayor and Commission now desire to exercise its right to research and study the zoning standards necessary to appropriately locate and regulate public self-storage facilities within its jurisdictional boundaries, and therefore directs the Village Manager to return within one hundred twenty (120) days of this action with a report detailing the zoning recommendations for regulation of public self-storage facilities and a draft ordinance that provides revised zoning standards for public self-storage facilities; and

WHEREAS, pending the adoption of the amended regulations, the Village desires to invoke a moratorium or pending ordinance doctrine as referenced in *Smith v. City of Clearwater,* 383 So.2d 681 (Fla. 2nd DCA 1980), with respect to the Village's Code of Ordinances and Unified Land Development Code, thereby deferring the acceptance, processing and approval of all applications for public self-storage facilities for a period of 180 days, or until the Commission adopts on second reading, the amendments under review and such amendments become effective, whichever occurs earlier, except as provided in this Ordinance; and

WHEREAS, the Commission finds that extending this moratorium is in the best interest and welfare of the residents of the Village.

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

Section 1. **Recitals.** The above Recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. **Moratorium Extended.** The provisions of Ordinance 2019-005 are hereby extended for an additional term of one hundred eighty (180) days unless repealed sooner. During the time that this Ordinance is in effect as specified herein, there shall be imposed a moratorium

upon the submission and acceptance of applications for administrative review, site plan approval, and building permits for, and the issuance of any development orders and development permits that include provisions for the construction of, new public self-storage facilities within the corporate limits of the Village, unless otherwise excepted herein.

Section 3. **Term.** The extended moratorium imposed by this Ordinance is temporary and, unless lifted earlier or extended by the Mayor and Commission, shall automatically expire one hundred eighty (180) days from the date of adoption of this Ordinance. This moratorium will also be lifted upon the adoption of new land development regulations in the Village, the formulation of which shall be expeditiously pursued.

Section 4. **Waivers**. The Mayor and Commission after a public hearing, may grant a waiver to the moratorium provided above and authorize the issuance of building permits for, and development orders and development permits that include provisions for the construction of, new public self-storage facilities within the Village, where it is determined that the specific activity will not detrimentally affect the outcome and implementation of the comprehensive study process being undertaken by the Village for the development of appropriate and effective new public self-storage facilities regulations.

Section 5. **Vested Rights.** Nothing in this ordinance shall be construed or applied to abrogate the vested rights of a property owner to begin or complete development where the property owner can demonstrate each of the following:

(1) An application(s) for administrative review, site plan approval, and/or building permits for public self-storage facilities was filed before, and/or a governmental approval or issuance of same obtained prior to, the earlier of the issuance of a notice of zoning in progress or the effective date of this Ordinance;
(2) Upon which the owner has detrimentally relied, in good faith, by making substantial expenditures; and
(3) That it would be highly inequitable to deny the property owner the right to complete the development of the new public self-storage facilities.

Any property owner claiming to have vested rights under this Section must file an application with the Village Mayor and Commission for a vested rights determination within ninety (90) days of the

effective date of this section. The application shall be accompanied by a fee of $500.00 and contain a sworn statement as to the basis upon which the vested rights are asserted, together with documentation required by the Village and other documentary evidence supporting the claim. The Village Mayor and Commission shall hold a public hearing on the application and based upon the evidence submitted shall make a determination as to whether the sign owner has established vested rights.

Section 6. Appeals. Appeals from final decisions by the Village Mayor and Commission under this Ordinance shall be by the filing of a notice of appeal in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County in accordance with the Florida Rules of Appellate Procedure for the review of the rulings of commissions or boards.

Section 7. Modification to Vested Development. Within one hundred (120) days of a final determination of vested rights under Section (5), a property owner shall have the right to file an application requesting a modification to the vested development, notwithstanding the moratorium imposed by this section. In considering the applications, the Village Mayor and Commission shall apply all established criteria and land development regulations then in effect, including applicable concurrency regulations, and zoning in progress. This right to apply for modification does not in any manner vest any rights, and such application shall be considered a new application subject to de novo proceedings.

Section 8. Exhaustion of Administrative Remedies. No property owner claiming that this section as applied constitutes or would constitute a temporary or permanent taking of private property or an abrogation of vested rights may pursue such claim in court unless he or she has first exhausted the administrative remedies provided in this section.

Section 9. Implementation. The Village Manager, Village Clerk, and Village Attorney are hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions as may be appropriate by their position to execute the purpose of this Ordinance.

Section 10. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 11. Effective Date. This Ordinance shall become effective immediately upon adoption.

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

FINAL VOTE AT ADOPTION:

Mayor Brent Latham	_____
Vice Mayor Marvin Wilmoth	_____
Commissioner Jose R. Alvarez	_____
Commissioner Andreana Jackson	_____
Commissioner Julianna Strout	_____

PASSED on FIRST READING THIS ____ day of _____, 2019.
PASSED AND ENACTED on SECOND READING this ____ day of _____, 2019.

_____
Brent Latham
Mayor
ATTEST:

_____
Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney