

# AGENDA



Virtual Regular Council Meeting  
Tuesday, April 27, 2021  
at 5:00 P.M.

VIRTUAL REGULAR COUNCIL MEETING

TUESDAY, APRIL 27, 2021

5:00 P.M.

VIRTUAL PUBLIC MEETING INSTRUCTIONS ATTACHED

1. **CALL TO ORDER/ROLL CALL OF MEMBERS**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENTS:** *Any person wishing to address the Council, should state name, address, prior to making the statement, for the record.*
4. **AGENDA:** APPROVAL/DEFERRALS/ADDITIONS/DELETIONS/SUBSTITUTIONS/WITHDRAWALS
5. **PRESENTATIONS:**
  - A. PRESENTATION BY ANDREW FIERMAN FROM CABALLERO FIERMAN LLERENA + GARCIA, LLP- FY2020 ANNUAL FINANCIAL REPORT **TAB 1**
6. **CONSENT AGENDA:**
  - A. SEPTEMBER 22, 2020 MINUTES (VIRTUAL SECOND BUDGET HEARING) **TAB 2**
  - B. DECEMBER 1, 2020 MINUTES (VIRTUAL SPECIAL COUNCIL MEETING) **TAB 3**
  - C. MARCH 2, 2021 MINUTES (VIRTUAL SPECIAL COUNCIL MEETING) **TAB 4**
  - D. A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA **APPROVING AND RATIFYING THE LETTER OF INTENT BETWEEN THE VILLAGE AND ATLANTIC BROADBAND FINANCE, LLC FOR EQUIPMENT RELOCATION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.** **TAB 5**
  - E. A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA **APPROVING AND RATIFYING A CHANGE ORDER TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE AND INTEGRATED SECURITY SYSTEMS, INC.; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.** **TAB 6**
  - F. A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA **APPROVING AND RATIFYING A PROPOSAL FROM VETTED SECURITY SOLUTIONS, LLC FOR NEW LICENSE PLATE READER SYSTEM; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.** **TAB 7**

**TAB 8**

G. A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA **APPROVING AND RATIFYING THE HIRING OF RUBIN, TURNBULL & ASSOCIATES FOR LIMITED GOVERNMENT ADVOCACY**; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

**TAB 9**

H. A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA **APPROVING AND RATIFYING THE PROPOSAL FROM NEXT LEVEL SYSTEMS, INC. FOR NEW INFORMATION TECHNOLOGY SERVER**; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

**TAB 10**

I. A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA **APPROVING AND RATIFYING A PROPOSAL FROM LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC. (“LANGAN”) FOR ENVIRONMENTAL TESTING SERVICES**; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

**TAB 11**

J. A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA **APPROVING AND RATIFYING A PROPOSAL FROM M&O BOBCAT, LLC (“M&O”) FOR SEAWALL REPAIRS**; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

**TAB 12**

K. A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA **APPROVING THE ENGAGEMENT OF SCS ENGINEERS, INC. TO PROVIDE FINANCIAL ANALYSIS AND CONSULTING SERVICES FOR THE VILLAGE’S ROADWAY REDEVELOPMENT PROJECT**; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

**TAB 13**

L. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIAN CREEK, FLORIDA, **ACCEPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT AND MANAGEMENT LETTER PREPARED BY THE FIRM CABALLERO FIERMAN LLERENA + GARCIA LLP, FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; RETAINING THE FIRM OF CABALLERO FIERMAN LLERENA + GARCIA, LLP TO PREPARE THE FINANCIAL AUDIT REPORT FOR FISCAL YEAR 2021; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

7. **SCHEDULE OF FUTURE MEETINGS:**

A. REGULAR COUNCIL MEETING  
TO BE DETERMINED, COUNCIL CHAMBERS

8. **ADJOURNMENT**



## INDIAN CREEK VILLAGE VIRTUAL MEETING INSTRUCTIONS

The meeting agendas are available online at:  
[www.indiancreekvillage.org](http://www.indiancreekvillage.org)

Virtual Regular Council Meeting will be held  
Tuesday, April 27, at 5:00 P.M.

Elected officials and Village staff will participate through video conference. Members of the public may call into the virtual public meeting by following these instructions:

### CALL INTO THE VIRTUAL PUBLIC MEETING

Dial 1-929-205-6099 then input the Meeting ID: **87806267338**, followed by #.  
There is no participant ID. Press # again.

Any person requiring special accommodations to access this proceeding is asked to advise the Village at least 2 days before the proceeding by contacting the Village Clerk at 305-865-4121 [mlima@icvps.org](mailto:mlima@icvps.org)

### **PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:**

**EMAILED COMMENTS:** Members of the public may email their public comments to the Village in advance of the meeting. Please email the Village Clerk at [mlima@icvps.org](mailto:mlima@icvps.org) by 12:00 p.m. on the day of the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, if you are a hired Consultant or Village Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.

**LIVE REMOTE & TELEPHONE COMMENTS:** *If there is a public comment portion of the agenda or the Village Council opens a matter for public comment, live remote public comments will be accepted as follows:*

**By telephone:** To ask to speak during the meeting, please press \*9 from your telephone. You will be called on to speak during public comments and identified by the last 4-digits of your telephone number or by name.

Please be sure to be in a quiet area to avoid unnecessary noise.

During the virtual meeting, when your name is called, you will be unmuted and you may deliver your comments. Please provide the following information before delivering your comments: Your Name, Address, if you are a hired Consultant or Village Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

A time limit may be imposed for each speaker during public comment. Your cooperation is appreciated in observing the time limit.

## **PUBLIC RECORDS**

The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

**NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.**

## **LOBBYING ACTIVITIES**

In accordance with Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the Village Clerk's Office before addressing the Village Council on the agenda items or engaging in lobbying activities.

**Have questions or need additional information?**

**Email: [mlima@icvps.org](mailto:mlima@icvps.org)**

**Call: 305-865-4121**

**Mail: 9080 Bay Drive, Indian Creek Village, FL 33154**

# TAB 1







**INDIAN CREEK VILLAGE, FLORIDA  
COMPREHENSIVE ANNUAL FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2020**

**DRAFT**

**Prepared by:  
THE FINANCE DEPARTMENT**







---

---

**INTRODUCTORY SECTION**

---

---

DRAFT





































































































































































The Village cannot begin the Roadway improvements until the New Facilities are installed; and

The Parties contemplate that a new agreement or an amendment and restatement of the Original Agreement, in either case substantially similar to the Original Agreement (the “New Agreement”), will be negotiated and executed setting forth the details governing the installation, operation, and maintenance of the New Facilities and the Telecommunications Services to be provided by ABB; and

The preparation and negotiation of the New Agreement is likely to take several weeks, and the Village desires that ABB begin work on the New Facilities immediately; and

The Parties have determined that execution of this LOI will enable ABB to begin work on the New Facilities immediately while the New Agreement is being prepared.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is acknowledged by the Parties, it is hereby agreed as follows:

1. **Recitals.** The recitals above are true and correct and are incorporated herein as if set forth in full.

2. **Term.** The Parties agree to enter into this LOI for a term commencing on the date hereof and terminating on the date of execution and delivery of the New Agreement.

3. **Scope of Work; Commencement.** ABB agrees to undertake the scope of work set forth in the ABB Rate Sheet attached hereto as Exhibit “A” and in the location shown on the maps submitted to the Village also attached as Exhibit “A”. ABB will commence such work within five (5) days of the date of this LOI and complete the work no later than May 20, 2021, subject to any delays caused by (i) any acts or omissions of the Village (and its agents) and/or residents and owners of property within the Village, (ii) the unavailability of any materials required for the scope of work, and/or (iii) any conditions beyond the reasonable control of ABB.. All work will be done by licensed and insured contractors. During the term this LOI is in effect, ABB agrees to undertake the work in compliance with the provisions set forth in Sections 8.6, 8.7, 8.8 and 8.9 of the Original Agreement.

4. **Insurance.** During the term this LOI is in effect, ABB agrees to maintain insurance and provide evidence thereof to the Village, all as set forth in Section 16 of the Original Agreement.

5. **Indemnification by ABB.** During the term this LOI is in effect, ABB agrees to indemnify the Village for losses arising out of its actions undertaken only with respect to the New Facilities pursuant to this LOI, all as set forth in Section 17.1 of the Original Agreement.

6. **Indemnification by the Village.** During the term this LOI is in effect, the Village agrees to indemnify ABB for losses arising out of its actions undertaken only with

respect to the New Facilities pursuant to this LOI, all as set forth in Section 17.2 of the Original Agreement.

7. **Fees for Services.** The Parties agree that ABB's fees for all services set forth in Exhibit "A" hereto shall be \$243,072, inclusive of all labor and materials. The Village shall pay such fees at the times and in the amounts as shall be set forth in the New Agreement, and if for any reason the Parties fail to enter into the New Agreement, the Village will pay the full amount upon completions of the work.

8. **Applicable Law/Venue.** This Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida. The parties agree that venue for any action brought by either party to enforce or interpret this Agreement shall lie in the courts of Miami-Dade County, Florida.

9. **Intent of the Parties.** The purpose of this Letter of Intent is to set forth an understanding in principle and the present intention of the parties to enter into a New Agreement incorporating the above, upon terms and conditions mutually acceptable to the parties and their respective counsel.

10. **Original Agreement Unaffected.** This LOI does not amend or modify the Original Agreement in any way. The Original Agreement shall remain in effect in its entirety, unless and until modified or terminated pursuant to the terms of the New Agreement.

11. **Counterparts.** This LOI may be executed in any number of counterparts, each of which when so executed shall be an original, and all of which shall constitute one in the same instrument.

12. **Facsimile Signatures.** Electronically transmitted facsimile signatures on this Agreement shall serve as originals for all purposes.

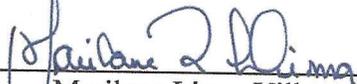
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed in their names by their duly authorized officers, all as of the day and year first above written.

**VILLAGE OF INDIAN CREEK, FLORIDA**  
a Florida municipal corporation

By:   
Jennifer Medina, City Manager

**ATTEST:**

By:   
Marilane Lima, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
Weiss Serota Helfman Cole & Bierman, P.L.

[signature page to Letter of Intent]

**ATLANTIC BROADBAND FINANCE, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Vice President of Operations

[signature page to Letter of Intent]

**ADDENDUM TO LETTER OF INTENT  
BETWEEN INDIAN CREEK VILLAGE  
AND ATLANTIC BROADBAND FINANCE, LLC**

This Addendum (the “Addendum”) to the Letter of Intent (the “LOI”) dated March 15, 2021 by and between Indian Creek Village, a municipality in the State of Florida (the “Village”), and Atlantic Broadband Finance, LLC, a Delaware limited liability company (“ABB”) amends the LOI as provided herein. The Village and ABB may be referred to individually as a “Party” or collectively as the “Parties.” Capitalized words used and not defined herein shall have the meanings ascribed to them in the LOI.

**RECITALS**

The Parties entered into the LOI to provide that ABB install the New Facilities while continuing to operate and maintain the Existing Lines and existing Facilities.

The LOI provided that ABB would commence the work within five (5) days of the date of the LOI and complete the work no later than May 20, 2021.

Due to unforeseen delays, the Village has advised ABB that the work cannot commence until May 1, 2021, which will delay completion of the work. As a result thereof, the Parties have agreed that the LOI needs to be amended to reflect new commencement and completion dates.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained the receipt and sufficiency of which is acknowledged by the Parties, it is hereby agreed as follows:

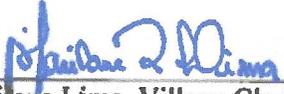
1. **Recitals.** The recitals above are true and correct and are incorporated herein as if set forth in full.
2. **Amendment to LOI.** The second sentence of Section 3 of the LOI is hereby amended by changing the date the work will commence to May 1, 2021 and changing the date of completion of the work to no later than June 15, 2021, subject to any delays caused by (i) any acts or omissions of the Village (and its agents) and/or residents and owners of property within the Village, (ii) the unavailability of any materials required for the scope of work, and/or (iii) any conditions beyond the reasonable control of ABB..
3. **Full Force and Effect.** Except as modified by this Addendum, the LOI shall remain in full force and effect.
4. **Counterparts.** This Addendum may be executed in any number of counterparts, each of which when so executed shall be an original, and all of which shall constitute one in the same instrument.
5. **Facsimile Signatures.** Electronically transmitted facsimile signatures on this Agreement shall serve as originals for all purposes.

**IN WITNESS WHEREOF**, the Parties hereto caused this Addendum to be executed in their names by their duly authorized officers, all as of the day and year first above written.

**VILLAGE OF INDIAN CREEK, FLORIDA**  
a Florida municipal corporation

By:   
Jennifer Medina, City Manager

**ATTEST:**

By:   
Marifarie Lima, Village Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

  
Weiss Serota Helfman Cole & Bierman, P.L.

[signature page to Addendum to Letter of Intent]

**ATLANTIC BROADBAND FINANCE, LLC,**  
a Delaware limited liability company

By: **Danny Jobe**

Digitally signed by Danny Jobe  
Date: 2021.04.20 10:58:11 -04'00'

Name: \_\_\_\_\_

Title: Vice President of Operations

[signature page to Addendum to Letter of Intent]

EXHIBIT "A"  
to LETTER OF INTENT - Dated March 15, 2021  
ABB RATE SHEET AND LOCATION MAPS

[see attached]





125		Ea.	Mapping for Commercial		\$60.00	\$0.00
126		Ea.	Mapping for Fiber Desk Top Cost Estimate		\$40.00	\$0.00
127		Ea.	Site Survey for Maintenance Repairs		\$50.00	\$0.00
128		Mile	System Prints Update - Fiber		\$55.00	\$0.00
129		Ea.	Node Segmentation		\$250.00	\$0.00
130	24	Hr.	Supervisor with Pick-Up (Requires ABB pre-approval)		\$75.00	\$1,800.00
131	64	Hr.	Supervisor with Pick-Up (Requires ABB pre-approval) (night)		\$100.00	\$6,400.00
132		Hr.	Foreman with Pick-Up (Requires ABB pre-approval)		\$60.00	\$0.00
133		Hr.	Foreman with Pick-Up (Requires ABB pre-approval) (night)		\$80.00	\$0.00
134		Hr.	Splicer with Bucket Truck (Requires ABB pre-approval)		\$70.00	\$0.00
135		Hr.	Splicer with Bucket Truck (Requires ABB pre-approval) (night)		\$93.00	\$0.00
136		Hr.	Lineman with Bucket Truck (Requires ABB pre-approval)		\$65.00	\$0.00
137		Hr.	Lineman with Bucket Truck (Requires ABB pre-approval)(night)		\$88.00	\$0.00
138	72	Hr.	Ground Person / Laborer (Requires ABB pre-approval) must be explained in details on quote and invoice		\$35.00	\$2,520.00
139	192	Hr.	Ground Person / Laborer (Requires ABB pre-approval)(night) must be explained in details on quote and invoice		\$47.00	\$9,024.00
140		Hr.	Fiber Splicer with Van and Tools (Day) (Requires ABB pre-approval)		\$120.00	\$0.00
141	80	Hr.	Fiber Splicer with Van and Tools (Night) (Requires ABB pre-approval)		\$160.00	\$12,800.00
142		Hr.	Miscellaneous Labor Charges prior ABB approval needed (must be explained in details on quote and invoice)		\$1.00	\$0.00
143		Ea.	Punchout Bellsouth Manhole		\$800.00	\$0.00
144		Ea.	Punchout Bellsouth Vault		\$400.00	\$0.00
145		Ea.	Traffic flaggers need ABB approval ( Hourly ) must be explained in details on quote and invo		\$35.00	\$0.00
146		Ft	install mule tape or pull string in conduit		\$0.50	\$0.00
147		Ft	composite SDU splicing and activation of RF plant forward and reverse		\$0.50	\$0.00
148		Ea.	Core Drill (2" or Greater). Includes Core drilling through concrete floors / walls - 8" to 12" thickness for feeder		\$45.00	\$0.00

**\$176,092.00**

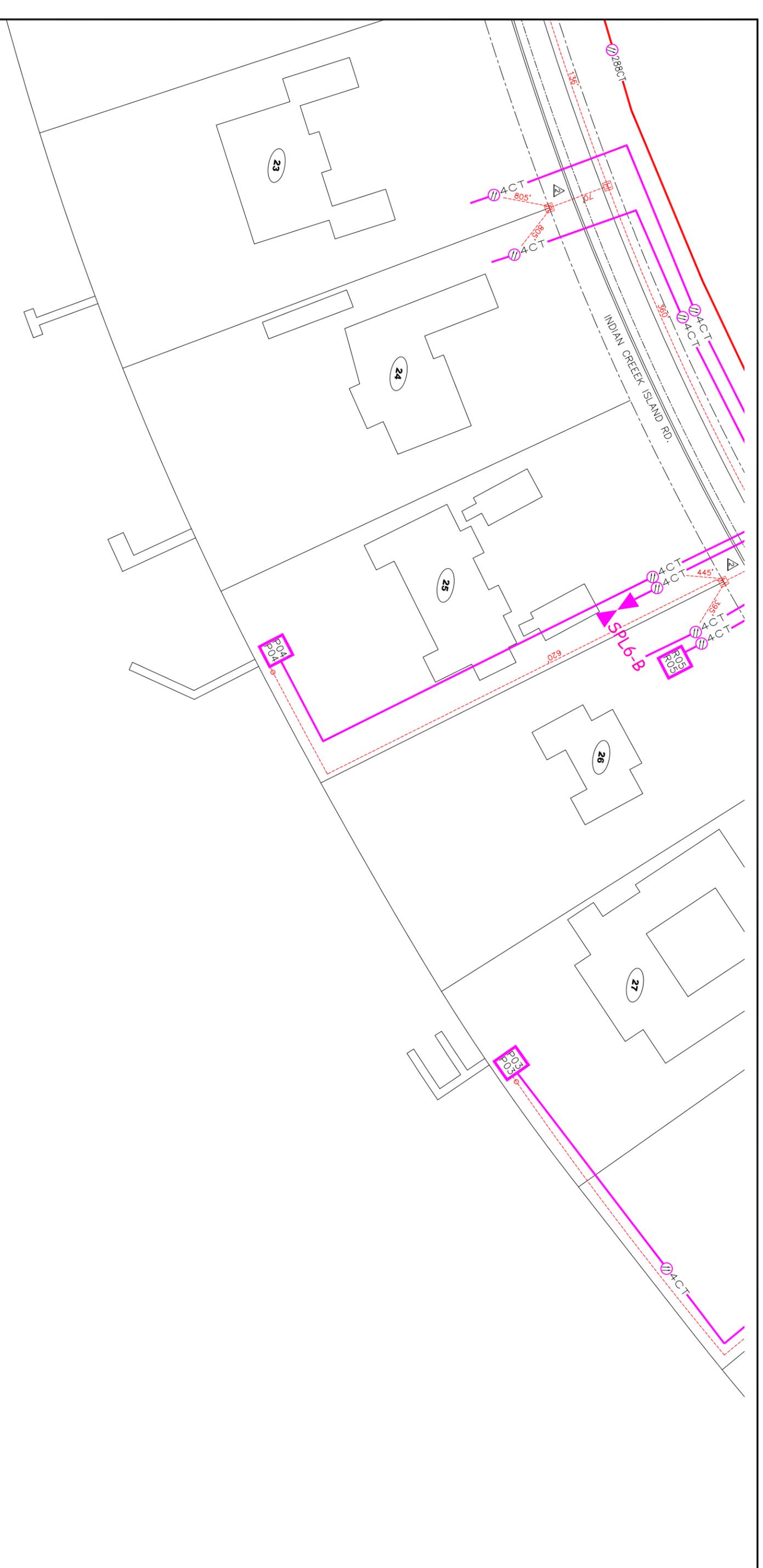












ROUTE SYMBOLS	QTY	ROUTE SYMBOLS	QTY	ROUTE SYMBOLS	QTY	FOOTAGE	SIZE	CABLE DESCRIPTION	FEEDER	DESIGN SYMBOLS	NODE/AMP/LE DATA	EXISTING LOCATION	NEW FIBER LOCATION	REVISIONS	BASE	RELEASED
L-D LONG DROP	0	@ PUSH POLE	0	◯ AER SINGLE DWELL. ACT./POT	0/-		16/8	EXPRESS	1	EQUL LEVELS	14. REV. IN	2	1		BY	
EXISTING ANCHOR	0	✕ POWER POLE	0	∇ AER. COMMERCIAL UNITS	0		8/20	EXPRESS	2	H/W/L	15. REV. OUT	3	2		DATE	
SET ANCHOR	0	◯ PHONE POLE	0	◻ AER. MULTI-DWELLING UNITS	0		8/20	EXPRESS	3	SELECT	16. REV. OUT	4	3		BY	
SIDEWALK SET GUY	0	◯ JOINT USE POLE	0	◻ U-G SINGLE DWELL. ACT./POT	0/-		8/20	EXPRESS	4	4 PART TAP	17. REV. OUT	5	4		DATE	
POLE TO POLE GUY	0	◯ CATV SET POLE	0	◻ U-G COMMERCIAL UNITS	0		7/15	EXPRESS	5	8 PART TAP (FIBER TUNNEL)	18. REV. OUT	6	5		DATE	
OVERHEAD GUY	0	◯ TRANS. POLE	0	◻ U-G MULTI-DWELLING UNITS	0		5/50	EXPRESS	6	2 WAY SPUR	19. REV. OUT	7	6		DATE	
RISER	0	◯ CONC./METAL POLE	0	◻ TOTAL	0'		5/50	EXPRESS	7	3 WAY SPUR	20. REV. OUT	8	7		DATE	
	0	◯ PEDSTAL	0		0'		5/50	EXPRESS	8	D.C. S. SPUR	21. REV. OUT	9	8		DATE	
	0	◯ U-G BORE	0		0'		5/50	EXPRESS	9	W/PD MAIN	22. REV. OUT	10	9		DATE	



**ATLANTIC**  
broadband

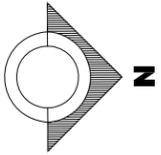
**INDIAN CREEK VILLAGE**

ADDRESS: INDIAN CREEK VILLAGE

SYSTEM NAME: -

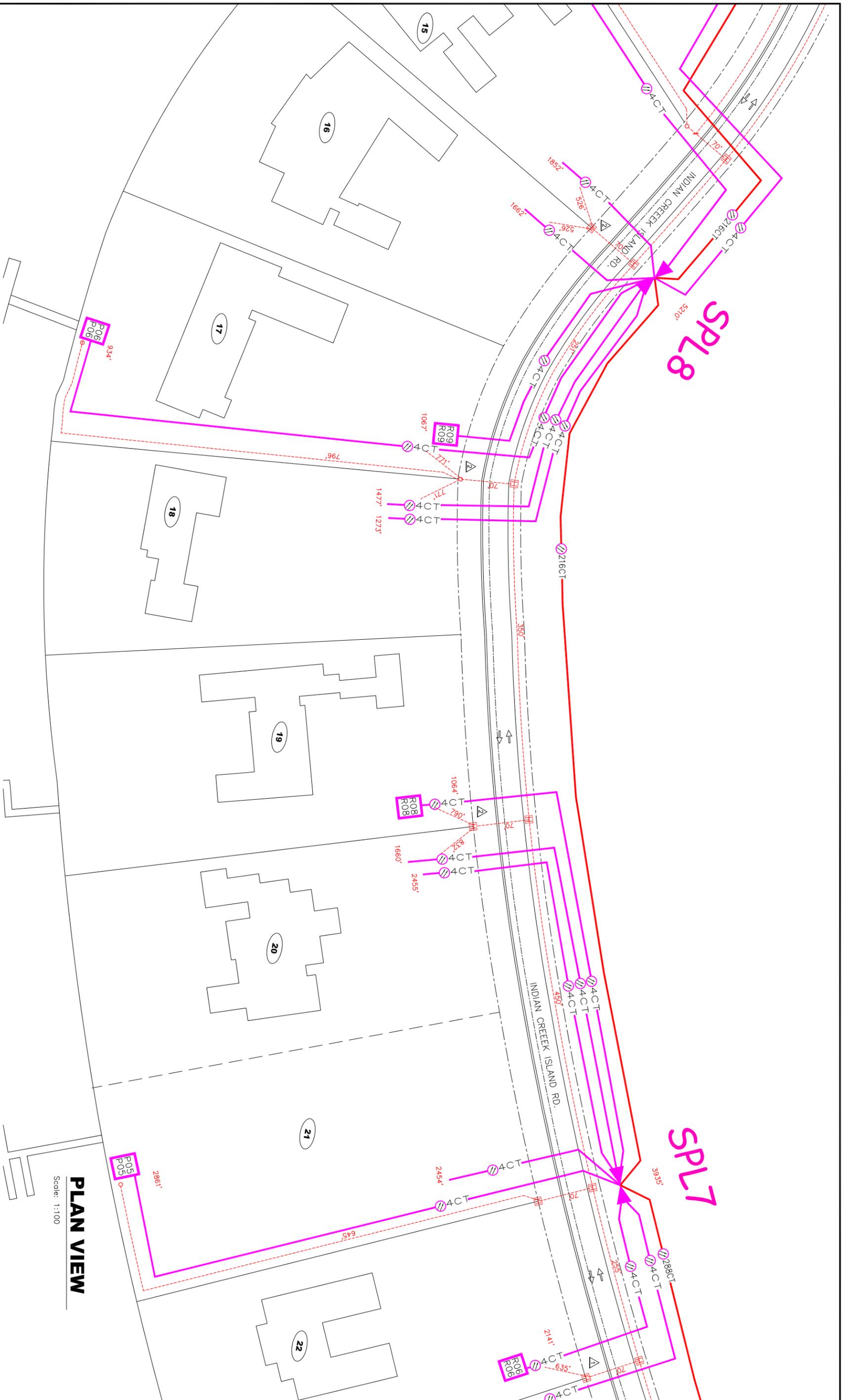
SCALE: N.T.S. SHEET No. **06 OF 10**

**N**



## PLAN VIEW

Scale: 1:100



ROUTE SYMBOLS	QTY	ROUTE SYMBOLS	QTY	
L.D. LONG DROP	0	⊙	PUSH POLE	
➤	EXISTING ANCHOR	0	X	POWER POLE
➤	SET ANCHOR	0	○	PHONE POLE
➤	SIDEWALK SET GUY	0	⊗	JOINT USE POLE
➤	POLE TO POLE GUY	0	◐	CATV SET POLE
+	OVERHEAD GUY	0	⊠	TRANS. POLE
⊠	RISER	0	⊠	COMM./METAL POLE
⊠		0	⊠	PEDESTAL

ROUTE SYMBOLS	QTY	FOOTAGE	SIZE	CABLE DESCRIPTION
⊙	AER. SINGLE DWELL. ACT./POT.	0-		
⊠	AER. COMMERCIAL UNITS			
○	AER. MULTI-DWELLING UNITS			
⊗	U-G SINGLE DWELL. ACT./POT.	0-		
◐	U-G COMMERCIAL UNITS			
⊠	U-G MULTI-DWELLING UNITS			
	TOTAL	0'		

DESIGN SYMBOLS	NODE / AMP / LE DATA
⊠	1. MAIN
⊠	2. WALK
⊠	3. WALK
⊠	4. WALK
⊠	5. WALK
⊠	6. WALK
⊠	7. WALK
⊠	8. WALK
⊠	9. WALK
⊠	10. WALK
⊠	11. WALK
⊠	12. WALK
⊠	13. WALK
⊠	14. WALK
⊠	15. WALK
⊠	16. WALK
⊠	17. WALK
⊠	18. WALK
⊠	19. WALK
⊠	20. WALK
⊠	21. WALK
⊠	22. WALK
⊠	23. WALK
⊠	24. WALK
⊠	25. WALK
⊠	26. WALK

REVISIONS	DATE	BY	DESCRIPTION
1			ISSUED FOR PERMIT

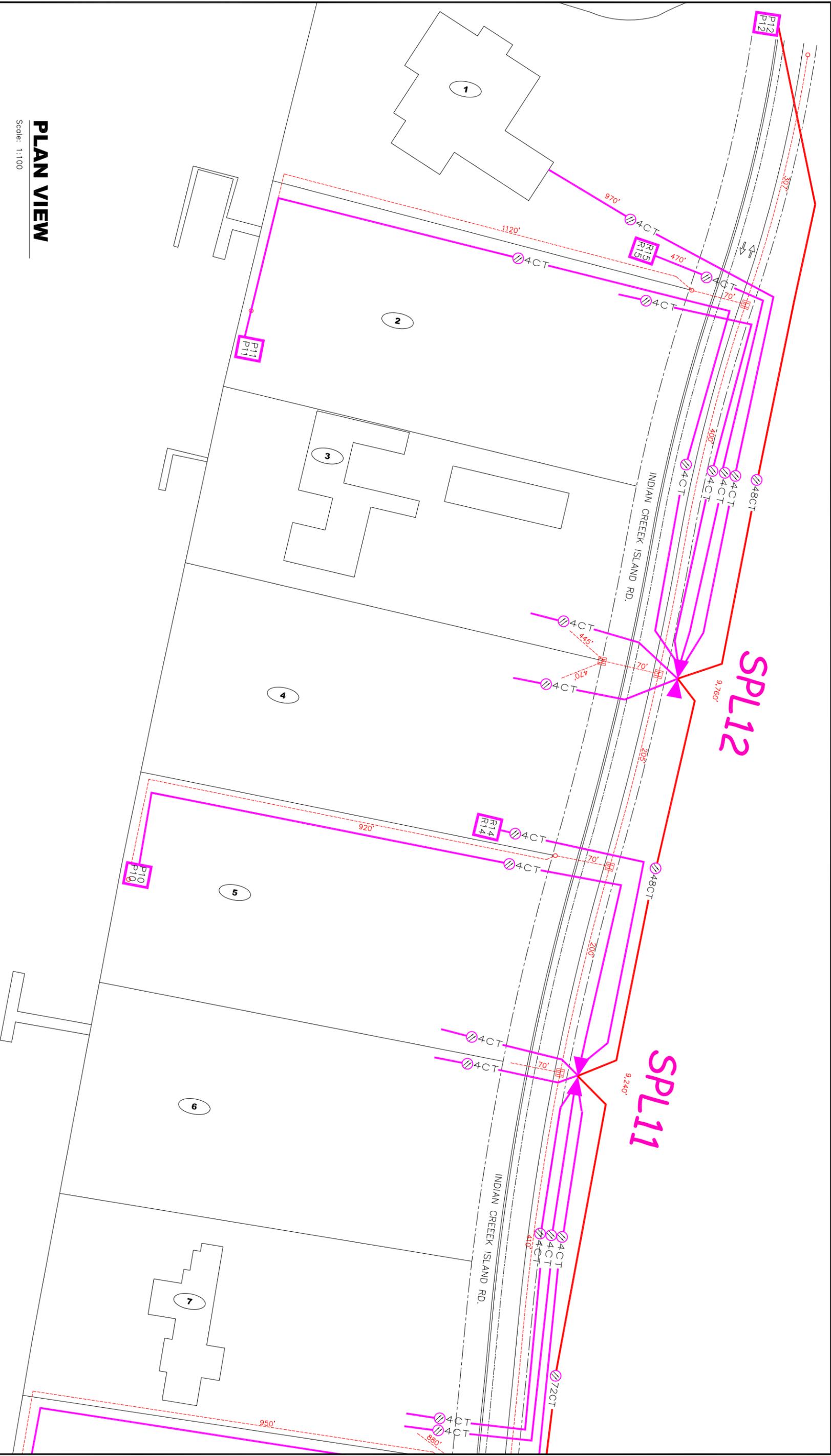
BASE	DATE	BY	APPROVED

	MAP NAME:	INDIAN CREEK VILLAGE
	ADDRESS:	INDIAN CREEK VILLAGE
	SCALE:	N.T.S.

SHEET No. 07 OF 10







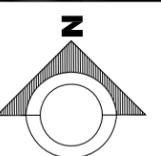
# PLAN VIEW

Scale: 1:100

ROUTE SYMBOLS	QTY	ROUTE SYMBOLS	QTY	FOOTAGE	SIZE	CABLE DESCRIPTION	FEEDER	DESIGN SYMBOLS	NODE/AMP/LE DATA	REVISIONS	BASE	RELEASED	MODU NAME	ADDRESS	SYSTEM NAME	SCALE	SHEET No.
LD LONG DROP	0	@ PUSH POLE	0	0	8/20	EXPRESS	1		1		BY		INDIAN CREEK VILLAGE				10 OF 10
EXISTING ANCHOR	0	X POWER POLE	0	0	8/20	EXPRESS	1		1		BY		INDIAN CREEK VILLAGE				10 OF 10
SET ANCHOR	0	O PHONE POLE	0	0	8/20	EXPRESS	1		1		BY		INDIAN CREEK VILLAGE				10 OF 10
SIDEWALK GUY	0	O JOINT USE POLE	0	0	8/20	EXPRESS	1		1		BY		INDIAN CREEK VILLAGE				10 OF 10
SIDEWALK SET GUY	0	O CATV SET POLE	0	0	8/20	EXPRESS	1		1		BY		INDIAN CREEK VILLAGE				10 OF 10
POLE TO POLE GUY	0	O U-G COMMERCIAL UNITS	0	0	8/20	EXPRESS	1		1		BY		INDIAN CREEK VILLAGE				10 OF 10
OVERHEAD GUY	0	O U-G MULTI-DWELLING UNITS	0	0	8/20	EXPRESS	1		1		BY		INDIAN CREEK VILLAGE				10 OF 10
RISER	0	O CONC./METAL POLE	0	0	8/20	EXPRESS	1		1		BY		INDIAN CREEK VILLAGE				10 OF 10
	0	O PEDESTAL	0	0	8/20	EXPRESS	1		1		BY		INDIAN CREEK VILLAGE				10 OF 10
	0	O U-G BORE	0	0	8/20	EXPRESS	1		1		BY		INDIAN CREEK VILLAGE				10 OF 10



INDIAN CREEK VILLAGE  
INDIAN CREEK VILLAGE



# TAB 6

**RESOLUTION NO. 818**

**A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA APPROVING AND RATIFYING A CHANGE ORDER TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE AND INTEGRATED SECURITY SYSTEMS, INC.; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

**WHEREAS**, on September 16, 2020, the Village entered into a Professional Services Agreement (the “Contract”) with Integrated Security Systems, Inc. (“ISS”) for the installation of an Island-wide perimeter security system; and

**WHEREAS**, the scope of the work under the Contract has changed to require the installation of additional equipment for a fully functional system; and

**WHEREAS**, the Village and ISS wish to enter into the attached Proposal (change order) to allow for the installation of additional equipment.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA:**

**Section 1. Recitals Adopted.** Each of the recitals stated above is hereby adopted and confirmed.

**Section 2. Approval and Ratification.** The Village Council hereby approves and ratifies the Proposal (change order) to the Contract attached as Exhibit A to this Resolution.

**Section 4. Implementation.** The Village Manager is hereby authorized to take all action necessary to implement this Resolution.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon its adoption by the Village Council.

**PASSED AND ADOPTED this \_\_\_\_ day of April 2021.**

APPROVED:

\_\_\_\_\_  
BERNARD KLEPACH, MAYOR

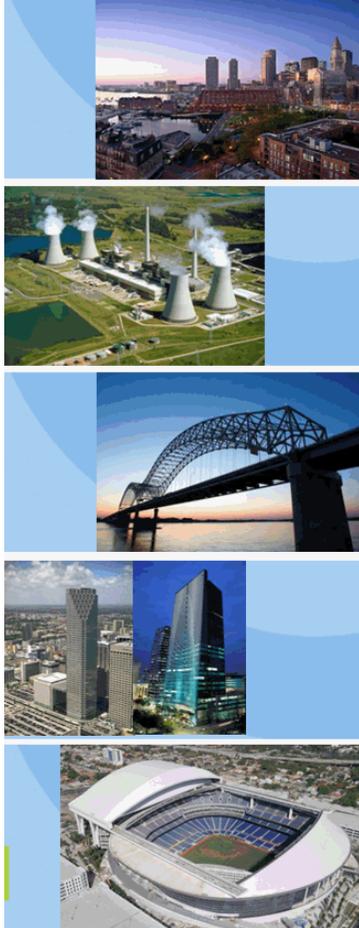
ATTEST:

\_\_\_\_\_  
MARILANE LIMA, VILLAGE CLERK, CMC

Approved as to form and legal sufficiency:

---

VILLAGE ATTORNEY



## *Confidential Proposal*

*Prepared For:*

*Indian Creek Village  
and  
Jennifer Medina*

### **Additional Pole and Surveillance Equipment**

*Location:*

**9080 Bay Drive**

**Indian Creek Village, FL, 33154**

Proposal Number: 12810-1-1-17916

The data contained within the pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal the customer shall have the right to use or disclose the data herein to the extent provided in the contract. This

Integrated Security Systems  
1876 North West 7th Street  
Miami, FL, 33125  
Phone 305-324-8800  
Support 888.670.2226  
www.TeamISS.com

FL EF-001199  
DCRL 001&002  
NC 2290-CSA  
SC: BAC13489

*Prepared By:*  
**Mario Fernandez**  
**Systems Engineer**  
**Phone: 305-341-4647**  
**mfernandez@teamiss.com**



## Bill of Material

### Customer Details:

**Site:** 9080 Bay Drive Indian Creek Village, FL 33154  
**Billing:** 9080 Bay Drive Indian Creek Village, FL 33154  
**Contact:** Jennifer Medina (305) 865-4121 jmedina@icvps.org

### Radar Equipment \$59,164.00

QTY	Description
-1	Magos SR-500 Sensor: 500m Perimeter Security Radar
1	Magos SR-1000 Sensor, 1000m Perimter Sec. Radar
3	Magos SR-250 Sensor: 250m Perimeter Security Radar
3	Magos SR Operational Cable, 15m
3	Magos Pole Mount Brackets for Radar
1	Magos MASS PTZ Sensor Addition
5	Magos 1 Day On Site Support, MASS Server Config

### Thermal Cameras \$24,079.00

QTY	Description
1	FLIR Elara 640x480, 10 Degree, NTSC
1	FLIR Pan/Tilt For Top Mounted Payloads

### Poles and Support Equipment \$36,323.00

QTY	Description
1	Comnet Hardened Managed 11-Port Switch w/POE+
1	Comnet Power Supply, 48VDC, 240W, DIN-Rail Mount
1	Comnet SM 1000Mbps 1310nm 10KM 2 Fiber LC
1	Fiberglass Enclosure, NEMA 4X, 20"x20"x8"
1	Mounting Panel 17' x 17"
100	Cable, Belden CAT6 Outdoor, Shielded, 23 Awg
1	12' Pole for Cameras and Radar, Base and Installation

### Octopus PSIM Licensing \$4,331.00

QTY	Description
1	Camera and Radar Licensing

### Financial Summary

**Total Proposal Amount: \$123,897.00**

**Note: The above price does not include sales tax.**



## Bill of Material

### Customer Details:

**Site:** 9080 Bay Drive Indian Creek Village, FL 33154  
**Billing:** 9080 Bay Drive Indian Creek Village, FL 33154  
**Contact:** Jennifer Medina (305) 865-4121 jmedina@icvps.org

#### Allowance: Power And Communication \$22,571.00

QTY	Description
-----	-------------

- |   |  |
|---|--|
| 1 | 500 feet 120V Power consist of 2" conduit and #8 conductors with 20AMP circuit to each of the seven poles locations along the seawall.<br>500 feet of 2" conduit for fiber optics.<br>Assumes 500 feet of directional boring.<br>Ground radar survey to be performed for private residence backyard path.<br>Softscape (dirt and sod patching) repairs where required. |
|---|--|

#### Allowance: Easement Survey \$4,500.00

QTY	Description
-----	-------------

- |   |  |
|---|--|
| 1 | Easement Survey and documentation. Includes three (3) Signed and Sealed Copies for each Lot. |
|---|--|

#### Optional: Full Coverage Service Agreement-Parts and Labor \$39,417.14

QTY	Description
-----	-------------

- |   |   |
|---|---|
| 4 | Annual cost for 24/7/365 service agreement for all parts, labor and software included in this proposal . Years 2-5.<br>In addition included are:<br>-One annual and inspection and maintenance<br>-One annual software upgrade if applicable<br>-One annual refresher system training |
|---|---|

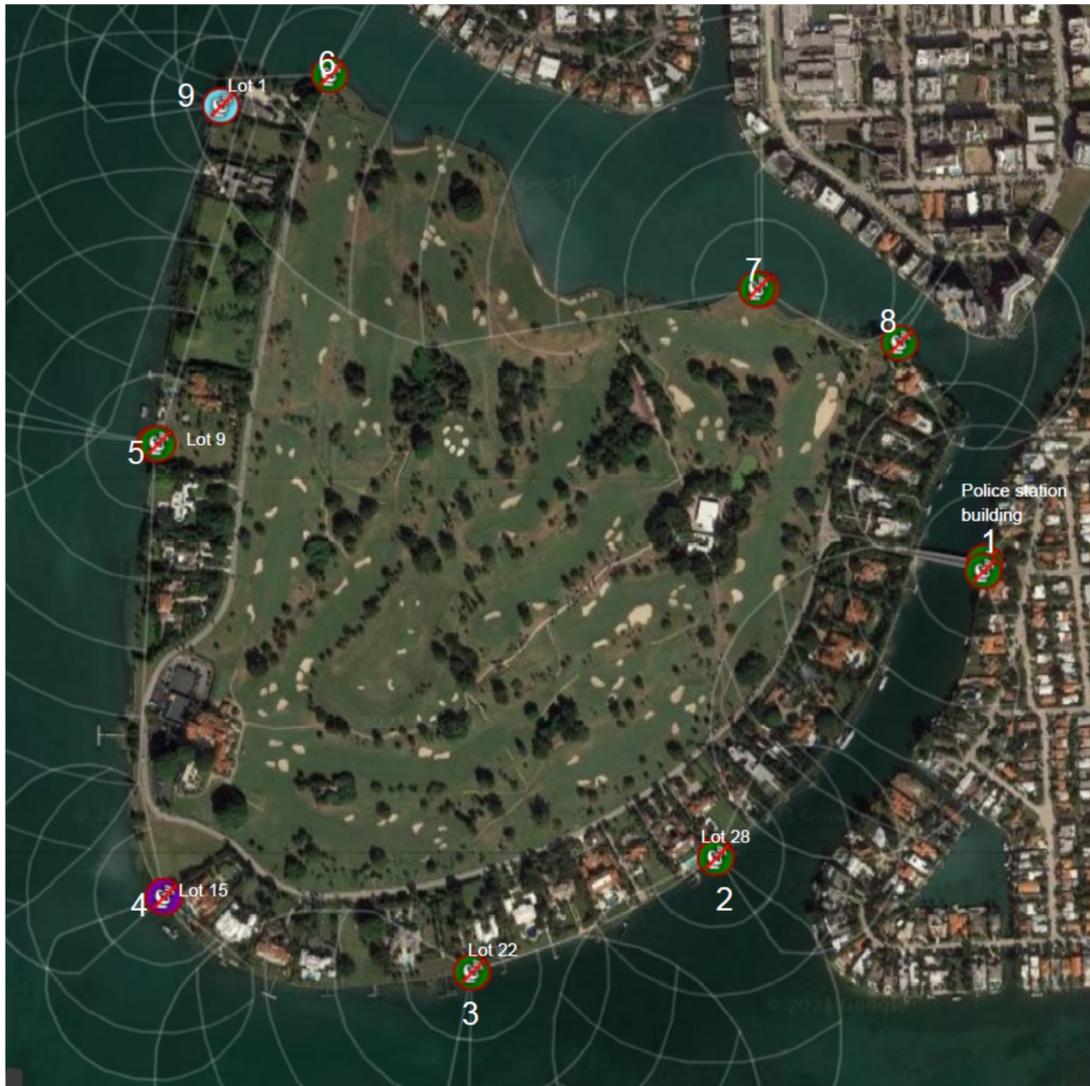
### Financial Summary

**Total Proposal Amount: \$190,385.14**

**Note: The above price does not include sales tax.**

## SCOPE OF WORK

The proposed Change Order will add the following:



Location 9: Seawall at Lot 1

One (1) 1000 Meter radar, one (1) 250 Meter Radar and one (1) Thermal Camera will be installed on a pole 15'-20' above grade. 120VAC electrical service and fiber optic network cabling will be brought to the pole. Pole will be power coated black and will be mounted on a concrete pedestal.

Location 4: Seawall at Lot 15

Replace one (1) 500 Meter Radar from the original proposal design with two (2) 250 Meter Radars.

All necessary additional Octopus PSIM licensing is included on this proposal.

## CLARIFICATIONS AND EXCLUSIONS

- It is assumed that any existing devices being reused are in satisfactory working condition and meet current Electrical and Life Safety Codes. In the event that any of the reused components not to be in satisfactory working order or not meeting Electrical and Life Safety codes currently in effect, ISS/Convergint will provide a quote for the replacement of the component.
- Components being reused or provided by others are not part of this contract and will not be covered under the ISS warranty.
- Some of the equipment and design may change in order to accommodate conditions unknown at the time of the proposal or variations due to conflicts with other trades. ISS/Convergint will provide the customer with a Change Order for any additions or reductions in cost, equipment or materials.



## Signature Page

<b>CONTACT INFO:</b> Jennifer Medina Indian Creek Village 9080 Bay Drive Indian Creek, FL, 33154- (305) 865-4121 jmedina@icvps.org	<b>BILL TO:</b> Jennifer Medina Indian Creek Village 9080 Bay Drive Indian Creek Village, FL, 33154 (305) 865-4121 jmedina@icvps.org
--	--

**Project: Indian Creek Village Security**

**Quote #: 12810-1-1-18100**

**Total System Investment: \$190,385.14                      Tax not included**

**Remarks**

Work will be scheduled upon the receipt of an authorized signature and purchase agreement. An invoice from Integrated Security Systems (ISS) will be submitted for 50% of the project upon award for mobilization and equipment purchase. ISS will perform all work during normal business hours (8am - 5pm) Monday through Friday. Work requested outside of these days and times will be charged at the then current rates for overtime, premium time and Holiday Time.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within thirty (30) days of receipt. Any alteration or deviation from the proposal involving extra cost of material or labor will become an extra charge over the sum stated above. The proposal will become a binding agreement only after the acceptance by Customer and approved by an authorized employee of Integrated Security Systems, as evidence by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise, or condition on behalf of Integrated Security Systems, which is not expressed herein.

<input checked="" type="checkbox"/> <b>Proposal Accepted:</b> Integrated Security Systems, Inc. is authorized to proceed with the work as proposed.	<b>Proposal Submitted by:</b>
<b>Company:</b> <u>Indian Creek Village</u>	<b>Company:</b> <u>Integrated Security Systems, Inc</u>
<b>Signature:</b>	<b>Signature:</b> _____
<b>Name:</b> <u>Jennifer Medina</u>	<b>Name:</b> _____
<b>Title:</b> <u>Village Manager</u>	<b>Title:</b> _____
<b>Date:</b> <u>03/30/2021</u>	<b>Date:</b> _____

This proposal shall remain valid for 60 days from 03/16/2021

**TAB 7**

**RESOLUTION NO. 822**

**A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA APPROVING AND RATIFYING A PROPOSAL FROM VETTED SECURITY SOLUTIONS, LLC FOR NEW LICENSE PLATE READER SYSTEM; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Village maintains and operates a License Plate Reader Security System (“LPR”) providing essential identification and safety data for its Public Safety Department; and

**WHEREAS**, the Village’s existing LPR system has become outdated and inoperable; and

**WHEREAS**, the Village wishes to replace and update its system with new technology and services; and

**WHEREAS**, the Village wishes to approve the Proposal with Vetted Security Solutions, LLC (“Vetted Security”) a copy of which is attached as Exhibit “A” to this Resolution (the “Proposal”).

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA:**

**Section 1. Recitals Adopted.** Each of the recitals stated above is hereby adopted and confirmed.

**Section 2. Approval and Ratification.** The Village Council hereby approves and ratifies the Proposal from Vetted Security to replace LPR system.

**Section 4. Implementation.** The Village Manager is hereby authorized to take all action necessary to implement this Resolution.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon its adoption by the Village Council.

**PASSED AND ADOPTED this \_\_\_\_ day of April 2021.**

APPROVED:

\_\_\_\_\_  
BERNARD KLEPACH, MAYOR

ATTEST:

---

MARILANE LIMA, VILLAGE CLERK, CMC

Approved as to form and legal sufficiency:

---

VILLAGE ATTORNEY

		<b>Vetted Security Solutions</b> <b>4185 35th St N</b> <b>Saint Petersburg, FL 33714</b> <b>Office: (727) 440-3245</b>			
Purchaser:	Indian Creek Village Police Department (FL)	Date:	1/27/2021 12:49:54 PM		
Project Name:	Indian Creek Village PD - Fixed LPR	Quote Number:	00001738-2		

## ***PROJECT QUOTATION***

We at Vetted Solutions are pleased to quote the following systems for the above referenced project:

### **Scope of Work:**

<b>Hardware</b>				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
VSSM1B0X D1	Fixed ALPR 1 Main / 1 Reaper XD Camera	1	\$13,519.00	\$13,519.00

<b>Software</b>				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
VSBSCSVC -01	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments 5 YEAR LICENSE FEES PAID UPFRONT	5	\$525.00	\$2,625.00

<b>Services</b>				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system	1	\$875.00	\$875.00
	Fixed ALPR Installation	1	\$1,950.00	\$1,950.00
	Travel Rates	1	\$575.00	\$575.00
	Marshalling Cost	1	\$450.00	\$450.00

<b>Shipping</b>				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
	Shipping Rate for Fixed LPR Camera	1	\$95.00	\$95.00

<b>Warranty</b>				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
CDFS-4HWW	Fixed Camera LPR System Extended Hardware Warranty - Valid for 4 years	1	\$2,465.00	\$2,465.00

<b>Hardware Cost:</b>		<b>\$13,519.00</b>
<b>Software Cost:</b>		<b>\$2,625.00</b>
<b>Services Cost:</b>		<b>\$3,850.00</b>
<b>Shipping Cost</b>		<b>\$95.00</b>
<b>Warranty Cost:</b>		<b>\$2,465.00</b>
<b>Extended Total Cost:</b>		<b>\$22,554.00</b>

### **Proposal Notes:**

1. All prices are quoted in USD and will remain firm and in effect for 30 days.
2. This Quote does not include anything outside the above stated bill of materials.
3. Complete system includes 1-year parts/labor warranty, extended warranty options are available.
4. The expected lead time for hardware and installation is 30-60 days.
5. Connectivity is assumed Cellular on department supplied cell card to the MDC for real time connectivity to LEARN database.
6. For all Investigative Data Platforms & Intelligence Lead Policing Commercial Data subscriptions fees increase annually by 4% each year.
7. **CLK fees are shown for budget purposes only. Please DO NOT issue PO to Vetted Security Solutions for renewals of CLK fees.**
8. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Vetted Security Solutions and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Vetted Security Solutions is required to pay any such tax, fee or charge, Purchaser shall reimburse Vetted Security Solutions therefor or, in lieu of such payment, Purchaser shall provide Vetted Security Solutions at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

Quoted by Jeff Kinney Phone: email: jkinney@vettedsecuritysolutions.com

	<b>Project Total: \$22,554.00</b>	
<b>Accepted By:</b> 	<b>Date:</b> 2/22/21	<b>P.O#</b>

**Please email purchase order to:**

[accounting@vettedsecuritysolutions.com](mailto:accounting@vettedsecuritysolutions.com)

**TAB 8**

**RESOLUTION NO. 816**

**A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA APPROVING AND RATIFYING THE HIRING OF RUBIN, TURNBULL & ASSOCIATES FOR LIMITED GOVERNMENT ADVOCACY; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

**WHEREAS**, from time-to-time the Village has a need to engage governmental consultants/advocates to lobby for its interests at various governmental levels; and

**WHEREAS**, the Village is presently urging the Federal Aviation Administration (the "FAA") to alter its air traffic control plans, which would have an adverse impact on the Village's residents; and

**WHEREAS**, the Village wishes to engage the firm of Rubin, Turnbull & Associates ("Rubin Turnbull") on a limited basis to assist the Village in its efforts to encourage the FAA to modify its plans.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA:**

**Section 1. Recitals Adopted.** Each of the recitals stated above is hereby adopted and confirmed.

**Section 2. Approval and Ratification.** The Village Council hereby approves and ratifies the hiring of Rubin Turnbull as consultants/advocates for a period not to exceed five (5) months and limited to a fee of \$5,000 per month.

**Section 4. Implementation.** The Village Manager is hereby authorized to take all action necessary to implement this Resolution.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon its adoption by the Village Council.

**PASSED AND ADOPTED this \_\_\_\_ day of April 2021.**

APPROVED:

---

BERNARD KLEPACH, MAYOR

ATTEST:

---

MARILANE LIMA, VILLAGE CLERK, CMC

Approved as to form and legal sufficiency:

---

VILLAGE ATTORNEY

**Rubin Turnbull & Associates**

401 E. Las Olas Blvd.  
Suite 130-447  
Ft. Lauderdale, Florida 33301  
954-467-3993

**Invoice**

DATE	INVOICE #
4/3/2021	22362

BILL TO
Jennifer Medina, Village Manager Village of Indian Creek 9080 Bay Drive Indian Creek Village, FL 33154

CUSTOMER ID
561

ITEM	DESCRIPTION	AMOUNT
Consulting (140)	<p>Consulting Fee - April</p> <p>For those clients who wish to make payments via wire transfer, or ACH:</p> <p>New Domestic (U.S.) Wire Payment Information:  Firm Name: Rubin, Turnbull &amp; Associates (fka The Rubin Group)  Bank Name: IBERIABANK, Lafayette, LA  Routing No.: 265270413  Account No.: 0052006077</p>	5,000.00

	<b>Total</b>	\$5,000.00
--	--------------	------------

# TAB 9

**RESOLUTION NO. 817**

**A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA APPROVING AND RATIFYING THE PROPOSAL FROM NEXT LEVEL SYSTEMS, INC. FOR NEW INFORMATION TECHNOLOGY SERVER; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Village’s information technology system operates from a dedicated server; and

**WHEREAS**, the existing server no longer operates at its designed capacity and is non-functional; and

**WHEREAS**, the existing server must be replaced in order to avoid a breakdown of essential services including the Public Safety Department systems; and

**WHEREAS**, the Village’s technology consultant has recommended certain replacement equipment listed on the Proposal/Invoice from Next Level Systems, Inc. (“Next Level”) attached hereto as Exhibit “A” (the “Proposal”); and

**WHEREAS**, the Village wishes to have Next Level provide and install the new equipment.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA:**

**Section 1. Recitals Adopted.** Each of the recitals stated above is hereby adopted and confirmed.

**Section 2. Approval and Ratification.** The Village Council hereby approves and ratifies the Proposal from Next Level for a new information technology server.

**Section 4. Implementation.** The Village Manager is hereby authorized to take all action necessary to implement this Resolution.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon its adoption by the Village Council.

**PASSED AND ADOPTED this \_\_\_\_ day of April 2021.**

APPROVED:

\_\_\_\_\_  
BERNARD KLEPACH, MAYOR

ATTEST:

---

MARILANE LIMA, VILLAGE CLERK, CMC

Approved as to form and legal sufficiency:

---

VILLAGE ATTORNEY

**Invoice****Next Level Systems**

PO Box 650524  
 Miami FL, 33265  
 PH: 305.800.Next(6398)

<b>Date</b>	12/24/2020
<b>Invoice #</b>	3473
<b>Terms</b>	Net 30
<b>Due Date</b>	1/23/2021

**Bill To**

Indian Creek Village  
 9080 Bay Drive  
 Indian Creek Village, FL 33154

Item	Description	Qty	Rate	Amount
Hardware	Indian Creek Village: Octopus Server  Dell R540 Rack Server •3.5 Chassis with up to 8 Hot Plug Hard Drives •(2x) Intel Xeon Gold 5218 2.3G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (125W) Processors •(6x) 32GB RAM, Total of 192GB •(4x) 1.92TB SSD SATA Read Intensive Drives •(1x) Broadcom 5720 Dual Port 1GbE On-Board LOM + (1x) Broadcom 57412 Dual Port 10GbE SFP+ •ReadyRails Sliding Rails With Cable Management Arm •Dual, Hot-Plug, Redundant Power Supply (1+1), 750W •Trusted Platform Module 2. •DVD +/-RW, SATA, •LCD Bezel •(2x) Windows Server 2019 Standard, 16CORE Licenses •(5x) Windows Server 2019/2016 Device CALs •Microsoft SQL Server 2019 Standard, OEM, Including 5 Device CALs •5 year ProSupport with Next Business Day Onsite Service Warranty	1	17,883.00	17,883.00
Hardware	NETGEAR 52-Port Gigabit/10G Stackable Smart Managed Pro PoE Switch (GS752TXP) - with 48 x PoE+ @ 390W, 2 x 10G Copper and 2 x 10G SFP+, Desktop/Rackmount, and ProSAFE Lifetime Protection	1	1,389.99	1,389.99T
Service	Prep and programming	16	100.00	1,600.00
<b>Sales Tax (0.0%)</b>			\$0.00	
			<b>Total</b>	\$20,872.99
			<b>Payments/Credits</b>	\$0.00
			<b>Balance Due</b>	\$20,872.99

**TAB 10**

**RESOLUTION NO. 819**

**A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA APPROVING AND RATIFYING A PROPOSAL FROM LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC. (“LANGAN”) FOR ENVIRONMENTAL TESTING SERVICES; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

**WHEREAS**, Indian Creek Village (the “Village”) has filed an application with Miami-Dade County (the “County”) for a Class II Environmental Permit for the Roadway Redevelopment Project; and

**WHEREAS**, the County has requested certain environmental testing in order to process the application; and

**WHEREAS**, Langan is a qualified firm with experience performing environmental testing within the Village; and

**WHEREAS**, the Village Council wishes to engage Langan to assist the Village with the application and perform the services outlined in the Proposal attached hereto as Exhibit “A” to this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA:**

**Section 1. Recitals Adopted.** Each of the recitals stated above is hereby adopted and confirmed.

**Section 2. Approval and Ratification.** The Village Council hereby approves and ratifies the attached Proposal from Langan.

**Section 4. Implementation.** The Village Manager is hereby authorized to take all action necessary to implement this Resolution and to enter into any additional work orders necessary for the completion of the work.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon its adoption by the Village Council.

**PASSED AND ADOPTED this \_\_\_\_ day of April 2021.**

APPROVED:

\_\_\_\_\_  
BERNARD KLEPACH, MAYOR

ATTEST:

\_\_\_\_\_  
MARILANE LIMA, VILLAGE CLERK, CMC

Approved as to form and legal sufficiency:

\_\_\_\_\_  
VILLAGE ATTORNEY

18 January 2021

Via Email to: [sean.compel@stantec.com](mailto:sean.compel@stantec.com)

Indian Creek Country Club, Inc.  
55 Indian Creek Island Road  
Indian Creek Village, Florida

c/o Sean Compel  
Stantec  
901 Ponce de Leon Boulevard, Suite 900  
Coral Gables Florida

**Re: Proposal for a Soil and Groundwater Assessment Sampling Plan  
55 Indian Creek Island Road  
Indian Creek Village, Florida  
Langan Project No.: 300150802**

Dear Mr. Compel:

Langan Engineering & Environmental Services, Inc. has prepared the following scope of services for Indian Creek Country Club, Inc. (client) to prepare a Soil and Groundwater Assessment Plan in support of regulatory approval of Roadway Redevelopment Plan (for Class II Permit), dated 22 December 2020, for the Indian Creek Village at 55 Indian Creek Island Road in Miami-Dade County, Florida ("the project" or "property"). We understand that the client is requesting the assessment to address comments from the Miami-Dade County Department of Regulatory and Economic Resources' Division of Environmental Resource Management (DERM).

### PROPERTY DESCRIPTION

According to the Miami-Dade County Property Appraiser, the property is comprised of one contiguous parcel of land identified by Folio #21-2234-002-0400. The property consists of the Indian Creek Island Road right-of-way and is improved with asphalt pavement and utilities.

Stantec prepared and submitted the Roadway Redevelopment Plan (for Class II Permit), dated 22 December 2020, to DERM. The plans describe the removal of existing asphalt pavement and underlying limerock base along the approximately 8,000 linear feet of the Indian Creek Island Road right-of-way. As part of the planned construction, approximately 7,662 linear feet of exfiltration trench is proposed along the road. DERM reviewed the plans and in correspondence, dated 13 January 2021, DERM issued comments and required a soil and groundwater assessment.

### SCOPE OF SERVICES

The objective of the following scope of services is to respond to DERM's 13 January 2021 correspondence. For this project we propose the following task:

#### Task 1 - Prepare and Submit Sampling Plan to DERM

DERM cited a sample frequency of one well for every 100 feet of proposed exfiltration trench, and this would correlate to about 76 wells. Upon review of the Roadway Redevelopment Plan (for Class II Permit), dated 22 December 2020, Langan believes that DERM will accept an assessment plan that proposes one well for every 200 feet of proposed exfiltration trench totaling

38 wells, which is half of the wells that would be required by DERM. However, at your request, we can propose a reduced number of wells as a starting point for discussions with DERM. To provide further assurances to DERM that a reduced frequency is appropriate, Langan will review regulatory files on any nearby contaminated sites, including the adjoining golf course, and also aerial photographs that show the reduced the sample frequency is justified. Langan will submit our sampling plan in an email to DERM that includes our review analysis, a description of the investigation methodology and a figure showing the proposed sample locations. Once DERM approves the plan we will prepare a proposal with additional tasks to implement the work plan.

## **FEE**

We propose to complete the scope of services for lump sum fee of \$2,500.

Additional services, meetings, or requests for additional information will be invoiced on a time-and-materials basis according to our Schedule of Fees and General Terms and Conditions. We will submit one electronic PDF of the report. Additional fees will apply if actual conditions differ from those discussed herein.

## **SCHEDULE**

We will begin immediately upon authorization and complete the proposed sampling plan and DERM response within two weeks of authorization.

## **LIMITATIONS**

Langan's services will be provided according to generally accepted environmental science, geosciences, and engineering practices at the time the services are performed. No expressed or implied representation or warranty is included or intended in our reports, except that our services will be performed within the limits prescribed by the client and with customary thoroughness and competence of our profession.

## **CLOSING**

Thank you for the opportunity to work with you on this project. If this proposal is acceptable, please sign and return a copy for our files. Please call us with any questions.

Sincerely,

**Langan Engineering & Environmental Services, Inc.**



Roger Simon  
Project Geologist



Vincent Yarina, PG, CEM  
Principal/Vice President

Enclosures: Schedule of Fees and General Terms and Conditions

FL Certificate of Authorization No. 6601

\\langan.com\data\MIA\data8\300150802\Management\Proposals\Sampling Plan Proposal\2021-01 Drainage Evalaution ICCS Plan Only.docx

## AUTHORIZATION

Receipt of this proposal, including the General Terms and Conditions attached hereto, is hereby acknowledged and all of the terms and conditions contained therein are accepted.

PURSUANT TO SECTION 558.0035 OF THE FLORIDA STATUTES, NO INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR ANY CLAIMS OF NEGLIGENCE OR ALLEGED NEGLIGENCE ARISING UNDER THIS AGREEMENT.

Indian Creek Country Club, Inc.  
55 Indian Creek Island Road  
Indian Creek Village, Florida

and

c/o Sean Compel  
Stantec  
901 Ponce de Leon Boulevard, Suite 900  
Coral Gables Florida

**RE: Langan Engineering and Environmental Services, Inc.  
18 January 2021 Proposal for a Soil and Groundwater Assessment  
Sampling Plan  
55 Indian Creek Island Road  
Indian Creek Village, Florida  
Langan Project No.: 300150802**

**Company:** Indian Creek Village ("Client")

**By/Title:** Village Manager  
(Authorized representative)

**Signature:**  \_\_\_\_\_

**Date:** 1/27/2021

---

**CLIENT AND BILLING INFORMATION FOR NEW PROJECTS**

1. Is a Certificate of Insurance of Liability Insurance required for this project? Yes  No   
What entity should be listed as the Certificate Holder?

Name: Indian Creek Village  
Address: 9080 Bay Drive, Indian Creek Village, FL 33154  
\_\_\_\_\_

What entity or entities should be listed as Additional Insured?

Name: N/A  
Address: \_\_\_\_\_  
\_\_\_\_\_

2. What entity name and postal address should we use on invoices?

Name: Indian Creek Village  
Address: 9080 Bay Drive, Indian Creek Village, FL 33154  
\_\_\_\_\_

3. To whom (person's name) should we address the invoice, and can you please provide that person's contact information?

Name: Jennifer Medina  
Email address: jmedina@icvps.org / Cc mlima@icvps.org  
Office Phone No.: 305-865-4121  
Cell Phone No.: 305-989-8560

4. Do you want the invoices sent via email or regular mail? email

5. Who can we call in your accounting department to follow-up on payment?

Name: Marilane Lima / Lorelei Rivera  
Email address: mlima@icvps.org / cc lrivera@icvps.org  
Office Phone No.: 305-865-4121

6. By what day of the month do you want to receive our invoices? N/A

7. Do you have any special requirements for receiving invoices?

No

**Thank you for your response.**

**SCHEDULE OF FEES AND CONDITIONS**  
Effective 1 Jan 2020

<b>BILLING CATEGORY</b>	<b>HOURLY BILLING RATE</b>
Technician – Level I	96
Technician – Level II	106
Technician – Level III	112
Staff Personnel – Level I	123
Staff Personnel Level II	131
Staff Personnel- Level III	136
Senior Staff Personnel - Level I	157
Senior Staff Personnel - Level II	163
Senior Staff Personnel – Level III	172
Project Personnel – Level I	206
Project Personnel – Level II	217
Project Personnel – Level III	229
Senior Project Personnel – Level I	251
Senior Project Personnel – Level II	269
Associate/Senior Project Personnel – Level III	292
Senior Associate	314
Principal	348
Senior Principal	362

- Managing Principals and Senior Consultants are billed at \$380/Hour
- At any level, personnel may be engineers, geologists, hydrogeologists, landscape architects, regulatory specialists, scientists, planners, toxicologists, wetland specialists, etc.
- Litigation related services, including expert testimony, court appearances, depositions, etc. are billed at 1.5 times the above rates. The services will be billed at a minimum of 4 hours for up to one half day and a minimum of 8 hours for services over 4 hours.
- Langan reserves the right to make adjustments for individuals within these classifications as may be necessary by reason of promotion, and to increase our hourly billing rates due to annual salary increases.

**COMPUTER SERVICES**

Our in-house computer usage is billed on a time used basis at the following rates:

CADD, GIS and Terrain Modeling Programs	Rate per Hour \$30.00
Engineering Programs/Digitizing	\$25.00

**SURVEYING SERVICES**

See survey-specific Schedule of Fees and Conditions

**SUBCONTRACTOR/SUBCONSULTANT COSTS**

All subcontracted services including lab tests and analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 15%.

**REIMBURSABLE EXPENSES**

**IN-HOUSE LABORATORY TESTS**

Laboratory testing will be billed at unit rates depending on the type of test. A schedule of unit prices for standard laboratory tests will be furnished upon request. Engineering soil and/or rock samples will be stored for 90 days without charge and will be discarded, or returned to the client, unless otherwise requested by the client. Sample storage past 90 days will be billed at \$10.00 per box per month.

**HEALTH AND SAFETY AND OTHER SPECIAL FIELD EQUIPMENT**

Special equipment such as nuclear densitometers, seismographs, load test equipment, surveying equipment, disposable protective equipment, and respirator cartridges will be billed on a daily rate. PID's and similar safety and/or monitoring equipment will be billed on daily, weekly or monthly rates. A rate schedule will be provided upon request.

**OTHER EXPENSES**

All expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence and other project related expenses will be billed at cost plus 10%. Car mileage is billed at current IRS rates. Sampling vans/Field Vehicles are billed at daily rate of \$185.

**PREVAILING WAGE**

If applicable, prevailing wage premium will be added to the rates stated above.

**TERMS**

Invoices are payable within 30 days. Service charge of 1.5% /mo. will be imposed on all bills not paid w/in 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.

## GENERAL TERMS AND CONDITIONS

These Terms and Conditions shall apply to services provided by Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.; or Langan Engineering and Environmental Services, Inc.; or Langan CT, Inc.; or Langan MI, Inc.; or Langan International, LLC (each individually, a "LANGAN ENTITY"); and together with the proposal to which these Terms and Conditions are attached (hereinafter, the "Proposal"), shall constitute the "Agreement." For purposes of this Agreement, the LANGAN ENTITY specifically identified in the Proposal shall be referred to as "LANGAN" and the entity signing the Proposal shall be referred to as "CLIENT."

### A. SCOPE OF SERVICES AND ADDITIONAL SERVICES

LANGAN will provide those services specifically identified in the Proposal (hereinafter, the "Services"). All Services, regardless of the commencement date, will be covered by these Terms and Conditions. All services not specifically identified in the Proposal are excluded; provided, however, that if requested by the CLIENT and agreed to by LANGAN in writing, LANGAN will perform such additional services ("Additional Services") subject to these Terms and Conditions. Unless otherwise agreed in writing, the CLIENT shall pay LANGAN for the performance of any Additional Services on a time-and-materials basis based upon LANGAN's then-current hourly rates. For avoidance of doubt, email will constitute written notice.

### B. STANDARD OF CARE

LANGAN's services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the "Standard of Care"). LANGAN will exercise reasonable professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The CLIENT agrees that no other representation, warranty or guarantee, expressed or implied, is provided by LANGAN or is presumed given by LANGAN under this Agreement or in any report, opinion, or any other document prepared by LANGAN or otherwise.

### C. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the Services, prior to the commencement of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to LANGAN all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in LANGAN's opinion for completion of the Services; (iv) review all documents or oral reports presented by LANGAN and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of LANGAN's Services; (vi) give prompt written notice to LANGAN whenever the CLIENT becomes aware of any development that affects the scope and timing of LANGAN's Services or any defect or noncompliance in any aspect of the project; and (vii) bear all costs incident to the responsibilities of the CLIENT. LANGAN will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the CLIENT.

### D. INVOICING AND SERVICE CHARGES

LANGAN will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify LANGAN within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and LANGAN will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower, and the CLIENT agrees to pay all fees and expenses incurred by LANGAN in any collection action.

In the event of a suspension of services or termination of the Agreement by LANGAN in accordance with Section Q of these General Terms and Conditions, LANGAN will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from LANGAN'S compensation to impose a penalty or damages on LANGAN, or to offset sums requested by or paid to contractors for the cost of changes in their work unless LANGAN agrees or has been found liable for the amounts.

The CLIENT shall notify LANGAN prior to executing this Agreement if federal, state, or local prevailing wage requirements apply. If prevailing wages apply, and Consultant was not notified by Client, Client agrees to pay LANGAN the prevailing wage for new invoiced amounts, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations for failing to pay prevailing wages, including the payment of any fines or penalties.

### E. RIGHT OF ENTRY

The CLIENT shall provide for safe right of entry in order for LANGAN to perform its Services. While LANGAN will take all reasonable precautions to minimize any damage to the property, the CLIENT acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless specifically provided in the proposal.

### F. JOBSITE SAFETY AND CONTROL OF WORK

LANGAN will take reasonable precautions to safeguard its own employees and those for whom LANGAN is legally responsible. Unless expressly agreed to in writing by LANGAN under separate contract, LANGAN will have no responsibility for the safety program at the Project or the safety of any entity or person other than LANGAN and its employees. Neither the professional activities of LANGAN nor the presence of LANGAN's employees and subcontractors at the Project site will be construed to confer upon LANGAN any responsibility for any activities on site performed by personnel other than LANGAN's employees and subcontractors. The CLIENT agrees that LANGAN will have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any other contractors or subcontractors or construction manager, their agents, servants or employees.

### G. EXISTING CONDITIONS AND SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that LANGAN interprets to exist between sampling points will differ from those that actually exist. The CLIENT recognizes that actual conditions will vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by LANGAN or its subcontractors and that the data, interpretation, and recommendations of LANGAN are based solely on the information available to it. Furthermore, the CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. LANGAN shall not be responsible for interpretations by others of the information it develops or provides to the CLIENT.

LANGAN will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold LANGAN harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to LANGAN's attention or are not correctly shown on the plans furnished by CLIENT or third parties.

**H. HAZARDOUS MATERIALS**

Unless otherwise expressly agreed to in writing, the parties acknowledge that LANGAN'S scope of services does not include any services related to a hazardous environmental condition (such as asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substance). The discovery of any such condition shall be considered a changed condition and LANGAN may suspend its services until the CLIENT has resolved the condition.

**I. INDEMNIFICATION**

Subject to the provisions of Section J of these General Terms and Conditions, LANGAN agrees to indemnify, hold harmless and, except for professional liability claims, defend the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all damage obligations, liabilities, judgments, and losses for personal injury and/or property damage including reasonable attorney's fees and other expenses and disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of LANGAN in the performance of its services under this Agreement. LANGAN will not be responsible for any loss, damage, or liability arising from any acts by the CLIENT or any of its agents, employees, staff, or other consultants, subconsultants, contractors or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless LANGAN and LANGAN's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and all other expenses and disbursements, to which LANGAN may be subject, arising from or relating to: (i) any unknown site condition or subterranean structures of which LANGAN does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or information provided by the CLIENT on which LANGAN reasonably relied; (iii) any breach of contract, tort, error, omission, wrong, fault, or failure to comply with law by the CLIENT or third party over whom LANGAN has no control; (iv) the transport, treatment, removal or disposal of all Samples; and (v) the CLIENT's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by LANGAN.

In connection with any construction project, CLIENT agrees to insert the following wording into any General Contract, Construction Management Agreement, or foundation contractor's contract: "To the extent permitted by law, and to the extent not proven to be caused in whole or in part by an indemnitee's own negligence, the contractor and its subcontractors of any tier shall indemnify, defend, save and hold harmless the CLIENT and LANGAN from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever (including reasonable attorneys' fees and litigation costs) which arise out of or are connected with or are claimed to arise out of or claimed to be connected with the design (to the extent the design is based on calculations, plans and drawings by contractor or anyone acting by, through or under contractor for which contractor is responsible) and performance of work by the contractor, or any act or omission of the contractor. Without limiting the generality of the foregoing, such defense and indemnity shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death, property damage or any other economic loss to any indemnitee, any of indemnitees' employees, agents, contractors or subcontractors, licensees or invitees, or sustained by any other persons or entities, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workers' compensation), contractual, tort or other liability of any indemnitee, contractor, subcontractor or any other persons."

In connection with any damages, loss, suit, claim or proceeding arising from or otherwise related to the execution of excavation, support of excavation, foundations, or underpinning activities, CLIENT agrees to use all reasonable efforts to seek defense and indemnification from the Contractor and Subcontractor responsible for the work, and, to the extent the CLIENT is entitled to be or is otherwise indemnified by contractors/subcontractors, CLIENT shall not seek indemnification from LANGAN.

In the event any part of this indemnification is determined to be void as a matter of law, then the clause shall automatically be reformed to be consistent with the law and apply the parties' intent to the maximum extent permissible by law.

**J. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, the total liability, in the aggregate, of LANGAN and its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance by LANGAN per Section O, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed an aggregate amount equal to the total compensation received by LANGAN or \$100,000, whichever is greater. The CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by LANGAN.

To the extent damages are covered by property insurance, LANGAN and the CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. LANGAN and the CLIENT, as appropriate, shall require of the contractors, subcontractors, consultants, subconsultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**K. WAIVER OF CONSEQUENTIAL DAMAGES**

LANGAN and the CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the services provided by LANGAN regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.

**L. INSURANCE**

LANGAN agrees to maintain workers' compensation insurance as required by law and general liability, automobile and professional liability insurance with minimum limits of \$1,000,000. Certificates of insurance will be issued to the CLIENT upon written request.

The CLIENT agrees that it will require the construction manager, general contractor and, the contractor(s) responsible for performing the work reflected by or relating to LANGAN's services on the Project, to name LANGAN as an additional insured on its Commercial General Liability and Excess/Umbrella insurance policies inclusive of operations, completed operations, and products liability coverage provisions. Such additional insured coverage shall be provided by endorsement CG 20 32 04 13 (for ongoing operations) and endorsement CG 20 37 04 13 (for completed operations).

To the fullest extent permitted by law, Client hereby waives all rights of recovery under subrogation against LANGAN and its consultants.

**M. FORCE MAJEURE**

LANGAN will not be responsible or liable for any delays in performance or failure of performance related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, unforeseen existing or subsurface conditions, acts of God, war, riot, civil disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, or delays caused by the CLIENT, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other cause beyond the reasonable control of LANGAN.

#### **N. OPINION OF COST**

Consistent with the Standard of Care in Section B of these General Terms and Conditions, any opinions rendered by LANGAN as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an experienced and qualified professional familiar with the industry. LANGAN cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. LANGAN's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.

#### **O. PROJECT DELIVERABLES**

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN and all electronic media prepared by LANGAN are considered its project Deliverables to which LANGAN retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of LANGAN's Deliverables. All Deliverables provided by LANGAN to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without LANGAN's prior written authorization is strictly prohibited; provided, however, that LANGAN, in its sole discretion, may agree to grant reliance to a single relying party subject to (i) the payment by Client of a reliance fee equal to 10 percent (10%) of the amount paid by Client for the Deliverables upon which reliance is to be granted, and (ii) acceptance by the relying party of Langan's standard reliance letter (a copy of which will be provided to Client and relying party upon request).

If the CLIENT distributes, reuses, or modifies LANGAN's Deliverables without the prior written authorization of LANGAN, or uses LANGAN's Deliverables to complete the project without LANGAN'S participation, the CLIENT agrees, to the fullest extent permitted by law, to release LANGAN, its officers, directors, employees and subconsultants from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold LANGAN harmless from all costs and expenses, including the cost of defense, related to claims and causes of action arising therefrom or related thereto.

LANGAN will not sign any documents that certify the existence of conditions whose existence LANGAN cannot ascertain, or execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

#### **P. CONFLICTS OF INTEREST**

LANGAN provides engineering and other services on behalf of many companies and individuals; thus, during the time LANGAN is providing services to CLIENT it may also provide engineering and other services, unrelated to the services LANGAN is providing to CLIENT, to other present or future clients of LANGAN with interests adverse to CLIENT'S interests. CLIENT agrees that LANGAN'S services to CLIENT will not disqualify LANGAN from providing services to other clients in matters that are unrelated to the services LANGAN is providing to CLIENT, and CLIENT hereby waives any conflict of interest with respect to those services. LANGAN agrees not to use or disclose any proprietary or other confidential information of a nonpublic nature concerning CLIENT, which is acquired by LANGAN as a result of its service to CLIENT, in connection with any other matter, unless required to do so by law.

#### **Q. TERMINATION**

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement. Failure of the CLIENT to make payments to LANGAN in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at LANGAN's option after such seven (7) day notice period or anytime thereafter. In the event of termination, LANGAN will be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses.

#### **R. DISPOSAL OF SAMPLES**

All samples, contaminated or otherwise ("Samples"), collected by LANGAN while performing services under this agreement remain the property and responsibility of the CLIENT. LANGAN may dispose of Samples in its possession after ninety (90) calendar days from the date the samples are taken unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT. Under no circumstances shall these rights, title and responsibility be transferred to LANGAN, and nothing contained in this Agreement shall be construed as requiring LANGAN to assume the status of an owner, operator, generator, storer, transporter or person who arranges for disposal, under any federal or state law or regulation.

#### **S. RIGHT TO REFERENCE PROJECT**

The CLIENT agrees that LANGAN has the authority to use its name as the CLIENT and a general description of the Project as a reference for other prospective clients.

#### **T. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

#### **U. DISPUTE RESOLUTION**

LANGAN and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings, which proceeding must be brought in a court of competent jurisdiction in the state in which the office of LANGAN that issued the Proposal is located. LANGAN and CLIENT waive any right to a trial by jury.

All actions by CLIENT against LANGAN, and by LANGAN against CLIENT whether for breach of contract, tort or otherwise, shall be brought within the period specified by applicable law, but in no event more than five (5) years following substantial completion of LANGAN'S services. CLIENT and LANGAN unconditionally and irrevocably waive all claims and causes of action not commenced in accordance with this paragraph.

If the CLIENT asserts a claim against LANGAN relating to allegations of professional negligence in performance of LANGAN'S services under this Agreement, LANGAN will be entitled to reimbursement of any costs incurred by LANGAN in the defense of the professional negligence claim, including any expenses incurred as part of LANGAN'S professional liability insurance deductible, to the extent LANGAN is successful in its negligence defense.

#### **V. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of LANGAN that issued the Proposal is located.

#### **W. ENTIRE AGREEMENT**

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and LANGAN's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement and conflicting terms on documents created by the CLIENT, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.

# TAB 11

**RESOLUTION NO. 820**

**A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA APPROVING AND RATIFYING A PROPOSAL FROM M&O BOBCAT, LLC (“M&O”) FOR SEAWALL REPAIRS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Village has commenced work on its Perimeter Security Project which includes the installation of equipment at various locations on seawalls surrounding the Island; and

**WHEREAS**, one of the locations requires repairs to the seawall to provide adequate support for the installation of certain equipment; and

**WHEREAS**, the Village has solicited a proposal from M&O to perform the restorative work, a copy of which is attached as Exhibit “A” to this Resolution (the “Proposal”); and

**WHEREAS**, the Village wishes to approve the Proposal and work described therein.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA:**

**Section 1. Recitals Adopted.** Each of the recitals stated above is hereby adopted and confirmed.

**Section 2. Approval and Ratification.** The Village Council hereby approves and ratifies the proposal from M&O for seawall repairs.

**Section 4. Implementation.** The Village Manager is hereby authorized to take all action necessary to implement this Resolution.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon its adoption by the Village Council.

**PASSED AND ADOPTED this \_\_\_\_ day of April 2021.**

APPROVED:

\_\_\_\_\_  
BERNARD KLEPACH, MAYOR

ATTEST:

\_\_\_\_\_  
MARILANE LIMA, VILLAGE CLERK, CMC

Approved as to form and legal sufficiency:

---

VILLAGE ATTORNEY



# M&O Bobcat LLC

1101 Atkinson Avenue. Fort Lauderdale. FL. 33312  
Ph: 786-886-9361

## Invoice X Proposal

Date	No.
3/24/2021	1

Name / Address
HPF ASSOCIATES
Indian Creek, FL United States
Ph: (305) 773-6255

Project

ITEM	DESCRIPTION	Qty	Cost	Total
1	Extend Seawall 4' with rebar	1	\$4,800.00	\$4,800.00
	Concrete/ Pour/ Finish			

**Subtotal** \$4,800.00

PRINT NAME ONLY: \_\_\_\_\_

**Sales Tax** \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**TOTAL** \$4,800.00

# TAB 12

**RESOLUTION NO. 823**

**A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA APPROVING THE ENGAGEMENT OF SCS ENGINEERS, INC. TO PROVIDE FINANCIAL ANALYSIS AND CONSULTING SERVICES FOR THE VILLAGE’S ROADWAY REDEVELOPMENT PROJECT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Village has commenced its Roadway Redevelopment Project (the “Project”); and

**WHEREAS**, the cost of the Project will require third party bond financing with various sources of revenue; and

**WHEREAS**, the Village wishes to engage professional advisors to assist in evaluating the financial borrowing needs and financial analysis to support the Project’s financing; and

**WHEREAS**, SCS Engineers (“SCS”) has a particular expertise in the study, evaluation and support documentation for municipal capital improvement projects similar to the Project; and

**WHEREAS**, the Village wishes to engage SCS under the terms of the proposal attached hereto as Exhibit “A” (the “Proposal”).

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA:**

**Section 1. Recitals Adopted.** Each of the recitals stated above is hereby adopted and confirmed.

**Section 2. Approval of Proposal.** The Village Council hereby approves and ratifies the attached Proposal.

**Section 4. Implementation.** The Village Manager is hereby authorized to take all action necessary to implement the Proposal and this Resolution.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon its adoption by the Village Council.

**PASSED AND ADOPTED this \_\_\_\_ day of April 2021.**

APPROVED:

\_\_\_\_\_  
BERNARD KLEPACH, MAYOR

ATTEST:

---

MARILANE LIMA, VILLAGE CLERK, CMC

Approved as to form and legal sufficiency:

---

VILLAGE ATTORNEY

April 22, 2021

Ms. Jennifer Medina  
Indian Creek Village, Village Manager  
9080 Bay Drive  
Indian Creek Village, FL 33154

Subject: Road Capital Special Assessment and Stormwater Rate Study Proposal

Dear Ms. Medina,

Indian Creek Village (Village) has requested the cost to perform a Road Capital Special Assessment and Stormwater Rate Study. SCS Engineers (SCS) is pleased to present our proposed scope of services and cost estimate.

### YOUR BACKGROUND

The Village, which is largely situated on a man-made barrier island along Biscayne Bay, has a total land area of approximately 294 acres. Connected by a bridge over Indian Creek waterway, the island contains 41 platted waterfront residential home sites. The balance of the island is occupied by the Indian Creek Country Club (ICCC), which contains a clubhouse, golf course, dockage, and other facilities. The Village Hall complex is on another parcel before the bridge to the island.



There is one road around most of the island used to access the golf course and home sites. The Village needs to complete a large capital project that will involve significant construction on this roadway, along with stormwater system improvements.

The Village feels that the stormwater portion of this project can be paid using the stormwater rates paid by the residents. The project cost for road construction can be recovered in a non-ad valorem special assessment. Further, the Village will issue a bond for the project costs that will require financial support. SCS can provide the Village with support for all of these analyses.

### OUR QUALIFICATIONS

SCS will support you by offering our project team's expertise in cost apportionment and ratemaking for municipal government. Our team includes experts in municipal consulting and finance:

#### Vita Quinn, MBA – Project Manager

I leads SCS' Management Services team and am SCS' **National Expert on Rate Studies**. My expertise is in providing economic, financial, and management consulting services to local governments. I will be your **point of contact** and perform the majority of project work.



### **Amy Dzialowski – Urban Planning and Funding Expert**

Amy is SCS's **National Expert on Grants** and has nearly 20 years of urban planning and municipal program funding experience. She currently serves her community as a city councilor. In this capacity, she has supported policy decisions and budget direction across general fund departments and utility enterprise funds.

For use in this project, as required, I have also made available GIS staff and a hydrogeologist to assist in analyzing site data. Additionally, a team of financial and data analysts who specialize in consulting and ratemaking for utilities and municipal governments will support us in this effort. Our project team will help you understand your revenue requirements while developing rates and assessments that are equitable, defensible, comply with State law and statutes, and reflect your desired level of service for your residents.

## **OUR APPROACH**

Our proposed scope of services includes the following activities:

- Kickoff meeting to discuss project costs for stormwater and road improvements, establish the project schedule and gather data, and a thorough review of the data provided;
- Financial sustainability analysis to determine the adequacy of your revenues to support your ongoing cost of operations, debt, and capital costs while meeting your financial goals;
- Road capital cost apportionment and assessment analysis
- Calculation of updated stormwater rates and proposed rate structure changes; and
- Support for bond feasibility analysis.

The scope includes a technical memorandum for the stormwater rate analysis, a technical memorandum for the road capital assessment analysis, and one virtual Council meeting or work session for each. While not defined herein, we can provide additional support for public engagement and outreach, should the Village require it.

Attachment A describes our proposed scope of services, detailed work plan, and cost estimate. We propose to complete this work for a fixed fee of \$81,725. We are submitting this proposal for your review and consideration and would like to set up a time to discuss the proposed scope of services as soon as possible. We look forward to the opportunity to serve you.

Sincerely,



Vita Quinn, MBA  
Director of Management Services  
SCS Engineers  
[vquinn@scsengineers.com](mailto:vquinn@scsengineers.com)  
386-546-7719



Amy M. Dzialowski  
Planning & Funding Manager  
SCS Engineers  
[adzialowski@scsengineers.com](mailto:adzialowski@scsengineers.com)  
405-264-3624

# ATTACHMENT A

## SCOPE OF SERVICES

### WORK PLAN AND COST ESTIMATE

Our work plan below details the tasks, meetings with the Village staff and/or engineers and attorneys, and final deliverables that will be included in this study. This proposal is fixed fee and includes all of our anticipated time and expenses to complete the tasks described below. To the extent that the Village wishes to engage SCS for meetings or other services not defined herein, the cost for these meetings or hourly rates for services can be found at the end of this section under Hourly Rates.

### Scope of Proposed Services

The goals of the rate study requested are for the Village to:

- **Determine the adequacy of your revenues** to cover the cost of capital projects and providing services in the Village and propose revenue enhancements that will help you meet your financial goals over a 10-year projection period,
- **Develop apportionment methodology and calculate road capital assessments** to be paid by benefitting properties in the Village,
- **Validate or recommend a stormwater rate structure** that will adequately recover the cost of providing services from the Village's customers, and
- **Provide support for a bond feasibility analysis** for the bond issuance that will fund the road/stormwater capital project,

To accomplish these goals, SCS will perform the following activities:

### Project Initiation and Data Review

We will begin our study by scheduling a kickoff call with the Village to discuss key issues, near and long-term goals, and metrics that you consider most important to your financial performance. At this meeting we will also distribute our data request, discuss the items required for our analysis, and the platform we will use for data transfer. We will establish who will be involved in the process, the key members of our team and the Village, and discuss the project schedule for work sessions with Village staff and attorneys, presentation of results to the Council or other key decision makers, and preliminary and final deliverables.

Once we receive the data, we will begin to review the Village's data including items such as:

- Historical and current stormwater rates
- Account/parcel information
- Fund balances
- Historical and budgeted revenues and operating expenses

- Debt service schedules and coverage requirements
- Capital improvement plan including the road/stormwater project
- Vehicle and equipment replacement schedules
- Projected future hiring
- Village policies relevant to the analysis
- Legal and financial concerns and/or regulatory and policy restrictions

We will work with Village staff and engineers to determine the project costs attributable to road improvements and stormwater system improvements for use in the analyses. We will also review any other data provided by Village staff and remain in contact if we need clarification on the data prior to our first collaborative work session.

## Financial Sustainability Analysis

### 10-Year Projection of Costs

We will first perform a financial sustainability analysis to determine the long-term financial sustainability of the Village, including a 10-year financial management plan and recommendations for revenue enhancements. We will consider the Village's population growth, property value increases, and new housing unit projections, and determine how this will affect the Village's revenue projections. We use your historical budgeted and actual spending as the basis for our projections.

We customize our Financial Sustainability Model to reflect your financial and operational dynamics. The model utilizes the above data, available fund balances, your hiring needs, capital and fleet replacement program, and financial policies to project your future cash flows.

During our collaborative virtual meetings, we will discuss the preliminary results of the analysis with key staff. We will share our financial model on the screen and review the data and assumptions used in the analysis. We will use the model to test multiple "what if" scenarios and test the sensitivity of your financial outcomes to changes in these variables. For example, we will test the impact of changes to the road/stormwater project costs and timing, and the associated impact on operating expenses and staffing. Further, we will evaluate funding alternatives and discuss transfers to reserves to plan for future expenditures.

### 10-Year Financial Management Plan

For each of the cost and capital expenditure scenarios considered in the analysis, we will test long-term financial management plans that will help you to make decisions to secure your financial sustainability. Our model is a dynamic decision-making tool that presents real-time results in a simple, graphical format. The model can also compare scenarios side-by-side to optimize the decision process.

During our collaborative meetings, we work to develop a long-term plan of financial strategies, revenue enhancements, or revenue diversification opportunities that will help you to meet your financial goals and desired level of service while minimizing the impacts to your customers.

## Road Capital Assessment Analysis

Once the Financial Sustainability Analysis is complete, we will develop a non-ad valorem special assessment for the road project costs. Our analysis will consist of the following elements:

### Finding of Benefit

In order to determine the assessments for each parcel, we will first review the Village's property data. We will examine the property roll to determine the parcels that will receive special benefit from this project and consider whether the same benefit is conveyed upon all parcels in the Village.

In finding special benefit, it is important to consider whether all of the properties in the assessment area derive special benefit from the improvements, even if some of the parcels are currently unimproved. We will consider the benefits received by each parcel due to road improvements, such as access to the property, and enhanced value and marketability.

### Revenue Requirement

Next, we will determine the revenue requirement for the assessment. We will start by finalizing the total project costs attributable to road improvements, removing any costs attributable to stormwater system improvements that will be included in the stormwater rates. We will then consider the Village's intended funding source.

As the Village intends to borrow for this project, we will use the anticipated financing terms and annual debt service payment as identified in the Financial Sustainability Analysis. We will consider the costs of assessment implementation and administration, including fees paid to the Village's engineers, consultants, attorneys, the Miami-Dade County Property Appraiser, and the Miami-Dade County Tax Collector.

### Fair and Reasonable Apportionment of Costs

The next step is to develop methodology for apportioning the revenue requirement to the benefitting parcels. The costs of the assessment must be fairly and reasonably apportioned among the properties that receive the special benefit. For each methodology considered, we will determine whether the methodology: applies to all benefitting parcels, allows for equitable apportionment of costs, and uses data available in the property rolls or other sources of information that can be readily obtained for ease of future administration.

We will meet with the Village and attorneys to discuss each of the methodologies and determine which methodology to use for cost apportionment. Next, we will calculate the total annual assessments to be paid by the benefitting parcels and create a technical memorandum describing the analysis and results. We will distribute the preliminary assessment roll and draft memorandum to the Village and attorneys for review and comment. Upon receiving comments, we will adjust our analysis and/or memorandum as required and distribute the final memorandum and a copy of the assessment roll to be delivered to the property appraiser.

We will attend a virtual meeting with Council for assessment adoption and/or to present the findings of our analysis and recommendations in a PowerPoint presentation. Prior to the public meeting, we will provide the presentation for review by Village staff.

## Stormwater Rate Analysis

As part of the project cost apportionment described above, we will determine the amount of the total road/stormwater capital project costs attributable to stormwater system improvements. Additionally, we will use the results of the Financial Sustainability Analysis to identify all costs associated with provision of stormwater services in the Village.

To do this, we will bring the total revenue requirements from the Financial Sustainability Analysis into our Cost of Service Analysis model. This model examines each line of the Village's budget to define the true costs of stormwater operations, system maintenance, and provision of other stormwater services to the Village's residents and business.

As required during this process, we will work closely with Village staff on workflow cost allocations for Village employees and fleet/equipment allocations. We will use this and other information to allocate each line item in the budget to stormwater or other Village functions. These allocations will help us to establish our initial revenue requirement for stormwater rates prior to a meeting with Village staff. We will then compare the cost of providing stormwater services to the revenues generated by the Village's current rates. The outcome of this analysis determines the net revenue requirement used in updating the stormwater rates.

To begin the rate analysis, we will examine the Village's current rate or Equivalent Residential Unit (ERU) calculation. We will obtain historical stormwater billing data, analyze the property data for each parcel in the Village of Pinecrest, and obtain any additional building and structure files required for the analysis. Next, we will analyze current billed units/ERUs and consider the billing units that will be used in the rate structure update.

We will consider various methodologies and discuss alternatives with Village staff and attorneys. During a collaborative meeting with staff, we will discuss the recommended unit calculations, updated rates, and any other adjustments the Village might consider to the rate structure. As part of this meeting, we will discuss any other miscellaneous fees currently charged for stormwater services and make recommendations for any additional fees, surcharges, or cost reimbursements that the Village should consider to recover the costs of services provided.

We will create a technical memorandum describing the analysis and results. The draft memorandum will be distributed to the Village and attorneys for review and comment. Upon receiving comments, we will adjust our analysis and/or memorandum as required and distribute the final memorandum and schedule of rates/fees for the updated stormwater charges.

We will attend a virtual meeting or workshop with Council and/or key decision makers to present the findings of our analysis, screenshots of the model results, and recommendations in a PowerPoint presentation. At this meeting, the detailed models used to develop the rates will be available if Council has any questions regarding the data or assumptions used. Prior to the public meeting, we will provide the presentation for review by Village staff.

## Bond Feasibility Analysis

As part of this road/stormwater capital project, the Village anticipates borrowing for most or all of the project costs. As part of the bond issuance process, the Village will require a feasibility study that details annual revenue projections over the life of the anticipated financing term.

The feasibility study often includes information such as historical data, Village demographics, potential risk factors, and sensitivity analysis. This information is included in the official statement for the bonds, delivering independent third-party support of the revenue anticipated to be available over time to repay debt service. While we understand that the multiple parties will be involved in much of this process, we will work closely with the Village staff, engineers, bond counsel, ratings agencies, or other entities as necessary to provide financial support for the bond issuance.

## FEE ESTIMATE

We propose to complete this work for a fixed fee of \$81,725. To assist the Village in determining the consulting costs for the road capital assessment and stormwater rate analysis, we have broken out the total project costs for each in the table below.

<b>Fee Estimate for Road Capital Assessment and Stormwater Rate Study</b>		
	<b>Road</b>	<b>Stormwater</b>
Project Initiation and Project Cost Determination	\$ 2,700	\$ 2,700
Financial Sustainability Analysis	\$ 4,413	\$ 4,413
Road Capital Assessment Analysis	\$ 22,350	\$ -
Stormwater Rate Analysis	\$ -	\$ 31,875
Bond Feasibility Analysis	\$ 6,638	\$ 6,638
<b>Total Project Costs</b>	<b>\$ 36,100</b>	<b>\$ 45,625</b>

## HOURLY RATES

To the extent that the Village requires additional hourly services, they can be provided at the rates shown below. Alternatively, the Village can request a fixed rate proposal from SCS for additional services.

### SCS HOURLY RATES THROUGH DECEMBER 31, 2021

<b>SCS Project Team Titles</b>	<b>Hourly Rate (\$)</b>
Director of Management Services	\$ 225
Planning & Funding Manager	\$ 225
Hydrogeologist	\$ 225
GIS	\$ 130
Management Analyst	\$ 115
Financial Analyst	\$ 105
Secretarial/Clerical	\$ 80

TAB 13

**RESOLUTION NO. 824**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIAN CREEK, FLORIDA, ACCEPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT AND MANAGEMENT LETTER PREPARED BY THE FIRM CABALLERO FIERMAN LLERENA + GARCIA LLP, FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; RETAINING THE FIRM OF CABALLERO FIERMAN LLERENA + GARCIA, LLP TO PREPARE THE FINANCIAL AUDIT REPORT FOR FISCAL YEAR 2021; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 218.39, Florida Statutes, requires that a local governmental entity conduct an annual financial audit of its accounts and records; and

**WHEREAS**, Section 3.09 of the Indian Creek Village (the “Village”) Charter requires an annual audit of the Village’s financial accounts as provided by Florida Statutes; and

**WHEREAS**, Section 4.04(g) of the Village Charter further requires that a complete financial report be prepared and available for the Village Council and the public within 90 days of the end of each fiscal year; and

**WHEREAS**, the firm Caballero Fierman, Llerena + Garcia, LLP (the “Auditor”), has completed the audit of the Village’s financial accounts and records for the fiscal year ending September 30, 2020, and has prepared a Comprehensive Annual Financial Report and Management Letter; and

**WHEREAS**, the Village desires to accept the Auditor’s Comprehensive Annual Financial Report and Management Letter for the fiscal year ending September 30, 2020; and

**WHEREAS**, the Village further desires to retain the Auditor to perform the Village’s annual financial audit report for the fiscal year 2021.

**NOW THEREFORE BE IT RESOLVED**, by the Village Council of Indian Creek Village, Florida as follows:

**Section 1. Recitals Adopted.** That the recitals as set forth above are hereby adopted and confirmed.

**Section 2. Comprehensive Annual Financial Report and Management Letter Accepted.** That the Village Council hereby accepts the Comprehensive Annual Financial Report and Management Letter prepared by the Auditor for the fiscal year ending September 30, 2020 in accordance with the rules of the Auditor General of the State of Florida, the Auditor having advised the Village Council that all of the State audit requirements have been met and that no irregularities were found.

**Section 3. Engagement of Auditor for Fiscal Year 2021.** That the firm of Caballero Fierman, Llerena + Garcia, LLP, be retained to conduct the Village's annual financial audit for fiscal year 2021 under the terms and conditions described in the Letter of Engagement between Alberni, Caballero & Fierman, LLP and the Village dated August 21, 2020 a copy of which is attached hereto as Exhibit "A."

**Section 4. Implementation.** That the Village Manager is hereby directed to take all actions appropriate and necessary to implement and to effectuate the purposes of this Resolution.

**Section 5. Effective Date.** That this Resolution shall be effective immediately upon its adoption.

PASSED and ADOPTED this 27<sup>th</sup> day of April, 2021.

---

BERNARD KLEPACH  
MAYOR

ATTEST:

---

MARILANE LIMA  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

---

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY

# Exhibit A



August 21, 2020

To Honorable Mayor, Village Council and Village Manager  
Indian Creek Village, Florida  
9080 Bay Drive  
Indian Creek Village, Florida 33154

Re: Engagement Letter with Caballero Fierman Llerena & Garcia, LLP (“We”, “our” or “us”)

We are pleased to confirm our understanding of the services we are to provide Indian Creek Village, Florida (the “Village”) for the fiscal years ending September 30, 2020 through 2025.

We will audit the financial statements of the governmental activities, the business-type activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Village as of and for the fiscal years ending September 30, 2020 through 2025.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the Village’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) GASB – required supplementary pension and OPEB information (if applicable)

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors’ report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section
- 2) Statistical Section

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of The Village and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Village's financial statements. Our report will be addressed to the Honorable Mayor, Village Council and Village Manager of the Village. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Village is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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

**Audit Procedures—Internal Control**

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

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

**Audit Procedures—Compliance**

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

**Other Services**

We will also assist in preparing the financial statements and related notes of the Village in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Management Responsibilities**

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

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

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

You acknowledge that we must have sufficient time to conduct our engagement. We will require your assistance to provide us with information on a timely basis in order to complete our engagement in an efficient and timely manner. Should we not receive such information and assistance from you with sufficient time to complete our engagement procedures, then you acknowledge that we can give no assurances that our engagement will be completed prior to the date it may be required.

The financial statements are the responsibility of the Village's management, although management may consult with us regarding accounting principles applied to the financial statements and methods of application, the selection of accounting principles and method of application is a determination made solely by management.

Finally, with regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

At the conclusion of our audit, we will request certain written representations from you that, among other things, will confirm management's responsibility for the preparation of the financial statements in accordance with accounting principles generally accepted in the U.S., attesting to the completeness and truthfulness of representations and disclosures made to us during the course of our work, the completeness and availability of all minutes of the Council, and, to the best of your knowledge and belief, the absence of irregularities involving management or those employees who have significant roles in the Village's internal control structure. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The management representation letter must be signed and returned to us before we will release our auditors' report.

#### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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

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

The audit documentation for this engagement is the property of Caballero Fierman Llerena & Garcia, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory authority or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Caballero Fierman Llerena & Garcia, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulatory authority or its designee. The regulatory authority or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

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

Andrew Fierman, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$22,800 annually for fiscal years ending September 30, 2020 September 30, 2022 (not including the Federal Single Audit, if required see below) with a 5% annual increase for fiscal years ending September 30, 2023 through 2025.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If in any year of this engagement letter, the Village is required to undergo a single audit in accordance with the Single Audit Act Amendments of 1996; Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"), the additional fee will be discussed at that time. Also, a new engagement letter will be provided that meets the requirements of the Uniform Guidance. The additional fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

The Village hereby indemnifies Caballero Fierman Llerena & Garcia, LLP and its partners, principals, and employees, and holds them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by a member of the Village's management, regardless of whether such person was acting in the Village's interest. This indemnification will survive termination of this letter of engagement.

The parties to this engagement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will be submitted to mediation, either prior to the filing of any legal action, or upon service of any lawsuit, upon written request of any party to the engagement. The party requesting mediation shall select the mediation provider from the list of mediation training providers approved by the Florida Supreme Court. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association or such other rules as may be agreed upon by the parties. The results of this mediation shall not be binding upon either party. Costs of any mediation proceeding shall be shared equally by both parties. The parties shall be responsible for their own legal fees incurred during the mediation. The venue of the mediation shall be in Miami-Dade County, Florida.

If mediation is unsuccessful, and/or if any legal proceedings are filed, by entering into this engagement, the Village and we each expressly agree and acknowledge that Circuit Court for the Eleventh Judicial Circuit of Florida in and for Miami-Dade County, in Miami, Florida, and the United States District Court for the Southern District of Florida, in Miami, Florida, shall each have exclusive and sole jurisdiction for any action arising from, from relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions by us or the Village and their respective employees, representatives, or agents. You expressly acknowledge that you voluntarily submit to personal jurisdiction in the State of Florida for any such legal action.

**WE AND THE VILLAGE EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ENGAGEMENT LETTER OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER US OR THE VILLAGE.**

The provisions of the immediately preceding last two paragraphs of this engagement letter are each a material inducement for us to accept this engagement in accordance with the provisions of this engagement letter. The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action on our part and/or by the Village and our relationship with the Village shall be governed by the laws of the State of Florida. In any litigation brought either by us or the Village, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

Our audit is intended for the benefit of the Village. The audit will not be planned or conducted in contemplation of reliance by any third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.

If you intend to publish or otherwise reproduce the financial statements together with our report (or otherwise make reference to our Firm) in a document that contains other information, you agree to provide us with a draft of the document to read and comment on before it is printed and distributed. Furthermore, you agree that the terms of this engagement do not encompass an undertaking by us (1) to consent, by means of separate letter or otherwise, to the inclusion of our auditors' report on the financial statements referred to above in a filing with a Federal or state regulatory agency or otherwise reissue our report for purposes of a securities offering or other financing transaction, or (2) to acknowledge reliance on our report by others.

With regard to the electronic dissemination of the audited financial statements, including statements published electronically on a website, you understand that electronic sites are means to distribute information and, therefore, we are not required to read the information contained on these sites or to consider the consistency of other information in the electronic site with the original document. Further, you hereby authorize Caballero Fierman Llerena & Garcia, LLP to electronically submit to your employees or to others as you may request or as may be necessary to perform our engagement, any financial statements, workpapers, and other information related to our services under this agreement. By your signature below, you acknowledge and agree to hold Caballero Fierman Llerena Garcia, LLP harmless from any damages, claims, liabilities, losses, and costs (including legal fees of counsel of our own choosing) whatsoever that might be caused by the electronic transmission or submission of this data.

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct or indirect charges incurred through the date of termination or resignation or thereafter as circumstances and this engagement agreement may require.

This engagement letter reflects the entire agreement between us relating to the services covered by this letter. It replaces and supersedes any previous proposals, correspondence and understandings, whether written or oral. If any portion of this agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of this agreement shall remain in effect. The agreements of the Village and Caballero Fierman Llerena & Garcia, LLP contained in this engagement letter shall survive the completion or termination of this engagement.

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

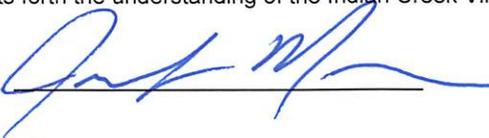
Very truly yours,



Andrew Fierman, CPA  
Partner  
Caballero Fierman Llerena & Garcia, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Indian Creek Village, Florida.

Authorized signature: 

Title: Village Manager

Date: 8/24/20