

AGENDA



SPECIAL COUNCIL MEETING

Tuesday, May 30, 2023
6:00 pm
Indian Creek Village Hall
9080 Bay Drive
Indian Creek, FL 33154

SPECIAL COUNCIL MEETING

TUESDAY, MAY 30, 2023

6:00 PM

AT VILLAGE HALL

9080 BAY DRIVE, INDIAN CREEK, FL 33154

<https://us02web.zoom.us/j/84780866256>

Meeting ID: 847 8086 6256

1. CALL TO ORDER / ROLL CALL OF MEMBERS
 2. PLEDGE OF ALLEGIANCE
 3. PUBLIC COMMENTS: *Any person wishing to address the Council should state their name, and address, for the record, prior to making the statement.*
-

4. ORDINANCES

TAB 1

- A. AN ORDINANCE OF THE VILLAGE OF INDIAN CREEK, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES BY AMENDING CHAPTER 26, “UTILITIES”, ARTICLE III, “STORMWATER”, DIVISION 3, “STORMWATER MANAGEMENT”, SECTION 26-129 AND SECTION 26-130; UPDATING “BEST PRACTICES” AND DISCHARGE EXEMPTIONS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. (Ordinance # 234). **First Reading**
 - B. AN ORDINANCE OF THE VILLAGE OF INDIAN CREEK, FLORIDA, AMENDING THE VILLAGE’S CODE OF ORDINANCES BY AMENDING APPENDIX A, ARTICLE 11, SECTION C OF THE LAND DEVELOPMENT REGULATIONS, TO REVISE THE PROCEDURE FOR THE GRANTING OF VARIANCES; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. (Ordinance # 232). **Second Reading**
 - C. AN ORDINANCE OF THE VILLAGE OF INDIAN CREEK, FLORIDA, AMENDING THE VILLAGE’S CODE OF ORDINANCES BY AMENDING APPENDIX A, ARTICLE 4, SECTION B OF THE LAND DEVELOPMENT REGULATIONS, TO ESTABLISH SEAWALL HEIGHT REGULATIONS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. (Ordinance # 233). **Second Reading**
-

5. RESOLUTION

TAB 2

-
- A.** A RESOLUTION OF THE VILLAGE COUNCIL AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH ONE OF THE THREE RESPONDERS TO PROVIDE BUILDING PERMIT REVIEW AND INSPECTION SERVICES, INCLUDING A COMPUTER PROGRAM TO ALLOW ELECTRONIC FILING AND PROCESSING OF APPLICATIONS FOR BUILDING PERMITS.
(Resolution # 852)

6. ADJOURNMENT

TAB 3

TAB 1-A

Ordinance # 234

First Reading

ORDINANCE NO. 2023-234

AN ORDINANCE OF THE VILLAGE OF INDIAN CREEK, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES BY AMENDING CHAPTER 26, “UTILITIES”, ARTICLE III, “STORMWATER”, DIVISION 3, “STORMWATER MANAGEMENT”, SECTION 26-129 AND SECTION 26-130; UPDATING “BEST PRACTICES” AND DISCHARGE EXEMPTIONS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Indian Creek, Florida (“Village Council”) finds it periodically necessary to amend its Code of Ordinances (“Code”) in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance thereof; and

WHEREAS, the Village Council desires to update the Stormwater Management Regulations; and

WHEREAS, pursuant to law, notice has been given by publication in a paper of general circulation in the Village, notifying the public of this proposed ordinance and of the public hearings; and

WHEREAS, two (2) public hearings before the Village Council were held pursuant to the published notice described above.

NOW, THEREFORE, THE VILLAGE COUNCIL OF THE VILLAGE OF INDIAN CREEK, FLORIDA, HEREBY ORDAINS AS FOLLOWS:¹

¹ Additions to existing code text are shown by underline; deletions from existing code text are shown by ~~strike through~~. Changes between first and second reading are indicated with **highlight**.

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

Section 2. Amending Code. Chapter 26, “Utilities”, Article III, “Stormwater”, Division 3, “Stormwater Management”, Section 26-129 And Section 26-130; of the Code is hereby amended to read as follows:

Chapter 26 – UTILITIES

DIVISION 3. - STORMWATER MANAGEMENT

Sec. 26-129. Maintenance of best management practices.

Structural controls and other best management practices (BMPs) used for controlling the discharge of pollutants to the municipal separate storm sewer system or to waters of the United States shall be operated and maintained so as to function in accordance with permitted design or performance criteria and in compliance with federal, state or local permit conditions and regulations.

Erosion control measures shall be implemented and maintained, and off-site sedimentation should not occur during the period of construction activity at the site. In addition, the following requirements shall be met on all site during the period of construction activity at the site. In addition, the following requirements shall be met on all sites during the period when active construction activities occur:

1. Sediment-laden water shall be detained on site by erosion control practices that minimize sedimentation in the receiving stream.
2. Appropriate measures shall be taken to minimize or eliminate wastes or unused building materials from being carried from the site by run-off.
3. Sediment tracked from the site onto public or private roads shall be minimized and all roadways shall be kept clear of accumulated sediment.
4. All Village-maintained storm drains shall be protected against sedimentation by appropriate and acceptable methods.
5. Run-off from a disturbed area shall be controlled by either appropriate vegetative practices, the implementation of an erosion and sediment control pollution prevention plan that includes appropriate erosion control measures, or both.

Refer to EPA Construction General Permit (CGP) requirements and Miami-Dade County criteria for additional erosion and sedimentation control measures.

Sec. 26-130. Exemptions.

The following activities shall not be considered either an illicit discharge or illicit connection unless such activities cause, or significantly contribute to, the impairment of the use of the municipal separate storm sewer system or the violation of the conditions of NPDES Permit No. FLS000006:

- (1) Discharges from:
 - a. Water line flushing;
 - b. Flushing of reclaimed water lines;
 - ~~c. Street cleaning;~~
 - ~~d. Construction dust control;~~
 - ~~e. c.~~ Landscape irrigation;
 - ~~f. d.~~ Diverted stream flows;
 - ~~g. e.~~ Rising groundwaters;
 - ~~h. f.~~ Foundation and footing drains;
 - ~~i. Swimming pool discharges;~~
 - g. Non-chlorinated swimming pool discharges and less than 1ppm;
 - ~~j. h.~~ Uncontaminated groundwater infiltration, as defined at 40 CFR 35.205(20);
 - ~~k. i.~~ Uncontaminated pumped groundwater;
 - ~~l. j.~~ Discharges from potable water sources;
 - ~~m. k.~~ Air conditioning condensate;
 - ~~n. l.~~ Irrigation water;
 - ~~o. m.~~ Springs;
 - ~~p. n.~~ Lawn watering;
 - ~~q. o.~~ Individual residential car washing;
 - ~~r. p.~~ Flows from riparian habitats and wetlands; and
 - ~~s. q.~~ Discharges or flows from emergency firefighting activities and emergency response activities done in accordance with an adopted spill response/action plan.
- (2) Discharges which have obtained appropriate federal, state and local permits and are in compliance with the conditions of these permits.

* * *

Section 3. Inclusion in the Code. It is the intention of the Village Council, and it is hereby ordained that this Ordinance shall become effective and made part of the Village Code; that

the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

Section 4. **Repealer.** All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. **Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. **Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by Council Member _____, who moved its adoption on first reading. The motion was seconded by Council Member _____ and, upon being put to a vote, the vote was as follows:

Mayor Bernard Klepach	___
Vice Mayor Javier Holtz	___
Council Member Irma Braman	___
Council Member Robert Diener	___
Council Member Irwin E. Tauber	___

The foregoing Ordinance was offered by Council Member _____, who moved its adoption on second reading. This motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

Mayor Bernard Klepach	___
Vice Mayor Javier Holtz	___
Council Member Irma Braman	___
Council Member Robert Diener	___
Council Member Irwin E. Tauber	___

PASSED AND ADOPTED on first reading this 30th day of May 2023.

PASSED AND ADOPTED on second reading this ____ day of September 2023.

BERNARD KLEPACH, MAYOR

ATTEST

ROSEANN PRADO, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

TAB 1-B

Ordinance # 232

Second Reading

ORDINANCE NO. 2023-232

AN ORDINANCE OF THE VILLAGE OF INDIAN CREEK, FLORIDA, AMENDING THE VILLAGE’S CODE OF ORDINANCES BY AMENDING APPENDIX A, ARTICLE 11, SECTION C OF THE LAND DEVELOPMENT REGULATIONS, TO REVISE THE PROCEDURE FOR THE GRANTING OF VARIANCES; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Indian Creek, Florida (“Village Council”) finds it periodically necessary to amend its Code of Ordinances (“Code”) in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance thereof; and

WHEREAS, the Village Council desires to update the Land Development Regulations to revise the procedures for granting variances; and

WHEREAS, the Village Council, sitting as the Village’s Local Planning Agency, has reviewed this proposed Ordinance and recommended its approval; and

WHEREAS, pursuant to law, notice has been given by publication in a paper of general circulation in the Village, notifying the public of this proposed ordinance and of the public hearings; and

WHEREAS, two (2) public hearings before the Village Council were held pursuant to the published notice described above.

NOW, THEREFORE, THE VILLAGE COUNCIL OF THE VILLAGE OF INDIAN CREEK, FLORIDA, HEREBY ORDAINS AS FOLLOWS:¹

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

Section 2. **Amending Code.** That Article 11, Section C, “Variance Procedure” of Appendix A “Land Development Regulations,” of the Code is hereby repealed in its entirety and replaced to read as follows:

APPENDIX A - LAND DEVELOPMENT REGULATIONS

* * *

ARTICLE 11. – ADMINISTRATION AND ENFORCEMENT

* * *

C. Variance procedure.

- (1) ~~The village shall hear applications for and grant or deny nonuse variances from setback requirements subject to certain limitations, frontage requirements, height limitations, lot size restrictions, landscape/open space requirements and other deviations from the village land development regulation provisions which have no relation to change of kind, intensity, or nature of land use of the property in question. The village council, any of its members, or staff may inspect the premises and area under consideration. The village may grant a nonuse variance upon showing by the applicant that the variance meets all the following criteria:~~
- (a) ~~That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.~~
 - (b) ~~That the special conditions and circumstances do not result from the actions of the applicant.~~
 - (c) ~~That granting the variance requested will not confer on the applicant any special privilege that is denied by these LDRs to other lands, buildings or structures in the same zoning district.~~
 - (d) ~~That literal interpretation of the provisions of these LDRs would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of these LDRs and would work unnecessary and undue hardship on the applicant.~~

¹ Additions to existing code text are shown by underline; deletions from existing code text are shown by ~~strikethrough~~. Changes between first and second reading are indicated with **highlight**.

- ~~(e) — That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.~~
 - ~~(f) — That granting the variance will not change the use to one that is not permitted in the zoning district or different from other land in the same district.~~
 - ~~(g) — That the granting of the variance will be in harmony with the general intent and purpose of these LDRs and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.~~
- ~~(2) — All applications for nonuse variance shall be initiated by the filing with the village manager of an application on a form prescribed by the village manager, executed by the owner of the property described in the application, or by a duly authorized agent, evidenced by a written power of attorney, if not a member of the Florida Bar. An initial nonrefundable fee for each variance requested, as enumerated in the building department schedule of fees, shall be paid to the village for the review of said application by the building official. Within 60 days of the variance application the building official shall render a decision approving, denying or requiring modifications to said request.~~
- ~~(3) — If an applicant wishes to appeal the administrative decision of the building official a written request for review of said decision shall be made to the village manager. An appeal request shall include an appeal of building official decision fee, as enumerated in the building department schedule of fees, for each variance to be appealed. This fee shall cover the village's direct and indirect costs associated with this review by the village's manager, planner or other staff as deemed necessary. Within 60 days of the receipt of the appeal request and associated fees the village manager or designee shall render a decision either affirming the building official's decision or granting said variance request as submitted to the village manager.~~
- ~~(4) — If requested, appeals of the village manager's decision shall be heard by the village council within 60 days of an application having been filed hereunder. Said appeal shall be reviewed and transmitted to the village council, together with the written recommendations of the village manager, or his or her designee, such recommendation to become a part of the hearing file and record, and open for public inspection. No action on the application shall be taken by the village council until a public hearing has been held following at least 15 days notice of the time and place of such hearing mailed to the property owners of record, on Indian Creek Island; provided, however, that failure to mail or receive such notice shall not affect any action or proceedings taken hereunder. A fee, as enumerated in the building department schedule of fees, for each variance appeal requested shall be submitted to the village for costs associated with the public hearing process.~~
- ~~(5) — In granting any application for nonuse variance, the village council may prescribe any reasonable conditions, restrictions and limitations it deems desirable or necessary, in order to maintain the integrity of the village land development and the comprehensive plan and the compatibility of the property in the village in relation to the present and future use of such property.~~
- ~~(6) — All actions taken by the village council shall be by majority vote and resolution. In case, however, of objections to such application by the owners of record of 20 percent or more,~~

~~either in person or in writing made known, of the property owners in the village, such variance shall require the favorable vote of four-fifths of all members of the village council.~~

~~(7) The village shall record among the public records of Miami-Dade County, Florida, notice of each variance granted.~~

~~(8) Unless the variance is used by issuance of a building permit within six months from the date of the meeting at which the variance is granted, such variance shall become null and void.~~

(1) General. Non-use variances from the requirements of the development standards and criteria set forth in Article 4, Land and Water Use, may be granted by the Village Council after a public hearing so long as the requested variance does not change the use, type, intensity or nature of the uses permitted within the zoning district.

(2) Application. Any owner of a property within the Village may seek a variance as provided for in Section (1) above by filing an application in the form and substance established by the Village Manager. Said application shall be accompanied by a detailed site plan, elevation drawings and other design plans required by the Village Manager to adequately evaluate the request. A fee for such application shall be paid upon submittal of the application in an amount established from time-to-time by the Village Council. The application shall also include disclosure of interest and a detailed letter of intent describing the request and establishing that all the criteria set forth in Section (4) below have been met.

(3) Public Hearing. Upon the submittal of a complete and sufficient application, the Village Manager shall schedule a quasi-judicial public hearing before the Village Council on the variance request. Notice of the time, place and purpose of the public hearing shall be mailed to all property owners of record within the Village based upon the most recent Miami-Dade County Tax Assessor records. Said notice shall be mailed at least ten (10) days prior to the scheduled public hearing. Failure of any person to receive the mailed notice shall not be grounds for a deferral or divest the Village Council of jurisdiction to consider the request and make a decision thereon.

(4) Standard for Variances. The standard for the granting of a variance shall be a hardship standard and the applicant must provide substantial competent evidence that each of the following criteria have been satisfied.

- (a) That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.
- (b) That the special conditions and circumstances do not result from the actions of the applicant.
- (c) That granting the variance requested will not confer on the applicant any special privilege that is denied by the Land Development Regulations to other lands, buildings or structures in the same zoning district.

- (d) That literal interpretation of the provisions of the Land Development Regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Land Development Regulations and would work an unnecessary and undue hardship on the applicant.
 - (e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.
 - (f) That the granting of the variance will be in harmony with the general intent and purpose of the Land Development Regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.
- (5) Professional Staff Recommendation. In determining whether the criteria have been met, the Village Council shall consider the professional recommendation of the Village Manager or his designee, who shall provide such recommendation in writing prior to the public hearing.
- (6) Decision and Appeal. The decision of the Village Council shall be reflective in a written development order and transmitted to the application as required by law. Any person with standing to appeal the decision of the Village Council shall timely file the appropriate petition for review in the Miami-Dade County Circuit Court, Appellate Division.

* * *

Section 3. Inclusion in the Code. It is the intention of the Village Council, and it is hereby ordained that this Ordinance shall become effective and made part of the Village Code; that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

Section 4. Repealer. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. **Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by Council Member Tauber, who moved its adoption on first reading. The motion was seconded by Council Member Diener and, upon being put to a vote, the vote was as follows:

Vice Mayor Javier Holtz	Yes
Council Member Robert Diener	Yes
Council Member Irwin E. Tauber	Yes

The foregoing Ordinance was offered by Council Member _____, who moved its adoption on second reading. This motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

Mayor Bernard Klepach	___
Vice Mayor Javier Holtz	___
Council Member Irma Braman	___
Council Member Robert Diener	___
Council Member Irwin E. Tauber	___

PASSED AND ADOPTED on first reading this 9th day of May, 2023.

PASSED AND ADOPTED on second reading this ____ day of May 2023.

BERNARD KLEPACH, MAYOR

ATTEST

ROSEANN PRADO, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

MIAMI-DADE

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE:**

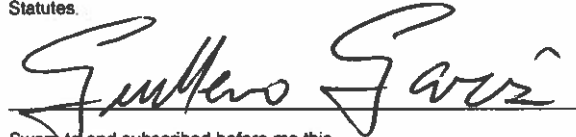
Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

INDIAN CREEK VILLAGE - SECOND PUBLIC HEARING - MAY 30, 2023

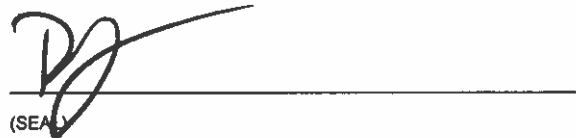
in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

05/16/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

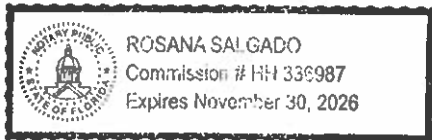


Sworn to and subscribed before me this
16 day of MAY, A.D. 2023



(SEAL)
GUILLERMO GARCIA personally known to me

SEE ATTACHED



MIAMI-DADE

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE:**

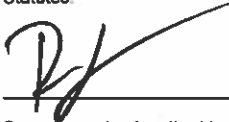
Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

INDIAN CREEK VILLAGE - SECOND PUBLIC HEARING - MAY 30, 2023

in the XXXX Court, was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

05/15/2023

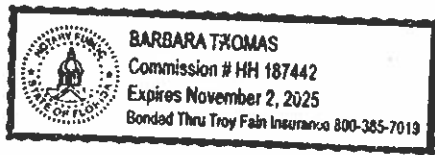
Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.



Sworn to and subscribed before me this
15 day of MAY, A.D. 2023



(SEAL)
ROSANA SALGADO personally known to me



INDIAN CREEK VILLAGE

PLEASE BE ADVISED that the Indian Creek Village will hold the second public hearing to consider the adoption of the Ordinances described below on Tuesday, May 30, 2023, at 5:00 p.m. or immediately thereafter at Indian Creek Village Hall, 9080 Bay Drive, Florida, FL 33154.

You may attend the meeting via Zoom, calling 1-305-224-1968, enter the Meeting ID: 847 8086 6256. Alternatively, you may use the following link: <https://us02web.zoom.us/j/84780866256>

"AN ORDINANCE OF THE VILLAGE OF INDIAN CREEK, FLORIDA, AMENDING THE VILLAGE'S CODE OF ORDINANCES BY AMENDING APPENDIX A, ARTICLE 11, SECTION C OF THE LAND DEVELOPMENT REGULATIONS, TO REVISE THE PROCEDURE FOR THE GRANTING OF VARIANCES; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE." (Ordinance 2023-232)

"AN ORDINANCE OF THE VILLAGE OF INDIAN CREEK, FLORIDA, AMENDING THE VILLAGE'S CODE OF ORDINANCES BY AMENDING APPENDIX A, ARTICLE 4, SECTION B OF THE LAND DEVELOPMENT REGULATIONS, TO ESTABLISH SEAWALL HEIGHT REGULATIONS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE." (Ordinance 2023-233)

The proposed ordinances may be inspected by the public at the Office of the Village Clerk, 9080 Bay Drive, Indian Creek, FL 33154. Interested parties are invited to attend the public hearing or provide written comments to the Village Council.

In accordance with the Americans With Disabilities Act of 1990, all persons who are disabled and who need special accommodation to participate in this proceeding because of that disability should contact the Office of the Village Clerk. If you need assistance to attend this meeting and participate, please call Village Hall at 305-865-4121 at least 24 hours prior to the meeting.

If a person decides to appeal any decision made by the Village Council, with respect to any matter considered at a meeting or hearing, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).



INDIAN CREEK VILLAGE

PLEASE BE ADVISED that the Indian Creek Village will hold the second public hearing to consider the adoption of the Ordinances described below on Tuesday, May 30, 2023, at 5:00 p.m. **postponed for 6:00 p.m.** or immediately thereafter at Indian Creek Village Hall, 9080 Bay Drive, Florida, FL 33154.

You may attend the meeting via Zoom, calling 1-305-224-1968, enter the Meeting ID: 847 8086 6256. Alternatively, you may use the following link: <https://us02web.zoom.us/j/84780866256>

"AN ORDINANCE OF THE VILLAGE OF INDIAN CREEK, FLORIDA, AMENDING THE VILLAGE'S CODE OF ORDINANCES BY AMENDING APPENDIX A, ARTICLE 11, SECTION C OF THE LAND DEVELOPMENT REGULATIONS, TO REVISE THE PROCEDURE FOR THE GRANTING OF VARIANCES; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE." (Ordinance 2023-232)

"AN ORDINANCE OF THE VILLAGE OF INDIAN CREEK, FLORIDA, AMENDING THE VILLAGE'S CODE OF ORDINANCES BY AMENDING APPENDIX A, ARTICLE 4, SECTION B OF THE LAND DEVELOPMENT REGULATIONS, TO ESTABLISH SEAWALL HEIGHT REGULATIONS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE." (Ordinance 2023-233)

The proposed ordinances may be inspected by the public at the Office of the Village Clerk, 9080 Bay Drive, Indian Creek, FL 33154. Interested parties are invited to attend the public hearing or provide written comments to the Village Council.

In accordance with the Americans With Disabilities Act of 1990, all persons who are disabled and who need special accommodation to participate in this proceeding because of that disability should contact the Office of the Village Clerk. If you need assistance to attend this meeting and participate, please call Village Hall at 305-865-4121 at least 24 hours prior to the meeting.

If a person decides to appeal any decision made by the Village Council, with respect to any matter considered at a meeting or hearing, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

Roseann Prado, Village Clerk
23-43/0000663362M

TAB 1-C

Ordinance # 233

Second Reading

ORDINANCE NO. 2023-233

AN ORDINANCE OF THE VILLAGE OF INDIAN CREEK, FLORIDA, AMENDING THE VILLAGE'S CODE OF ORDINANCES BY AMENDING APPENDIX A, ARTICLE 4, SECTION B OF THE LAND DEVELOPMENT REGULATIONS, TO ESTABLISH SEAWALL HEIGHT REGULATIONS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Indian Creek, Florida (“Village Council”) finds it periodically necessary to amend its Code of Ordinances (“Code”) in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance thereof; and

WHEREAS, the Village Council desires to update the Land Development Regulations to provide regulations for the height of seawalls; and

WHEREAS, the Village Council, sitting as the Village’s Local Planning Agency, has reviewed this proposed Ordinance and recommended its approval; and

WHEREAS, pursuant to law, notice has been given by publication in a paper of general circulation in the Village, notifying the public of this proposed ordinance and of the public hearings; and

WHEREAS, two (2) public hearings before the Village Council were held pursuant to the published notice described above.

NOW, THEREFORE, THE VILLAGE COUNCIL OF THE VILLAGE OF INDIAN CREEK, FLORIDA, HEREBY ORDAINS AS FOLLOWS:¹

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

Section 2. Amending Code. Appendix A, Article 4, Section B, “Water Uses”, Subsection 1(e) of “Land Development Regulations,” of the Code is hereby amended to read as follows:

APPENDIX A - LAND DEVELOPMENT REGULATIONS

* * *

ARTICLE 4. – LAND AND WATER USE

* * *

B. Water Uses.

(1) *Boating.*

* * *

- (e) *Seawalls, bulkheads, retaining walls, construction, and height.* Seawall, bulkhead, retaining wall, or similar installation shall be of masonry or native stone construction or other material similar to the existing similar installations. The village manager shall determine whether or not any proposed construction in this regard shall comply with the requirements of this regulation. The height of all new and reconstructed existing seawalls shall be fixed at an elevation of 5.5 North American Vertical Datum 1988 (NAVD) to the top of the cap.; however, in no event shall any new or reconstructed seawall exceed one and one half (1.5) feet above the top of the lowest point of any existing seawall on a contiguous property.

* * *

Section 3. Inclusion in the Code. It is the intention of the Village Council, and it is hereby ordained that this Ordinance shall become effective and made part of the Village Code; that

¹ Additions to existing code text are shown by underline; deletions from existing code text are shown by ~~strikethrough~~. Changes between first and second reading are indicated with **highlight**.

the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4. **Repealer.** All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. **Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. **Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by Council Member _____, who moved its adoption on first reading. The motion was seconded by Council Member _____ and, upon being put to a vote, the vote was as follows:

Mayor Bernard Klepach	___
Vice Mayor Javier Holtz	___
Council Member Irma Braman	___
Council Member Robert Diener	___
Council Member Irwin E. Tauber	___

The foregoing Ordinance was offered by Council Member _____, who moved its adoption on second reading. This motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

Mayor Bernard Klepach	___
Vice Mayor Javier Holtz	___
Council Member Irma Braman	___
Council Member Robert Diener	___
Council Member Irwin E. Tauber	___

PASSED AND ADOPTED on first reading this ____ day of May 2023.

PASSED AND ADOPTED on second reading this ____ day of May 2023.

BERNARD KLEPACH, MAYOR

ATTEST

ROSEANN PRADO, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

MIAMI-DADE

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE:**

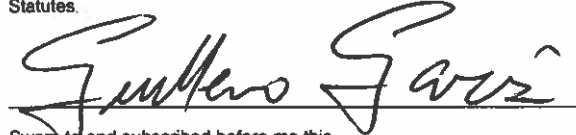
Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

INDIAN CREEK VILLAGE - SECOND PUBLIC HEARING - MAY 30, 2023

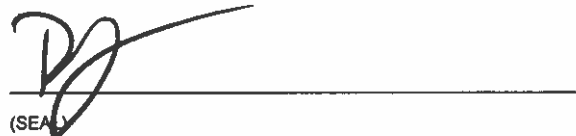
in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

05/16/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

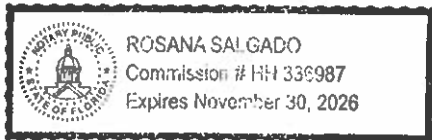


Sworn to and subscribed before me this
16 day of MAY, A.D. 2023



(SEAL)
GUILLERMO GARCIA personally known to me

SEE ATTACHED



MIAMI-DADE

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE:**

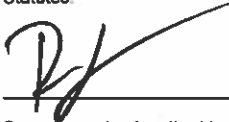
Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

INDIAN CREEK VILLAGE - SECOND PUBLIC HEARING - MAY 30, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

05/15/2023

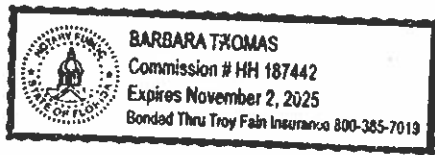
Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.



Sworn to and subscribed before me this
15 day of MAY, A.D. 2023



(SEAL)
ROSANA SALGADO personally known to me



INDIAN CREEK VILLAGE

PLEASE BE ADVISED that the Indian Creek Village will hold the second public hearing to consider the adoption of the Ordinances described below on Tuesday, May 30, 2023, at 5:00 p.m. or immediately thereafter at Indian Creek Village Hall, 9080 Bay Drive, Florida, FL 33154.

You may attend the meeting via Zoom, calling 1-305-224-1968, enter the Meeting ID: 847 8086 6256. Alternatively, you may use the following link: <https://us02web.zoom.us/j/84780866256>

"AN ORDINANCE OF THE VILLAGE OF INDIAN CREEK, FLORIDA, AMENDING THE VILLAGE'S CODE OF ORDINANCES BY AMENDING APPENDIX A, ARTICLE 11, SECTION C OF THE LAND DEVELOPMENT REGULATIONS, TO REVISE THE PROCEDURE FOR THE GRANTING OF VARIANCES; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE." (Ordinance 2023-232)

"AN ORDINANCE OF THE VILLAGE OF INDIAN CREEK, FLORIDA, AMENDING THE VILLAGE'S CODE OF ORDINANCES BY AMENDING APPENDIX A, ARTICLE 4, SECTION B OF THE LAND DEVELOPMENT REGULATIONS, TO ESTABLISH SEAWALL HEIGHT REGULATIONS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE." (Ordinance 2023-233)

The proposed ordinances may be inspected by the public at the Office of the Village Clerk, 9080 Bay Drive, Indian Creek, FL 33154. Interested parties are invited to attend the public hearing or provide written comments to the Village Council.

In accordance with the Americans With Disabilities Act of 1990, all persons who are disabled and who need special accommodation to participate in this proceeding because of that disability should contact the Office of the Village Clerk. If you need assistance to attend this meeting and participate, please call Village Hall at 305-865-4121 at least 24 hours prior to the meeting.

If a person decides to appeal any decision made by the Village Council, with respect to any matter considered at a meeting or hearing, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).



INDIAN CREEK VILLAGE

PLEASE BE ADVISED that the Indian Creek Village will hold the second public hearing to consider the adoption of the Ordinances described below on Tuesday, May 30, 2023, at 5:00 p.m. **postponed for 6:00 p.m.** or immediately thereafter at Indian Creek Village Hall, 9080 Bay Drive, Florida, FL 33154.

You may attend the meeting via Zoom, calling 1-305-224-1968, enter the Meeting ID: 847 8086 6256. Alternatively, you may use the following link: <https://us02web.zoom.us/j/84780866256>

"AN ORDINANCE OF THE VILLAGE OF INDIAN CREEK, FLORIDA, AMENDING THE VILLAGE'S CODE OF ORDINANCES BY AMENDING APPENDIX A, ARTICLE 11, SECTION C OF THE LAND DEVELOPMENT REGULATIONS, TO REVISE THE PROCEDURE FOR THE GRANTING OF VARIANCES; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE." (Ordinance 2023-232)

"AN ORDINANCE OF THE VILLAGE OF INDIAN CREEK, FLORIDA, AMENDING THE VILLAGE'S CODE OF ORDINANCES BY AMENDING APPENDIX A, ARTICLE 4, SECTION B OF THE LAND DEVELOPMENT REGULATIONS, TO ESTABLISH SEAWALL HEIGHT REGULATIONS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE." (Ordinance 2023-233)

The proposed ordinances may be inspected by the public at the Office of the Village Clerk, 9080 Bay Drive, Indian Creek, FL 33154. Interested parties are invited to attend the public hearing or provide written comments to the Village Council.

In accordance with the Americans With Disabilities Act of 1990, all persons who are disabled and who need special accommodation to participate in this proceeding because of that disability should contact the Office of the Village Clerk. If you need assistance to attend this meeting and participate, please call Village Hall at 305-865-4121 at least 24 hours prior to the meeting.

If a person decides to appeal any decision made by the Village Council, with respect to any matter considered at a meeting or hearing, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

Roseann Prado, Village Clerk
23-43/0000663362M

TAB 2-A

Resolution # 852



INDIAN CREEK VILLAGE SPECIAL COUNCIL MEETING

TO: Mayor, Vice-Mayor, and Honorable Members of the Council of Indian Creek Village
FROM: Guillermo Olmedillo, Village Manager
DATE: May 30, 2023.
TITLE: Building and Zoning Services

This Memorandum is to seek your approval to negotiate the provision of Building Review and Inspection services for the Village, with one of the entities that have submitted proposals for service.

Background

The Village performs two (2) basic functions in processing development approvals and permits. These are (1) the building function, which is governed by the Florida Uniform Building Code and administered by the Building Official, and (2) the zoning function, which is governed by the Village's Land Development Regulations ("Zoning Code") and is administered by the Building Official and the outside firm of Calvin Giordano.

For various reasons, including a lack of technology, this current arrangement has proven to be inefficient and not at the level of service that our residents deserve.

Options

The options for addressing the problems are to bring the services in-house by hiring a full-time Village building official, a team of plan reviewers and inspectors as well as a Village zoning official.

A second option is to always contract with a firm(s) with a "deep bench" of support so that we have the necessary certified personnel available with the systems to administer both the building function as well as the zoning function.

Because of our size and the fact that we generally have no more than 2 or 3 homes under development at any one time, the in-house option is totally unnecessary and a waste of Village resources. Consequently, the best option is to engage a firm(s) to perform these functions for the Village.

Recommendation

Under our Village Code, I must seek your consent to hire personnel.

It is my recommendation that I be authorized to negotiate a contract, in substantially the same form as the submitted proposal, with the entity that provides the best combination of qualified staff, fees for services, and technology programs.

Should you approve, I will work with the Village Attorney on the details of the engagement.

ATTACHMENTS:

- Proposed Resolution # 852
- Proposals from Calvin Giordano & Associates, Inc.:
 - Professional Services Agreement
 - Professional Data Technologies & Development Services
- Proposal from C.A.P. Government, Inc.:
 - Professional Building Plans Review and Inspections Services
- Proposal from Bal Harbour Village:
 - Proposed Building List of Services

RESOLUTION # 852

RESOLUTION NO. 2023-852

A RESOLUTION OF THE VILLAGE COUNCIL AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH ONE OF THE THREE RESPONDERS TO PROVIDE BUILDING PERMIT REVIEW AND INSPECTION SERVICES, INCLUDING A COMPUTER PROGRAM TO ALLOW ELECTRONIC FILING AND PROCESSING OF APPLICATIONS FOR BUILDING PERMITS.

WHEREAS, Indian Creek Village (the “Village”) provides development services to the owners of property within the Village, including the review and processing of building permits; and

WHEREAS, the Village Council and the Village administration wish to provide a comprehensive streamlined process at the highest level of service achievable; and

WHEREAS, the Village has sought out competitive proposals for such services, including updated information technology software to significantly enhance the building permit process; and

WHEREAS, the Village has received proposals from the Village of Bal Harbour, Calvin Giordano and Associates and CAP Government Inc, and

WHEREAS, the Village Manager requests approval to negotiate the terms of a contract with one or more of the above entities, achieving the desired goals of the best technology, the greatest staffing depth, cost, and value.

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

Section 1. **Recitals Adopted.** That each of the above-stated recitals is hereby adopted, confirmed, and incorporated herein.

Section 2. **Approval of Negotiations and Agreement.** The Village Council hereby authorizes the Village Manager to negotiate and enter into an agreement with one of the proponents to achieve the above-stated goals.

Section 3. **Implementation.** The Village Manager and Village Attorney are hereby directed to take all actions necessary and appropriate to negotiate and enter into an agreement within 45 days of this Resolution implementing the new structure for building permit review, inspections, and computer program.

Section 4. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 30th day of May 2023.

BERNARD KLEPACH, MAYOR

ATTEST:

ROSEANN PRADO, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

**CGA
PROFESSIONAL SERVICES
AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN INDIAN CREEK VILLAGE
AND CALVIN, GIORDANO & ASSOCIATES, INC.**

This Professional Services Agreement (“Agreement”) is made and entered into by and between the Indian Creek Village, a Florida municipal corporation (“Municipality”) and Calvin, Giordano & Associates, Inc., a wholly owned subsidiary of SAFEbuilt, LLC, (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will provide “Services” to Municipality using qualified professionals. Consultant will perform work at a level of competency in accordance with industry standards. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that Consultant shall be deemed to be an agent of the Municipality for purposes of Section 768.28 Florida Statute.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its

assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable

to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the

purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of

Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:

Guillermo Olmedillo, Village Manager
Indian Creek Village
9080 Bay Drive
Indian Creek Village, FL 33154

If to Consultant:

Chris Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. SCRUTINIZED COMPANIES

Consultant verifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Consultant agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Municipality may immediately terminate this Agreement if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(3), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

30. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS

This Agreement is subject to State of Florida Code of Ethics. Agreement may be subject to Palm Beach County Code of Ethics and investigation and/or audit by the Palm Beach County Inspector General in accordance with Ordinance #2011-009. Accordingly, there are prohibitions and limitation on the employment of Municipal officials and employees and contractual relationships providing a benefit to the same.

31. PUBLIC RECORDS

Pursuant to section 119.071, Florida Statutes, Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agrees to:

- A. Keep and maintain all public records that ordinarily and necessarily would be required by Municipality to keep and maintain in order to perform Services under this Agreement.
- B. Upon request from Municipality's custodian of public records, provide copies to Municipality within a reasonable time and public access to said public records on the same terms and conditions that Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining said public records and transfer, at no cost, to Municipality all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to Municipality in a format that is compatible with the information technology systems of Municipality.
- E. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 9080 BAY DRIVE, INDIAN CREEK, FL 33154. P (305) 865-4121 OR EMAIL: RPADRO@ICVPS.ORG.**

32. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Florida, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

33. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

34. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original.

Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

35. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

36. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidity of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

CALVIN, GIORDANO & ASSOCIATES, INC.

INDIAN CREEK VILLAGE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Official Services

- Be a resource for Consultant team members, Municipal staff, and applicants
- Help guide citizens through the complexities of the codes in order to obtain compliance
- Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- Provide Building Code interpretations for final approval
- Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- Attend staff and council meetings as mutually agreed upon
- Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- Responsible for client and applicant satisfaction
- Issue stop-work notices for non-conforming activities related to provided services – as needed

Building, Electrical, Plumbing, & Mechanical Inspection Services

- Consultant utilizes an educational, informative approach to improve the customer’s experience.
- Perform code compliance inspections to determine that construction complies with approved plans
Meet or exceed agreed upon performance metrics regarding inspections
- Provide onsite inspection consultations to citizens and contractors while performing inspections
- Return calls and emails from permit holders in reference to code and inspection concerns
- Identify and document any areas of non-compliance
- Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

Plan Review Services

- Provide plan review services electronically or in the traditional paper format
- Review plans for compliance with adopted building codes, local amendments or ordinances
- Be available for pre-submittal meetings by appointment
- Coordinate plan review tracking, reporting, and interaction with applicable departments
- Provide feedback to keep plan review process on schedule
- Communicate plan review findings and recommendations in writing
- Return a set of finalized plans and all supporting documentation
- Provide review of plan revisions and remain available to applicant after the review is complete

Planning & Zoning Consultation Services

Consultant shall provide planning and zoning consultation on an as-needed basis. Services may include:

- Review of Building Permits for Zoning Code compliance
- Review of site plans
- Preparation of staff reports and recommendations to local planning agency and elected officials
- Planning training, as necessary, for Planning Commission and Appeals Board
- Updates to the zoning code and other land development regulations
- Preparation of comprehensive plan amendments
- Preparation of special studies

2. MUNICIPAL OBLIGATIONS

- Municipality will issue permits and collect all fees
- Municipality will provide Consultant with a list of requested inspections and supporting documents
- Municipality will intake plans and related documents for pick up by Consultant or submit electronically
- Municipality will provide a monthly activity report that will be used for monthly invoicing
- Municipality will provide zoning administration for projects assigned to Consultant
- Municipality will provide codes books for front counter use
- Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax
- Municipality will adopt a fee schedule for building department services agreed upon by both Parties

3. TIME OF PERFORMANCE

- Consultant will perform Services during normal business hours excluding Municipal holidays
- Services will be performed on an as-requested basis
- Building Official or designated representative will be available at the Municipal offices on mutually agreed upon schedule
- Inspectors will be dispatched on an as-requested basis
- Inspectors will be dispatched daily or as-requested
- Consultant representative(s) will be on-site weekly based on activity levels
- Consultant representative(s) will be available by phone and email
- Consultant representative(s) will meet with the public by appointment
- Additional Inspectors will be dispatched on an as-needed basis

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- At the end of the original term and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

- Consultant fees for Services provided pursuant to this Agreement are as follows:

SERVICES	STANDARD HOURLY RATE
Building Official	\$210.00
Remote Plan Review	\$130.00
– Includes Building, Roofing, Mechanical, Electrical and Plumbing disciplines	
Remote Structural Plan Review	\$185.00
Inspections	\$120.00 per hour, two (2) hour minimum
– Includes Building, Roofing, Mechanical, Electrical and Plumbing disciplines	
Remote Administrative Clerk	\$60.00
Remote Floodplain Review	\$125.00
Civil Review	\$150.00
Landscape Review	\$165.00
Zoning Review	\$172.00

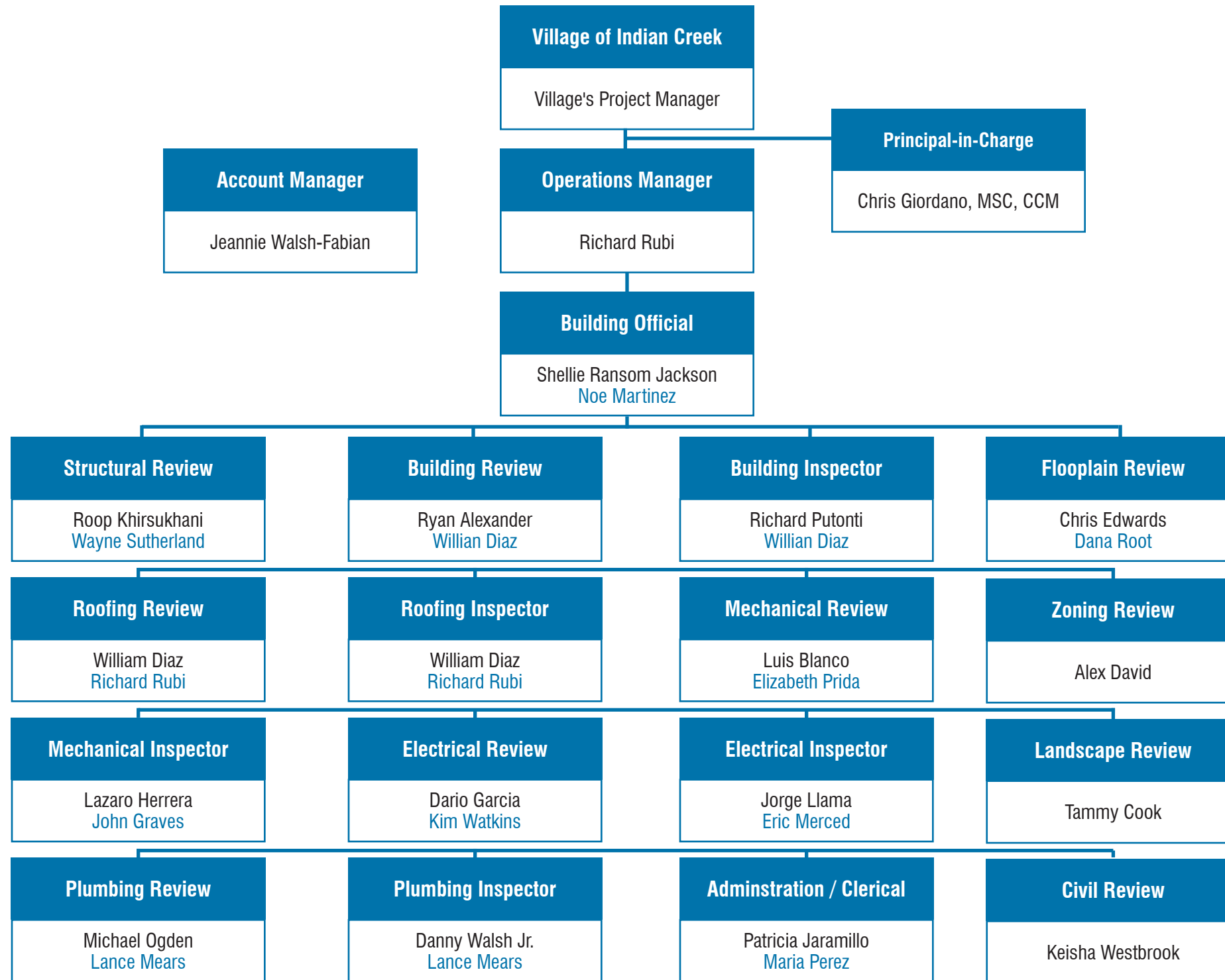
Services requested beyond normal business hours Monday through Friday will be invoiced at one-and-a-half (1.5) times the standard hourly rate with a two (2) hour minimum.

Services requested on Saturdays will be invoiced at one-and-a-half (1.5) times the standard hourly rate with a four (4) hour minimum.

Services requested on Sundays or US Federal Holidays will be invoiced at two (2) times the standard hourly rate with a four (4) hour minimum.



Organizational Chart



* In blue is alternate key personnel.

**CGA
PROFESSIONAL DATA
TECHNOLOGIES &
DEVELOPMENT
SERVICES**



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

November 22, 2022

Mr. Guillermo Olmedillo
Village Manager
Indian Creek Village
9080 Bay Drive
Indian Creek Village, FL 33154

RE: Gov-Easy Software
CGA Proposal No. 22-7518

Dear Mr. Olmedillo,

We are pleased to submit this proposal for Professional Services on the above referenced project.

I. Professional Data Technologies & Development Services

A. BPT – Building Permitting and Tracking Module

1. Web based module with no software to install on the Village desktops or servers.
2. Able to access from any computer with an internet connection.
3. Permitting workflows, including application check-in, plan reviews, fee calculation and collection, sign-offs and task lists help agency staff and citizens speed the permitting process
4. Quarterly data merge with the property appraiser website to update the property owner information.
5. Workflows are configured to automate and link tasks to optimize and speed record processing.
6. Document management provides documents and reports that are populated with the right information
7. Provide detailed financial and workload reports.
8. Provide historical information on all permitting and code enforcement archives for all properties on a GIS basis.
9. Comply with all public records retention laws without taking up useful space on the Village servers.
10. Reporting tools let you categorize, configure, maintain and print the reports you need in the field.
11. Ability to upload and attach photos and documentation to support the workflow.

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

B. POS- Point of Sale Module

1. Secure online portal for acceptance of ACH Checks and Credit Card Payments.
2. Allows public to make payments online 24/7 without having to take up Village staff time or visiting Village Hall.
3. Provides detailed and automated reporting on daily amounts collected by type or GL code.

BASIS OF PROPOSAL

- CGA will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

Module*	Setup	Licenses		Monthly Costs	Annualized Costs
BPT	\$15,000.00	Unlimited Licensing		\$3,000.00	\$36,000.00
POS	\$10,000.00	**		0.00	\$0.00
	\$25,000.00			\$3,000.00	\$36,000.00

20 hrs. Training	Included
Total Startup Cost	\$25,000.00
Yr-1 Hosting Cost	\$36,000.00
Total Yr-1 Cost	\$61,000.00
Subsequent years	\$36,000.00
Years 2-5	\$36,000.00

* *One-time initial setup costs-includes software setup, installation, customized reports, training, etc.*

** *The Village will receive full enterprise licenses to be used by any module. CGA estimated the counts in the proposed fee schedule based off the Village requirements.*

*** *Any data conversion will be treated on an hourly basis.*

BPT =Building Permitting and Tracking

POS =Point of Sale, will allow online payments of check or credit card, complete reporting to finance.

SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this “**Agreement**”), effective as of _____ (the “**Effective Date**”), is by and between Calvin, Giordano & Associates, Inc., a Florida corporation, having its principal place of business at 1800 Eller Drive Suite 600, Fort Lauderdale FL 33316 (“**CGA**”), and Indian Creek Village 9080 Bay Drive Indian Creek Village, FL 33154 (“**Customer**”).

CGA provides certain services relating to managing building department services (the “**Services**”) through the web site located at www.gov-easy.com and such other sites as may be designated by CGA (each, the “**Site**” or collectively, the “**Sites**”). Customer wishes to have access to the Services. The parties agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following initially capitalized terms have the following meanings:
 - 1.1. “**Account**” means an account allowing access to the Services created in Customer’s name.
 - 1.2. “**Fees**” means the fees for the Services.
 - 1.3. “**Confidential Information**” means (a) all nonpublic information disclosed or made available under this Agreement that relates to the provision or receipt of the Services or either party's financial condition, operations or business, and which is clearly identified as confidential at the time of disclosure, (b) the Technology, (c) the Documentation, (d) the Customer Information, and (e) the User IDs.
 - 1.4. “**Customer Information**” means all data, information or other content entered by or collected from Customer or any other user of the Account while accessing the Services.

- 1.5. **“Documentation”** means the online help files and instruction manuals (whether in print or electronic form) that relate to the use of the Services that have been provided or made available by CGA to Customer.
- 1.6. **“Intellectual Property Rights”** means any and all intellectual property rights throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and any and all other legal rights protecting intangible proprietary information.
- 1.7. **“Start of Service Date”** is the date of commencement of operation of the services by Customer or 120 days following the Effective Date, whichever is first.
- 1.8. **“Technology”** means the software, hardware and other technology used by or on behalf of CGA to provide the Services, and all data, information and other content included on or accessible through the Services, except for any Customer Information.
- 1.9. **“User ID”** means each unique User identification name and password used for access to and use of the Services through the Account.
- 1.10. **“User”** means anyone accessing the Services through Customer’s Account.

2. **CUSTOMER’S ACCESS TO AND USE OF THE SERVICES.**

- 2.1. **Customer’s Right to Access the Services.** Subject to the terms of this Agreement CGA will provide Customer with the right to access and use the Services as specified during the term of this Agreement, solely for Customer’s own internal business purposes. Except as set forth in this Agreement, Customer is not receiving any right or license to use, or any ownership interest with respect to, the Sites, Services or any Technology or Intellectual Property related to the Services.
- 2.2. **Certain Restrictions on Customer’s Access.** Customer will not, and will not permit any Users or any other party to: (a) alter, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Sites, Services or Technology; (b) knowingly interfere in any manner with the operation or hosting of the Sites, Services or Technology or attempt to gain unauthorized access to the Services or any other services offered by CGA; (c) use the Services to provide outsourcing, service bureau, commercial hosting, application service provider or on-line services to third parties, or otherwise make available the Sites, Services or Technology, or access thereto, to any third party; or (d) otherwise use the Sites, Services or Technology in violation of the Agreement.
- 2.3. **Customer’s Use of the Services.**
 - (a) **Accounts/User IDs.** Customer will be provided with one or more User IDs to access the Services through the Account. **Attachment A Description and Pricing of Services** specifies the number of user IDs and Read- Only IDs provided by this agreement unless otherwise agreed in writing by CGA (**“Subscription Cap”**). Customer agrees to limit usage to those individuals assigned User

IDs and will be responsible for using commercially reasonable efforts to ensure the security and confidentiality of all User IDs.

- (b) **Customer Information.** Customer grants to CGA all necessary intellectual and proprietary rights and licenses in and to any Customer Information necessary for CGA to provide the Services. Customer will not knowingly, and will not knowingly permit any Users to, provide Customer Information that: (i) infringes, misappropriates or violates any Intellectual Property Rights, publicity/privacy rights, law or regulation; (ii) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information; or (iii) is false, misleading or inaccurate.
- (c) **Necessary Equipment.** Customer will be solely responsible, at Customer's own expense, for acquiring, installing and maintaining all hardware, software and other equipment as may be necessary for Customer and Customer's Users to connect to, access, and use the Services. Current requirements include internet access and a PC or mobile device with a modern browser including Internet Explorer, Safari, Chrome, Firefox and maintained to versions within the prior 3 years.

3. SET UP SERVICES.

- 3.1. **Set Up Services.** Subject to the terms of this Agreement CGA will provide Customer with support to set up the Account and User IDs, configure the Services for use by the Customer, and provide training to CGA and City Staff users in the essential operation of the Services.
- 3.2. **Customer Responsibilities and Certain Restrictions on Set-Up Services.** Customer is responsible for providing information in a timely manner and in an appropriate format for Services configuration and entry, and for ensuring the resource(s) assigned for the Set-Up process and all Users have adequate computer skills for use of the Services. Customer acknowledges and accepts that configuration of the Services is limited to the extent accommodated by the current capabilities and limitations of the Services. Set up support required beyond the specified Set-Up Services will incur an additional fee upon written notification by CGA and with agreement by both parties.

4. FEES AND PAYMENT.

- 4.1. **Fees.** On the Effective Date, Customer will pay CGA a set-up fee (the "Set-Up Fee") as specified in schedule of fees section for Set-up Services. In addition, on the Start of Service Date and ending upon the termination of this Agreement, Customer will pay to CGA a fee for the Services provided under this Agreement ("Subscription Fees") as specified in schedule of fees section. Any changes in the Fees mutually agreed to by the parties will be made effective the month following the change. Customer will pay the then-current Fees for all other Services added to Customer's Account. On an annual basis or as may be requested from time-to-time by either party, CGA and Customer will renegotiate the Subscription Fees and Subscription Cap.
- FEES ARE TO BE CONSIDERED CONFIDENTIAL BY BOTH

PARTIES AND NOT TO BE SHARED WITHOUT WRITTEN PERMISSION OR AS REQUIRED BY THE FREEDOM OF INFORMATION ACT.

- 4.2. **Payment.** All Set Up Fees, Subscription Fees and other fees due under this Agreement (collectively, “Fees”) are payable in U.S. dollars, unless otherwise specified in writing. Customer shall pay all Fees and any other amounts set forth on each such invoice issued by CGA under this Agreement within 30 days of the date of invoice.

5. **CONFIDENTIALITY.**

- 5.1. **Obligations.** The party receiving Confidential Information (the “Receiving Party”) from the other party (the “Disclosing Party”) will not use any Confidential Information of the Disclosing Party for any purpose other than the providing and receipt of Services under this Agreement. The parties agree the use of the Confidential Information will be in accordance with all terms and conditions of this Agreement. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

- 5.2. **Termination of Obligations.** The Receiving Party’s obligations under this Section 5 with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party’s Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, *provided that* the Receiving Party notifies the Disclosing Party of such required disclosure in writing and cooperates with the Disclosing Party, at the Disclosing Party’s reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

- 5.3. **Return of Confidential Information.** The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party’s possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. At the Disclosing Party’s request, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section 5.3. For the purposes of this Section 5, Data,

as defined in Section 6 below, shall not be considered Customer's Confidential Information.

6. OWNERSHIP.

6.1. Customer's Ownership. Customer retains all right, title and interest in and to the Customer Information Customer provides to CGA. CGA will provide Customer Information in the form of files containing permit data to Customer within 10 business days of written request at no additional charge for up to 4 requests in a one-year period.

6.2. CGA's Ownership. CGA retains all right, title and interest in and to, and all Intellectual Property Rights embodied in or related to the Sites, Services, Technology, and any other information or technology used or made available in connection with the Sites or Services, including without limitation any and all improvements, updates, and modifications thereto, whether or not made in conjunction with this Agreement. CGA's name, logo, and the product and service names associated with the Services are trademarks of CGA or third parties, and no right or license is granted to Customer to use them separate from Customer's right to access the Services.

7. DATA. CGA will have the right to collect non-personally identifiable data or information resulting from Customer's use of the Services ("**Data**") solely as necessary to provide the Services to Customer under this Agreement. All such Data will remain the Confidential Information of Customer. CGA will have the right to collect non-customer identifiable data and information for the purposes of publishing examples of service provided.

7.1. Backup and Recovery. CGA shall provide the following recovery services:

7.2.1 Hosting infrastructure recovery processes

7.2.2 Application recovery processes

7.2.3 Data backup with rotation and retention. Backups are done daily, the prior month of daily data is retained, each month is retained for a year, and each year retained until termination of the agreement.

8. TERM AND TERMINATION. This Agreement will begin on the Effective Date and will continue in perpetuity until terminated in accordance with the terms of this Agreement. Customer may terminate this Agreement upon notice to CGA. In the case of such termination, Customer may specify that such termination is effective at any time up to 120 days following notice of such termination by Customer. Either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within 60 days after being provided with written notice thereof, provided that in the case of Customer such time period will be extended beyond 60 days if Customer is exercising reasonable efforts to cure such breach during such 60-day period. Upon any termination of this Agreement: (a) all rights and licenses granted to Customer in this Agreement will immediately cease to exist; (b) CGA may cease performing all Services; (c) all access by Customer and any Users to the Sites and the Services (including all Customer Information) may be suspended; (d) CGA will discontinue all use of the Customer Information; and (e) all Fees and other amounts incurred under this Agreement prior to such termination or expiration will become immediately due and payable by Customer. Upon the

request of Customer following any termination or expiration, CGA will transfer all Customer Information collected by CGA either directly to Customer or to Customer's identified third-party partner. Customer shall compensate CGA for the transfer on a time and materials basis at CGA's then-current rates and will reimburse all reasonable expenses and costs associated with the transfer. Such expenses and costs shall include, without limitation, travel, consultant costs, hardware expenses, or software costs associated with efforts involved in preparing Customer Information for transfer as well as any costs incurred as part of the physical transfer of Customer Information. CGA will not be required to issue any refunds for any fees pre-paid in advance. The provisions of Sections 4, 5, 6, 7, 8, 9.2, 10 and 11 of this Agreement will survive termination of the Agreement for any reason.

9. WARRANTIES AND DISCLAIMERS.

9.1. Warranties. Each party represents and warrants to the other party that: (a) such party has all requisite corporate or other applicable power and authority to execute, deliver and perform its obligations under this Agreement; (b) the execution, delivery and performance of this Agreement by such party has been duly authorized; and will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound; and (c) such party will, in such party's performance of this Agreement, comply with all applicable laws, rules and regulations.

9.2. Disclaimers. EXCEPT AS STATED UNDER THIS AGREEMENT, CGA PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RELIED ON NO SUCH WARRANTIES IN ENTERING INTO THIS AGREEMENT. FURTHER, CGA DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

10. CERTAIN LIABILITIES. Customer will, at Customer's own expense, indemnify, defend, hold harmless and pay all costs, damages and expenses (including reasonable attorneys' fees) awarded against or incurred by CGA based on any claims, allegations or lawsuits that may be made or filed against CGA by any person: (a) based on or relating to any breach by Customer of any representation and warranty under this Agreement; or (b) that use by CGA under this Agreement of Customer's Customer Information, Data or Confidential Information infringes or misappropriates the Intellectual Property Rights of, or has caused harm or damage to, a third party.

10.1. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT,

INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITES OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SITES OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO CGA HEREUNDER. EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, CGA'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11. **GENERAL PROVISIONS.** This Agreement will be binding upon the parties to this Agreement and their permitted successors and assigns. Neither party may assign, delegate or transfer this Agreement or any of its rights or obligations (in whole or in part) under this Agreement (whether by operation of law or otherwise) to any third party without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this agreement to any successor in interest to such party's stock, assets or business, whether by way of sale, merger, reorganization or other form of transaction, provided that such party provides the other party with notice of such assignment and that the successor in interest agreed in advance to assume all right, obligations, liabilities, and responsibilities of the assigning party under this Agreement. Any assignment or transfer in violation of the foregoing shall be null and void. Nothing in this Agreement confers or is intended to confer, expressly or by implication, any rights or remedies upon any person or entity not a party to this Agreement. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. Any notice to the other party required or allowed under this Agreement must be delivered in writing by express courier, personal delivery, or by certified mail, postage pre-paid to the address for the party listed in the first paragraph of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. CGA may use Customer's name as a reference and publicize Customer as a customer of CGA. In addition, the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. CGA is not responsible for any delays, failures, or

other damage resulting from such problems. Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Services and the Sites and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Customer's access to and use of the Services and the Sites. This Agreement may be amended or modified only by a writing signed by both parties. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.1 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts, and in accordance with applicable federal, state and local law, without regard to its conflict of law's provisions. Customer agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the District of Florida or in state court in Broward County, Florida, and Customer irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by CGA.

- 12. INSURANCE** CGA Systems will maintain during the period of this agreement Professional Liability Insurance for Technology and Internet Errors and Omissions and Electronic Media Activities in the amount no less than \$1,000,000 per claim and \$2,000,000 aggregate.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

David E Stambaugh  Digitally signed by David E Stambaugh
Date: 2022.11.28 09:37:17-05'00'

David Stambaugh
Vice President of Professional Services

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: **David E Stambaugh** Digitally signed by David E Stambaugh
Date: 2022.11.28 09:37:28-05'00' Date: _____

Name: David Stambaugh

Title: Vice President of Professional Services

By: _____ Date: _____

Name: Mr. Guilermo Olmedillo

Title: Village Manager

**C.A.P.
GOVERNMENT INC.
(CAP)**



May 18, 2023

Mr. Guillermo Olmedillo
Village Manager
Indian Creek Village
9080 Bay Drive
Indian Creek Village, FL 33154

Re: Professional Building Plans Review and Inspections Services for Indian Creek Village.

Dear Mr. Olmedillo:

We appreciate the opportunity extended to C.A.P Government, Inc. (CAP) by requesting the submittal of this proposal for the professional services referenced above. We have enclosed as part of this proposal our qualifications and a representative experience with services as the ones proposed herein, please see attached.

The Scope of Services will consist of providing Building Official Services, Building Code Electronic Plans Review for Structure, Building, Mechanical, Electrical and Plumbing, and Inspections for all disciplines. Additional services will be provided upon the request from the Indian Creek Village (Village).

CAP proposes to provide the Plans Review services electronically through CAP-IDT, a cloud-based system that will allow all stakeholders to have real time information of the status of the review and approval of all disciplines that are part of these services. CAP Permit Technician will keep the Village's permitting system updated with the review status, as well as final approval of the permit submittals. All Plans Reviewers will become available as necessary to provide clarification to the permit applicants to facilitate the approvals.

The hourly rates are summarized in "**Exhibit A: Fee Schedule**" attached. These services can be terminated by either party with thirty (30) day written notice. Invoices will be submitted monthly reflecting the total hours worked based on weekly timesheets.

We look forward to serving Indian Creek Village with professional, customer centered Building Department services. If you find this proposal acceptable, please execute in the space provided and return it to me. If you wish to discuss this proposal further or need additional information, please contact me at your convenience.

Very truly yours,
C.A.P. Government, Inc.

A handwritten signature in blue ink that reads "Carlos A. Penin".

Carlos A. Penin, PE
President

Accepted: _____
Guillermo Olmedillo
Indian Creek Village

May 18, 2023

Mr. Guillermo Olmedillo, Indian Creek Village Manager

Re: **Professional Building Plans Review and Inspections Services for Indian Creek Village.**

Page 2 of 3



Exhibit A: Fee Schedule

Service	Standard Hourly Rate ⁽¹⁾
Building Official	\$ 120.00
Assistant Building Official/Chief Building Code Inspector	\$ 120.00
Plans Examiner (all disciplines, except Structural)	\$ 95.00
Inspector	\$ 85.00
Structural Engineer (PE)	\$ 150.00
Floodplain Management Reviewer	\$ 110.00
Administrative Assistant/ Permit Technician	\$ 55.00
<p>(1) Services requested for Saturdays and beyond business hours Monday through Friday will be invoiced at one and half (1.5) times the standard hourly rate, with a minimum of four (4) hours.</p> <p>Services requested for US Federal Recognized Holidays and Sundays will be provided two (2) times the standard hourly rate, with a minimum of four (4) hours.</p>	
Travel time will be invoiced to the Village for all staff traveling more than one (1) hour each way.	

C.A.P. Government, Inc. (CAP) was founded on **April 10, 1989**, by Mr. Carlos A. Penin, PE. In 1992 CAP entered into an agreement with the newly incorporated Village of Key Biscayne to offer the outsourcing of Building Department professional services. We have been doing so *continuously* since then.

Today CAP is recognized as the leading firm in providing Building Department services to over seventy (70+) municipalities and to six (6) educational clients across Florida.

Our customer centered approach to these services has helped us build a team of over two hundred and sixty (260+) Professional Engineers, Architects, Building Code Administrators, Plans Examiners, Inspectors and Permit Technicians. **Our legacy of hard work and dedication has established us as a leader in our industry.**

For over **thirty-four (34) years** CAP has maintained an exemplary track record of professional management of all phases of the building and permitting process. CAP's expertise involves developing tailored solutions to plans review, inspections, and code compliance services exclusively to government entities.

C.A.P. Government, Inc. is a State of Florida Corporation that operates out of three (3) offices in Florida. Our clients stretch throughout Miami-Dade, Broward, Palm Beach, the Gulf Coast and Panhandle Counties.


C.A.P. GOVERNMENT, INC.

Miami-Dade - 343 Almeria Avenue, Coral Gables, FL 33134

Broward - 100 SE 12 Street, Fort Lauderdale, FL 33316

Palm Beach - 1910 N. Florida Mango Rd., WPB, FL 33409

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

 Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

2:03:01 PM 10/3/2022

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

Licensee Information

Name:	C.A.P. GOVERNMENT, INC. (Primary Name)
Main Address:	343 ALMERIA AVENUE CORAL GABLES Florida 33134
County:	DADE

License Information

License Type:	Registry
Rank:	Registry
License Number:	5344
Status:	Current
Licensure Date:	07/06/1989
Expires:	

Special Qualifications **Qualification Effective**

Alternate Names

State of Florida Department of State

I certify from the records of this office that C.A.P. GOVERNMENT, INC. is a corporation organized under the laws of the State of Florida, filed on April 10, 1989.

The document number of this corporation is K80212.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 6, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of March, 2023




Secretary of State

Tracking Number: 6052819205CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

EXPERIENCE:

CITY OF AVENTURA



Entity: City of Aventura
Contact: Mr. Ronald J. Wasson, City Manager
E-mail: rwasson@cityofaventura.com
Address: 19200 W Country Club Drive Aventura, FL 33180
Telephone: 305.466.8910

Services Provided

The City of Aventura has contracted with CAP continuously for more than twenty-eight (28) years to provide full Building Department outsourcing. CAP provides plans review of building, structural, electrical, mechanical, and plumbing and inspections of buildings, accessibility, roofing, electrical, mechanical, gas and plumbing requirements as contained in the Florida Building Code, including any Miami-Dade County High-Velocity Zone and City amendments. CAP also provides the Building Official for the City.

Dates of Services: 1995 to Present (28 Years)

CITY OF WESTON



Entity: City of Weston
Contact: Mr. Donald P. Decker
E-mail: ddecker@westonfl.org
Address: 17200 Royal Palm Blvd. Weston, FL 33326
Contact Telephone: 954.385.2000

Services Provided

The City of Weston has contracted with CAP for eighteen (18) years to provide full Building Department outsourcing. CAP provides the Building Official, plans review of building, structural, electrical, mechanical and plumbing. CAP performs inspections of buildings, accessibility, roofing, electrical, mechanical, gas and plumbing as contained in the Florida Building Code. CAP provides Permit Technicians and staff to support Document Control

Dates of Services: 2005 – Ongoing (18 Years)

City of Miami Beach



Entity: City of Miami Beach
Contact: Ms. Ana Salgueiro, Director, Building Official
E-mail: AnaSalgueiro@miamibeachfl.gov
Address: 1700 Convention Center Drive, Miami Beach, FL 33139
Contact Telephone: 305.673.7010

Services Provided

In 2003, CAP was selected by the City of Miami Beach to provide plans review, inspections, and permit clerk services to provide professional services on an "as-needed basis and on an "on-going basis" for the building department. We are currently the incumbents providing these services to the City of Miami Beach.

Dates of Services: 2003 – Ongoing (20 Years)

VILLAGE OF EL PORTAL



Entity: Village of El Portal
Contact : Ms. Christia E. Alou, Village Manager
E-mail : villagemanager@villageportal.org
Address: 500 NE 87th Street, El Portal, FL 33138
Contact Telephone: 305-795.7880

Services Provided

CAP provides the Village with building, zoning, and engineering inspections and plan review services for structural, plumbing, electrical, and mechanical requirements as contained in the Florida building Code, the Miami-Dade County Code, and Village Code. CAP also serves as the Building Official and is involved in managing the daily operations of the department. Unique to the municipality is that CAP also outsources the Public Works Director to the Public Works Department.

Dates of Services: 2004 – Ongoing (19 Years)

CITY OF DANIA BEACH



Entity: City of Dania Beach
Contact: Ms. Ana M. Garcia, City Manager
E-mail: agarcia@daniabeachfl.gov
Address: 100 W Dania Beach Blvd., Dania Beach, FL 33004
Contact Telephone: 954.390.2120

Services Provided

The City of Dania Beach has contracted with CAP to provide supplemental plan review, inspections and administrative services. CAP responsibilities include processing building permit applications, reviewing plans and conducting inspections to ensure compliance with the Florida Building Code (FBC). **CAP also provides the City's Building Official.** We have augmented our services by successfully providing **Electronic Plan Review (EPR)** for critical projects such as the City's Dania Pointe development.

Dates of Services: 2016 – Ongoing (7 Years)

BAL HARBOUR VILLAGE

BAL HARBOUR

- V I L L A G E -

List of Services

Building Official Services

- Provide Code Interpretation
- Oversee inspectors and plan review for compliance with the FBC and all other applicable codes
- Certificate of Occupancy issuance
- Issue Stop Work orders as needed
- Attend meetings with Design Professionals, Contractors, and/or Owners
- Attend any Municipal Meeting as requested by ICV
- Meet with Inspectors and Plans Examiner to ensure consistency and compliance with all applicable codes

Trade Inspection Services

- Perform code compliant inspections to determine that construction projects comply with approved plans
- Provide onsite meetings with Design Professional and/or contractors and owners
- Return calls and emails
- Office hours/ On Call
- Input Inspection into permitting software – real time results

Plan Review Services (Building, Electrical, Plumbing, Mechanical, Structural, Flood)

- Perform Plan Reviews for compliance with all applicable codes
- Meet with Design Professionals
- Return Call and emails
- Office Hours/On Call
- Input plans review into permitting software – real time reviews

Clerical

- Routing of Plans
- Electronic Submittal for Miami Dade County Concurrent Plan Review – Fire, DERM, WASD, Impact Fee and HRS
- Record Documents Electronically to Miami Dade County Records Office, as needed
- Scan approved plans for records retention – Digital File Room
- Assist Village in creating a Digital File room

Personnel

- All Personnel has been vetted by Bal Harbour Human Resources, background checks, drug testing, physical and E-Verify.
- All areas of service have redundancy in order to maintain level of service required by ICV

Permitting Software

- BHV has a permitting software that has the capabilities to manage permits for ICV independently of BHV.
- Permitting Software allows for a web portal for ICV. View plan reviews, request inspection, and view inspection results.
- iPad for inspectors to perform real time inspections. Allows for inspectors to upload pictures to document inspection conditions. iPad also allows inspector to access the approved plans.
- Designated software licenses for ICV
- Proposal for Cost to be submitted upon request

Time of Performance

- Service performed during normal business hours excluding Municipal Holidays
- Building Official, designated plans examiner and inspector will have a schedule mutually agreed upon
- All personnel will be available by phone and email
- Inspection will be done for date requested
- Plan Review will be performed as needed
- Office Hours/On Call

Additional Services under Separate Agreement

Planning, Zoning and Landscape Service

- Michael Miller Planning Associates

Civil and Utilities Plan Review and Inspections

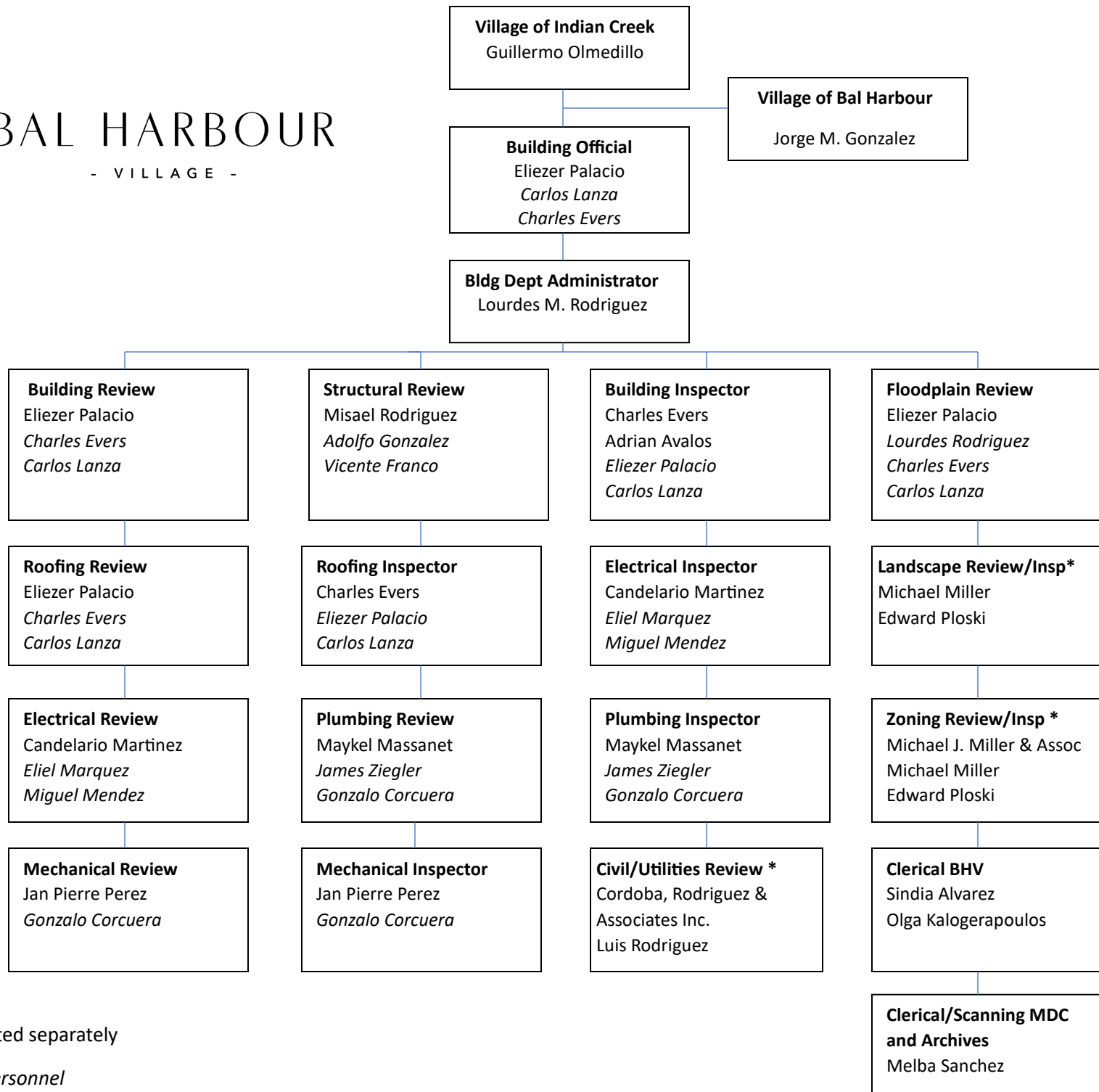
- Cordova, Rodriguez & Associates

ICV Building Services		
Position	BHV Proposed	Comments
Building Official	\$190	
Chief Building Insp	\$0	
Plan Review	\$125	Electrical, Mechanical, Plumbing Roofing and Building
Structural Review	\$175	
Inspectors	\$125	Electrical, Mechanical, Plumbing Roofing and Building
Administrative Clerk	\$75	
Building Admin	\$100	
Floodplain Review	\$100	
Civil Review		PSA
Landscape Review		PSA
Zoning Review		PSA

- * Minimum 4 Hours
- * Building Official 3 days a week
- * Inspectors and Plans Examiners 2 days a week
- * Administrative Clerical as needed Minimum 4 Hrs a week
- * Building Administrator 3 days a week
- * Inspections outside regular hours M-F time and a half
- * Inspections requested on weekends or recognized Holidays double time
- * Civil, Landscape, and Zoning contractred separately

BAL HARBOUR

- V I L L A G E -



* Contracted separately

Backup Personnel