

# CITY OF CORAL SPRINGS, FLORIDA

## COMMISSION MEETING AGENDA

Wednesday, November 16, 2022  
6:30 PM

Commission Chambers, City Hall  
9500 West Sample Road

### *Recognizing November 24, 2022, Thanksgiving Day*

#### Call to Order

#### Roll Call

#### Moment of Silence

#### Pledge of Allegiance

Spencer Tritt, Riverside Elementary School, 5th grade  
Nicole Almodovar, Coral Glades High School, 11th grade

#### Recognitions/Proclamations/Presentations: None

1. **Recognition, Heather Nobler (Brook)**

Request that the City Commission recognize Heather Nobler for her accomplishments in pickleball.

2. **Recognition, Annejeanette Washington Collins (Metayer)**

Request that the City Commission recognize Annejeanette Washington Collins of Ramblewood Middle School for receiving the Dr. Theron Trimble Florida Social Studies Teacher of the Year for Middle School Award.

3. **Service Recognition, Deputy City Manager Robert Curnow (Babinec)**

Request that the City Commission recognize Robert Curnow for his contributions to the success of our organization.

#### Public Comment

#### Public Hearings/Special Meeting Announcements: None

#### Consent

4. **Minutes Approval**

Request to approve meeting summaries. (REQUEST TO APPROVE)

5. **Mobile Generators (John Norris)**

Request to award purchase of two mobile diesel generators to **Generac Mobile Products, LLC** of Berlin, WI via Sourcewell Contract No. 041719-GEN in the amount of \$206,034. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

6. **Sod and Sod Installation/Removal Services (Robert Hunter)**  
Request to award the contract for sod and sod installation/removal services through the City of Pembroke Pines, FL, Bid No. PSPW-20-07, to **Mullings Engineering Services - Landscaping Division, Inc.** of Sunrise, FL from November 2, 2022, through March 2, 2023, with an option to renew for two additional one-year terms and authorize the Purchasing Manager to execute and approve all renewals. The estimated annual expenditure is \$60,000. Funding Source: Approved Operating Budget. Strategic Goal: An Attractive Community. (REQUEST TO AWARD, AUTHORIZE RENEWALS)
  
7. **Mulch (Robert Hunter)**  
Request to award the contract for Mulch via the Southeast Florida Governmental Purchasing Cooperative Group, City of Pompano Beach, Florida Bid No. E-27-22, to **East Coast Mulch Corp.** of Jupiter, FL and **Advance Mulch, Inc.** of Palm Beach Gardens, FL from November 16, 2022, through October 10, 2023, with an option to renew for four additional one-year terms. The estimated annual expenditure is \$200,000. Funding Source: Approved Operating Budget. Strategic Goal: An Attractive Community. (REQUEST TO AWARD)
  
8. **Furnish and Install Plant Material and Trees (John Norris)**  
Request to renew contract and approve second amendment to the agreement to Furnish and Install Plant Material and Trees, Bid 18-B- 132F, to **Gardening Angel Nursery, Inc.**, of Parkland, FL beginning December 1, 2022, through November 30, 2024. The estimated annual expenditure is \$300,000. Funding Source: Approved Operating Budget and Tree Trust Fund. Strategic Goal: An Attractive Community. (REQUEST TO RENEW, APPROVE)
  
9. **Software Products and Services (Stephen Dyer)**  
Request to renew National Cooperative Purchasing Alliance (NCPA) Request for Proposal Number 28-18 (Contract #01-86) for Software Products and Services to **Carahsoft Technology Corporation** of Reston, VA from December 1, 2022, through November 30, 2023. The estimated annual expenditure is \$100,000. Funding Source: Approved Capital Budget & Approved Operating Budget. Strategic Goal: An Innovative High Performing Sustainable Organization. (REQUEST TO RENEW)
  
10. **Fiber Internet Services (Stephen Dyer)**  
Request to award contract for the provision of fiber internet services to **Crown Castle Fiber LLC** of Houston, TX from date of award through September 30, 2023. The estimated annual expenditure is \$90,000. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative High Performing Sustainable Organization. (REQUEST TO AWARD)

#### Policy Formation and Direction

11. **Ordinance 2022-115, Second Reading, Amending Section 6-13 of the Code of Ordinances (Georgia Elliott)**  
Request to approve and adopt on second reading Ordinance 2022-115 amending Section 6-13 of the Code of Ordinances of the City of Coral Springs, entitled "Use of Candidate Filing Fees," to provide for the offset of the costs of an electronic candidate reporting system; providing for severability; providing for codification; and providing for an effective date. First reading held November 2, 2022. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE, ADOPT)

12. **Ordinance 2022-116, Second Reading, Amending FY 2022 Operating Budget and Capital Improvement Program (Catherine Givens)**  
Request to approve and adopt on second reading Ordinance 2022-116 which amends 2022-107, which amended Ordinance 2021-116 finalizing and adopting the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2021-2022, by amending Exhibit "A", the Annual Operating Budget, to increase the Charter School Fund by Two Million, Two Hundred and Nine Thousand, Two Hundred and Thirteen Dollars (\$2,209,213) for a total amount of \$16,524,695 and amending Exhibit "B", the Capital Improvement Program, to increase the Charter School Fund by One Hundred Fifty Three Thousand Four Hundred and Thirty Seven Dollars (\$153,437) for a total amount of \$203,437. First reading held November 2, 2022. (REQUEST TO APPROVE, ADOPT)
  
13. **Pumper Truck (Michael McNally)**  
Request to award the purchase of one Pierce pumper truck for the Fire Department to **Ten-8 Fire & Safety, LLC** of Bradenton, FL via Florida Sheriff's Association Contract No. FSA20-VEF14.02 in an amount not to exceed \$574,629. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)
  
14. **Medical/RX Stop Loss Insurance (Kathy Reul)**  
Request to renew RFP #21-D-363 to **Connecticut General Life Insurance Company** (parent of **CIGNA Health and Life Insurance Company**) of Bloomfield, CT for Medical/RX Stop Loss Insurance form January 1, 2023, through December 31, 2023, with one additional one-year option to renew. Estimated annual cost is \$1,194,356 for Specific and \$123,754 for Aggregate Insurance coverages. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative High Performing Sustainable Organization. (REQUEST TO RENEW)

## **Commission Communications**

### **City Manager's Communication**

### **City Attorney's Communication**

### **Adjournment**

**Next Regular Meeting: Wednesday, December 7, 2022, 6:30 p.m., City Commission Chambers.**

**If a person decides to appeal any decision made by the City Commission with respect to these matters, individual(s) must ensure that verbatim record of the proceedings is made. The record should include the testimony and evidence upon which the appeal is to be based.**

**Residents planning to attend the meeting who need special assistance must notify the Office of the City Clerk at (954) 344-1065 no later than 24 hours preceding the meeting.**

### **PUBLIC COMMENT (MUNICIPAL CODE, SECTION 2-2):**

The City Commission of the City of Coral Springs, at each regularly scheduled meeting (first and third Wednesdays), shall entertain public comment. Anyone desiring to address the City Commission must submit a written request to the City Clerk. Public comments will be held in the priority order in which they are received. Each request shall succinctly detail the matter to be brought before the City Commission; shall contain the address and phone number where the speaker can be reached if the need arises; and shall be dated and signed.

Items on the agenda which are not designed as Public Hearings must be discussed during the public comment period. *Waiver of rules.* By majority vote, the City Commission may invite public discussion on any agenda item and thereby waive the proscriptions otherwise outlined in this section.

*Decorum to be maintained.* In every case where a speaker is recognized by the Mayor to discuss an agenda item, speaker shall step to the podium, state their name and address for the benefit of the City Clerk, and identify any group or organization speaker represents. Speaker shall then succinctly state their position regarding the item before the City Commission. Order shall be maintained at each City Commission meeting and the Mayor is hereby empowered to order from the room anyone who refuses to comply with the rules and regulations outlined in this section. The Police Chief or his authorized agent in attendance at the meeting shall carry out the order of the Mayor in this regard.

*Time limit on discussion.* Subject to waiver rule contained within this section, public discussion by individual speakers shall be limited to three (3) minutes at the public comment period.

# Summary Sheet

Agenda Item:

Meeting Date: November 16,  
2022

**Subject:**

**Requested Action:** Spencer Tritt, Riverside Elementary School, 5th grade  
Nicole Almodovar, Coral Glades High School, 11th grade

**Placement:** Pledge of Allegiance

## Summary Sheet

Agenda Item: 1.

Meeting Date: November 16,  
2022

**Subject:** Recognition, Heather Nobler (Brook)

**Requested Action:** Request that the City Commission recognize Heather Nobler for her accomplishments in pickleball.

**Placement:** Recognitions/Proclamations/Presentations: None

**Background / Description:** Heather Nobler is a former professional tennis player at the University of Oklahoma and a former number one singles and doubles player in the country.

She picked up pickleball a year ago as part of her job duty and fell in love with the sport. She began playing in tournaments and is now competing at the professional level. She's won the Atlantic City Open Women's Pro Singles Championship. She's competed in Houston and won four mixed pro-doubles matches and three women's pro-doubles matches winning over four top 25 pros.

**Requested By:** Mayor Brook

**Presenting:** Mayor Brook

**Accepting:** Heather Nobler, Coral Springs resident

## Summary Sheet

Agenda Item: 2.

Meeting Date: November 16,  
2022

**Subject:** Recognition, Annejeanette Washington Collins (Metayer)

**Requested Action:** Request that the City Commission recognize Annejeanette Washington Collins of Ramblewood Middle School for receiving the Dr. Theron Trimble Florida Social Studies Teacher of the Year for Middle School Award.

**Placement:** Recognitions/Proclamations/Presentations: None

**Background / Description:** Annejeanette Washington Collins, a Ramblewood Middle School Social Studies teacher and Coral Springs resident, has won a prestigious teaching award for her innovative work in the classroom. Collins was named winner of the Dr. Theron Trimble Florida Social Studies Teacher of the Year for Middle School Award, Broward County Public Schools.

A successful postcard writing campaign to NASA was among Collins' most inventive teaching techniques. The federal space agency sent the student missives off into space, then returned them to the young letter-writers in Coral Springs. Also, Collins deployed many other creative techniques to get students absorbed in American history, democracy, and the lives of famous figures.

The award, given to Collins, "recognizes exceptional and innovative teachers for creating meaningful lessons for their students and advocating for social studies education," the school district said. "Collins is honored for her passion for bringing lessons to life in her classroom through innovative projects."

Collins is one of three winners of the 2022 award, which recognizes outstanding elementary, middle, and high school teachers.

In addition to Monday's honor, Collins has been honored twice as Broward County Public Schools Social Studies Teacher of the Year. She was also named Social Studies Teacher of the Year at Ramblewood Middle School.

**Requested By:** Commissioner Metayer

**Presenting:** Commissioner Metayer

**Accepting:** Annejeanette Washington Collins, Social Studies teacher, Ramblewood Middle School

## Summary Sheet

Agenda Item: 3.

Meeting Date: November 16,  
2022

**Subject:** Service Recognition, Deputy City Manager Robert Curnow

**Requested Action:** Request that the City Commission recognize Robert Curnow for his contributions to the success of our organization.

**Placement:** Recognitions/Proclamations/Presentations: None

**Background / Description:** Bob has served our community with pride for more than ten years. Originally joining our organization in 2012 as the Manager of Information Technology, he was later promoted to Director of Information Technology (2016), Assistant City Manager (2018) and Deputy City Manager (2019).

He has continued to contribute to the success of our organization by leading the following departments during his tenure: Information Technology, Development Services, Financial Services, Building Department and Public Works. Most recently, he successfully led multiple major projects including the City's conversion to a new Enterprise Resource Planning (ERP) system and the 911/Dispatch regional expansion.

Bob also served as the chair for the City's Architectural Review Committee. We wish him continued success in his new role as City Manager in Peach Tree City Georgia.

**Accepting:** Deputy City Manager Robert Curnow



# Summary Sheet

Agenda Item: 4.

Meeting Date: November 16,  
2022

**Subject:** Minutes Approval

**Requested Action:** Request to approve meeting summaries. (REQUEST TO APPROVE)

**Placement:** Consent

**Attachments:** [Summary, July 30, 2019, Summer Retreat](#)  
[Summary, April 24, 2019 Workshop-Retreat](#)  
[Summary, June 30, 2021 Retreat](#)  
[Summary, July 27, 2022 Workshop](#)  
[Summary, August 31, 2022 Retreat](#)  
[Summary, October 6, 2022 Meeting](#)  
[Summary, October 26, 2022 Workshop](#)  
[Summary, November 2, 2022 Meeting](#)

**CITY OF CORAL SPRINGS, FLORIDA**  
**CITY COMMISSION SUMMER RETREAT**

**DRAFT SUMMARY**

Tuesday, July 30, 2019

The meeting was called to order at 9:02 AM. The meeting was held at the Marriott Courtyard, 620 North University Drive, Coral Springs, Florida.

**Present:**

Mayor Scott Brook  
Vice Mayor Joy Carter  
Commissioner Shawn Cerra  
Commissioner Larry Vignola  
Commissioner Joshua Simmons

**Also Present:**

City Manager Mike Goodrum  
City Attorney John Hearn  
City Clerk Debra Thomas

Strategic Plan Updates – Code Enforcement

Susan Krisman, Director of Community Development, provided a Code Enforcement/ Compliance Update. [The presentation is included and made a part of the permanent record]. Issues of concern included compliance versus enforcement, established code priorities, enforcement steps, not being customer friendly, use of code rangers, performance measures, and inappropriate staffing levels. Additional information for each topic is included in the slide presentation.

Strategic Plan Update – Sign Ordinance Pilot Program and Traffic Calming Updates

Susan Krisman, Director of Community Development, presented an overview of the outreach to businesses and real estate agents. The purpose of the pilot program was to educate everyone on the new rules as handed down by the Federal government. The Commission agreed that the main arteries should be the focus of the pilot program.

Economic Development Update

Kristi Bartlett, Director of Economic Development, reported over 90 visits had been completed with existing businesses. The website was updated with new content and images. There are plans for a “Savor the Springs” restaurant week in October to promote local restaurants and dining options in Coral Springs.

FY2020 Legislative Action Plan The proposed plan was briefly discussed.

Florida League of Cities Voting Delegate & Metropolitan Planning Organization Representative

The City Commission discussed the topic and agreed Joshua Simmons should represent the City for both organizations.

Elected Official of the Month

Dale Pazdra, Director of Human Resources, provided highlights of the proposed program. His presentation is included in the permanent record.

Request from the Board of the Museum of Art

The Museum of Art Board asked that City to take over the museum Deputy City Manager Melissa Heller explained the issue and the information is contained in the slide presentation file. The Commission was in agreement with the information provided.

Field Rental Rates

Rick Engle, Director of Parks and Recreation, reviewed the proposed rates. The Commissioners shared their individual ideas and ultimately agreed with the Tier 3 rental rate. His slides are included with the presentation file.

Commission Communications

Each Commissioner had a chance to share their ideas and thoughts. Most importantly, the elected officials must be a cohesive group.

There being no additional business, the meeting adjourned at 12:04 PM.

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**Debra Thomas**  
**City Clerk**

These minutes are a permanent public record of the City of Coral Springs maintained in the Office of the City Clerk.

**CITY OF CORAL SPRINGS, FLORIDA**  
**COMMISSION WORKSHOP-RETREAT**  
**DRAFT SUMMARY**

Wednesday, April 24, 2019  
5:00 PM

Mullins Hall, Mullins Park  
10150 NW 29 Street

**Call to Order**

The meeting was called to order at 5:03 PM by Mayor Brook. The meeting was held in Mullins Hall in Mullins Park, Coral Springs, Florida.

**Roll Call**

Mayor Scott Brook  
Vice Mayor Joy Carter  
Commissioner Seat 2 – vacant  
Commissioner Larry Vignola  
Commissioner Joshua Simmons

Also Present:  
City Manager Mike Goodrum  
City Attorney John Hearn  
City Clerk Debra Thomas

**Discussion Items**

1. **Public Art** – Susan Krisman, Director of Development Services, presented the Public Art Master Plan. She discussed the main amendments to the Master Plan: The Four Corners were no longer planned. The primary focus would be on the Downtown area. There would be an emphasis on large-scale entryway artworks. There would be an emphasis on projects that engage the community in recovery and healing. Ms. Krisman included a slide presentation and provided a history of the Public Art Program. [The presentation is included and made a part of the permanent record]. Julie Krolak, Assistant Director of Development Services, provided an overview of the most recent Call to Artists. Her presentation is included in the previously mentioned slide presentation.

The City Commission discussed the amended Public Art Master Plan and requested that the traffic box wraps be included in the plan and should related to Coral Springs. The entire Commission agreed to the staff requests:

- Accept the Amended Public Art Master Plan (2019-2024);
- Direct staff to finalize updates to the Public Art Program Guidelines & Public Art Property Owner Guidelines based on the amended Master Plan; and
- Direct staff to prepare a contract with Amie Jackson for her work entitled, “Give Them Wings.”

2. **Recognition of Memorializing Walter G. Campbell, Jr.**

Several suggestions were discussed between the Commission. The dedication of the street in front of City Hall from West Sample Road to the ArtWalk was agreed upon.

### **3. Tribute Park**

The Commission was asked to support a tribute park proposed on the City's property at West Sample Road and Sportsplex Drive. The representative shared his vision along with the idea of creating a movie film of the project. There was considerable conversation between the elected officials and the tribute park representative. The final consensus was not to move forward with the park.

There being no additional business, the meeting adjourned at 7:30 PM.

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**Debra Thomas**  
**City Clerk**

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# CITY OF CORAL SPRINGS, FLORIDA COMMISSION RETREAT

## DRAFT SUMMARY

Wednesday, June 30, 2021

### Call to Order/Roll Call

The meeting was called to order by Mayor Brook at 5:13 PM. The meeting was held in the Aquatics Complex Wood Room, 12441 Royal Palm Boulevard, Coral Springs, Florida.

### Roll Call

Mayor Scott Brook

Vice Mayor Joshua Simmons

Commissioner Shawn Cerra

Commissioner Nancy Metayer

Commissioner Joy Carter

Also Present:

City Manager Frank Babinec

City Attorney John Hearn

City Clerk Debra Thomas

### Moment of Silence

### Pledge of Allegiance

### Commission Retreat Items

#### 1. Strategic Plan Update (Catherine Givens)

The Strategic Plan update was provided by Catherine Givens. Specific information was provided in the meeting backup. [The presentation is included and made a part of the permanent record].

#### 2. Economic Development Update (Kristi Bartlett)

The Economic Development update was provided by Kristi Bartlett. The update content is included in the meeting backup.

#### 3. Staff Update: 40-year Building Inspection Program (Alexander Hernandez)

The 40-year building inspection program is unique to Broward and Miami-Dade Counties. Specific information was provided in the meeting backup. The City has been monitoring and inspecting the eligible structures.

#### 4. Staff Update: Riverside Drive (Julie Krolak)

The affordable/workforce housing on City-owned property was discussed. The content is included in the meeting backup. Steps that have been completed and the upcoming actions were discussed. The Commission had an opportunity to share their comments and ask questions.

#### 5. Staff Update: Special Events Budget for FY2022 (Alexander Falcone)

Staff requested direction for the next event year. Several options were presented to the City Commission and are included in the meeting backup. Commissioners reviewed the three options and added their own suggestions. This item would return to the Commission once staff had time to make option modifications.

#### 6. Staff Update: Selection of a Liaison for the Community Ambassador Program (Melissa Heller)

The Community Ambassador Program was explained to the City Commission. Vice Mayor Simmons was selected as the liaison.

#### 7. Commission Communications

Each Commissioner took a moment to share their ideas and ask questions of staff.

## **Adjournment**

There being no additional business, the meeting adjourned at 6:42 PM.

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**Debra Thomas**  
**City Clerk**

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# CITY OF CORAL SPRINGS, FLORIDA

## COMMISSION WORKSHOP DRAFT SUMMARY

Wednesday, July 27, 2022

6:00 PM (or immediately following the Special Commission meeting)

Sawgrass Room

9500 West Sample Road

### Call to Order

The meeting was called to order at 6:25 PM by Mayor Brook. The meeting was held in the Sawgrass Room, City Hall, 9500 West Sample Road, Coral Springs.

### Roll Call

Mayor Scott Brook

Vice Mayor Joshua Simmons (remote)

Commissioner Shawn Cerra

Commissioner Nancy Metayer

Commissioner Joy Carter

City Manager Frank Babinec

City Attorney John Hearn

City Clerk Debra Thomas

Parkland Mayor Rich Walker

Parkland City Manager Nancy Morando

### Moment of Silence

### Pledge of Allegiance

### Commission Workshop Items

#### 1. Heron Bay Development Discussion - City of Parkland

The purchase of the Heron Bay golf course was the topic of discussion. Mayor Rich Walker, using a PowerPoint presentation, outlined the separate parcels and their proposed use or purpose. [The presentation is included and made a part of the permanent record]. The goal was for a harmonious project for both cities.

North Springs Improvement District (NSID) purchased the 210 acre golf course. Only 150 acres were needed for drainage. This portion will become a natural preserve with five miles of ten-foot wide walking paths with water stations. It will be a regional park for Parkland, Coral Springs, and Heron Bay.

The balance of the acreage was discussed. Approximately 65 acres are available for purchase. The 9.3 acre plot is the parking and clubhouse in Coral Springs. NSID wants to keep some of the area for parking and access. Nearby is two acres donated by NSID to the Marjory Stoneman Douglas Memorial Committee for a memorial to be built in remembrance.

Plans for the 5.3-acre plot and the 40.5-acre plot: would it be commercial or residential? If residential was added, it would have an impact on the schools. How will the homeowners feel when their golf view changes? Heron Bay has five more years on the covenant which prohibits construction. The residents must be assured their views will be protected to enable the release of the covenant. In addition, there are easements along a canal that must be addressed because it would be the area for access to the business area. The 8.5 acre plot is for Coral Springs. The 9.3 acre plot is set aside for the memorial and parking.

The estimated purchase price is \$25,410,000.

- Coral Springs' cost with an estimated 18 acres or 28% would be \$7,114,800.
- Parkland's cost with an estimated 46 acres or 72% would be \$18,295,200.



The City Commission took time to ask questions and receive clarification. The effect of adding residential units to the area school enrollment numbers was mentioned.

## **2. Bike Lanes Update - Julie Krolak**

The first slide in the presentation laid out, in blue, the current bike lanes. Nine additional miles are planned. The City's comprehensive plan contains a desire for safe bike lanes. Next year a master plan for sidewalk and bike lanes will be produced.

## **3. Recreational Vehicle Update - Julie Krolak**

The pilot program has been in effect for six months. The presentation slides explained the pilot program and the results for the first six month period. In the next six months, continued education for residents and enforcement of the Pilot Program. A question will be added to the upcoming residential survey. On or before February 16, 2023 the Commission must consider the implementation of the program on a permanent basis.

## **Commission Communications**

Members of the Commission each addressed the community, discussing the following topics:

- The Florida Race to Zero would appear on the September 12, 2022 agenda.
- Staff was directed to complete an inventory of building dedication plaques throughout the city and return with a cost and plan for certain removals.
- Consensus given to recognize James Neer, retiring Principal at Monarch High School, for his 38 years of service with the Broward County School Board.
- Consensus given to recognize the Little League for winning back-to-back state titles.

## **Adjournment**

There being no additional business, the meeting adjourned at 8:08 PM.

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**Debra Thomas**  
**City Clerk**

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**CITY OF CORAL SPRINGS, FLORIDA  
CITY COMMISSION RETREAT**

**DRAFT SUMMARY**

Wednesday, August 31, 2022  
5:00 PM

Public Safety & Public Works Campus  
4150 NW 120 Avenue

***Recognizing Labor Day, September 5, 2022***

**Call to Order**

The meeting was called to order at 5:06 PM by Mayor Brook. The meeting was held at 4150 NW 120 Avenue, Coral Springs, Florida.

**Roll Call**

Mayor Scott Brook	City Manager Frank Babinec
Vice Mayor Joshua Simmons	City Attorney John Hearn
Commissioner Shawn Cerra arrived 5:10 pm	City Clerk Debra Thomas
Commissioner Nancy Metayer	
Commissioner Joy Carter	

**Moment of Silence**

**Pledge of Allegiance**

**Commission Retreat Items**

The topics discussed were presented through PowerPoint slides and \*documents. [The presentation and documents are included and made a part of the permanent record].

1. **Strategic Plan Update (Catherine Givens)**
  - Buy Local Campaign (Lynne Martzall)
  - Office of Sustainability Items (Monica Ospina)
    - Sustainability Action Plan \*
    - Race to Zero
    - Single-Use Plastics Reduction Strategy
2. **Economic Development Update (Kristi Bartlett)**
  - Welcome Business Program (Kristi Bartlett, Lynne Martzall)
  - Updated Banner Program (Kristi Bartlett, Julie Krolak)
3. **Staff Updates**
  - Communities of Excellence (Nicole Giordano)
  - Sister Cities (Catherine Givens, Dale Pazdra, Nicole Giordano)
  - Process for Naming City Assets (Dale Pazdra, Robert Hunter) \*
  - Calendar for 2023 (Catherine Givens, Debra Thomas) \*
4. **Commission Communications**
  - Open dialogue – conference updates

Vice Mayor Simmons – Recognized the sudden passing of Jason Jenkins, Senior Vice President of the Miami Dolphins and a Parkland resident. At the next Commission meeting, a moment of silence in his name will take place. Consensus requested on asking staff to look into providing resources to the Jackson, Mississippi, flooded communities.

Commission Metayer – Consensus received to proclaim September as Hard of Hearing Month. She shared highlights from a recent conference in Denver. She recommended following the keynote speaker regarding the bucket list. This was at the recent Florida League of Cities conference.

Commissioner Carter – Discussed the possibility of adding a Hannukah parade to the Santa Express event. Several staff shared the history of the public safety event and the topic would be discussed with senior staff.

Commissioner Cerra – Requested consensus to recognize a soon-to-be named principal. He sat on the panel and noted two of the three candidates were Coral Springs residents.

Mayor Brook – The Florida League of Mayors recently voted him as President-Elect. One of his goals was to visit 100 municipalities and share ideas about mental wellness as well as the City's BHAP. He noted residents approach him regarding the need for shade covers at pickleball courts.

Other discussion included the timing of making Committee and Board Liaison assignments. This happens in December.

### **Adjournment**

There being no additional business, the meeting adjourned at 8:02 PM.

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**Debra Thomas, CMC**  
**City Clerk**

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# CITY OF CORAL SPRINGS, FLORIDA

## COMMISSION MEETING AGENDA DRAFT SUMMARY

Thursday, October 6, 2022  
6:30 PM

Commission Chambers, City Hall  
9500 West Sample Road

### ***Recognizing Indigenous Peoples Day & Columbus Day, October 10, 2022***

#### **Call to Order**

The meeting was called to order at 6:30 PM by Mayor Scott Brook. The meeting was held in the Commission Chambers, 9500 West Sample Road.

#### **Roll Call**

Mayor Scott Brook  
Vice Mayor Joshua Simmons  
Commissioner Shawn Cerra  
Commissioner Nancy Metayer  
Commissioner Joy Carter

Also Present:  
Deputy City Manager Robert Curnow  
Senior Deputy City Attorney Sherry Whitacre  
City Clerk Debra Thomas

#### **Moment of Silence**

#### **Pledge of Allegiance**

#### **Recognitions/Proclamations/Presentations**

- 1. Key to the City, Alfred "Al" E. Hendrickson, Sr.**  
The City Commission recognized Broward County Pioneer and Coral Springs community leader Alfred "Al" E. Hendrickson, Sr. with a Key to the City.
- 2. Recognition, Incoming Sawgrass Springs Middle School Principal Melinda Wessinger (Cerra)**  
The City Commission recognized incoming Sawgrass Springs Middle School Principal Melinda Wessinger.
- 3. Proclamation, Fire Prevention Week 2022 & Cancer Awareness Month 2022**  
The City Commission proclaimed October 15, 2022, as Fire Prevention Week--"Fire Won't Wait - Plan Your Escape" AND recognize the firefighters wearing navy blue or pink shirts with white lettering and a lavender ribbon, representing all types of cancer, for Cancer Awareness Month.
- 4. Proclamation, National Community Planning Month 2022 (Julie Krolak)**  
The City Commission proclaimed the month of October 2022 as "National Community Planning Month" in the City of Coral Springs.
- 5. Proclamation, National Code Compliance Month 2022 (Julie Krolak)**  
The City Commission proclaimed the month of October 2022 as "National Code Compliance Month" in the City of Coral Springs.

## Public Comment

Joe Morera recognized the success of the recent International Dinner event.

## Public Hearings/Special Meeting Announcements

### 6. Proclaiming November 8, 2022 as General Election

Request that the Mayor proclaim Tuesday, November 8, 2022 as the Coral Springs General Election. Polls will be open 7:00 AM to 7:00 PM. (REQUEST TO PROCLAIM)

Mayor Scott Brook announced that the City's General Election will be held Tuesday, November 8, 2022.

### 7. Special Exception, Downtown Coral Springs (Julie Krolak)

Request to hold quasi-judicial hearing and public hearing to approve petition of Greenspoon Marder, LLP for a Special Exception from Land Development Code Sections 2501056 (Block Length And Perimeter) and 2501059 (DT-MU Building Type Table) relative to block length, lot requirements, setbacks, and building frontage for the construction of a mixed-use development consisting of a maximum of 377 residential units and approximately 11,525 square feet of commercial in the Downtown Mixed-Use (DT-MU) Zoning District, located at the northeast corner of West Sample Road and University Drive, legally described as a Portion of Parcel A, Coral Springs Village Green; authorize the City Attorney's Office to draft an order approving SE22-0003 and adopt said order. Funding Source: Not applicable. Strategic Goal: A Thriving, Resilient Business Community (REQUEST TO QUASI-JUDICIAL HEARING AND PUBLIC HEARING, APPROVE, AUTHORIZE, ADOPT) (SE22-0003)

Senior Deputy City Attorney Whitacre read the item title. Quasi-judicial hearing was waived. There were no affected party submissions. Tina Jou explained the special exception request. [The slide presentation is included with the permanent record.] Attorney Dennis Mele represented the petitioner and provided a presentation to the City Commission. [The slide presentation is included with the permanent record.]

The public hearing was opened. Leslie Hensley, representing the residents at Briarwood, mentioned concern of Broken Woods Drive and how the residents would be affected, especially ingress and egress.

Robert Bici, owner of the Holy Cross Urgent Care, was concerned about the amount of parking spaces, and whether the tenants would be affected with utilities, etc., during construction.

The public hearing was closed. Attorney Mele responded to the speakers' concerns. The City Commission had an opportunity to receive clarification from the petitioner.

**Action:** The special exception was approved.  
**Result:** Passed (Unanimous)  
**Mover:** Joshua Simmons  
**Secunder:** Nancy Metayer

## Consent

### 8. Minutes Approval

Request to approve meeting summary of September 21, 2022, Second Budget Hearing meeting. (REQUEST TO APPROVE)

**Action:** The September 21, 2022 meeting summary was approved.  
**Result:** Passed (Unanimous)  
**Mover:** Joshua Simmons  
**Secunder:** Shawn Cerra

**9. Use of Forfeiture Funds (Brad McKeone)**

Request to authorize the use of \$403,815 in Law Enforcement Trust Funds to cover the annual continuation fee of \$8,815 for CALEA (Commission on Accreditation for Law Enforcement); to pay up to \$60,000 which we will receive from the Broward Sheriff's Office for Task Force Detectives overtime expenses from this point forward; to cover \$75,000 in training costs for all sworn members; \$10,000 to pay for confidential informant payments; and \$250,000 to pay for Seasonal School Resource Officers' salaries. (REQUEST TO AUTHORIZE)

**Action:** The use of forfeiture funds was authorized.  
**Result:** Passed (Unanimous)  
**Mover:** Joshua Simmons  
**Seconder:** Shawn Cerra

**10. Purchase, Global Traffic Technologies Traffic Equipment (Brad McKeone)**

Request to approve purchase of Global Traffic Technologies Traffic Equipment from **Transportation Control Systems, Inc.** of Tampa, FL, utilizing the Florida Department of Transportation Bid No. DOT-ITB-20-9034-GH for a total authorized expenditure of \$75,000. Funding Source: Approved Capital Funds. Strategic Goal: An Innovative, High Performing, and Sustainable Organization. (REQUEST TO APPROVE)

**Action:** The purchase was approved.  
**Result:** Passed (Unanimous)  
**Mover:** Joshua Simmons  
**Seconder:** Shawn Cerra

**Policy Formation and Direction**

**11. Economic Development Incentive Program Grant Agreement (Kristi Bartlett)**

Request to award the Economic Development Incentive Program Grant funding for \$40,348 to Coral-CS/LTD. Associates. Funding Source: Approved Operating Budget. Strategic Goal: A Thriving, Resilient Business Community. (REQUEST TO AWARD)

Kristi Bartlett, Director of Economic Development explained the mall's plans for improvements.

**Action:** The grant was awarded.  
**Result:** Passed (Unanimous)  
**Mover:** Joy Carter  
**Seconder:** Shawn Cerra

**12. Reappointment, Charter School Advisory Board (Catherine Givens)**

Request to consider reappointment of Joann McDaniel-Chinn to the Business Representative seat of the Charter School Advisory Board. (REQUEST TO REAPPOINT)

**Action:** Joann McDaniel-Chinn was reappointed.  
**Result:** Passed (Unanimous)  
**Mover:** Nancy Metayer  
**Seconder:** Joy Carter

**13. Ratify, Termination of Declaration of Emergency for COVID-19**

Request to ratify the Termination of Declaration of Emergency for COVID-19. (REQUEST TO RATIFY)

**Action:** The declaration was ratified.  
**Result:** Passed (Unanimous)  
**Mover:** Joshua Simmons  
**Seconder:** Shawn Cerra

**14. Resolution 2022-040, Urging Increased Funding for School Resource Officers**

Request to approve and adopt Resolution 2022-040 urging the School Board of Broward County to increase funding for school resource officers at every school within Broward County. (REQUEST TO APPROVE, ADOPT)

Senior Deputy City Attorney Whitacre read the resolution title.

**Action:** The resolution was approved, adopted.  
**Result:** Passed (Unanimous)  
**Mover:** Joy Carter  
**Secunder:** Joshua Simmons

**Commission Communications**

Members of the Commission each addressed the community, noting past and future special events and providing their contact information. Consensus was met to recognize Jeannette Washington Collins named Florida’s Social Studies Teacher of the Year for middle schools. She currently teaches at Ramblewood Middle School.

**City Manager's Communication**

Deputy City Manager Robert Curnow updated the Commission on the disaster relief to the west coast of Florida.

**City Attorney's Communication**

As a follow-up to the conditional use approval that was approved by the Commission at the last meeting regarding the storage of trucks, vans and trailers, one of the constraints when developing the site was the lack of access to it. In 2020 the City entered into an agreement for use through the City’s waste transfer station and for the improvements for the greenway loop. Foundry has received conditional use approval. They will be purchasing the site from Sawgrass Partners. One of the entities, FOF Coral Springs, will be purchasing it and requires an Assignment from Sawgrass Partners to FOF Coral Springs, before the closing can take place. Staff supports this action.

A motion to approve the Assignment was made by Vice Mayor Simmons, second by Commissioner Cerra, and passed by unanimous vote.

**Adjournment**

There being no additional business, the meeting adjourned at 8:44 PM.

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**Debra Thomas, CMC**  
**City Clerk**

**These minutes are a permanent public record of the City of Coral Springs maintained in the Office of the City Clerk.**

# CITY OF CORAL SPRINGS, FLORIDA

## COMMISSION WORKSHOP DRAFT SUMMARY

Wednesday, October 26, 2022  
5:00 PM

Sawgrass Room  
9500 West Sample Road

### Call to Order

The meeting was called to order at 5:00 PM by Mayor Brook. The meeting was held in the Sawgrass Conference Room in City Hall, 9500 West Sample Road, Coral Springs, Florida.

### Roll Call

Mayor Scott Brook  
Vice Mayor Joshua Simmons  
Commissioner Shawn Cerra 5:14 PM  
Commissioner Nancy Metayer (audio connection)  
Commissioner Joy Carter  
City Manager Frank Babinec  
City Attorney John Hearn  
City Clerk Debra Thomas

### Moment of Silence

### Pledge of Allegiance

### Commission Workshop Items

#### 1. Coral Square Mall Update (Melisa Wicker)

Melisa Porobic Wicker, General Manager of the mall, provided an update on improvements at the Coral Square Mall. Ms. Wicker referenced a slide presentation to explain the internal and external improvements along with community partnerships.

- Paint: exterior entrances/all the interior
- Landscape: elevate the overall look of landscape, add plants, improve irrigation
- Refurbish directional signage
- New play area for 2023
- Leasing: new businesses
  
- Library partnership
- Events involving the community
- Police and Fire Departments partnership & events
- School partnerships

The City Commission took time to ask questions and receive additional information.

#### 2. Centenarian Wall (Rob Hunter)

Parks and Recreation Director Robert Hunter updated the Commission on the Centenarian Program. His presentation is included with the meeting backup documents.



## Commission Communications

The Commission touched upon the following topics:

- Splash Pad update
- Pickleball
  - Shade coverings
  - Parkland league
  - Mayor received consensus to recognize Heather Noble, a Coral Springs resident and former City employee, and a Professional Pickleball player and won a championship out of New Jersey.
- History of body piercing shops and tattooing. There was consensus to review the 20-year-old ordinance, especially the fact that tattoo must be an accessory use to body piercing.

## Adjournment

There being no additional business, the meeting adjourned at 6:06 p.m.

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Debra Thomas, CMC  
City Clerk

These minutes are a permanent public record of the City of Coral Springs maintained in the Office of the City Clerk.

# CITY OF CORAL SPRINGS, FLORIDA COMMISSION MEETING

## DRAFT SUMMARY

Wednesday, November 2, 2022  
6:30 PM

Commission Chambers, City Hall  
9500 West Sample Road

### Recognizing Veterans Day, November 11, 2022

#### Call to Order

The meeting was called to order by Mayor Brook at 6:30 PM. The meeting was held in the Commission Chambers, 9500 West Sample Road.

#### Roll Call

Mayor Scott Brook

Vice Mayor Joshua Simmons

Commissioner Shawn Cerra

Commissioner Nancy Metayer

Commissioner Joy Carter

Also Present:

City Manager Frank Babinec

City Attorney John Hearn

City Clerk Debra Thomas

#### Moment of Silence

#### Pledge of Allegiance

Oliver Davy, 1st grade, Maplewood Elementary School

Charlotte Davy, 4th grade, Maplewood Elementary School

The Florida Panthers mascots surprised the Pledge volunteers with tickets to an upcoming Panthers hockey game.

#### Recognitions/Proclamations/Presentations

- 1. Presentation, 2022 Florida Municipal Insurance Trust Partnership Innovation Award**  
Members of the City's Safety, Health, and Wellness Committee accepted the 2022 Florida Municipal Insurance Trust Partnership Innovation Award.
- 2. Recognition, National First Responders Day**  
The City Commission recognized that October 28 was National First Responders Day, and allowed Freedom Flight South Florida, an organization dedicated to honoring the sacrifices made by police, fire, and EMS personnel, to present a tribute to a selected member of Coral Springs Police Department, and Coral Springs-Parkland Fire Department for going above and beyond the call of duty.
- 3. Recognition, City Clerk Debra Thomas**  
The City Commission joined the Florida Association of City Clerks South District President, along with several Broward municipal clerks in recognizing Debra Thomas for her 32 years of public service.
- 4. Proclamation, Lung Cancer Awareness Month (Brook)**  
The City Commission proclaimed November 2022 as "Lung Cancer Awareness Month" in the City of Coral Springs.

## Public Comment

Donald Geiger, President of the Coral Springs Clippers, provided a snapshot of the Clippers' organization.

Jason Gibilterra, representing the parents and players of the Coral Springs Clippers Travel organization, supported the comments from the previous speaker.

Townia Fernandez shared accomplishments of a local church.

Ian Dunne shared his safety concern regarding the Supervisor of Elections' 150-foot rule at the Northwest Regional Library.

## Public Hearings/Special Meeting Announcements

### 5. Ordinance 2022-115, First Reading, Amending Section 6-13 of the Code of Ordinances (Debra Thomas/Georgia Elliott)

Request to hold public hearing and approve first reading of Ordinance 2022-115, amending Section 6-13 of the Code of Ordinances of the City of Coral Springs, entitled "Use of Candidate Filing Fees," to provide for the offset of the costs of an electronic candidate reporting system; providing for severability; providing for codification; and providing for an effective date; and to set a second reading for November 16, 2022. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND HEARING)

The City Attorney read the ordinance title. Public hearing opened, there were no speakers.

**Action:** Ordinance 2022-115 was approved on first reading, second reading set for November 16, 2022.

**Result:** Passed (Unanimous)

**Mover:** Joshua Simmons

**Second:** Shawn Cerra

### 6. Ordinance 2022-116, First Reading, Amending FY 2022 Operating Budget (Catherine Givens)

Request to hold public hearing and approve first reading of Ordinance 2022-116, which amends Ordinance 2022-107, which amended Ordinance 2021-116 finalizing and adopting the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2021-2022, by amending Exhibit "A", the Annual Operating Budget, to increase the Charter School Fund by Two Million, Two Hundred and Nine Thousand, Two Hundred and Thirteen Dollars (\$2,209,213) for a total amount of \$16,524,695 and amending Exhibit "B", the Capital Improvement Program, to increase the Charter School Fund by One Hundred Fifty Three Thousand Four Hundred and Thirty Seven Dollars (\$153,437) for a total amount of \$203,437 and to set a second reading for November 16, 2022. (REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND HEARING)

The City Attorney read the ordinance title. Catherine Givens explained the purpose of the budget amendment. Public hearing opened, there were no speakers.

**Action:** Ordinance 2022-116 was approved on first reading, second reading set for November 16, 2022.

**Result:** Passed (Unanimous)

**Mover:** Joshua Simmons

**Second:** Nancy Metayer

## Consent

### 7. Minutes Approval

Request to approve meeting summaries of Wednesday, October 19, 2022: Joint Workshop with the CRA and the Regular Commission meeting. (REQUEST TO APPROVE)

**Action:** The summaries were approved as presented.

**Result:** Passed (Unanimous)

**Mover:** Joy Carter

**Secunder:** Joshua Simmons

### 8. Altec Bucket Truck (John Norris)

Request to amend the purchase of one Altec Bucket Truck to **Altec Industries, Inc.** of Birmingham, AL under Sourcewell Contract #012418-ALT in the amount of \$6,700. The amended purchase amount is \$168,525. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AMEND, APPROVE)

**Action:** The amended purchase was approved.

**Result:** Passed (Unanimous)

**Mover:** Joy Carter

**Secunder:** Joshua Simmons

### 9. Wireless Telecommunications Consultant Services (Julie Krolak)

Request to renew contract for Wireless Telecommunication Consultant Services, Contract 18-B-012NC to **Cityscape Consultants, Inc.**, of Boca Raton, FL from November 15, 2022 through November 14, 2024. The estimated annual expenditure is \$100,000. Request to authorize the Purchasing Manager to approve the final two-year renewal. Funding Source: Approved Operating Budget. Strategic Goal: A Thriving Resilient Business Community (REQUEST TO RENEW, AUTHORIZE)

**Action:** The contract was renewed.

**Result:** Passed (Unanimous)

**Mover:** Joy Carter

**Secunder:** Joshua Simmons

## Policy Formation and Direction

### 10. Resolution 2022-039, Resolution 2022-041, and Request to Waive Petition Fees – Habitat for Humanity Affordable Housing Project (Neirah Sankar)

The City Attorney read the resolution and item titles. Tina Jou explained the three requests.

Request to approve Resolution 2022-039 authorizing the sale and conveyance of real property and a Memorandum of Understanding (MOU) between the City of Coral Springs and Habitat for Humanity of Broward, Inc. for conveyance of six city-owned parcels for construction of Affordable Housing. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (REQUEST TO APPROVE, AUTHORIZE); and

**Action:** Resolution 2022-039 was approved and adopted.

**Result:** Passed (Unanimous)

**Mover:** Nancy Metayer

**Secunder:** Shawn Cerra

*[Item 10 continues to next page]*

Request to approve Resolution 2022-041 authorizing the use of Affordable Housing Trust Fund 117 to partially subsidize the development and construction of townhouse units by Habitat for Humanity of Broward, Inc. on subject parcels. Funding Source: Affordable Housing Trust Fund 117. Strategic Goal: A Family-Friendly Community. (REQUEST TO APPROVE, AUTHORIZE); and

**Action:** Resolution 2022-041 was approved and adopted.

**Result:** Passed (Unanimous)

**Mover:** Joy Carter

**Secunder:** Nancy Metayer

Request to consider the request by Habitat for Humanity to waive all petition fees associated with Petition SE22-0004 and SE22-0005. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (REQUEST TO CONSIDER, WAIVE)

**Action:** The waiver of petition fees was approved.

**Result:** Passed (Unanimous)

**Mover:** Nancy Metayer

**Secunder:** Shawn Cerra

**11. Appointment, Community Involved Government Committee (Kathy Reul)**

Request to consider appointment of Joseph Martinez to the Community Involved Government Committee. (REQUEST TO APPOINT)

**Action:** Joseph Martinez was appointed to the Community

**Result:** Passed (Unanimous)

**Mover:** Joy Carter

**Secunder:** Nancy Metayer

**12. Reappointment, Economic Development Advisory Committee (Kristi Bartlett)**

Request to consider reappointment of Michelle Brown to the Small Business and Retail Centers seat of the Economic Development Advisory Committee. (REQUEST TO REAPPOINT)

**Action:** Michelle Brown was reappointed.

**Result:** Passed (Unanimous)

**Mover:** Shawn Cerra

**Secunder:** Joshua Simmons

**13. Economic Development Incentive Program Grant Agreement (Kristi Bartlett)**

Request to award the Economic Development Incentive Program Grant funding for \$50,000 to A.L. Garey & Associates. (REQUEST TO AWARD)

**Action:** The grant was awarded.

**Result:** **Passed (Unanimous)**

**Mover:** Shawn Cerra

**Secunder:** Joy Carter

**14. HVAC Products and Related Services Citywide (John Norris)**

Request to award contract for HVAC Products and Related Services Citywide via Racine County, WI Bid #RC2022-1001 through Omnia Partners, Public Sector to Trane U.S., Inc. of Davidson, NC for a not-to-exceed annual amount of \$2,000,000 from October 1, 2022 through August 31, 2027. Request to authorize the Purchasing Manager to approve change orders up to \$45,000. Funding Source: Approved ARPA and Capital Budget. Strategic Goal: An Innovative High Performing Sustainable Organization. (REQUEST TO AWARD, AUTHORIZE)

John Norris, Public Works Director, provided a brief description of the item.

**Action:** The contract was awarded.

**Result:** Passed (Unanimous)

**Mover:** Joshua Simmons

**Secunder:** Shawn Cerra

**15. Furnish, Delivery and Discharge of Quicklime (John Norris)**

Request to amend contract to Furnish, Delivery and Discharge of Quicklime through the Southeast Florida Governmental Purchasing Cooperative Group Bid #20-21B to **Lhoist North America of Alabama, LLC** of Fort Worth, TX in the amount of \$361,213. The remaining contract term not to exceed amount is \$786,213 through October 31, 2023. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AMEND)

John Norris, Public Works Director, provided a brief description of the item.

**Action:** The amendment was approved.

**Result:** Passed (Unanimous)

**Mover:** Nancy Metayer

**Secunder:** Joshua Simmons

**Commission Communications**

Members of the Commission each addressed the community noting past and future special events and announcing their contact information.

- Commissioner Cerra received consensus to recognize the JP Taravella Boys Bowling win at NCAA Championship.
- Vote on Tuesday, November 8, 2022.
- Kind words were shared with City Clerk Debra Thomas regarding her upcoming retirement.

**City Manager's Communication**

Today was the MSD final sentencing. The City Manager expressed his thoughts and shared support to the community, families, and responders affected by the event.

**City Attorney's Communication**

The City Attorney shared his well wishes to the retiring City Clerk.

## **Adjournment**

There being no additional business, the meeting adjourned at 7:56 PM.

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**Debra Thomas**  
**Office of the City Clerk**

These minutes are a permanent public record of the City of Coral Springs maintained in the Office of the City Clerk.

## Summary Sheet

Agenda Item: 5.

Meeting Date: November 16,  
2022

**Subject:** Mobile Generators (John Norris)

**Requested Action:**

Request to award purchase of two mobile diesel generators to **Generac Mobile Products, LLC** of Berlin, WI via Sourcewell Contract No. 041719-GEN in the amount of \$206,034. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

**Funding Source:** Approved Capital Budget

**Placement:** Consent

**Attachments:** [Summary Sheet](#)



**City of Coral Springs**  
**City Commission Meeting Agenda Item**  
**Summary Sheet**

Meeting: November 16, 2022  
Department: Financial Services  
Initiated By: Nicholas Caradonna  
DOC ID:1051

**SUBJECT:** Mobile Generators (John Norris)

**PLACEMENT:** Consent

**REQUESTED ACTION:** Request to award purchase of two (2) mobile diesel generators to  
**(INCLUDE CONTRACT** Generac Mobile Products, LLC of Berlin, Wisconsin via  
**START/TERM DATES)** Sourcewell Contract No. 041719-GEN in the amount of \$206,034.  
Funding Source: Approved Capital Budget. Strategic Goal: An  
Innovative, High Performing and Sustainable Organization.  
(REQUEST TO AWARD)

**BACKGROUND / DESCRIPTION:**

The Public Works Division is seeking to utilize Sourcewell Contract No. 041719-GEN Portable Construction Equipment with Related Accessories and Attachments to purchase two (2) Generac 140KW mobile diesel generators.

The City currently has fifty-three (53) lift stations and only nineteen (19) mobile generators. The mobile generators are critical to each lift station's operation during a power outage which can occur during hurricanes, natural disasters or on any given day. Since the City has more lift stations than mobile generators and a power outage occurs, the mobile generators are used at a lift station for a particular amount of time and then rotated to another lift station. Due to this situation, in 2012 the Public Works Department/Utilities Division established the Portable Emergency Generator for Lift Stations Program in which they allocate funds to purchase generators to increase their inventory to be better prepared when emergencies occur.

The contract was competitively solicited by Sourcewell, Request for Proposal (RFP) No. 041719, for the procurement of Portable Construction Equipment with Related Accessories and Attachments, and publicly opened on April 18, 2019. The RFP received eleven (11) vendor responses and resulted in multiple awards. Contract No. 041719-GEN was awarded to Generac Mobile Products, LLC with an initial start date of June 17, 2019 and continuing for four (4) years from that date with the option to renew for one (1) additional year. The contract offers an array of products such as generators (multiple fuel types), mobile light towers in different lighting types (LED, halide, diffused), mobile heating products, pumps, dust and odor suppression systems, and pressure washers and provides a discount of 48% off MSRP/list prices.

The Fleet Services Division and the Purchasing Division staff recommend awarding the purchase of two (2) Generac 140KW mobile diesel generators to Generac Mobile Products, LLC of Berlin, Wisconsin via Sourcewell Contract No. 041719-GEN in the amount of \$206,034.

## Summary Sheet

Agenda Item: 6.

Meeting Date: November 16,  
2022

**Subject:** Sod and Sod Installation/Removal Services (Robert Hunter)

**Requested Action:**

Request to award the contract for sod and sod installation/removal services through the City of Pembroke Pines, FL, Bid No. PSPW-20-07, to **Mullings Engineering Services - Landscaping Division, Inc.** of Sunrise, FL from November 2, 2022, through March 2, 2023, with an option to renew for two additional one-year terms and authorize the Purchasing Manager to execute and approve all renewals. The estimated annual expenditure is \$60,000. Funding Source: Approved Operating Budget. Strategic Goal: An Attractive Community. (REQUEST TO AWARD, AUTHORIZE RENEWALS)

**Funding Source:** Approved Operating Budget

**Placement:** Consent

**Attachments:** [Summary Sheet Agreement Exhibit "A" upon request form](#)

**City of Coral Springs**  
**City Commission Meeting Agenda Item**  
**Summary Sheet**

Meeting: November 16, 2022  
Department: Financial Services  
Initiated By: Yasmin Teja  
DOC ID: 1057

**SUBJECT:** Sod and Sod Installation/Removal Services (Robert Hunter)

**PLACEMENT:** Consent

**REQUESTED ACTION:** Request to award the contract for Sod and Sod  
**(INCLUDE CONTRACT** Installation/Removal Services through the City of Pembroke  
**START/TERM DATES)** Pines, Florida, Bid No. PSPW-20-07, to **Mullings Engineering Services - Landscaping Division, Inc.** of Sunrise, Florida from November 2, 2022 through March 2, 2023 with an option to renew for two additional one-year terms and authorize the Purchasing Manager to execute and approve all renewals. The estimated annual expenditure is \$60,000. Funding Source: Approved Operating Budget. Strategic Goal: An Attractive Community (REQUEST TO AWARD, AUTHORIZE RENEWALS)

**ATTACHMENTS:** #1 - Agreement with Mullings Engineering Services – Landscaping Division, Inc.

**BACKGROUND / DESCRIPTION:**

The City has an ongoing need for Bermuda, St. Augustine and Bahia sod for various planting projects such as athletic fields, public buildings and medians. It is cost effective to establish firm pricing for this product using a term contract that provides maximum value and pricing when a large amount of the product may be required in a short time.

The City of Pembroke Pines, Florida currently has a contract in place for Sod and Sod Installation/Removal Services that was competitively solicited and awarded to Mullings Engineering Services - Landscaping Division, Inc. The contract includes miscellaneous requirements for sod and sod installation/removal services.

The City of Pembroke Pines, Florida has authorized the City of Coral Springs to utilize and piggyback their contract for Sod and Sod Installation/Removal Services. The Contractor has agreed to honor the prices, terms and conditions of the City of Pembroke Pines contract in providing sod and sod installation/removal services. Specific line items, based upon line-item pricing, will be used as they relate to the sod requirements throughout the contract term. At time of need, a purchase order will be issued based on such a combination that serves the City's best interest.

The Parks and Recreation Department and the Purchasing Division staff recommend the utilization of the City of Pembroke Pines, Florida Bid No. PSPW-20-07 contract for sod and sod installation/removal services from Mullings Engineering Services - Landscaping Division, Inc. from November 6, 2022 through March 2, 2023 with an option to renew for two additional one-year terms and authorize the Purchasing Manager to execute and approve all renewals. The estimated annual expenditure is \$60,000.

**PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND  
MULLINGS ENGINEERING SERVICES – LANDSCAPING DIVISION, INC. FOR SOD  
AND SOD INSTALLATION/REMOVAL SERVICES**

**THIS AGREEMENT**, made and entered into the \_\_\_ day of \_\_\_\_\_, 2022, by and between:

**CITY OF CORAL SPRINGS**  
a municipal corporation  
9500 West Sample Road  
Coral Springs, Florida 33065  
(hereinafter “CITY”)

and

**MULLINGS ENGINEERING SERVICES –  
LANDSCAPING DIVISION, INC.**  
a Florida profit corporation  
6289 West Sunrise Boulevard, #122  
Sunrise, Florida 33313  
(hereinafter “CONTRACTOR”)

**WHEREAS**, on March 17, 2021, the City of Pembroke Pines issued Contract Document Number #PSPW-20-07 for Sod and Sod Installation/Removal Services to CONTRACTOR (hereinafter “Contract”); and

**WHEREAS**, the initial term of the Contract was effective March 17, 2021 through March 2, 2022 with the option to renew for three (3) additional one (1) year terms and the Contract is attached hereto and incorporated herein as Exhibit “A;” and

**WHEREAS**, on November 3, 2021 the City of Pembroke Pines and CONTRACTOR renewed the Contract for an additional one (1) year period through March 2, 2023 and the First Amendment to the Contract is attached hereto and incorporated herein as Exhibit “A;” and

**WHEREAS**, Section 2-305.1(3) of the Code of Ordinances of the City of Coral Springs, Florida, authorizes CITY to procure purchases and acquisitions under contracts of the federal government and the State of Florida or its political subdivisions; and

**WHEREAS**, the City Commission concurs with the recommendation of CITY staff,

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

**SECTION 1.            RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

**SECTION 2.** Attached hereto and incorporated herein as Exhibit "A" is the City of Pembroke Pines Contract dated March 17, 2021 and the First Amendment dated November 3, 2021. The prices, terms, and conditions of this City of Pembroke Pines Contract shall govern the relationship between CITY and CONTRACTOR, except as amended below:

A. The Scope of Services for items to be provided under this Agreement shall be as set forth in the City of Pembroke Pines Contract, except said services shall be performed in and for CITY.

B. The Contract Administrator shall be the Parks and Recreation Director, or their designee,.

C. This Agreement shall expire March 2, 2023; however, the Agreement may be extended in accordance with the terms of the City of Pembroke Pines Contract.

D. NOTICES:

CITY: Gail Dixon, Purchasing Manager  
City of Coral Springs  
9500 West Sample Road  
Coral Springs, Florida 33065  
Tel.: (954) 344-1104  
Email: [gdixon@coralsprings.gov](mailto:gdixon@coralsprings.gov)

Copy to: Robert Hunter, Director of Parks and Recreation  
City of Coral Springs  
9500 West Sample Road  
Coral Springs, Florida 33065  
Tel.: (954) 344-1841  
Email: [rhunter@coralsprings.gov](mailto:rhunter@coralsprings.gov)

CONTRACTOR: Sheldon Mullings, President  
Mullings Engineering Services –  
Landscaping Division, Inc.  
6289 West Sunrise Boulevard, #122  
Sunrise, Florida 33313  
Email: [mullingseng@hotmail.com](mailto:mullingseng@hotmail.com)

E. INSURANCE

CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremens and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand

and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in the Agreement.
- (f) Owner's or Contractor's Protective Liability.

**UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT.** Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than Two Million (\$2,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

#### F. INDEMNIFICATION

The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR under this Agreement or the breach of this Agreement by CONTRACTOR.

CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under this indemnification agreement.

Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

**PATENT AND COPYRIGHT INDEMNIFICATION:** CONTRACTOR shall indemnify, save and hold harmless, the CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

#### G. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

#### H. RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after



completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, DEBRA THOMAS, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, [DTHOMAS@CORALSPRINGS.GOV](mailto:DTHOMAS@CORALSPRINGS.GOV), TELEPHONE NUMBER (954) 344-1067.**

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.

#### NONCOMPLIANCE OF CONTRACTOR

- (1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

#### I. GOVERNING LAW; VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

#### J. TERMINATION

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default, or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

K. FORCE MAJEURE AND APPROPRIATION

In no event shall the CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of the CITY; it being understood that the CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

L. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

**SECTION 3.** In all other respects, the terms and conditions of the City of Pembroke Pines Contract are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms. In the event of any conflict, the provisions of this Agreement shall control.

**SECTION 4.** This Agreement shall be effective upon execution by the City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the CITY OF CORAL SPRINGS and MULLINGS ENGINEERING SERVICES – LANDSCAPE DIVISION, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

**CITY OF CORAL SPRINGS, FLORIDA**

\_\_\_\_\_  
DEBRA THOMAS, CMC, City Clerk

\_\_\_\_\_  
SCOTT BROOK, Mayor

APPROVED AS TO FORM:

*Christina Gomez*  
Christina Gomez (Oct 26, 2022 15:17 EDT)

\_\_\_\_\_  
CHRISTINA M. GOMEZ  
Assistant City Attorney

**MULLINGS ENGINEERING SERVICES  
LANDSCAPE DIVISION, INC.**

By: Sheldon Mullings  
Sheldon Mullings (Oct 26, 2022 15:12 EDT)

Print Name: Sheldon Mullings

Title: President

# **EXHIBIT "A"**

108 pages

Available upon request

Office of the City Clerk  
954.344.1065

## Summary Sheet

Agenda Item: 7.

Meeting Date: November 16,  
2022

**Subject:** Mulch (Robert Hunter)

**Requested Action:**

Request to award the contract for Mulch via the Southeast Florida Governmental Purchasing Cooperative Group, City of Pompano Beach, Florida Bid No. E-27-22, to **East Coast Mulch Corp.** of Jupiter, FL and **Advance Mulch, Inc.** of Palm Beach Gardens, FL from November 16, 2022, through October 10, 2023, with an option to renew for four additional one-year terms. The estimated annual expenditure is \$200,000. Funding Source: Approved Operating Budget. Strategic Goal: An Attractive Community. (REQUEST TO AWARD)

**Funding Source:** Approved Operating Budget

**Placement:** Consent

**Attachments:** [Summary Sheet](#)  
[Agreement - Eastcoast Mulch Corp.](#)  
[Agreement - Advanced Mulch, Inc.](#)  
[Exhibit A upon request](#)



**City of Coral Springs**  
**City Commission Meeting Agenda Item**  
**Summary Sheet**

Meeting: November 16, 2022  
Department: Financial Services  
Initiated By: Yasmin Teja  
DOC ID: 1058

**SUBJECT:** Mulch (Robert Hunter)

**PLACEMENT:** Consent

**REQUESTED ACTION:** Request to award the contract for Mulch via the Southeast Florida Governmental Purchasing Cooperative Group, City of Pompano Beach, Florida Bid No. E-27-22, to **East Coast Mulch Corp.** of Jupiter, Florida and **Advance Mulch, Inc.** of Palm Beach Gardens, Florida from November 16, 2022 through October 10, 2023 with an option to renew for four additional one-year terms. The estimated annual expenditure is \$200,000. Funding Source: Approved Operating Budget. Strategic Goal: An Attractive Community (REQUEST TO AWARD)

**(INCLUDE CONTRACT START/TERM DATES)**

**ATTACHMENTS:** #1 – Agreement with East Coast Mulch Corp.  
#2 – Agreement with Advance Mulch, Inc.

**BACKGROUND / DESCRIPTION:**

The City has an ongoing need for mulch products within designated roadway medians, swales, parks, lots, and other areas on an as-needed basis. Most of the mulch required by the Parks and Recreation Department and Public Works Department is the blown-in-place mulch that is used in larger areas such as the medians. The City Staff determined that it is more cost effective to have outside contractors complete these larger projects.

The Southeast Florida Governmental Purchasing Cooperative Group (Co-Op) began approximately 28 years ago with a small group of Broward County cities. The Co-Op has grown to 46 public entities from Miami-Dade, Broward, and Palm Beach Counties. The purpose of the Co-Op is to combine the buying power of the members on products or services purchased by most of the members to achieve the best pricing under a term contract. The use of the Co-Op also reduces the time spent on bidding procedures and the quantity of bids that any one Co-Op member would have to complete. A lead agency completes the bidding for all the members that wish to participate in that product or service.

The Co-Op, with the City of Pompano Beach, Florida acting as lead agency, issued a bid for Mulch. As one of the Broward County government agencies participating in this bid, the City of Coral Springs receives the best available pricing for this commodity as there are no other contracts available in this area of this size.

The Parks and Recreation Department, the Public Works Department, and the Purchasing Division staff recommend the award for mulch through the Southeast Florida Governmental Purchasing Cooperative Group, City of Pompano Beach, Florida Bid No. E-27-22, to East Coast Mulch Corp. of Jupiter, Florida and Advance Mulch, Inc. of Palm Beach Gardens, Florida from November 16, 2022 through October 10, 2023. The estimated annual expenditure is \$200,000.

**PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND  
EASTCOAST MULCH CORP. FOR MULCH**

**THIS PIGGYBACK AGREEMENT**, made and entered into the \_\_\_\_ day  
of \_\_\_\_\_, 2022 (hereinafter “Effective Date”), by and between:

**CITY OF CORAL SPRINGS**  
a Florida municipal corporation  
9500 West Sample Road  
Coral Springs, Florida 33065  
(hereinafter “CITY”)

and

**EASTCOAST MULCH CORP.**  
a Florida profit corporation  
P.O. Box 1352  
Jupiter, Florida 33468  
(hereinafter “CONTRACTOR”)

**WHEREAS**, the City of Pompano Beach, on behalf of the Southeast Florida Governmental Purchasing Cooperative Group, issued Bid Document Number E-27-22 for Mulch (hereinafter referred to as the “City of Pompano Beach Contract”) to CONTRACTOR; and

**WHEREAS**, the City of Pompano Beach Contract is effective October 11, 2022 through October 10, 2023; and

**WHEREAS**, the City of Pompano Beach Contract has been reviewed by City staff and staff find that the Contract provided for Mulch; and

**WHEREAS**, Section 2-305.1(3) of the Code of Ordinances of the City of Coral Springs, Florida, authorizes CITY to procure purchases and acquisitions under contracts of the federal government and the State of Florida or its political subdivisions; and

**WHEREAS**, the City Commission has authorized CITY to utilize and piggyback their Bid award for the City of Pompano Beach Contract; and

**WHEREAS**, CONTRACTOR has agreed to honor the prices and terms and conditions of the City of Pompano Beach Contract in providing Mulch for CITY and the original Agreement with said pricing is attached hereto and incorporated herein as Exhibit “A;” and

**NOW, THEREFORE**, in consideration of the benefits provided by CONTRACTOR and the covenants and conditions herein expressed and the faithful performance of all such covenants and conditions, the parties agree as follows:

**SECTION 1. RECITALS**

The foregoing recitals are true and correct and are incorporated herein.

**SECTION 2.** The City of Pompano Beach Contract dated September 8, 2022 through October 10, 2023, is attached hereto and incorporated herein as Exhibit "A." The prices, terms, and conditions of the City of Pompano Beach Contract shall govern the relationship between CITY and CONTRACTOR, except as amended below:

A. The Scope of Services for work to be performed under this Agreement shall be as set forth in the City of Pompano Beach Contract, except said services shall be performed in and for CITY.

B. The Contract Administrator shall be Robert Hunter, Director of Parks and Recreation, or their designee.

C. The Contract expiration date is October 10, 2023. The Contract may be renewed in accordance with the terms of the City of Pompano Beach Contract.

D. Notice to CITY shall be sent to:

CITY: Robert Hunter, Director of Parks and Recreation  
City of Coral Springs  
9500 West Sample Road  
Coral Springs, Florida 33065  
Tel.: (954) 344-1841  
Email: [rhunter@coralsprings.gov](mailto:rhunter@coralsprings.gov)

Copy to: Gail Dixon, Purchasing Manager  
City of Coral Springs  
9500 West Sample Road  
Coral Springs, Florida 33065  
Tel.: (954) 344-1104  
Email: [gdixon@coralsprings.gov](mailto:gdixon@coralsprings.gov)

CONTRACTOR: Raymond Bowden, President  
Eastcoast Mulch Corp.  
P.O. Box 1352  
Jupiter, Florida 33468  
Email: [rcmr@comcast.net](mailto:rcmr@comcast.net)

E. INSURANCE. CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States

Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

**UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT.** Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than Two Million (\$2,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

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CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

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By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

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submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, DEBRA THOMAS, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, DTHOMAS@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1067.**

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

#### NONCOMPLIANCE OF CONTRACTOR

- (1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the

records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

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The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

#### J. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

#### K. TERMINATION

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such



default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

L. FORCE MAJEURE AND APPROPRIATION

In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

M. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONSULTANT agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

**SECTION 3.** In all other respects, the terms and conditions of the City of Pompano Beach Contract are hereby ratified and shall remain in full force and effect under this Agreement, as provided by its terms.

**SECTION 4.** This Agreement shall become effective upon the approval of the City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the CITY OF CORAL SPRINGS and EASTCOAST MULCH CORP. have hereunto set their hands and seals on the dates written below.

ATTEST:

**CITY OF CORAL SPRINGS, FLORIDA**

\_\_\_\_\_  
DEBRA THOMAS, CMC, City Clerk

\_\_\_\_\_  
SCOTT BROOK, Mayor

APPROVED AS TO FORM:

*Christina Gomez*  
Christina Gomez (Oct 25, 2022 11:07 EDT)

\_\_\_\_\_  
CHRISTINA M. GOMEZ, Assistant City Attorney

**EASTCOAST MULCH CORP.**

By: Christine Bowden  
Christine Bowden (Oct 25, 2022 10:18 EDT)

Print Name: Chistine Bowden

Title: Manager

**PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND  
ADVANCED MULCH, INC. FOR MULCH**

**THIS PIGGYBACK AGREEMENT**, made and entered into the \_\_\_\_ day  
of \_\_\_\_\_, 2022 (hereinafter “Effective Date”), by and between:

**CITY OF CORAL SPRINGS**  
a Florida municipal corporation  
9500 West Sample Road  
Coral Springs, Florida 33065  
(hereinafter “CITY”)

and

**ADVANCED MULCH, INC.**  
a Florida profit corporation  
P.O. Box 32943  
Palm Beach Gardens, Florida 33420  
(hereinafter “CONTRACTOR”)

**WHEREAS**, the City of Pompano Beach, on behalf of the Southeast Florida Governmental Purchasing Cooperative Group, issued Bid Document Number E-27-22 for Mulch (hereinafter referred to as the “City of Pompano Beach Contract”) to CONTRACTOR; and

**WHEREAS**, the City of Pompano Beach Contract is effective October 11, 2022 through October 10, 2023; and

**WHEREAS**, the City of Pompano Beach Contract has been reviewed by City staff and staff find that the Contract provided for Mulch; and

**WHEREAS**, Section 2-305.1(3) of the Code of Ordinances of the City of Coral Springs, Florida, authorizes CITY to procure purchases and acquisitions under contracts of the federal government and the State of Florida or its political subdivisions; and

**WHEREAS**, the City Commission has authorized CITY to utilize and piggyback their Bid award for the City of Pompano Beach Contract; and

**WHEREAS**, CONTRACTOR has agreed to honor the prices and terms and conditions of the City of Pompano Beach Contract in providing Mulch for CITY and the original Agreement with said pricing is attached hereto and incorporated herein as Exhibit “A;” and

**NOW, THEREFORE**, in consideration of the benefits provided by CONTRACTOR and the covenants and conditions herein expressed and the faithful performance of all such covenants and conditions, the parties agree as follows:

**SECTION 1.            RECITALS**

The foregoing recitals are true and correct and are incorporated herein.

**SECTION 2.** The City of Pompano Beach Contract dated September 8, 2022 through October 10, 2023, is attached hereto and incorporated herein as Exhibit "A." The prices, terms, and conditions of the City of Pompano Beach Contract shall govern the relationship between CITY and CONTRACTOR, except as amended below:

A.     The Scope of Services for work to be performed under this Agreement shall be as set forth in the City of Pompano Beach Contract, except said services shall be performed in and for CITY.

B.     The Contract Administrator shall be Robert Hunter, Director of Parks and Recreation, or their designee.

C.     The Contract expiration date is October 10, 2023. The Contract may be renewed in accordance with the terms of the City of Pompano Beach Contract.

D.     Notice to CITY shall be sent to:

CITY:            Robert Hunter, Director of Parks and Recreation  
City of Coral Springs  
9500 West Sample Road  
Coral Springs, Florida 33065  
Tel.: (954) 344-1841  
Email: [rhunter@coralsprings.gov](mailto:rhunter@coralsprings.gov)

Copy to:        Gail Dixon, Purchasing Manager  
City of Coral Springs  
9500 West Sample Road  
Coral Springs, Florida 33065  
Tel.: (954) 344-1104  
Email: [gdixon@coralsprings.gov](mailto:gdixon@coralsprings.gov)

CONTRACTOR:    Kenneth Bowden, Director  
Advanced Mulch, Inc.  
P.O. Box 32943  
Palm Beach Gardens, Florida 33420  
Email: [info@advancedmulch.com](mailto:info@advancedmulch.com)

E.     INSURANCE. CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States

Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

**UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT.** Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than Two Million (\$2,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

#### F. INDEMNIFICATION

The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR under this Agreement or the breach of this Agreement by CONTRACTOR.

CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.



CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

**PATENT AND COPYRIGHT INDEMNIFICATION:** CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

#### G. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

#### H. RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to

submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, DEBRA THOMAS, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, DTHOMAS@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1067.**

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

#### NONCOMPLIANCE OF CONTRACTOR

- (1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the

records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

#### I. GOVERNING LAW; VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

#### J. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

#### K. TERMINATION

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such

default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

L. FORCE MAJEURE AND APPROPRIATION

In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

M. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONSULTANT agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

**SECTION 3.** In all other respects, the terms and conditions of the City of Pompano Beach Contract are hereby ratified and shall remain in full force and effect under this Agreement, as provided by its terms.

**SECTION 4.** This Agreement shall become effective upon the approval of the City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the CITY OF CORAL SPRINGS and ADVANCED MULCH, INC. have hereunto set their hands and seals on the dates written below.

ATTEST:

**CITY OF CORAL SPRINGS, FLORIDA**

\_\_\_\_\_  
DEBRA THOMAS, CMC, City Clerk

\_\_\_\_\_  
SCOTT BROOK, Mayor

APPROVED AS TO FORM:

*Christina Gomez*  
Christina Gomez (Oct 25, 2022 09:22 EDT)

\_\_\_\_\_  
CHRISTINA M. GOMEZ, Assistant City Attorney

**ADVANCED MULCH, INC.**

By: *Kenneth W. Bowden*  
Kenneth W. Bowden (Oct 25, 2022 09:21 EDT)

Print Name: Kenneth W. Bowden

Title: President

# **EXHIBIT A**

37 pages

Available upon request

Office of the City Clerk  
954.344.1065



## Summary Sheet

Agenda Item: 8.

Meeting Date: November 16,  
2022

**Subject:**

Furnish and Install Plant Material and Trees (John Norris)

**Requested Action:**

Request to renew contract and approve second amendment to the agreement to Furnish and Install Plant Material and Trees, Bid 18-B-132F, to **Gardening Angel Nursery, Inc.**, of Parkland, FL beginning December 1, 2022, through November 30, 2024. The estimated annual expenditure is \$300,000. Funding Source: Approved Operating Budget and Tree Trust Fund. Strategic Goal: An Attractive Community. (REQUEST TO RENEW, APPROVE)

**Funding Source:** Approved Operating Budget

**Placement:** Consent

**Attachments:** [Summary Sheet](#)  
[#1 - Contract Gardening Angel Nursery, Inc.](#)

**City of Coral Springs**  
**City Commission Meeting Agenda Item**  
**Summary Sheet**

Meeting: November 16, 2022  
Department: Financial Services  
Initiated By: Miguel Machuca  
DOC ID: 1059

**SUBJECT:** Furnish and Install Plant Material and Trees (John Norris)

**PLACEMENT:** Consent

**REQUESTED ACTION:** Request to renew contract to Furnish and Install Plant Material  
**(INCLUDE CONTRACT** and Trees, Bid 18-B-132F, to **Gardening Angel Nursery, Inc.**, of  
**START/TERM DATES)** Parkland, Florida beginning December 1, 2022 through November  
30, 2024. The estimated annual expenditure is \$300,000.  
Funding Source: Approved Operating Budget and Tree Trust  
Fund. Strategic Goal: An Attractive Community. (REQUEST TO  
RENEW)

**ATTACHMENTS:** #1 – Contract with Gardening Angel Nursery, Inc.

**BACKGROUND/DESCRIPTION:**

For the past 30 years, the City has established term contracts for the purchase and installation of various species of trees and shrubs. All plants are purchased on an as needed basis for various projects and will comply with the City’s Master Plan for trees and shrubs where applicable.

Initially, this term contract was awarded to two (2) vendors. The awarded vendors were having difficulties servicing the contract due to inflation and supply chain issues they were experiencing in the marketplace. For the continuity of this contract, the vendors were given the opportunity to submit a cost adjustment. Of the two (2) vendors, Gardening Angel Nursery, Inc. proposed a cost adjustment that is in line with the Consumer Price Index of 9%. The second vendor submitted a cost adjustment that was well above what the Consumer Price Index suggested making their cost to the City increase substantially which would not be feasible for the City to sustain throughout the renewal period.

The Public Works Department and Purchasing Division deemed it is in the best interest of the City to award the renewal of this contract only to Gardening Angel Nursery, Inc. The cost adjustment they proposed is reasonable and justifiable based on the data released by the U.S. Department of Labor and Statistics.

Gardening Angel Nursery, Inc. has been providing trees and shrubs to the City for the past eleven (11) years and has serviced the City in a timely and professional manner. They have given the attention the City needs to ensure the landscaping throughout the City meets our requirements.

The Public Works Department and the Purchasing Division staff recommend that Gardening Angel Nursery, Inc. of Parkland, Florida be awarded the contract renewal to Furnish and Install Plant Materials and Trees for an estimated annual expenditure of \$300,000.

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND GARDENING ANGEL NURSERY, INC. TO FURNISH AND INSTALL PLANT MATERIALS AND TREES**

**THIS SECOND AMENDMENT TO AGREEMENT**, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (hereinafter "Effective Date"), by and between:

**CITY OF CORAL SPRINGS, FLORIDA**  
a municipal corporation  
9500 West Sample Road  
Coral Springs, Florida 33065  
(hereinafter referred to as "CITY")

and

**GARDENING ANGEL NURSERY, INC.**  
a Florida profit corporation  
6978 NW 81<sup>st</sup> Terrace  
Parkland, Florida 33067  
(hereinafter referred to as "CONTRACTOR")

**WHEREAS**, on November 14, 2018, CITY and CONTRACTOR entered into an Agreement to Furnish and Install Plant Materials and Trees (hereinafter "Agreement"); and

**WHEREAS**, on December 16, 2020, CITY and CONTRACTOR entered into an Amendment renewing the Agreement through November 30, 2022; and

**WHEREAS**, the Agreement provides that it may be renewed for one (1) final two (2) year term; and

**WHEREAS**, both parties are desirous of renewing the Agreement for the final term; and

**WHEREAS**, Staff is recommending an amendment to the contract to provide for an updated price list which is attached hereto and incorporated herein as Exhibit "A;" and

**IN CONSIDERATION** of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

**SECTION 1.            RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

**SECTION 2.            TERM**

This Agreement shall become effective upon execution by CITY and shall terminate on November 30, 2024.

**SECTION 3.** Section 5 of the Agreement shall be amended to read as follows, any portion of Section 5 not specifically amended below shall remain in full force and affect:

### **COMPENSATION**

The Parties acknowledge the updated pricing and additional plant materials as show on the new price list which is attached hereto and incorporated herein as Exhibit "A."

**SECTION 4.** Section 8 of the Agreement shall be amended to read as follows, any portion of Section 8 not specifically amended below shall remain in full force and affect:

### **INDEMNIFICATION**

Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

**SECTION 5.** Section 22 of the Agreement shall hereby be replaced in its entirety to read as follows:

### **RECORDS AND AUDIT**

22.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

**22.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, FCRM, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.**

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

### 22.03 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) Any CONTRACTOR who fails to provide the public records to CITY within a reasonable time may be subject to penalties under Section 119.10.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement, including reasonable attorney fees.

**SECTION 6.** Section 25 of the Agreement shall hereby be replaced in its entirety to read as follows:

### **ATTORNEYS FEES AND COSTS**

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

**SECTION 7.** Section 29 of the Agreement shall hereby be replaced in its entirety to read as follows:

**CONFLICT**

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

**SECTION 8.** Section 30 of the Agreement shall hereby be replaced in its entirety to read as follows:

**FORCE MAJEURE AND APPROPRIATION**

30.01 In no event shall the CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of the CITY; it being understood that the CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

30.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

**SECTION 9.** Section 31 of the Agreement shall be amended to read as follows, any portion of Section 31 not specifically amended below shall remain in full force and affect:

**NOTICES**

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Gail Dixon, Purchasing Manager  
City of Coral Springs  
9500 West Sample Road  
Coral Springs, Florida 33065  
Tel.: (954) 344-1104  
Email: [gdixon@coralsprings.gov](mailto:gdixon@coralsprings.gov)

**SECTION 10.** All other conditions and terms of the original Agreement as amended, not specifically amended herein, remain in full force and effect.

**SECTION 11.**           **SEVERABILITY**

Should any part, term, or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

**SECTION 12.** This Amendment shall become effective upon execution by City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the CITY OF CORAL SPRINGS and GARDENING ANGEL NURSERY, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

**CITY OF CORAL SPRINGS, FLORIDA**

\_\_\_\_\_  
GEORGIA ELLIOTT, FCRM, City Clerk

\_\_\_\_\_  
SCOTT BROOK, Mayor

APPROVED AS TO FORM:

*Christina Gomez*

Christina Gomez (Nov 3, 2022 08:13 EDT)

\_\_\_\_\_  
CHRISTINA M. GOMEZ

Assistant City Attorney



**GARDENING ANGEL NURSERY, INC.**

By: Andrew Bartoszek  
Andrew Bartoszek (Nov 3, 2022 06:17 EDT)

Title: Vice President

Print Name: Andrew Bartoszek

## EXHIBIT A

### Coral Springs Suggested New Price List

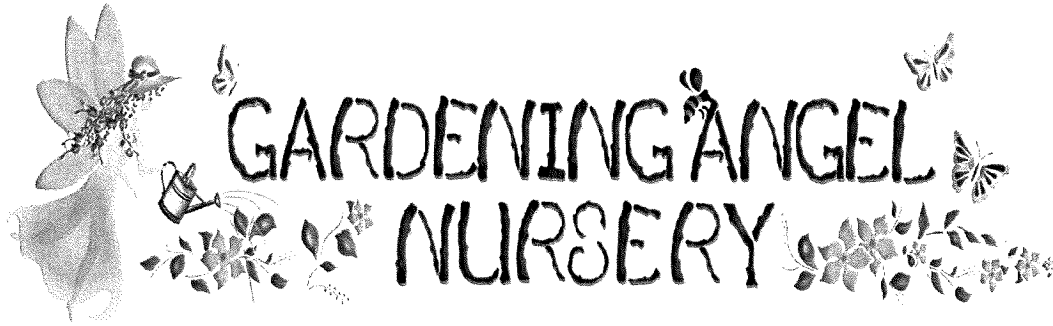
Item #	Name	Current Price	Increase Price
1	Bahama Strongbark	\$250.00	\$275.00
1a	Bahama Strongbark	\$275.00	\$302.50
2	Bald Cypress	\$325.00	\$357.50
2a	Bald Cypress	\$375.00	\$412.50
3	Black Ironwood	\$250.00	\$275.00
3a	Black Ironwood	\$275.00	\$302.50
4	Blolly	\$250.00	\$275.00
5	Bottlebrush	\$275.00	\$302.50
6	Bridal Veil	\$250.00	\$275.00
6a	Bridal Veil	\$375.00	\$412.50
7	Cinnamon Bark	\$325.00	\$357.50
8	Crabwood	\$275.00	\$302.50
9	Crape Myrtle	\$350.00	\$385.00
9a	Crape Myrtle	\$550.00	\$605.00
10	Cuban Tamarind	\$220.00	\$242.00
11	Dahoon Holly	\$250.00	\$275.00
12	E. Palatka Holly	\$250.00	\$275.00
13	Florida Privet	\$195.00	\$214.50
14	Floss Silk	\$275.00	\$302.50
14a	Floss Silk	\$375.00	\$412.50
15	Green Buttonwood	\$250.00	\$275.00
16	Gumbo Limbo	\$250.00	\$275.00
16a	Gumbo Limbo	\$375.00	\$412.50
17	Hong Kong Orchid	\$480.00	\$525.00
18	Jacaranda	\$400.00	\$440.00
19	Jamaican Caper	\$325.00	\$357.50
20	Jamaican Dogwood	\$225.00	\$247.50
21	Japanese Blueberry	\$225.00	\$247.50
21a	Japanese Blueberry	\$375.00	\$412.50
22	Japanese Fern	\$325.00	\$357.50
23	Japanese Privet	\$315.00	\$346.50
23a	Japanese Privet	\$450.00	\$495.00
24	Jatropha	\$175.00	\$192.50
24a	Jatropha	\$275.00	\$302.50
25	Live Oak	\$395.00	\$434.50
25a	Live Oak	\$575.00	\$632.50
25b	Live Oak	\$950.00	\$1045.00
25c	Live Oak	\$1200.00	\$1320.00
26	Magnolia	\$450.00	\$495.00
27	Mahogany	\$240.00	\$264.00

Item #	Name	Current Price	Increase Price
27a	Mahogany	\$325.00	\$357.50
28	Orange Geiger	\$275.00	\$302.50
28a	Orange Geiger	\$375.00	\$412.50
29	Paradise	\$275.00	\$302.50
30	Pigeon Plum	\$275.00	\$302.50
30a	Pigeon Plum	\$350.00	\$385.00
31	Pink Tabebuia	\$285.00	\$313.50
31a	Pink Tabebuia	\$385.00	\$423.50
32	Pitch Apple	\$450.00	\$495.00
33	Queen Crape	\$350.00	\$385.00
34	Red Bay	\$250.00	\$275.00
35	Red Maple	\$275.00	\$302.50
35a	Red Maple	\$375.00	\$412.50
36	Royal Poinciana	\$250.00	\$275.00
36a	Royal Poinciana	\$375.00	\$412.50
37	S FI Slash Pine	\$175.00	\$192.50
37a	S FI Slash Pine	\$290.00	\$319.00
37b	S FI Slash Pine	\$350.00	\$385.00
38	Satin Leaf	\$275.00	\$302.50
39	Sea Grape	\$250.00	\$275.00
40	Silver Buttonwood	\$250.00	\$275.00
40a	Silver Buttonwood	\$175.00	\$192.50
41	Spicewood	\$275.00	\$302.50
42	Stopper	\$325.00	\$357.50
43	Verawood	\$275.00	\$302.50
44	Wax Myrtle	\$175.00	\$192.50
45	Wild Tamarind	\$275.00	\$325.00
45a	Wild Tamarind	\$475.00	\$522.50
46	Yellow Poinciana	\$300.00	\$330.00
46a	Yellow Poinciana	\$300.00	\$330.00
47	Yellow Tabebuia	\$375.00	\$412.50
48	Ylang Ylang	\$275.00	\$302.50
48a	Ylang Ylang	\$475.00	\$522.50
49	Areca Palm	\$175.00	\$192.50
50	Bismark Palm	\$750.00	\$825.00
51	Bottle Palm	\$175.00	\$192.50
52	Canary Island Date Palm	\$5600.00	\$6160.00
52a	Canary Island Date Palm	\$7500.00	\$8250.00
53	Carpentaria Palm	\$425.00	\$467.50
53a	Carpentaria Palm	\$465.00	\$511.50
54	Cat Palm	\$175.00	\$192.50
55	Chinese Fan Palm	\$480.00	\$528.00
56	Christmas Palm	\$350.00	\$385.00
56a	Christmas Palm	\$375.00	\$412.50

Item #	Name	Current Price	Increase Price
56b	Christmas Palm	\$425.00	\$467.50
56c	Christmas Palm	\$475.00	\$522.50
57	Coconut Palm	\$1000.00	\$1100.00
57a	Coconut Palm	\$1400.00	\$1540.00
58	Date Palm	\$750.00	\$825.00
58a	Date Palm	\$750.00	\$825.00
59	Foxtail Palm	\$525.00	\$577.50
60	Hurricane Palm	\$375.00	\$412.50
61	Medjool Palm	\$4900.00	\$5390.00
61a	Medjool Palm	\$5100.00	\$5610.00
61b	Medjool Palm	\$5300.00	\$5830.00
62	Montgomery Palm	\$445.00	\$489.50
62a	Montgomery Palm	\$475.00	\$522.50
63	Paurotis Palm	\$375.00	\$412.50
64	Pindo Palm	\$250.00	\$275.00
65	Pygmy Palm	\$175.00	\$192.50
65a	Pygmy Palm	\$225.00	\$247.50
66	Queen Palm	\$150.00	\$165.00
66a	Queen Palm	\$150.00	\$165.00
67	Ribbon Palm	\$425.00	\$467.50
68	Royal Palm	\$2200.00	\$2420.00
68a	Royal Palm	\$2500.00	\$2750.00
69	Sabal Palm	\$225.00	\$247.50
69a	Sabal Palm	\$250.00	\$275.00
69b	Sabal Palm	\$250.00	\$275.00
69c	Sabal Palm	\$225.00	\$247.50
69d	Sabal Palm	\$250.00	\$275.00
69e	Sabal Palm	\$250.00	\$275.00
70	Senegal Date Palm	\$400.00	\$440.00
71	Silver Date Palm	\$2100.00	\$2310.00
72	Spindle Palm	\$550.00	\$555.50
73	Thatch Palm	\$225.00	\$247.50
73a	Thatch Palm	\$350.00	\$385.00
74	Triangle Palm	\$275.00	\$302.50
75	Washington Palm	\$475.00	\$522.50
76	Winin Palm	\$445.00	\$489.50
77	Arboricola Gold Capella	\$8.00	\$8.80
77a	Arboricola Green	\$8.00	\$8.80
77b	Assorted Trinettes	\$8.00	\$8.80
78	Asiatic Jasmine	\$5.00	\$5.50
78a	Asiatic Jasmine	\$7.00	\$7.70
79	Bay Cedar	\$14.00	\$15.40
80	Beautyberry	\$8.50	\$9.35
81	Begonia Assorted	\$2.75	\$3.03

Item #	Name	Current Price	Increase Price
82	Blanket Flower	\$2.50	\$2.75
83	Bulbine	\$8.50	\$9.35
84	Caladium Assorted	\$2.75	\$3.03
85	Calibrachoa Assorted	\$2.50	\$2.75
86	Celosia Assorted	\$3.50	\$3.85
87	Dwarf Clusia	\$8.50	\$9.35
87a	Clusia	\$35.00	\$75.00
88	Cocoplum	\$7.50	\$8.25
88a	Cocoplum	\$7.50	\$8.25
88b	Cocoplum Green	\$8.00	\$8.80
89	Coleus Assorted	\$2.50	\$2.75
90	Compact Natal Plum	\$8.50	\$9.35
90a	Dwarf Natal Plum	\$8.50	\$9.35
91	Confederate Jasmine	\$9.50	\$10.45
92	Coontie	\$20.00	\$22.00
93	Copper Leaf	\$9.00	\$9.90
93a	Copper Leaf	\$9.00	\$9.90
93b	Copper Leaf	\$9.00	\$9.90
93c	Copper Leaf	\$9.00	\$9.90
94	Crape Jasmine	\$10.50	\$11.55
94a	Crape Jasmine	\$24.00	\$26.40
95	Crinum Lily	\$25.00	\$27.50
96	Crotons Assorted	\$8.50	\$9.35
97	Dianthus Assorted	\$3.50	\$3.85
98	Downy Jasmine	\$8.50	\$9.35
99	Fakahatchee Grass	\$7.75	\$8.53
100	Ferns Assorted	\$10.00	\$11.00
101	Fiddlewood	\$14.50	\$15.95
101a	Fiddlewood	\$28.00	\$30.80
102	Firebush	\$7.75	\$8.53
102a	Dwarf Firebush	\$7.75	\$8.53
103	Flax Lily	\$7.50	\$8.25
104	Florida Lantana	\$5.00	\$5.50
105	Gold Mound	\$8.00	\$8.80
106	Green Buttonwood	\$7.75	\$8.53
107	Green Island Ficus	\$7.75	\$8.53
108	Indian Hawthorne	\$9.50	\$10.45
109	Kings Mantle	\$9.50	\$10.45
110	Lantana Sterile	\$4.50	\$4.95
110a	Lantana Sterile	\$4.50	\$4.95
110b	Lantana Sterile	\$4.50	\$4.95
110c	Lantana Sterile	\$4.50	\$4.95
111	Liriope	\$4.50	\$4.95
112	Loropetalum	\$8.00	\$8.80

<b>Item #</b>	<b>Name</b>	<b>Current Price</b>	<b>Increase Price</b>
113	Marigold Assorted	\$2.25	\$2.48
114	Maui Ixora	\$8.00	\$8.80
115	Muhly Grass	\$7.50	\$8.25
116	New Guinea Impatiens Assorted	\$2.50	\$2.75
117	Parsonii Juniper	\$9.00	\$9.90
118	Pentas Assorted	\$2.25	\$2.48
119	Perennial Peanut	\$4.50	\$4.95
120	Periwinkle Assorted	\$2.25	\$2.48
121	Petunia Assorted	\$2.25	\$2.48
122	Philodendron	\$10.50	\$11.55
123	Plumbago	\$8.75	\$9.63
124	Podocarpus	\$9.75	\$20.73
124a	Dwarf Podocarpus	\$10.00	\$11.00
125	Porterweed	\$9.00	\$9.90
126	Purple Fountain Grass	\$9.00	\$9.90
127	Salvia Assorted	\$2.25	\$2.48
128	Silver Buttonwood	\$8.00	\$8.80
129	Silver Saw Palmetto	\$45.00	\$49.50
129a	Silver Saw Palmetto	\$20.00	\$22.00
130	Star Jasmine	\$8.00	\$8.80
131	Sunpatiens Assorted	\$2.50	\$2.75
132	Surinam Cherry	\$8.00	\$8.80
133	Sweet Viburnum	\$9.50	\$10.45
134	Thryallis	\$8.50	\$9.35
135	Ti	\$8.50	\$9.35
135a	Ti	\$8.50	\$9.35
135b	Ti	\$9.50	\$10.45
135c	Ti	\$9.50	\$10.45
136	Verbena Assorted	\$5.75	\$6.33
137	Viburnum	\$8.00	\$8.80
138	Wax Jasmine	\$7.75	\$8.53
139	Wax Myrtle	\$7.75	\$8.53
140	White African Iris	\$9.50	\$10.45
141	Wild Coffee	\$9.25	\$10.18
142	Yaupon Holly	\$10.50	11.55
143	Zinnia Assorted	\$2.50	\$2.75



6978 NW 81st Terrace, Parkland, Florida, 33067  
 Tel: 954-661-0124 fax: 954-752-5529  
 E-mail: [Drew@gardeningangelnursery.com](mailto:Drew@gardeningangelnursery.com)

October 14, 2022

Miguel Machuca  
 Senior Purchasing Agent  
[mmachuca@coralsprings.org](mailto:mmachuca@coralsprings.org)

RE: Price List for additional items to be added to Contract Price List

Plant	Size	Price
Horizontal Cocoplum	3g	\$ 10.50
Solitaire Palm	10-12'oa Single	\$275.00
Solitaire Palm	14-16'oa Single	\$320.00
Solitaire Palm	18-20'oa Single	\$450.00
Solitaire Palm	10-12'oa Double	\$325.00
Solitaire Palm	14-16'oa Double	\$475.00
Solitaire Palm	18-20'oa Double	\$575.00
Solitaire Palm	14-162'oa Quad	\$625.00
Horseflesh Mahogany	12-14'oa	\$350.00
Horseflesh Mahogany	14-16'oa	\$425.00
Red Velvet	1g	N/A
Red Velvet	3g	\$ 9.50
Carpentaria Palm	16'oa Single	\$500.00
Hurricane Palm	16'oa Single	\$650.00
Cinnamon Bark	10-12'oa	\$325.00
Cinnamon Bark	12-14'oa	N/A
Clusia Rosea	3g	\$ 8.50
Clusia Rosea	7g	\$ 30.00
Pittosporum	3g	\$9.50

<b>Plant</b>	<b>Size</b>	<b>Price</b>
Pittosporum-Variegated	3g	\$ 9.50
Pittosporum-Dwarf	3g	\$ 11.00
Allspice	12-14'oa	\$325.00
Texas Sage	3g	\$ 8.75
Coral Bean	3g	\$ 17.00
Sweet Almond	3g	\$ 9.00
Bluestem Palmetto	3g	\$ 30.00
Bluestem Palmetto	7g	\$ 75.00
Queen Emma Crinum	7g	\$ 32.00
Poinciana-Dwarf	7g	\$ 75.00
Poinciana-Dwarf	15g	\$135.00
Dwarf Ylang Ylang	25g	\$425.00
Pinwheel Jasmine-Variegated	3g	\$ 9.00
Green Buttonwood	12-14'oa	\$325.00
Florida Privet	3g	\$ 11.00
Florida Privet	7g	\$ 35.00
Chenille	3g	\$ 10.00
Chenille	7g	\$ 40.00

<b>Sod (Installed)</b>	<b>Amount</b>	<b>Price</b>
St. Augustine-Floritam	Under 1000sf	\$1.00sf
St. Augustine-Floritam	1000-1999sf	\$ .90sf
St. Augustine-Floritam	2000-7999sf	\$ .70sf
St. Augustine-Floritam	8000sf + (truckload)	\$ .50sf
St. Augustine-CitraBlue	Under 1000sf	\$1.00sf
St. Augustine-CitraBlue	1000-1999sf	\$ .90sf
St. Augustine-CitraBlue	2000-7999sf	\$ .70sf
St. Augustine-CitraBlue	8000sf + (truckload)	\$ .50sf
St. Augustine-Palmetto	Under 1000sf	\$1.00sf
St. Augustine-Palmetto	1000-1999sf	\$ .90sf
St. Augustine-Palmetto	2000-7999sf	\$ .70sf
St. Augustine-Palmetto	8000sf + (truckload)	\$ .50sf
Bahia	Up to 1999sf	\$ .60sf
Bahia	2000-7999sf	\$ .50sf
Bahia	8000sf + (truckload)	\$ .45sf

Thanks,

Drew





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation  
GARDENING ANGEL NURSERY, INC.

### Filing Information

<b>Document Number</b>	P01000057455
<b>FEI/EIN Number</b>	65-1114718
<b>Date Filed</b>	06/05/2001
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	REINSTATEMENT
<b>Event Date Filed</b>	10/27/2016

### Principal Address

6978 NW 81 TERR  
PARKLAND, FL 33067

### Mailing Address

6978 NW 81 TERR  
PARKLAND, FL 33067

### Registered Agent Name & Address

BARTOSZEK, ANDREW  
6978 NW 81 TERR  
PARKLAND, FL 33067

Name Changed: 10/09/2015

### Officer/Director Detail

#### **Name & Address**

Title PRES

BARTOSZEK, JANET PRES  
6978 NW 81 TERR  
PARKLAND, FL 33067

Title VP

BARTOSZEK, ANDREW VP  
6978 NW 81 TERR  
PARKLAND, FL 33067

**Annual Reports**

Report Year	Filed Date
2020	01/20/2020
2021	02/01/2021
2022	01/25/2022

**Document Images**

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<a href="#">06/05/2001 -- Domestic Profit</a>	View image in PDF format










# Agreement with Gardening Angel Nursery, Inc.

Final Audit Report

2022-11-03

Created:	2022-11-02
By:	Miguel Machuca (mmachuca@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3_vz3ZGfSWYtKc36SOqh_dic17svw_vu

## "Agreement with Gardening Angel Nursery, Inc." History

-  Document created by Miguel Machuca (mmachuca@coralsprings.org)  
2022-11-02 - 9:01:21 PM GMT- IP address: 24.233.167.201
-  Document emailed to drew@gardeningangelnursery.com for signature  
2022-11-02 - 9:03:09 PM GMT
-  Email viewed by drew@gardeningangelnursery.com  
2022-11-03 - 6:27:34 AM GMT- IP address: 104.28.110.110
-  Signer drew@gardeningangelnursery.com entered name at signing as Andrew Bartoszek  
2022-11-03 - 10:17:52 AM GMT- IP address: 66.229.78.11
-  Document e-signed by Andrew Bartoszek (drew@gardeningangelnursery.com)  
Signature Date: 2022-11-03 - 10:17:54 AM GMT - Time Source: server- IP address: 66.229.78.11
-  Document emailed to Christina Gomez (cgomez@coralsprings.org) for signature  
2022-11-03 - 10:17:55 AM GMT
-  Email viewed by Christina Gomez (cgomez@coralsprings.org)  
2022-11-03 - 12:13:01 PM GMT- IP address: 24.233.167.201
-  Document e-signed by Christina Gomez (cgomez@coralsprings.org)  
Signature Date: 2022-11-03 - 12:13:35 PM GMT - Time Source: server- IP address: 24.233.167.201
-  Agreement completed.  
2022-11-03 - 12:13:35 PM GMT



## Summary Sheet

Agenda Item: 9.

Meeting Date: November 16,  
2022

**Subject:** Software Products and Services (Stephen Dyer)

**Requested Action:** Request to renew National Cooperative Purchasing Alliance (NCPA) Request for Proposal Number 28-18 (Contract #01-86) for Software Products and Services to **Carahsoft Technology Corporation** of Reston, VA from December 1, 2022, through November 30, 2023. The estimated annual expenditure is \$100,000. Funding Source: Approved Capital Budget & Approved Operating Budget. Strategic Goal: An Innovative High Performing Sustainable Organization. (REQUEST TO RENEW)

**Funding Source:** Approved Capital Budget

**Term Or Effective Date:** 12/1/22 through 11/30/23

**Placement:** Consent

**Attachments:** [#1 - Amendment to Agreement](#)

### **Background / Description:**

On June 1, 2022, the City Commission approved the use of the National Cooperative Purchasing Alliance (NCPA) Request for Proposal Number 28-18 (Contract #01-86) for the purchase of Software Products and Services. Carahsoft Technology Corporation of Reston, Virginia is an authorized reseller for various software products and services available through this contract.

The Information Technology Department has a need to purchase software products and services throughout the year. In addition to the purchase of software products, there are also maintenance costs for software programs already in use by the City.

The Information Technology Department and Purchasing Division staff recommend renewing the National Cooperative Purchasing Alliance (NCPA) Request for Proposal Number 28-18 (Contract #01-86) for Software Products and Services to Carahsoft Technology Corporation of Reston, Virginia for the purchase of software products and services and maintenance in the estimated annual expenditure of \$100,000.

**Presenting:** Stephen Dyer

**AMENDMENT TO PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS, FLORIDA AND CARAHSOFT TECHNOLOGY CORP. FOR SOFTWARE PRODUCTS AND SERVICES**

**THIS AMENDMENT TO AGREEMENT**, made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2022 (hereinafter "Effective Date"), by and between:

**CITY OF CORAL SPRINGS, FLORIDA**  
a municipal corporation  
9500 West Sample Road  
Coral Springs, Florida 33065  
(hereinafter referred to as "CITY")

and

**CARAHSOFT TECHNOLOGY CORP.**  
a foreign profit corporation  
11493 Sunset Hills Road, Suite 100  
Reston, Virginia 20190  
(hereinafter "CONTRACTOR")

**WHEREAS**, on June 1, 2022, based off a National Cooperative Purchasing Alliance (NCPA) Contract, CITY entered into an Agreement with CONTRACTOR for Software Products and Services; and

**WHEREAS**, the current Agreement expires on November 30, 2022; and

**WHEREAS**, the Agreement provides that it may be renewed for one (1) final one (1) year period; and

**WHEREAS**, on August 1, 2022, NCPA renewed its contract with CONTRACTOR and the renewal is attached hereto and incorporated herein as Exhibit "A;" and

**WHEREAS**, CITY and CONTRACTOR are desirous of also extending the term of the Agreement for the final one (1) year term through November 30, 2023; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

**SECTION 1.        RECITALS**

The above recitals are acknowledged and incorporated herein.

**SECTION 2.            TERM OF AGREEMENT**

This Agreement shall be renewed for one (1) final one (1) year renewal term through November 30, 2023.

**SECTION 3.** Section 2(D) of the Agreement shall be amended to read as follows, any portion of Section 24 not specifically amended below shall remain in full force and affect:

**NOTICES:**

**CITY:**            Gail Dixon, Purchasing Manager  
                         City of Coral Springs  
                         9500 West Sample Road  
                         Coral Springs, Florida 33065  
                         Tel.: (954) 344-1104  
                         Email: [gdixon@coralsprings.gov](mailto:gdixon@coralsprings.gov)

**SECTION 4.** Section 2(I) of the Agreement shall hereby be replaced in its entirety to read as follows:

**RECORDS AND AUDIT**

CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, DEBRA THOMAS, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, [DTHOMAS@CORALSPRINGS.GOV](mailto:DTHOMAS@CORALSPRINGS.GOV), TELEPHONE NUMBER (954) 344-1067.**

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1)     Keep and maintain public records required by CITY to perform the service.
  
- (2)     Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

#### **NONCOMPLIANCE OF CONTRACTOR**

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) Any CONTRACTOR who fails to provide the public records to CITY within a reasonable time may be subject to penalties under Section 119.10.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement, including reasonable attorney fees.

**SECTION 5.** Section 2(L) of the Agreement shall hereby be replaced in its entirety to read as follows:

#### **FORCE MAJEURE AND APPROPRIATION**

In no event shall the CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar



causes beyond the control of the CITY; it being understood that the CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

**SECTION 6.** In all other respects, the terms and conditions of the NCPA Contract are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms. In the event of any conflict, the provisions of this Agreement shall control.

**SECTION 7.** This Amendment to Agreement shall become effective upon execution by City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the CITY OF CORAL SPRINGS and CARAHSOFT TECHNOLOGY CORP. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

**ATTEST:**

**CITY OF CORAL SPRINGS, FLORIDA**

\_\_\_\_\_  
DEBRA THOMAS, CMC, City Clerk

\_\_\_\_\_  
SCOTT BROOK, Mayor

**APPROVED AS TO FORM:**

*Christina Gomez*

Christina Gomez (Nov 7, 2022 16:33 EST)

\_\_\_\_\_  
**CHRISTINA M. GOMEZ**

Assistant City Attorney

**CARASOFT TECHNOLOGY CORP.**

By: *Kristina Smith*

Print Name: Kristina Smith

Title: Director of Contracts

# EXHIBIT A



## **Region XIV Education Service Center**

1850 Highway 351  
Abilene, TX 79601-4750  
325-675-8600  
FAX 325-675-8659

**Monday, August 1<sup>st</sup>, 2022**

**Carahsoft Technology Corporation**  
**ATTN: Kristina Smith**  
**1860 Michael Faraday Drive, Suite 100**  
**Reston, VA 20190**

**Re: Annual Renewal of NCPA contract #01-86**

**Dear Kristina:**

**Region XIV Education Service Center is happy to announce that Carahsoft Technology Corporation has been awarded an annual contract renewal for Software Product and Services based on the proposal submitted to Region XIV ESC.**

**The contract will expire on November 30<sup>th</sup>, 2023, completing the fifth year of a possible five-year term. If your company is not in agreement, please contact me immediately.**

**If you have any questions or concerns, feel free to contact me at 325-675-8600.**

**Sincerely,**

A handwritten signature in black ink, appearing to read 'Shane Fields', is written over a horizontal line.

**Shane Fields**  
**Region XIV, Executive Director**



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Profit Corporation  
CARAHSOFT TECHNOLOGY CORP.

### Filing Information

**Document Number** F09000000081  
**FEI/EIN Number** 52-2189693  
**Date Filed** 01/05/2009  
**State** MD  
**Status** ACTIVE

### Principal Address

11493 SUNSET HILLS RD  
 Suite 100  
 RESTON, VA 20190

Changed: 01/31/2020

### Mailing Address

11493 SUNSET HILLS RD  
 Suite 100  
 RESTON, VA 20190

Changed: 01/31/2020

### Registered Agent Name & Address

CORPORATION SERVICE COMPANY  
 1201 HAYS STREET  
 TALLAHASSEE, FL 32301

Name Changed: 11/28/2011

Address Changed: 11/28/2011

### Officer/Director Detail

#### **Name & Address**

Title Secretary

Lord, Ellen  
 11493 SUNSET HILLS RD  
 Suite 100  
 RESTON, VA 20190

**Title Treasurer**

Szczepanek, Jillian  
11493 SUNSET HILLS RD  
Suite 100  
RESTON, VA 20190

**Title President**

ABOD, CRAIG P.  
11493 SUNSET HILLS RD  
Suite 100  
RESTON, VA 20190

**Title VP, Director**

MOORE, ROBERT  
11493 SUNSET HILLS RD  
Suite 100  
RESTON, VA 20190

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2021	04/23/2021
2021	06/04/2021
2022	04/19/2022

**Document Images**

<a href="#">04/19/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/04/2021 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/23/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/31/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">01/04/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">04/24/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/22/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/19/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/28/2011 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">02/15/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/10/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/05/2009 -- Foreign Profit</a>	<a href="#">View image in PDF format</a>



# Amendment to Agreement

Final Audit Report

2022-11-07

Created:	2022-11-07
By:	Mary Marinace (mmarinace@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAHAHX8K-N1XITBwXbq_4WCcgl7V1K4clsn

## "Amendment to Agreement" History

-  Document created by Mary Marinace (mmarinace@coralsprings.org)  
2022-11-07 - 6:55:35 PM GMT - IP address: 24.233.167.201
-  Document emailed to Priya Singh (priya.singh@carahsoft.com) for signature  
2022-11-07 - 6:56:51 PM GMT
-  Email viewed by Priya Singh (priya.singh@carahsoft.com)  
2022-11-07 - 9:12:38 PM GMT - IP address: 104.47.66.126
-  Signer Priya Singh (priya.singh@carahsoft.com) entered name at signing as Kristina Smith  
2022-11-07 - 9:14:09 PM GMT - IP address: 136.226.51.21
-  Document e-signed by Kristina Smith (priya.singh@carahsoft.com)  
Signature Date: 2022-11-07 - 9:14:11 PM GMT - Time Source: server- IP address: 136.226.51.21
-  Document emailed to cgomez@coralsprings.gov for signature  
2022-11-07 - 9:14:12 PM GMT
-  Email viewed by cgomez@coralsprings.gov  
2022-11-07 - 9:32:13 PM GMT - IP address: 24.233.167.201
-  Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez  
2022-11-07 - 9:32:58 PM GMT - IP address: 24.233.167.201
-  Document e-signed by Christina Gomez (cgomez@coralsprings.gov)  
Signature Date: 2022-11-07 - 9:33:00 PM GMT - Time Source: server- IP address: 24.233.167.201
-  Agreement completed.  
2022-11-07 - 9:33:00 PM GMT





## Summary Sheet

Agenda Item: 10.

Meeting Date: November 16,  
2022

**Subject:** Fiber Internet Services (Stephen Dyer)

**Requested Action:** Request to award contract for the provision of fiber internet services to **Crown Castle Fiber LLC** of Houston, TX from date of award through September 30, 2023. The estimated annual expenditure is \$90,000. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative High Performing Sustainable Organization. (REQUEST TO AWARD)

**Funding Source:** Approved Operating Budget

**Term Or Effective Date:** Date of award through 9/30/2023

**Placement:** Consent

**Attachments:**[#1 - Amendment to Agreement](#)

### **Background / Description:**

The City entered into a Master Service Agreement for Fiber Internet Services with FPL Fibernet, LLC on November 23, 2010. On January 19, 2017, FPL Fibernet, LLC changed their name to Fibernet Direct Florida, LLC. Then on December 18, 2018 three changes took place. First, Fibernet Direct Florida, LLC merged with Fibernet Direct Holdings, LLC. Then, Fibernet Direct Holdings, LLC merged with CC FN Holdings, LLC. Lastly, CC FN Holdings merged with Crown Castle Fiber LLC.

Crown Castle Fiber LLC provides the internet circuit at City Hall and also two circuits that go to the disaster recovery site in Tallahassee. An internet circuit will be added at the Public Safety Building for the Coconut Creek Project. The internet circuit for Coconut Creek's primary and secondary connections at the Public Safety Building are currently with another provider. In order to have redundancy in connections it is necessary to move the secondary connection to a different internet service provider such as Crown Castle.

The Information Technology Department and the Purchasing Division staff recommend awarding the contract for Fiber Internet Services to Crown Castle Fiber LLC of Houston, Texas from date of award through September 30, 2023. The estimated annual expenditure is \$90,000.

**Presenting:** Stephen Dyer

**AMENDMENT NUMBER ONE TO SERVICE AGREEMENT**

**THIS AMENDMENT NUMBER ONE TO SERVICE AGREEMENT** dated this \_\_\_\_\_ day of, \_\_\_\_\_ 2022 (hereinafter "Effective Date"), by and between:

**CITY OF CORAL SPRINGS, FLORIDA**  
a municipal corporation 9500 West Sample Road  
Coral Springs, Florida 33065  
(hereinafter referred to as "CITY") and

**CROWN CASTLE FIBER LLC**  
a limited liability company 8020 Katy Freeway  
Houston, Texas 77024  
(hereinafter referred to as "CONTRACTOR")

**WHEREAS**, CITY and FPL FiberNet, LLC entered into a Master Services Agreement ("MSA") on November 23, 2010; and

**WHEREAS**, FPL FiberNet, LLC changed their name to Fibernet Direct Florida LLC on January 19, 2017; and

**WHEREAS**, Fibernet Direct Florida LLC merged with Fibernet Direct Holdings LLC on December 31, 2018; and

**WHEREAS**, Fibernet Direct Holdings LLC merged with CC FN Holdings LLC on December 31, 2018; and

**WHEREAS**, CC FN Holdings LLC merged with Crown Castle Fiber LLC on December 31, 2018; and

**WHEREAS**, it is necessary to include additional provisions to the Agreement between CITY and CONTRACTOR; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

**SECTION 1.        RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

**SECTION 2.            RECORDS AND AUDIT**

2.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR with reasonable frequency during normal business hours during the term of this Agreement.

**2.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, DEBRA THOMAS, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, DTHOMAS@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1067.**

2.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

## 2.04 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) Any CONTRACTOR who fails to provide the public records to CITY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

## SECTION 3. INSURANCE

3.01 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.

**3.02 UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT CITY OF CORAL SPRINGS IS AN ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT ON THE COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTO POLICIES.** All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement providing thirty (30) calendar days' notice of cancellation to CITY except for non-payment of premium.

3.03 These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager.

3.04 The required insurance coverage shall be issued by an insurance company authorized or licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

3.05 CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance limits required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

3.06 All CONTRACTOR'S required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

3.07 CONTRACTOR shall ensure that any company issuing insurance to cover the CONTRACTOR'S requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

3.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

3.09 CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

3.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

#### **SECTION 4. INDEMNIFICATION**

4.01 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding.

4.02 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

4.03 CONTRACTOR shall indemnify, defend, release, and hold harmless CITY from and against any third-party claims brought against such CITY arising from or in connection with any infringement of any trade secret, patent, trademark, copyright, or other proprietary interest of any third party based on the normal use or installation of the Service, provided that CONTRACTOR shall have no obligation to indemnify, defend, release and hold harmless CITY arising from or in connection with any infringement resulting from (i) any unauthorized use of any Service provided by CONTRACTOR, (ii) the combination of a Service with any other product, service or software not provided by CONTRACTOR, or (iii) CONTRACTOR's adherence to CITY modifications to the Service undertaken in compliance with CITY's specifications.

#### **SECTION 5. SCRUTINIZED COMPANIES**

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

Upon the Effective Date of this Amendment, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List,

Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

**SECTION 6.**            **E-VERIFY**

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide reasonably sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

**SECTION 9.** This Amendment shall become effective upon approval by City Commission.



IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and CROWN CASTLE FIBER LLC have hereunto set their hands and seals on the dates written below.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

\_\_\_\_\_  
DEBRA THOMAS, CMC, City Clerk

\_\_\_\_\_  
SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez  
Christina Gomez (Nov 3, 2022 08:09 EDT)

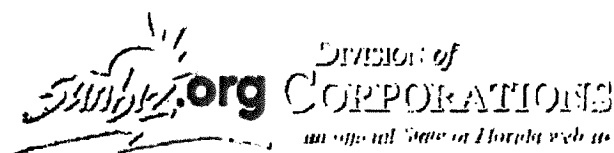
\_\_\_\_\_  
CHRISTINA M. GOMEZ, Assistant City Attorney

CROWN CASTLE FIBER LLC

By: Tara Johns

Title: Attorney

Print Name: Tara Johns



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Liability Company  
CROWN CASTLE FIBER LLC

### Filing Information

<b>Document Number</b>	M17000009395
<b>FE/EIN Number</b>	01-0570431
<b>Date Filed</b>	11/02/2017
<b>State</b>	NY
<b>Status</b>	ACTIVE
<b>Last Event</b>	REINSTATEMENT
<b>Event Date Filed</b>	10/25/2018

### Principal Address

8020 Katy Freeway  
HOUSTON, TX 77024

Changed: 03/22/2022

### Mailing Address

8020 Katy Freeway  
HOUSTON, TX 77024

Changed: 03/22/2022

### Registered Agent Name & Address

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

Name Changed: 10/25/2018

### Authorized Person(s) Detail

#### **Name & Address**

Title Manager

Schlanger, , Daniel K  
8020 Katy Freeway  
HOUSTON, TX 77024

Title Manager

Simon, Kenneth J  
8020 Katy Freeway  
HOUSTON, TX 77024

Title PRESIDENT AND CHIEF EXECUTIVE OFFICER

JAY A, BROWN  
8020 Katy Freeway  
HOUSTON, TX 77024

Title EXECUTIVE VICE PRESIDENT AND CHIEF COMMERCIAL OFFICER

MIKE, KAVANAGH  
8020 Katy Freeway  
HOUSTON, TX 77024

Title EXECUTIVE VICE PRESIDENT - CORPORATE DEVELOPMENT AND STRATEGY

PHILIP M., KELLEY  
8020 Katy Freeway  
HOUSTON, TX 77024

Title EXECUTIVE VICE PRESIDENT AND GENERAL COUNSEL

KENNETH J. , SIMON  
8020 Katy Freeway  
HOUSTON, TX 77024

Title EXECUTIVE VICE PRESIDENT AND CHIEF FINANCIAL OFFICER

DANIEL K., SCHLANGER  
8020 Katy Freeway  
HOUSTON, TX 77024

Title EXECUTIVE VICE PRESIDENT AND CHIEF OPERATING OFFICER – TOWERS

CATHY, PICHE  
6325 ARDREY KELL RD, SUITE 600  
CHARLOTTE, NC 28227

Title EXECUTIVE VICE PRESIDENT AND CHIEF OPERATING OFFICER – NETWORK

CHRISTOPHER, LEVENDOS  
1 N BROADWAY 11TH FL SUITE 1101  
WHITE PLAINS, NY 10601

Title Secretary

DONALD J, REID  
8020 Katy Freeway  
HOUSTON, TX 77024

Title Asst. Secretary

MASHA, BLANKENSHIP  
8020 Katy Freeway  
HOUSTON, TX 77024

Title Asst. Secretary

INGE, PASMEN  
8020 Katy Freeway  
HOUSTON, TX 77024

Title ASSISTANT SECRETARY AND VICE PRESIDENT - LEGAL

MONICA, GAMBINO  
2000 CORPORATE DRIVE  
CANONSBURG, PA 15317

Title SENIOR VICE PRESIDENT – BUSINESS PERFORMANCE

ZENIA, ZAVERI  
8020 Katy Freeway  
HOUSTON, TX 77024

Title VICE PRESIDENT – TAX

SCOTT, ZAHORCHAK  
2000 CORPORATE DRIVE  
CANONSBURG, PA 15317

Title VICE PRESIDENT AND CONTROLLER

ROBERT S, COLLINS  
2000 CORPORATE DRIVE  
CANONSBURG, PA 15317

Title SENIOR VICE PRESIDENT – LEGAL

EDWARD B., ADAMS JR.  
8020 Katy Freeway  
HOUSTON, TX 77024

Title VICE PRESIDENT – LEGAL

NEIL, DICKSON  
2000 CORPORATE DRIVE  
CANONSBURG, PA 15317

Title SENIOR VICE PRESIDENT – CORPORATE FINANCE AND TREASURER

BEN, LOWE

8020 Katy Freeway  
HOUSTON, TX 77024

Title VICE PRESIDENT - REAL ESTATE

ANGELA , SIEBE  
8020 Katy Freeway  
HOUSTON, TX 77024

Title VICE PRESIDENT – CORPORATE DEVELOPMENT

KEITH, MONAHAN  
301 N CATTLEMEN RD  
SARASOTA, FL 34232

Title SENIOR VICE PRESIDENT – LEASING OPERATIONS

SON , NGUYEN  
8020 Katy Freeway  
HOUSTON, TX 77024

Title DIRECTOR - ACQUISITIONS

JONATHAN, ANGEL  
301 N CATTLEMEN RD  
SARASOTA, FL 34232

Title VICE PRESIDENT – CONSTRUCTION SERVICES

OWEN, DENENY  
900 CORPORATE BLVD. SUITE #2  
NEWBURGH, NY 12550

Title VICE PRESIDENT – BUSINESS PERFORMANCE

FELIX, SANCHEZ  
6325 Ardrey Kell Rd Suite 600  
CHARLOTTE, NC 28277

Title VICE PRESIDENT – ASSETS

BRENT, WATSON  
2055 S STEARMAN DR  
CHANDLER, AZ 85286

Title VICE PRESIDENT – ZONING & PLANNING

AMELIA, DE JESUS  
8000 AVALON BOULEVARD  
ALPHARETTA, GA 30005

Title DIRECTOR - DISH PROJECT DELIVERY

JOHN, EMACIO  
8000 AVALON BOULEVARD  
ALPHARETTA, GA 30005

Title DIRECTOR - FIELD OPERATIONS

JOSH, ELKINS  
TWO CHASE CORPORATE DRIVE SUITE 105  
BIRMINGHAM, AL 35244

Title TAX OFFICER

MIKE, CRAWFORD  
2000 CORPORATE DRIVE  
CANONSBURG, PA 15317

Title TAX OFFICER

DEBORAH, KELLY  
2000 CORPORATE DRIVE  
CANONSBURG, PA 15317

**Annual Reports**

Report Year	Filed Date
2022	03/22/2022
2022	04/15/2022
2022	06/24/2022

**Document Images**

<a href="#"><u>06/24/2022 - AMENDED ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/15/2022 - AMENDED ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
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<a href="#"><u>05/17/2018 - LC Name Change</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>11/02/2017 - Foreign Limited</u></a>	<a href="#">View image in PDF format</a>





# Crown Castle Fibernet

Final Audit Report

2022-11-03

Created:	2022-11-02
By:	Mary Marinace (mmarinace@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAACBILx06V9Dzg_SAI-Z_zpqN5YpH7eK0B

## "Crown Castle Fibernet" History

-  Document created by Mary Marinace (mmarinace@coralsprings.org)  
2022-11-02 - 9:12:52 PM GMT- IP address: 24.233.167.201
-  Document emailed to cgomez@coralsprings.gov for signature  
2022-11-02 - 9:13:26 PM GMT
-  Email viewed by cgomez@coralsprings.gov  
2022-11-03 - 12:08:07 PM GMT- IP address: 24.233.167.201
-  Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez  
2022-11-03 - 12:09:22 PM GMT- IP address: 24.233.167.201
-  Document e-signed by Christina Gomez (cgomez@coralsprings.gov)  
Signature Date: 2022-11-03 - 12:09:24 PM GMT - Time Source: server- IP address: 24.233.167.201
-  Agreement completed.  
2022-11-03 - 12:09:24 PM GMT

## Summary Sheet

Agenda Item: 11.

Meeting Date: November 16,  
2022

**Subject:** Ordinance 2022-115, Second Reading, Amending Section 6-13 of the Code of Ordinances (Georgia Elliott)

**Requested Action:**

Request to approve and adopt on second reading Ordinance 2022-115 amending Section 6-13 of the Code of Ordinances of the City of Coral Springs, entitled “Use of Candidate Filing Fees,” to provide for the offset of the costs of an electronic candidate reporting system; providing for severability; providing for codification; and providing for an effective date. First reading held November 2, 2022. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE, ADOPT)

**Funding Source:** Approved Operating Budget

**Placement:** Policy Formation and Direction

**Attachments:** [Ordinance 2022-115](#)

**Background / Description:** Many years ago, the internet and social platforms did not exist. The local newspaper was the recognized media to share information. On April 5, 1988, the City Commission adopted Ordinance 88-123 whereby one-half of the money collected for candidate filing fees was dedicated to newspaper advertising to create greater public awareness and participation in municipal elections.

Fast forward 34 years—information is shared through the City’s website, multiple social platforms, electronic newsletters, and text messaging. The intent of Ordinance 88-123 is accomplished through this mode of information sharing and the use of newspaper advertising is not effective.

For this reason, staff recommends that the same money (one-half) collected for candidate fees be used to offset the costs for electronic candidate financial reporting. The software creates transparency and allows the public to view candidate campaign reports at any time.



**ORDINANCE NO. 2022-115**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, AMENDING SECTION 6-13 OF THE CODE OF ORDINANCES OF THE CITY OF CORAL SPRINGS, ENTITLED "USE OF CANDIDATE FILING FEES," TO PROVIDE FOR THE OFFSET OF THE COSTS OF AN ELECTRONIC CANDIDATE REPORTING SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission, by and through Ordinance 88-123, created Section 6-13 relative to the use of candidate filing fees for advertising purposes in order to promote greater public awareness of general and special elections held within the City; and

**WHEREAS**, on March 16, 2022, the City Commission adopted Resolution 2022-012 which created the requirement for electronic filing of campaign finance reports with the City Clerk and finding that the implementation of a mandatory electronic filing system for campaign finance reports would strengthen the commitment to the use and implementation of technology to improve government efficiency and transparency, to make government user-friendly, and whenever possible, to reduce the demands on its resources; and

**WHEREAS**, City staff has therefore recommended that a portion of the money collected for candidate filing fees be used to offset the cost of an electronic candidate reporting system; and

**WHEREAS**, the City Commission accepts the recommendations of the City's professional staff and finds that utilizing a portion of candidate filing fees to offset the cost of an electronic candidate reporting system is in the best interests of all the citizens of the City of Coral Springs; now, therefore,

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA:**

**SECTION 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

**SECTION 2.** That Section 6-13 of the Code of Ordinances of the City of Coral Springs, entitled "Use of Candidate Filing Fees," is hereby amended to read as follows:

**Sec. 6-13. Use of candidate filing fees.**

An amount approximating but not exceeding one-half (½) of the money collected for candidate filing fees in a municipal election shall be expended by the city clerk to offset the cost of an electronic candidate reporting system. ~~for newspaper advertising with such advertisement designed to create greater public awareness and participation in municipal elections in the City of Coral Springs.~~ The advertisement and expenditure required above shall be in addition to that required by state law.

**SECTION 3.** Repeal of Conflicting Ordinances.

All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4.** Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court or competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**SECTION 5.** Inclusion in Code. It is the intention of the City Commission of the City of Coral Springs, Florida, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Coral Springs, and that the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**SECTION 6.** Effective Date. This Ordinance shall become effective upon the approval of the City Commission.

PASSED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED ON SECOND READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

CITY OF CORAL SPRINGS

\_\_\_\_\_  
SCOTT BROOK, Mayor

ATTEST:

\_\_\_\_\_  
DEBRA CLERK, CMC, City Clerk

Unanimous \_\_\_\_  
Motion /2<sup>nd</sup>

		Yes	No
___	___	___	___
___	___	___	___
___	___	___	___
___	___	___	___
___	___	___	___

## Summary Sheet

Agenda Item: 12.

Meeting Date: November 16,  
2022

**Subject:** Ordinance 2022-116, Second Reading, Amending FY 2022 Operating Budget and Capital Improvement Program (Catherine Givens)

**Requested Action:**

Request to approve and adopt on second reading Ordinance 2022-116 which amends 2022-107, which amended Ordinance 2021-116 finalizing and adopting the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2021-2022, by amending Exhibit "A", the Annual Operating Budget, to increase the Charter School Fund by Two Million, Two Hundred and Nine Thousand, Two Hundred and Thirteen Dollars (\$2,209,213) for a total amount of \$16,524,695 and amending Exhibit "B", the Capital Improvement Program, to increase the Charter School Fund by One Hundred Fifty Three Thousand Four Hundred and Thirty Seven Dollars (\$153,437) for a total amount of \$203,437. First reading held November 2, 2022. (REQUEST TO APPROVE, ADOPT)

**Funding Source:** Not Applicable

**Placement:** Policy Formation and Direction

**Attachments:** [Summary](#)  
[Ordinance 2022-116](#)

**Presenting:** Catherine Givens

**City of Coral Springs**  
**City Commission Meeting Agenda Item**  
**Summary Sheet**

Meeting: November 16, 2022  
Department: Budget & Strategy  
Initiated By: Catherine Givens

DOC ID: 522

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**SUBJECT:** Second Reading of Ordinance 2022-116: Amending FY 2022 Operating Budget and Capital Improvement Program

**PLACEMENT:** Policy Formation

**REQUESTED ACTION:**  
**(INCLUDE CONTRACT**  
**START/TERM DATES)** Request to approve and adopt on second reading of Ordinance 2022-116, which amends 2022-107, which amended Ordinance 2021-116 finalizing and adopting the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2021-2022, by amending Exhibit "A", the Annual Operating Budget, to increase the Charter School Fund by Two Million, Two Hundred and Nine Thousand, Two Hundred and Thirteen Dollars (\$2,209,213) for a total amount of \$16,524,695 and amending Exhibit "B", the Capital Improvement Program, to increase the Charter School Fund by One Hundred Fifty Three Thousand Four Hundred and Thirty Seven Dollars (\$153,437) for a total amount of \$203,437. First reading held November 2, 2022. (REQUEST TO APPROVE, ADOPT)

**ATTACHMENTS:** #1—Ordinance 2022-116

**BACKGROUND / DESCRIPTION:**

On September 22, 2021, the City Commission approved the Annual Operating Budget for Fiscal Year 2022 including \$14,315,482 for the Charter School Fund and approved the Charter School Capital Improvement Plan for \$50,000.

The following funds are proposed to be amended;

- Charter School Fund & Capital Improvement Program

The Charter School Fund requires an amendment in the amount of \$2,209,213. Expenditures in the Charter School Fund were budgeted at \$14,315,482 for FY2022 while the actual expenditures were \$16,524,695. The overage of \$2,055,775 is due in part to the purchase of computer equipment, summer bridge and recovery tutoring and salary increases to be submitted for reimbursement by ESSR in FY2023. Additional per student funding revenue was received to cover an increase in costs for contracted food services, FF&E and extra-curricular events. Additionally, increases in expenditures that will not be reimbursed include uniforms, custodial services, compensation/benefits and staff development for a total of \$206,651. Capital overage of \$153,437 is due to roof repairs budgeted in FY2021 but expensed in FY2022.

Staff therefore requests that the City Commission approve the proposed budget amendments for the Charter School Operating Budget and the Capital Improvement Program.

**ORDINANCE NO. 2022-116**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, PURSUANT TO SECTION 166.041, FLORIDA STATUTES, TO AMEND ORDINANCE 2021-116, AS AMENDED BY ORDINANCE 2022-107, FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2021-2022, BY AMENDING EXHIBIT “A,” THE ANNUAL OPERATING BUDGET AND EXHIBIT “B,” THE CAPITAL IMPROVEMENT PROGRAM; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with the City Charter and all the laws of the State of Florida, the City Commission of the City of Coral Springs finalized and adopted budgets for fiscal year 2021-2022 for the Charter School Fund as adopted by Ordinance 2021-116 on September 22, 2021; and

**WHEREAS**, on March 16, 2022, the City Commission of the City of Coral Springs passed Ordinance 2022-107 to amend the budget to increase the General Fund \$8,436,867, Health and Liability Fund \$3,929,419, and Capital Improvement Program \$4,507,448; and

**WHEREAS**, the City Commission acknowledges that an additional amendment is required to the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2021-2022, as designated in Exhibits “A” and “B;”

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA:**

**SECTION 1.** Each and all of the foregoing “Whereas” clauses are true and correct and are incorporated herein.

**SECTION 2.** That the Annual Operating Budget and Capital Improvement Program, approved by the City Commission on September 22, 2021, as amended by Ordinance 2022-107 on March 16, 2022, is amended as designated in Exhibits “A” and “B” attached hereto.

**SECTION 3.** The City Commission hereby ratifies and confirms all other provisions of Ordinance 2021-116 and 2022-107.

**SECTION 4.** Repeal of Conflicting Ordinances. All prior ordinances or resolutions or part thereof in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5.** Severability. Should any part, term or provision of this Ordinance be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

**SECTION 6.** Effective Date. This Ordinance shall become effective upon the approval of the City Commission.

PASSED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PASSED ON SECOND READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
SCOTT BROOK, Mayor

ATTEST:

\_\_\_\_\_  
DEBRA THOMAS, CMC, City Clerk

Unanimous ____				
Motion /2 <sup>nd</sup>			Yes	No
____	____	MAYOR SCOTT BROOK	____	____
____	____	VICE MAYOR SIMMONS	____	____
____	____	COMMISSIONER CARTER	____	____
____	____	COMMISSIONER CERRA	____	____
____	____	COMMISSIONER METAYER	____	____

**EXHIBIT "A"**  
**Annual Operating Budget**

<b><u>FUND</u></b>		<b><u>FY 2021-2022</u></b> <b><u>ADOPTED</u></b> <b><u>BUDGET</u></b>
General		\$153,816,589
Water & Sewer		\$25,464,045
Fire		\$28,067,838
Charter School	\$14,315,482	<u>\$16,524,695</u>
Public Art		\$401,400
Debt Service		\$12,497,195
Health & Liability		\$29,871,699
Equipment Services		\$13,408,262
Tree Trust Fund		\$0
Solid Waste		\$6,637,437
Stormwater		\$3,902,976
Museum Fund		\$799,064



**EXHIBIT "B"**  
**Capital Improvement Program**

<b><u>FUND</u></b>		<b>FY 2021-2022 ADOPTED <u>C.I.P.</u></b>
General		\$34,132,201
Water & Sewer		\$5,145,375
Fire		\$717,783
Charter School	\$50,000	<u>\$203,437</u>
Equipment Services		\$4,708,589
Solid Waste		\$0
Public Art		\$260,000
Tree Trust Fund		\$364,500
Stormwater		\$1,200,000
Insurance Fund		\$0
Museum Fund		\$0
		<hr/> \$46,731,885

## Summary Sheet

Agenda Item: 13.

Meeting Date: November 16,  
2022

**Subject:** Pumper Truck (Michael McNally)

**Requested Action:**

Request to award the purchase of one Pierce pumper truck for the Fire Department to **Ten-8 Fire & Safety, LLC** of Bradenton, FL via Florida Sheriff's Association Contract No. FSA20-VEF14.02 in an amount not to exceed \$574,629. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

**Funding Source:** Approved Capital Budget

**Placement:** Policy Formation and Direction

**Attachments:** [CSRIPS Apparatus Purchase Summary](#)

**City of Coral Springs**  
**City Commission Meeting Agenda Item**  
**Summary Sheet**

Meeting: November 16, 2022  
Department: Financial Services  
Initiated By: Nicholas Caradonna  
DOC ID:1066

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**SUBJECT:** Pumper Truck (Michael McNally)

**PLACEMENT:** Policy

**REQUESTED ACTION:** Request to award the purchase of one Pierce pumper truck for the  
**(INCLUDE CONTRACT** Fire Department to Ten-8 Fire & Safety, LLC of Bradenton, Florida  
**START/TERM DATES)** via Florida Sheriff's Association Contract No. FSA20-VEF14.02 in  
an amount not to exceed \$574,629. Funding Source: Approved  
Capital Budget. Strategic Goal: An Innovative, High Performing  
and Sustainable Organization. (REQUEST TO AWARD)

**BACKGROUND / DESCRIPTION:**

The City of Coral Springs Fire Department has a critical need to purchase a new pumper truck for the Coral Springs Regional Institute of Public Safety training center. The current pumper truck was purchased in 1999 and utilized by the Fire Department for daily operations for ten years before being used as an operation's reserve unit for five years and then moved to the Fire Academy for the past eight years. The pumper truck has reached its end of life and needs to be replaced.

The new pumper truck will be used by the City's Fire Academy to train fire cadets on real life exercises and experiences they will encounter during their career such as structure fires, vehicle fires, propane fires, flash over conditions, forceable entry, and search and rescue. This truck will also be used to conduct driver engineer courses that will assist the department with its succession planning program.

In the current market, it can take over 30 months to receive a pumper truck once it is placed on order. However, Ten-8 Fire & Safety, LLC has a stock pumper truck available for the City to purchase and be delivered within 6 months.

The Fire Department has standardized the City's Fire Fleet. The City's pumper trucks have been standardized to Pierce Manufacturing Inc. (Pierce). for over 30 years. The Fire Department has had an excellent 32-year relationship with Pierce. They offered this truck to the City of Coral Springs first, due to this relationship. The company continues to produce high quality fire apparatuses and be a leader in the fire industry. Staff is very satisfied with the products, service, and performance of Pierce.

The Fire Department and the Purchasing Division staff recommend the purchase of one Pierce pumper truck from Ten-8 Fire & Safety, LLC of Bradenton, Florida via Florida Sheriff's Association Contract No. FSA20-VEF14.02 in an amount not-to exceed \$574,629.

# Summary Sheet

Agenda Item: 14.

Meeting Date: November 16,  
2022

**Subject:** Medical/RX Stop Loss Insurance (Kathy Reul)

**Requested Action:** Request to renew RFP #21-D-363 to **Connecticut General Life Insurance Company** (parent of **CIGNA Health and Life Insurance Company**) of Bloomfield, CT for Medical/RX Stop Loss Insurance from January 1, 2023, through December 31, 2023, with one additional one-year option to renew. Estimated annual cost is \$1,194,356 for Specific and \$123,754 for Aggregate Insurance coverages. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative High Performing Sustainable Organization. (REQUEST TO RENEW)

**Funding Source:** Approved Operating Budget

**Term Or Effective Date:** January 1, 2023 through December 31, 2023

**Placement:** Policy Formation and Direction

**Attachments:** [Stop Loss Renewal 2023](#)

**Background / Description:** The City is self-insured and therefore carries stop-loss insurance to protect against excess losses. The individual stop loss policy reimburses the City for individual claimants who exceed \$325,000. The aggregate stop loss (total claims) policy reimburses the City if total claims exceed 120% of expected claims.

The aggregate stop loss amount for 2023 is \$22,588,223 (\$1,987.70 X 947 employees/retires X 12 months). The individual and aggregate coverages include all claims paid in the 12 months ending December 31, 2023. The estimated premium cost for this coverage for 2023 is as follows:

Specific Premium	\$105.10 x 947 x 12 months = \$1,194,356
Aggregate Premium	\$ 10.89 x 947 x 12 months = <u>\$ 123,754</u>
	\$1,318,110

The estimated combined individual and aggregate stop loss cost is increasing 11.6% and below budgeted stop loss premium amounts for 2023.

The overall maximum annual liability to the City including stop loss premiums, aggregate deductible liability and Cigna administration fees is increasing 4.2%, which is within the allowable increase per the contract.

The Human Resources Department and the Purchasing Division staff recommend the renewal of contract #21-D-363 for Medical/RX Stop Loss Insurance to Connecticut General Life Insurance Company of Bloomfield, Connecticut in the amount of \$1,194,356 for Specific and \$123,754 for Aggregate Insurance Coverages from January 1, 2023, through December 31, 2023.

**Presenting:** Kathy Reul

**CITY OF CORAL SPRINGS  
STOP LOSS RENEWAL**

	<b>Current - 2022</b>	<b>Initial Renewal</b>	<b>Best and Final Offer</b>
<b>TPA:</b>	Cigna	Cigna	Cigna
<b>STOP LOSS CARRIER:</b>	Cigna	Cigna	Cigna
<b>PPO:</b>	Cigna	Cigna	Cigna
<b>PBM</b>	Cigna	Cigna	Cigna
<b>SPECIFIC STOP LOSS:</b>	<b>325,000</b>	<b>325,000</b>	<b>325,000</b>
<b>SPECIFIC CONTRACT :</b>	Paid (M, Rx)	Paid (M, Rx)	Paid (M, Rx)
<b>SPECIFIC MAXIMUM:</b>	Unlimited	Unlimited	Unlimited
<b>AGGREGATE CONTRACT:</b>	Paid (M, Rx)	Paid (M, Rx)	Paid (M, Rx)
<b>AGGREGATE MAXIMUM:</b>	Unlimited	Unlimited	Unlimited
<b>AGGREGATE CORRIDOR</b>	120%	120%	120%
<b>SPECIFIC PREMIUM:</b>			
Employee	\$93.01	\$107.89	\$105.10
Dependents	n/a	n/a	n/a
<b>MONTHLY TOTAL</b>	\$88,080	\$102,172	\$99,530
<b>ANNUAL TOTAL</b>	\$1,056,966	\$1,226,062	\$1,194,356
<b>AGGREGATE PREMIUM (Per Employee):</b>			
MONTHLY TOTAL	\$10.89	\$11.14	\$10.89
ANNUAL TOTAL	\$123,754	\$126,595	\$123,754
<b>AGGREGATE STOP LOSS DEDUCTIBLE:</b>			
Employee	\$1,914.03	\$1,987.70	\$1,987.70
Additional for Family	\$0.00	\$0.00	\$0.00
Monthly Aggregate Accumulation	\$1,812,587.36	\$1,882,354	\$1,882,354
Annual Aggregate Accumulation	\$21,751,048	\$22,588,253	\$22,588,253
<u>Laser Liability (Estimated)</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
<b>*MAXIMUM MONTHLY FUNDING SUBTOTAL</b>	\$1,910,981	\$1,995,076	\$1,992,197
<b>*MAXIMUM ANNUAL FUNDING SUBTOTAL</b>	\$22,931,768	\$23,940,910	\$23,906,364
<b>\$ Change from Current</b>	n/a	\$1,009,142	\$974,596
<b>% Change from Current</b>	n/a	4.4%	4.2%

\*Includes Stop Loss Premiums and Aggregate Stop Loss Deductible

<b>CALCULATIONS BASED ON:</b>	<b>TOTAL</b>
Enrollment	947
OAPIN	896
HRA	51

<b>NOTES:</b>	Cigna	Cigna	Cigna
Stop Loss Firm and Final	No	Firm	Firm
ISL Run-In Limitation	n/a	n/a	n/a
ASL Run-In Limitation	n/a	n/a	n/a
Stop Loss Includes Retirees	Included	Yes	Yes
Lasers	None	None	None