

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

AGENDA

Wednesday, April 6, 2022
6:30 PM

Commission Chambers, City Hall
9500 West Sample Road

PASSOVER

Begins the evening of April 15 and ends the evening of April 25.

Call to Order

Roll Call

Moment of Silence

Pledge of Allegiance

Justin Orbegozo, Summit Academy, 3rd Grade
Blake Burns, Country Hills Elementary, 1st Grade
Madison Duck, Country Hills Elementary, 1st Grade

Recognitions/Proclamations/Presentations

- 1. Proclamation, National Child Abuse Prevention Month (Brook)**
Request that the City Commission proclaim April 2022 as “National Child Abuse Prevention Month” in the City of Coral Springs.
- 2. Proclamation, Fair Housing Month (Neirah Sankar)**
Request that the City Commission proclaim the month of April 2022 as “Fair Housing Month” in the City of Coral Springs.
- 3. Proclamation, National Public Safety Telecommunicators Week (Clyde Parry)**
Request that the City Commission proclaim April 10-16, 2022, as “National Public Safety Telecommunicators Week” in the City of Coral Springs.
- 4. Recognition, Mental Health Response by Officer Sandy Gomez (Clyde Parry)**
Request that the City Commission recognize Coral Springs Police Officer Sandy Gomez for his kindness and compassion during a mental illness call that left a significant impact on a distraught resident.
- 5. Recognition, 2022 Coral Springs Festival of the Arts Committee (Brook)**
Request that the City Commission recognize the 2022 Coral Springs Festival of the Arts Committee for their outstanding efforts and dedication in preparation to the event.
- 6. Key to the City, John Walsh (Metayer)**
Request that the City Commission present a Key to the City to John Walsh.

Public Comment

Public Hearings/Special Meeting Announcements

7. Ordinance 2022-105 First Reading, Accessory Structures (LDA22-0002) (Julie Krolak)

Request to hold a public hearing and approve First Reading of Ordinance 2022-105 amending Section 250129 of the Land Development Code, entitled "Accessory Structures"; and set Second Reading for Ordinance 2022-105 for the April 20, 2022, meeting. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (REQUEST HOLD PUBLIC HEARING, CONSIDER, SET SECOND READING) (LDA22-0002)

Consent

8. Mobile Communications Services Contract (Stephen Dyer)

(A) Request to award the State of Florida Department of Management Services Contract #DMS-19/20-006A for Mobile Communication Services to **AT&T Corp.** of Bedminster, NJ from date of award through August 3, 2026. The estimated annual expenditure is \$75,000. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

(B) Request to award the State of Florida Contract #DMS-19/20-006C for Mobile Communication Services to **Cellco Partnership d/b/a Verizon Wireless Services, LLC** of Basking Ridge, NJ from date of award through August 3, 2026. The estimated annual expenditure is \$150,000. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

9. Mulch - Installed and Bagged (John Norris)

Request to award contract for Mulch - Installed and Bagged through the Southeast Florida Governmental Purchasing Cooperative Group, City of Pompano Beach, FL Bid No. E-04-22, to **East Coast Mulch Corp.** of Jupiter, FL for Items 4, 5, 6, and 7 from date of award through November 14, 2022; and authorize the Purchasing Manager to execute any extensions. The estimated expenditure is \$132,000. Funding Source: Approved Operating Budget. Strategic Goal: An Attractive Community. (REQUEST TO AWARD, AUTHORIZE EXTENSIONS)

10. Travel Soccer Program (Robert Hunter)

Request to renew the agreement for the Travel Soccer Program, RFP #20-G-154 with **RLC Management Sports Programs, Inc.** of Coral Springs, FL retroactive from April 1, 2022 through March 31, 2024 with an option to renew for one additional two-year time period and authorize the Purchasing Manager to execute and approve the remaining renewal. Funding Source: Not Applicable. Strategic Goal: An Active, Healthy Community. (REQUEST TO RENEW, AUTHORIZE RENEWALS)

11. Minutes Approval

Request to approve meeting minutes of Wednesday, March 16, 2022 Regular Meeting. (REQUEST TO APPROVE)

- 12. Water Meter Fittings and Water Line Accessories (John Norris)**
Request to renew contract for Water Meter Fittings and Water Line Accessories through the Southeast Florida Governmental Purchasing Cooperative Group, City of Deerfield Beach, Florida ITB #2018-19/12 with **Core & Main LP** of Oakland Park, FL; **Empire Pipe and Supply Co., Inc.** of Sanford, FL; **Ferguson Waterworks** of Pompano Beach, FL; **Fortiline, Inc.** of Concord, NC; and **Lehman Pipe and Supply, Inc.** of Miami, FL retroactive from March 6, 2022 through March 5, 2023 with two (2) one- year renewal options available and authorize the Purchasing Manager to execute and approve all renewals. The estimated annual expenditure for this contract is \$165,000. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO RENEW, AUTHORIZE)
- 13. Body Armor Products (Clyde Parry)**
Request to amend contract for Body Armor Products under National Association of State Procurement Officials (NASPO) Contract #46151500- NASPO-21-ACS to **GH Armor Systems, Inc.** of Dover, TN through their local distributor, GL Distributors, Inc. of Pembroke Pines, FL in the amount of \$40,000. The amended estimated annual expenditure is \$100,000. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing Sustainable Organization. (REQUEST TO AMEND, APPROVE)
- 14. Pavement Evaluation Consulting Services (John Norris)**
Request to award contract #22-B-187M for Pavement Evaluation Consulting Services via Pinellas Park, Florida RFP #18-006 to **Transmap Corporation** of Columbus, OH from date of award through August 30, 2024 for a total expenditure of \$65,000 and authorize the Purchasing Manager to approve Change Orders that are within the designated procurement authority up to \$45,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD, AUTHORIZE)
- 15. Use of Forfeiture Funds (Clyde Parry)**
Request to authorize the use of \$108,500 in Law Enforcement Trust Funds to cover the annual donation to the Coral Springs Police Explorers, donation to the Coral Springs Chargers Tackle Football Club, donation to Canine Assisted Therapy (C.A.T.), annual donation to the FBI National Academy Association (FBINAA), the continuation of the property crimes initiative funding DNA Analysis through private labs as needed and the purchase of the FSIS II Color Lab System – forensic camera system for the collection of evidence. Funding Source: Receiving Forfeiture to Expend. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AUTHORIZE)
- 16. Resolution 2022-015, Black Maternal Health Week (Metayer)**
Request to approve Resolution 2022-015, a resolution recognizing Black Maternal Health Week from April 11, 2022 through April 17, 2022; authorizing and directing the City Clerk to transmit this resolution to the appropriate parties; providing for an effective date. Funding Source: Not Applicable. Strategic Goal: A family-friendly community. (REQUEST TO APPROVE)

Policy Formation and Direction

- 17. Ordinance 2022-109, Second Reading, Vacation Rentals (Julie Krolak)**
Request to approve and adopt Ordinance 2022-109, amending Section 250160 of the Land Development Code, entitled "Vacation Rentals"; first reading held March 16, 2022. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (REQUEST TO APPROVE, ADOPT) (LDA22-0003)
- 18. Unleaded Gasoline & Diesel Fuel (Kim Moskowitz)**
Request to award the contract for Unleaded Gasoline and Diesel Fuel through the Southeast Florida Governmental Purchasing Cooperative Group, City of Pompano Beach, FL RFP # E-03-22 to Port Consolidated, Inc. of Fort Lauderdale, FL retroactive from March 15, 2022 through March 14, 2027 with the option to renew for one (1) additional five (5) year period. The estimated annual expenditure is \$1,500,000. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)
- 19. July 4th Fireworks Display (Alexander Falcone)**
Request to waive the competitive procurement process consistent with Section 2-305.1(6) of the City's Procurement Code and approve the contract for July 4th Fireworks Display to Zambelli Fireworks Manufacturing Co. of Boca Raton, FL. The expenditure for this service is not-to-exceed \$37,500. Funding Source: Approved Operating Budget. Strategic Goal: An Active, Healthy Community. (REQUEST TO WAIVE, APPROVE)
- 20. Horticultural Services – Citywide (John Norris)**
Request to renew the contract for Horticultural Services, RFP #17-B-124 with **Everglades Environmental Care, Inc.** of Miami, FL; **Innovative Grounds Management of Florida, LLC** of Margate, FL; **Landscape Service Professionals, Inc.** of Coral Springs, FL; and **Juniper Landscaping of Florida, LLC** of Fort Myers, FL from May 1, 2022 through April 30, 2024. The estimated annual expenditure is \$2,000,000. Funding Source: Approved Operating Budget. Strategic Goal: An Attractive Community. (REQUEST TO RENEW)
- 21. Appointment, Charter School Advisory Board (Melissa Heller)**
Request to consider appointment of Patrick Rogers to the Business Representative seat of the Charter School Advisory Board. (REQUEST TO APPOINT)
- 22. Appointment, Financial Advisory Committee (Kim Moskowitz)**
Request to consider appointment of Robert Fogel to the Financial Advisory Committee. (REQUEST TO APPOINT)

Commission Communications

City Manager's Communication

City Attorney's Communication

Adjournment

Next Regular Meeting: Wednesday, April 20, 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: 1.

Meeting Date: April 6, 2022

Subject: Proclamation, National Child Abuse Prevention Month (Brook)

Requested Action: Request that the City Commission proclaim April 2022 as “National Child Abuse Prevention Month” in the City of Coral Springs.

Placement: Recognitions/Proclamations/Presentations

Background / Description: Children who are abused and neglected may suffer physical injuries, emotional and psychological difficulties, and long-term effects of trauma, which can severely impact their lifelong health and wellbeing. Research shows that parents and caregivers who have support systems and seek help in times of trouble are more resilient and better able to provide safe environments and nurturing experiences for their children.

National Child Abuse Prevention Month is an opportunity to encourage all to put children first and engage in activities that strengthen families and communities. The City of Coral Springs encourages every person to make children a top priority and take meaningful action to support children and families in their communities.

Requested By: Mayor Brook

Presenting: Mayor Brook

Accepting: Cynthia Reynoso, Children's Services Council of Broward County

Summary Sheet

Agenda Item: 2.

Meeting Date: April 6, 2022

Subject:

Proclamation, Fair Housing Month (Neirah Sankar)

Requested Action:

Request that the City Commission proclaim the month of April 2022 as “Fair Housing Month” in the City of Coral Springs.

Placement: Recognitions/Proclamations/Presentations

Attachments: [Summary Sheet](#)

Presenting: Mayor Scott Brook

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

Meeting: April 6, 2022
Department: Community Development
Initiated By: Julie Krolak

DOC ID: 705

SUBJECT: Proclamation, Fair Housing Month

PLACEMENT: Recognitions/Proclamations/Presentations

REQUESTED ACTION: Request that the City Commission proclaim the month of April 2022 as "Fair Housing Month" in the City of Coral Springs. (REQUEST TO PROCLAIM)

PRESENTING: Scott Brook, Mayor
City of Coral Springs

ACCEPTING: Neirah Sankar, Community Development & Housing Administrator, Development Services Department
Charmaine Williams, Broward County Education & Outreach Coordinator - Housing Opportunities Project for Excellence, Inc. (HOPE, Inc.)

BACKGROUND:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

Fair Housing Month is celebrated each year to bring awareness by providing educational sessions on the latest trends, emerging issues and laws surrounding fair housing in local communities. April 11, 2022 marks the 54th anniversary of the Fair Housing Act.

ATTACHMENTS:

Proclamation

COPIES:

Debra Thomas, City Clerk
Robert Curnow, Deputy City Manager
Julie Krolak, Director of Development Services

Summary Sheet

Agenda Item: 3.

Meeting Date: April 6, 2022

Subject: Proclamation, National Public Safety Telecommunicators Week (Clyde Parry)

Requested Action: Request that the City Commission proclaim April 10-16, 2022, as "National Public Safety Telecommunicators Week" in the City of Coral Springs.

Placement: Recognitions/Proclamations/Presentations

Background / Description:

Every year, the second week in April is declared as "National Public Safety Telecommunicators Week." Men and women are engaged in the operation of emergency response systems for the City of Coral Springs, and these individuals are responsible for responding to telephone calls from the general public for police, fire, and emergency medical assistance, and for dispatching said assistance to help save the lives and property of our citizens. Our Public Safety Communications personnel serve the public daily in countless ways without due recognition by the beneficiaries of their services.

Presenting: City Commission

Accepting: Communications Center Manager Kathy Liriano

Summary Sheet

Agenda Item: 4.

Meeting Date: April 6, 2022

Subject: Recognition, Mental Health Response by Officer Sandy Gomez (Clyde Parry)

Requested Action: Request that the City Commission recognize Coral Springs Police Officer Sandy Gomez for his kindness and compassion during a mental illness call that left a significant impact on a distraught resident.

Placement: Recognitions/Proclamations/Presentations

Background / Description:

On Tuesday, December 14, 2021, at approximately 1:30pm, Officer Sandy Gomez responded to a Coral Springs residence to conduct a welfare check. Our Dispatch Center received a call from a citizen advising that he had not seen his neighbor for over a week, and she had not been responding to his text messages.

Officer Gomez made contact with the female neighbor at her front door. Consistent with the mental illness training Officer Gomez has received, he quickly began asking the female specific questions in order to assess her wellbeing. The female stated that she had been attempting to commit suicide for several days and had tried different methods to do so. Some of these methods included overdosing and cutting her wrist. Officer Gomez noted the laceration to her wrist and observed the residence to be covered in vomit and blood. Based on the female's statements and her physical condition, Officer Gomez determined that without professional help, the female would likely further harm herself in attempts to end her life. The female was transported for treatment of her injuries and to receive help to improve her mental health.

[Play video here]

Mental illness calls can be stressful for everyone involved. Officers of the Coral Springs Police Department receive extensive training on how to recognize critical signs and symptoms of mental illness and how to communicate with individuals who may be experiencing trouble. This level of training is offered upon hire as well as several times throughout the year to ensure that our officers are well-prepared to make a determination that can provide individuals with essential help and resources. Officer Gomez incorporated this training when he responded to this call, and we are thankful to hear from this resident as she becomes well.

Presenting: Chief Clyde Parry

Accepting: Officer Sandy Gomez

Summary Sheet

Agenda Item: 5.

Meeting Date: April 6, 2022

Subject: Recognition, 2022 Coral Springs Festival of the Arts Committee (Brook)

Requested Action: Request that the City Commission recognize the 2022 Coral Springs Festival of the Arts Committee for their outstanding efforts and dedication in preparation to the event.

Placement: Recognitions/Proclamations/Presentations

Background / Description: The Coral Springs Festival of the Arts celebrated its 16th annual festival highlighting some of America's finest artisans and contemporary crafters. There were also exciting performing arts events including fine dance, as well as theatrical, and literary presentations. The Festival of the Arts is completely run by volunteers who do it for the love of their city.

The Coral Springs City Commission sincerely thanks the 2022 Coral Springs Festival of the Arts Committee for their hard work and efforts. As a result of their dedication to this event every year, our city has a prominent place on the Arts and Culture Map.

Requested By: Mayor Brook

Presenting: Mayor Brook

Accepting: Members of the 2022 Coral Springs Center for the Arts Committee.

Summary Sheet

Agenda Item: 6.

Meeting Date: April 6, 2022

Subject: Key to the City, John Walsh (Metayer)

Requested Action: Request that the City Commission present a Key to the City to John Walsh.

Placement: Recognitions/Proclamations/Presentations

Background / Description: The City of Coral Springs is proud to present the Key to the City to John Walsh.

John Walsh has been volunteering in Coral Springs for over 30 of the 40 years he has been a city resident. He has served on the Community Redevelopment Agency Board (CRA) from 2006 to 2022, being the Chairman for the last eight years. He is the Founding President of the Leadership Broward Foundation and serves as President Emeritus/Lifetime Board Member. He was instrumental in the creation of the Downtown Mixed-use Form-Based Code, Design Guidelines, and Commercial Enhancement Matching Grant Program within CRA.

Mr. Walsh has also served on the Economic Development Foundation, including several years as Chairman.

The City of Coral Springs proudly presents the Key to the City to John Walsh in honor of his important contributions to the city and community.

Requested By: Commissioner Metayer

Presenting: Commissioner Metayer

Accepting: John Walsh

Summary Sheet

Agenda Item: 7.

Meeting Date: April 6, 2022

Subject: Ordinance 2022-105 First Reading, Accessory Structures (LDA22-0002) (Julie Krolak)

Requested Action: Request to hold a public hearing and approve First Reading of Ordinance 2022-105 amending Section 250129 of the Land Development Code, entitled "Accessory Structures"; and set Second Reading for Ordinance 2022-105 for the April 20, 2022, meeting. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (REQUEST HOLD PUBLIC HEARING, CONSIDER, SET SECOND READING) (LDA22-0002)

Funding Source: Not Applicable

Placement: Public Hearings/Special Meeting Announcements

Attachments: [Summary Sheet](#)
[#1 - Petition](#)
[Ordinance 2022-105](#)

Presenting: Julie Krolak

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

Meeting: April 6, 2022
Department: Development Services/
Community Development
Initiated By: Julie Krolak
DOC ID: 702

SUBJECT: Ordinance 2022-105 First Reading, Accessory Structures (LDA22-0002)

PLACEMENT: Public Hearing

REQUESTED ACTION: Request to hold a public hearing and consider First Reading of Ordinance 2022-105 amending Section 250129 of the Land Development Code, entitled "Accessory Structures;" and set Second Reading for Ordinance 2022-105 for the April 20, 2022, meeting. (REQUEST HOLD PUBLIC HEARING, CONSIDER, SET SECOND READING) (LDA22-0002)
Strategic Goal: A Family-Friendly Community

PRIOR ACTION:

03/08/2022 Planning & Zoning Board forwarded a unanimous favorable recommendation (5-0) to the City Commission relative to LDA22-0002.
02/23/2022 Staff presented potential amendments to the Accessory Structures section of the Code at the City Commission workshop.

STAFF RECOMMENDATION: THAT THE CITY COMMISSION:

- 1. HOLD PUBLIC HEARING AND APPROVE FIRST READING OF ORDINANCE 2022-105 AMENDING SECTION 250129 OF THE LAND DEVELOPMENT CODE RELATING TO ACCESSORY STRUCTURES, AND**
- 2. SET SECOND AND FINAL READING FOR THE APRIL 20, 2022, CITY COMMISSION MEETING.**

LOCATION: X City Wide

ATTACHMENTS:

- #1 – Petition LDA22-0002
- #2 – Ordinance 2022-105

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet
Meeting: April 6, 2021**

Subject: Ordinance 2022-105: Accessory Structures (LDA22-0002)

SUBJECT: PETITION OF THE CITY OF CORAL SPRINGS AMENDING SECTION 250129 OF THE LAND DEVELOPMENT CODE RELATING TO ACCESSORY STRUCTURES. (LDA22-0002)

BACKGROUND / PURPOSE:

The Land Development Code (LDC) contains regulations that guide the physical development of the City. The regulations in the LDC are not static and are updated regularly to account for emerging trends, changes to associated documents, and amendments to state or county laws. Staff continuously monitors and reviews the Code to ensure regulations for development are appropriate for the City and recommends amendments when needed or as directed by the City Commission.

The LDC regulates the location of accessory structures in the front, sides, and rear of the dwelling and/or lot. Initial regulation regarding this requirement was adopted in 1972 and has been updated several times to address current trends. Over the course of several years, Staff has received feedback from homeowners and contractors regarding certain portions of the Code. With the increase in number and types of accessory structure on residential properties within the City, as well as the introduction of different materials, methodologies and means of construction in the market, Staff has identified specific subsections of the Code that require amendments to better assist the residents and maintain the aesthetics of communities.

Research and information on accessory structures was presented during the City Commission Workshop on February 23, 2022, including an analysis of the requirements of benchmark cities. Staff presented opportunities to update subsections related to residential mechanical equipment, sidewalks/walkways/driveways, basketball hoops, portable storage units, screen enclosures, sheds, and freestanding accessory buildings.

The proposed Code amends subsections within LDC Section 250129 relating to accessory structures. Staff researched local municipalities with similar goals, design guidelines, and aesthetic vision to ensure the proposed regulations are appropriate and consistent with current trends. The following is a summary of the proposed changes to the Land Development Code relating to accessory structures:

Chapter 25, Article I – In General
Section 250129 (Accessory structures)

Mechanical Equipment

The existing Code does not include setback requirements for above- or underground mechanical equipment, and only permits them in the side yard. The Code amendment clarifies that the location of mechanical equipment, such as air conditioning units, are permitted within the side yard with a minimum setback of four feet. The proposed amendment also permits underground mechanical equipment, such as propane tanks, within the front yard with a minimum setback of four feet from the side lot lines and ten feet from any street side lot line.

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet
Meeting: April 6, 2021**

Subject: Ordinance 2022-105: Accessory Structures (LDA22-0002)

Sidewalks/Walkways/Driveways

The Code amendment ensures consistency in application of the requirements for sidewalks and driveways across engineering and zoning reviews. The new Code requires driveways to be a minimum of five feet from any side property line with circular driveways requiring a minimum setback of five feet from the front property line to the center of the arch for landscaping purposes. Sidewalks are permitted within side or rear yards with a minimum setback of four feet. The proposed change would permit sidewalks and pathways to be one half of the width of the sidewalk with a minimum of three feet.

Basketball Hoops

Currently, the Code permits permanent basketball poles within the front yard with a minimum of ten feet from the property line. The Code amendment clarifies that temporary or portable basketball hoops must be located within the property. This will still allow for residents to utilize their driveway and adjacent roadway to play while clarifying basketball hoops cannot be left within rights-of-way on a permanent basis.

Screen Enclosures

The existing Code permits pools within the side and rear yards to have a minimum setback of seven and one-half (7½) feet, and patio with a setback of five feet to the property line.

However, the Code also requires screen enclosures to meet the same setbacks of the primary structure (typically 15 feet), or five feet if the rear property line is adjacent to a water body or open area of forty linear feet or greater. In researching benchmark cities (table below), Staff finds the requirements may be restrictive for property owners desiring to enclose their pool and deck areas with a mesh screen enclosure if the pool is located within the rear yard with the minimum setback. The proposed Code amends the rear setback to be consistent with the requirements for pools (7.5 feet) with the same side yard setbacks of the primary structure.

Coral Springs	Parkland	Lauderdale Lakes	Fort Lauderdale	Deerfield
Rear Setback: Same as Main Structure (15' typical)	Rear Setback: 5'	Rear Setback: 6'	Rear Setback: 4'	Rear Setback: 5'

Portable Storage Units

The proposed Code amends the current duration a portable storage unit is permitted on a residential property from three consecutive days or six days within the year to five consecutive days or ten days within a year.

Sheds

The existing Code does not permit sheds to be larger than 100 square feet. Sheds are also required to be screened with foundation hedge or heavy landscaping. The proposed

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet
Meeting: April 6, 2021**

Subject: Ordinance 2022-105: Accessory Structures (LDA22-0002)

change clarifies the height and spacing of the required landscaping to be consistent with landscape code and increases the total area of a shed to 150 square feet.

Freestanding Accessory Buildings

The proposed Code concerning freestanding accessory buildings provides requirements for pergolas, chickee/tiki huts, carports, and other similar structures. The proposed Code permits freestanding accessory buildings within the side and rear yard with a minimum of five feet to the plot line, and ten feet to the interior street plot line. Additionally, the accessory buildings shall be decorative, compatible with the architecture and roof pitch of the main structure. The height of the building shall not exceed the eighty percent of the height of the primary structure with a maximum not to exceed fourteen feet.

CONCLUSION

Staff recommends the Planning and Zoning Board forward a favorable recommendation to the City Commission for the April 6, 2022 Commission meeting relative to LDA22-0002 amending Section 250129 of the Land Development Code for accessory structures.

INTERVENING ACTION OF THE MARCH 7, 2022 PLANNING AND ZONING BOARD MEETING

The Planning and Zoning Board voted unanimously (5-0) to forward a favorable recommendation relative to LDA22-0002 to amending various Section 250129 of the Land Development Code, entitled "Accessory Structures".



LAND DEVELOPMENT CODE AMENDMENT (LDA) PETITION

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

Petitioner: City of Coral Springs

Email Address: jkrolak@coralsprings.org

Section(s) of the code to be amended:
Section 250129 - Accessory Structures

Proposed Amendment (use attachments, if necessary):
Setbacks for driveways, walkways, underground equipment, basketball hoops, and screen enclosures. Amend number of days for portable storage units and landscaping requirements for sheds. Establish new regulations for freestanding accessory buildings.

Reason for Amendment (use attachments, if necessary):
Some of these regulations are older and proposed amendments are consistent with current trends.

What is the public benefit of the proposed code amendment?
Code will include regulations for new types of structures such as gazebos and pergolas. Some setbacks have been relaxed to be more flexible for property owners.

How does this code amendment(s) effect other portions of the code and/or the public?
Not applicable.

*Does this amendment impact the cost of housing? YES NO

If yes, what is the approximate increase per unit?
Sworn to and subscribed before me, by means of physical presence or online notarization this 3rd day of March, 2022.

Signature of Petitioner

Julie Krolak
Petitioner's Name (Print or Type)

Notary Public

My Commission Expires: Oct 3, 2023

9500 W Sample Road, Coral Springs, FL 954-344-1160
Address (Street, City, Phone)

jkrolak@coralsprings.org
Email Address

Personally known
Type of Identification Produced:
 Did Take an Oath
 Did Not Take an Oath

Judith Butler
Comm. # GG366568
Expires: October 3, 2023
Bonded Thru Aaron Notary

- Two (2) 11"x17" sets of site plan of subject property.
- CD containing digital copies of all documents in PDF file.
- FEE: \$4,088.50 Plus recordation fee and legal advertising costs to be determined by City Clerk (954) 344-1065.

TO BE COMPLETED BY COMMUNITY DEVELOPMENT DIVISION

Accepted By:  _____ Petition # LDA22-0002 _____ Date: 3/3/2022 _____

*IF THIS AMENDMENT IMPACTS THE COST OF HOUSING PER UNIT, NOTIFY CHIEF PLANNER.



ORDINANCE NO. 2022-105

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, AMENDING SECTION 250129 OF THE LAND DEVELOPMENT CODE OF THE CITY OF CORAL SPRINGS, ENTITLED “ACCESSORY STRUCTURES;” PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff periodically reviews ordinances to determine whether changes or updates need to be made; and

WHEREAS, the City's professional staff has recommended that the Land Development Code (“LDC”) be amended relating to accessory structures; and

WHEREAS, the City Commission accepts the recommendations of the City's professional staff and finds that the adoption of this Ordinance is in the best interests of the community;

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. Section 250129 of the Land Development Code of the City of Coral Springs entitled “Accessory Structures,” is hereby amended as follows:

Sec. 250129. – Accessory Structures

The following provisions shall apply to accessory structures, other than accessory structures as provided in chapter 25, article XVI:

- (1) *General provisions:*
 - (a) Except as provided below or elsewhere in this chapter, all accessory structures in residential districts shall be located in rear yards no closer than five (5) feet to the rear plot line and all accessory structures in nonresidential districts shall be located on that half of the plot the farthest distance-wise from any abutting

street or streets, unless located within the building area:

1. Mailboxes.
 2. Flagpoles.
 3. Entrance guardhouse not exceeding three hundred (300) square feet in area and located so as not to create interference of any existing or proposed traffic plan or pattern, as determined by the city administration.
 4. Accessory buildings and structures for essential services which shall not be subject to the dimensional requirements of any zoning district, but shall be subject to the city engineer's locational requirements.
 5. Mechanical and plumbing equipment including air conditioner compressors, lawn irrigation pumps, swimming pool accessories, and other equipment customarily associated with residential uses of land may be located within a side yard up to four (4) feet from a side plot line, but not forward of a line extended across the width of the plot at the front wall of the main structure closest to a street.
 6. Light fixtures.
- (b) All accessory structures permitted to be located in other than the rear yard in residential districts shall be at least four (4) feet from a side plot line, ten (10) feet from a side corner plot line, and at least fifteen (15) feet from ~~any other street line~~ a front plot line. All conduits, electrical meters, air conditioners, plumbing, and pipes shall be enclosed or painted the same color as the adjacent structure. ~~Sidewalks or pathways located in the sides or rear yards of residential developments may be located up to four (4) feet to the side or rear plot line.~~ Underground equipment, such as propane tanks, or similar, are permitted in the front yard and are required to be four (4) feet from a side plot line and ten (10) feet from any street side plot line.
- (c) For residential districts, sidewalks or pathways located in the side or rear yards, shall have a side setback of one-half (1/2) of the width of the sidewalk or pathway, with a minimum of three (3) feet. Driveways shall be at least five (5) feet from any side plot line. Circular driveways shall have a minimum setback of five (5) feet, as measured from the front plot line to the apex or center of the arch of the driveway for the purpose of landscaping within the property.
- ~~(e)~~(d) An accessory building or structure shall not be of greater height than a principal building on the plot, except in industrial districts and for corporate park uses or as otherwise stated elsewhere in this chapter.
- ~~(d)~~(e) Accessory structures shall not occupy more than thirty-five (35) per cent of required yard area.

~~(e)~~(f) Where no other provision is applicable, no accessory structure excepting fences and walls, shall be located within five (5) feet of any plot line nor placed within any easement or placed within any right-of-way.

~~(f)~~(g) Fences, walls and other accessory structures located in easements shall require written approval of the City of Coral Springs and appropriate owner of easement. However, only approval from an applicable water and/or drainage district easement owner shall be required for fences in residential districts.

~~(g)~~(h) Roof-mounted accessory structures, including but not limited to air conditioning systems, shall be screened and be located so as to be substantially hidden from view at eye level from street rights-of-way and any adjacent residential properties. Whenever possible, solar panels must be placed on the slope of the roof away from the front of the structure or away from the side facing the road. Vent pipes, nonmotorized turbines, skylights, cupolas, steeples, solar collectors and chimneys shall not be subject to this provision. Roof-mounted equipment shall be compatible with, or painted the same color as, the building.

~~(g)~~(i) All basketball hoops and backboards in front yard areas shall be permitted on the front of the building or on a pole on the driveway only. Permanent basketball ~~poles~~ hoops shall be located no closer than ten (10) feet to any property line. Temporary or portable hoops shall be located within the property line.

~~(h)~~(j) Where possible, all utility storage shall be located to the rear of the building and not within the front yard area.

~~(h)~~(k) Telephones, vending machines or any facility dispensing merchandise shall be confined to a space built into the building or enclosed in a separate structure compatible with the building. Newspaper boxes shall be exempt from this regulation.

~~(k)~~(l) Play equipment shall not be located within any required setback with the following exception: play equipment less than eight (8) feet in height may be permitted in the rear one-half (1/2) of a required rear yard setback (closest to the structure). No game courts or related paved areas shall be permitted in any required setback.

~~(k)~~(m) Permanent and portable accessory generators must be a minimum of five (5) feet from any property line and fifteen (15) feet from any street right-of-way as close to the main structure as possible and still remain a safe enough distance not to create a hazard near openings to such structure and never beyond the front line of the main structure.

(2) *Special provisions for swimming pools as accessory uses or structures:*

(a) Swimming pools may be placed in required side or rear yards, subject to the

limitations outlined below, but shall not be placed in any required front or street yards except where specifically permitted:

1. Any part of a pool which is covered by a roof, or enclosed by side walls over five (5) feet in height, ~~or enclosed with open mesh screening~~ shall be subject to limitations on locations of a main structure and shall not be placed in any required yard unless otherwise permitted.
2. No pool shall be located closer than seven and one-half (7 1/2) feet to any property line. No pool patio or decking shall be located closer than five (5) feet to any property line. No such pool, patio or decking shall exceed two (2) feet above the average grade of the plot.

(3) *Special provision for accessory game courts, fields and paved activity areas:*

(a) Tennis, basketball or similar game courts or fields may be located in a required side or rear yard subject to the limitations below, but in no event shall be placed in required front or street side yards except where specifically permitted:

1. All game playing surfaces shall be located no closer than ten (10) feet from any plot line or the required building setback, whichever is less.
2. Any fence exceeding five (5) feet in height located around the perimeter of any court or field shall be subject to required setbacks of the main structure. No fence or wall shall exceed ten (10) feet in height. If a fence or wall is erected, it shall be screened from adjacent properties with a continuous planting strip, as defined in this chapter.
3. Lighting fixtures for said facilities shall be located no closer than ten (10) feet to any plot line. No lighting ~~standards and~~ structures or fixtures shall be placed in a required setback.
4. Driveways may not be enlarged to serve as a game court. Markings on driveways used as gamecourts shall be permitted if necessary to play the game (free throw lines, three point lines). These markings shall be limited to inconspicuous colors.

(6) *Special provisions for screen enclosures:*

(a) Screen enclosures in rear yards, whether they enclose a swimming pool or not, are subject to the ~~same setback requirements as the primary structure except as described below.~~ following:

1. May be located up to seven and one-half (7 1/2) feet from a rear property line and are subject to the same side setback requirements as the primary structure.

~~(b)~~2. Pool screen enclosures may be located up to five (5) feet from a rear property line subject to the following conditions:

~~1.~~a. The subject site shall be located in an RS-3, 4, 5 or 6 zoning district.

~~2.~~b. The entire rear property line shall abut permanent open space greater than forty (40) feet in width.

~~3.~~c. Permanent open space shall include only parks, environmental preserves, canals, lakes, golf courses and transmission line easements or rights-of-way.

(7) *Special provisions for portable storage units.*

(a) Portable storage units may be located in single-family and two-family zoning districts. Portable storage units may be allowed in other multi-family districts only upon the applicant demonstrating, to the satisfaction of city staff, that the specific location/complex has sufficient space to place a portable storage unit and continue to provide adequate parking, public safety access and comply with all health, safety and welfare concerns. Portable storage units are expressly prohibited in all other zoning districts.

(e) No portable storage unit shall remain at a site in excess of ~~three (3)~~ five (5) consecutive days. No portable storage units shall be placed at any one (1) location in excess of ~~six (6)~~ ten (10) days in a calendar year for single-family and two-family zoning districts. Notwithstanding the time limitations as stated above, all portable storage units shall be removed immediately upon the issuance of a hurricane warning by a recognized governmental agency. The removal of the storage units during a hurricane warning is the responsibility of the provider/owner of the unit.

(k) The above provisions notwithstanding, persons who place or permit the placement of a portable storage unit without first obtaining a site permit shall be provided a twenty-four (24) hour grace period from delivery to remove the portable storage unit or obtain a site permit. Should the person not obtain a permit or not remove the portable storage unit at the termination of the grace period, the person shall be considered in violation of the code.

(8) *Special provision for sheds.*

(a) All sheds require a building permit under Section 105, of the Florida Building Code. Sheds, utilized as an accessory structure in any residential zoning district, may not be larger than ~~one hundred (100)~~ one hundred and fifty (150) square feet in size. The height of any shed is limited to the “height of an

accessory building” as defined elsewhere in this chapter. Sheds must be compatible in color and material of the main structure. Sheds may be painted to match the main structure. Shed roofs must have a comparable roof pitch to the main structure: flat roofs are not permitted.

- (b) Electricity or plumbing is not permitted in the shed.
- (c) ~~Sheds will~~ shall be located in the rear yards or side yards only. ~~Sheds located in side yards must be fully screened from street or adjacent property views.~~ All sheds are to maintain a minimum five (5) foot setback from property lines. Sheds are not permitted in the front yard area. Sheds to be located on water lots, golf course lots, or lots adjacent to open spaces will only be approved when placed adjacent to the main building.
- (d) ~~All sheds are to be planted with a foundation hedge or heavy landscaping on all sides must be fully screened from public view or adjacent property views with views of landscaping or fencing except for the ingress/egress area. The minimum spacing of the hedge installation is one (1) plant every three (3) feet with a minimum height of five (5) feet eighteen (18) to twenty-four (24) inches with a minimum height of eighteen (18) to twenty-four (24) inches, when measured immediately after planting. The hedge or landscape material must be allowed to grow to screen the shed.~~

(9) Special provisions for freestanding accessory buildings.

- (a) Freestanding accessory buildings (i.e., gazebos, pergolas, tiki huts, chickee huts, pool houses, carports, insulated flat roof structures and similar roofed structures) are structures which are clearly incidental or subordinate to the principal residence and customary within one-family residential home sites of the same zoning district. Except as provided elsewhere in this chapter, freestanding accessory buildings shall be subject to the following regulations:
 - 1. The maximum height shall be no greater than eighty (80) percent of the height of the main structure with a maximum of fourteen (14) feet.
 - 2. The building shall be located at least five (5) feet from the rear property line and interior side property lines. It shall be located ten (10) feet from an interior street side. Carports shall comply with the setbacks of the main structure for the zoning district in which they are proposed to be located.
 - 3. Gazebos, pergolas, and similar structures shall be compatible with the main structure with architectural features incorporated into the design.
 - 4. Pool houses, carports, and similar structures shall have a comparable roof pitch to the main structure. Flat roofs are not permitted.

5. Overhangs shall not encroach more than forty (40) percent into the required setback.

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 Land Development Code 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.

SCOTT BROOK, MAYOR

ATTEST:

DEBRA THOMAS, CMC, CITY CLERK

Unanimous ____
Motion /2nd

Yes No

___	___	MAYOR BROOK	___	___
___	___	VICE MAYOR SIMMONS	___	___
___	___	COMMISSIONER CARTER	___	___
___	___	COMMISSIONER CERRA	___	___
___	___	COMMISSIONER METAYER	___	___

Summary Sheet

Agenda Item: 8.

Meeting Date: April 6, 2022

Subject: Mobile Communications Services Contract (Stephen Dyer)

Requested Action:

(A) Request to award the State of Florida Department of Management Services Contract #DMS-19/20-006A for Mobile Communication Services to **AT&T Corp.** of Bedminster, NJ from date of award through August 3, 2026. The estimated annual expenditure is \$75,000. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

(B) Request to award the State of Florida Contract #DMS-19/20-006C for Mobile Communication Services to **Cellco Partnership d/b/a Verizon Wireless Services, LLC** of Basking Ridge, NJ from date of award through August 3, 2026. The estimated annual expenditure is \$150,000. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

Funding Source: Approved Operating Budget

Term Or Effective Date: April 6, 2022 to August 3, 2026

Placement: Consent

Attachments: [#1 - Agreement with AT&T Corp. Exhibit A upon request form](#)
[#2 - Verizon Wireless Services, Inc. Transition Notice](#)

Background / Description:

The City has utilized AT&T Corp. and Cellco Partnership d/b/a Verizon Wireless Services, LLC for mobile communication services for approximately twenty-four years through utilization of the State of Florida Contract and National Association of State Procurement Officials (NASPO) (formerly Western States Contracting Alliance) to obtain the lowest pricing available.

The City was utilizing the State of Florida Contract which expired on January 19, 2022. The State of Florida Department of Management Services has put a new contract in place with AT&T Corp. and Cellco Partnership d/b/a Verizon Wireless Services, LLC. The State of Florida's Suncom Mobile Communications Contract is the most advantageous contract for Mobile Communication Services. This contract is not exclusive, and the City may elect to award contracts to additional carriers in the future.

The City's use of mobile communication devices has continued to increase through the use of smartphones, air cards, iPads, laptops, and tablets which all require wireless services. This contract enables staff to determine the best plan according to individual user needs and the ability to switch providers if different services are required. This agreement offers the lowest government pricing available as well as flexibility in various plans.

The Information Technology Department and Purchasing Division staff recommend awarding the State of Florida Department of Management Services Contract #19/20-006A to AT&T Corp. of Bedminster, NJ in the annual amount of \$75,000 and State of Florida Contract #19/20-006C to Cellco Partnership d/b/a Verizon Wireless Services, LLC of Basking Ridge, NJ in the annual amount of \$150,000.

Presenting: Stephen Dyer

**PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND
AT&T CORP. FOR MOBILE COMMUNICATION SERVICES**

THIS IS AN AGREEMENT, dated this _____ day of _____, 2022, by
and between:

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

and

AT&T CORP.
a foreign profit corporation
One AT&T Way
Bedminster, New Jersey 07920
(hereinafter "CONTRACTOR")

WHEREAS, CITY has the need to procure a contractor to provide Mobile Communication Services; and

WHEREAS, on August 24, 2021, the State of Florida Department of Management Services (hereafter "DMS") competitively procured Mobile Communications and signed Contract #DMS-19/20-006C (hereinafter "Contract") with CONTRACTOR, attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the DMS Contract terminates on August 23, 2026; and

WHEREAS, the DMS Contract allows CONTRACTOR to enter into an agreement for Mobile Communication Services with CITY under an arrangement where CITY establishes this Agreement based on the contract developed and executed by DMS and Section 2-305.1(3) of the Code of Ordinances of the City of Coral Springs, Florida, which authorizes CITY to procure these services through such an arrangement; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the DMS Contract in providing Mobile Communication Services for CITY; and

WHEREAS, CITY desires to retain the services of CONTRACTOR establishing this agreement based on the contract developed and executed by the State of Florida and DMS; 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. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The prices, terms, and conditions of the DMS 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 DMS Contract, except said services shall be performed in and for CITY.

B. All references to Vendor in the DMS Contract shall be considered the CONTRACTOR for purposes of this Agreement.

C. RECORDS

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.ORG, 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.

D. E-VERIFY

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

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.

SECTION 3. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in the DMS Contract, the terms of this Agreement shall control.

SECTION 4. In all other respects, the terms, and conditions of the DMS Contract are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms.

SECTION 5. This Agreement shall become effective upon the approval of CITY.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS OF THE FOREGOING, the CITY OF CORAL SPRINGS and AT&T 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:

Andrew B. Dunkiel

ANDREW DUNKIEL, Deputy City Attorney

AT&T CORP.

Linda Cottingham

By: Linda Cottingham (Mar 2, 2022 13:52 PST)

Title: Sr. Contract Manager

Print Name: Linda Cottingham

EXHIBIT A

476 pages

Available upon request

Office of the City Clerk
954.344.1065



TIME SENSITIVE NOTICE: TRANSITION TO THE NEW VERIZON WIRELESS

Dear Customer,

Our previous email had an incorrect link for the contract terms. We apologize for any confusion this may have caused. The corrected link is now available in the message below.

Dec 02, 2021

TIME SENSITIVE NOTICE: TRANSITION TO THE NEW VERIZON WIRELESS State of Florida Mobile Communications Service Contract # DMS-19/20-006C AGREEMENT.

The State of Florida Contract DMS-10/11-008C between the Florida Department of Management Services (DMS) and Verizon Wireless (Legacy Contract) will expire on January 19, 2022. To ensure continuity of the wireless services your organization purchases under that contract, we have partnered with DMS to make it as easy as possible to transition your organization's account(s) to the new agreement between DMS and Verizon Wireless, State of Florida Mobile Communications Service Contract # DMS-19/20-006C (New Verizon SOFL Agreement).

Under this process, your organization's account(s) will be transitioned to the New Verizon SOFL Agreement unless you click the "Opt-Out" button below by no later than fifteen (15) days after the date of this notice. By transitioning to the New Verizon SOFL Agreement, your organization would be agreeing to, and its accounts would be governed by, the terms and pricing of the new agreement. Terms of the New Verizon SOFL Agreement are available for review at

<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=720000&ContractId=TC109>.

Your organization's account contact(s) (individuals previously authorized to submit orders or obligate funds for your organization) will remain the same unless you notify us of a change.

While we hope that your organization chooses to transition to the New Verizon SOFL Agreement, participation is not mandatory, and you can elect to not participate by clicking the "Opt-Out" button below. However, by clicking the "Opt-Out" button, your organization will no

longer be able to complete new purchases once the Legacy Contract expires. Additionally, your organization will lose any discounts and benefits it has been eligible to receive under the Legacy Contract when it expires without the opportunity to enjoy discounts and benefits negotiated under the New Verizon SOFL Agreement.

Opt-Out, we elect not to transition >

I elect not to transition and understand my organization will not enjoy the discounts and benefits negotiated under the new Verizon SOFL Agreement. The following account(s) affected: 599038 ST OF FL - CITY OF CORAL SPRINGS- NEWVOICE.

Verizon Wireless looks forward to continuing to help you realize the benefits of our advanced technology solutions.

Sincerely,
Verizon Sales Rep

- Enjoy live TV, On Demand shows and DVR recordings on the go
- Filter your searches by genre, rating and more
- Get personalized recommendations
- Manage and schedule your DVR from the app
- Manage and schedule your DVR from the app



State of Florida Mobile Communications Service

Contract #DMS-19/20-006C

Date of Execution 8/24/2021 – 8/23/2026

Phones Tablets Accessories Plans Contact Rep

© 2021 Verizon

This email was sent to gdixon@coralsprings.org. We respect your privacy. Please review our [Privacy Policy](#). You may [unsubscribe](#) from Verizon promotional emails at any time.

Verizon, One Verizon Way, Mail Code: 180WVB, Basking Ridge, NJ 07920

Summary Sheet

Agenda Item: 9.

Meeting Date: April 6, 2022

Subject: Mulch - Installed and Bagged (John Norris)

Requested Action: Request to award contract for Mulch - Installed and Bagged through the Southeast Florida Governmental Purchasing Cooperative Group, City of Pompano Beach, FL Bid No. E-04-22, to **East Coast Mulch Corp.** of Jupiter, FL for Items 4, 5, 6, and 7 from date of award through November 14, 2022; and authorize the Purchasing Manager to execute any extensions. The estimated expenditure is \$132,000. Funding Source: Approved Operating Budget. Strategic Goal: An Attractive Community. (REQUEST TO AWARD, AUTHORIZE EXTENSIONS)

Funding Source: Approved Operating Budget

Term Or Effective Date: 04/06/2022 through 11/14/2022

Placement: Consent

Attachments: [#1 - Agreement](#)

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 medians. City Staff has determined that it is cost effective to have an outside contractor 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 - Installed and Bagged. As one of the Broward County government agencies participating in this bid, the City receives the best available pricing for this commodity as there are no other contracts available in this area of this size.

The city of Pompano Beach, Florida, acting as the lead agency for this service, recently awarded the term contract to East Coast Mulch Corp., for installed and bagged mulch. The term of this contract runs through November 14, 2022 with no renewal options, but it has an extension period that shall not exceed one hundred twenty (120) days. The city of Pompano Beach, Florida, might exercise this option to extend the contract if a new contract isn't awarded in time.

East Coast Mulch Corp. has the proper equipment to install large quantities of mulch in a professional, timely manner. Also, by using the blown in place mulching procedure, lane closures are reduced. East Coast Mulch Corp. has worked with the City for the past sixteen (16) years under previous Cooperative contracts and they have provided excellent service.

The Parks and Recreation Department, Public Works Department, and Purchasing Division staff recommend the award for installed and bagged mulch through the Southeast Florida Governmental Purchasing Cooperative Group, city of Pompano Beach, Florida Bid No. E-04-22, to East Coast Mulch Corp. of Jupiter, Florida for Items 4, 5, 6, and 7 from date of award through November 14, 2022 and authorize the Purchasing Manager to execute any extensions. The estimated expenditure is \$132,000.

Presenting: John Norris

PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND EASTCOAST MULCH CORP. FOR MULCH – INSTALLED AND BAGGED

THIS AGREEMENT, made and entered into the _____ day of _____, 2022,
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-04-22 for Mulch – Installed and Bagged (hereinafter referred to as the “City of Pompano Beach Contract”) to CONTRACTOR; and

WHEREAS, the City of Pompano Beach Contract is effective February 14, 2022 through November 14, 2022; and

WHEREAS, the City of Pompano Beach Contract has been reviewed by City staff and staff find that the Contract provided for Mulch – Installed and Bagged; 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 – Installed and Bagged 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 February 14, 2022 through November 14, 2022, 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 the Purchasing Manager, or their designee.

C. The Contract expiration date is November 14, 2022; however, the Contract may be extended in accordance with the terms of the City of Pompano Beach Contract.

D. Notice to CITY shall be sent to:

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

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 Florida Statutes 768.28, as amended from time to time.

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 four (4) 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.ORG, 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.

REQUEST FOR NONCOMPLIANCE

(a) 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.

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

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

CIVIL ACTION

(a) 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, if:

- (1) The court determines that CONTRACTOR unlawfully refused to comply with the public records request within a reasonable time; and
- (2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that

CONTRACTOR has not complied with the request, to CITY and to CONTRACTOR.

(b) A notice complies with subparagraph (a)2. if it is sent to CITY'S custodian of public records and to CONTRACTOR at CONTRACTOR'S address listed on its contract with CITY or to CONTRACTOR'S registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) Any CONTRACTOR who complies with a public records request within eight (8) business days after the notice is sent is not liable for 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. 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.

L. 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.

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:

Sherry Whitacre

Sherry Whitacre (Mar 15, 2022 16:02 EDT)

SHERRY WHITACRE, Deputy City Attorney

EASTCOAST MULCH CORP.

By: 
Raymond Bowden (Mar 15, 2022 15:58 EDT)

Print Name: Raymond Bowden

Title: President

EXHIBIT "A"



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to rwhitcomb@greenacresfl.gov for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. E-04-22

Description/Title: Mulch - Installed and Bagged

Initial Contract Term: Start Date: 2/14/2022 End Date: 11/14/2022

Renewal Terms of the Contract: 0 Renewal Options for _____
(No. of Renewals) (Period of Time)

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

Extension / Renewal Note: _____

SECTION #1 VENDOR AWARD

Vendor Name: Eastcoast Mulch (Items 4, 5, 6, 7)

Vendor Address: PO Box 1352, Jupiter, FL 33468

Contact: George Henry, Director of Operations/Vice President

Phone: 561-627-5539 Fax: 561-972-7637

Cell/Pager: 561-262-0075 Email Address: rcmr@comcast.net

Website: www.eastcoastmulch.com FEIN: 65-0876231

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: 2/14/2022 Resolution/Agenda Item No.: N/A

Insurance Required: Yes No _____

Performance Bond Required: Yes _____ No

SECTION #3 LEAD AGENCY

Agency Name: City of Pompano Beach

Agency Address: 1190 NE 3rd Avenue, Bldg. C, Pompano Beach, FL. 33060

Agency Contact: Jeff English Email jeffrey.english@copbfl.com

Telephone: 954-786-4098 Fax: 954-786-4168

From: [Carla Byrd](#)
To: [Jeffrey English](#)
Cc: [Purchasing Bids](#)
Subject: Approve award for IFB E-04-22 Mulch - Installed and Bagged, - Cooperative Invitation for Bids - Final
Date: Tuesday, February 8, 2022 9:05:09 PM
Attachments: [Purchasing Memo 22-011 Approve Award for IFB E-04-22 Mulch Co-op.pdf](#)
[Public Works Memorandum 2022-07.pdf](#)
[E-04-22 Tabulation.pdf](#)
[Bid Award Recommendation E-04-22.pdf](#)
[image001.jpg](#)

Hi Jeff,

Based upon your facts referenced below as highlighted and in the attachments, I am approving this request; and my approval should be sufficient for this purchase based upon my delegated authority unless you can justify in writing otherwise per policies and procedures. If you are unable to provide any written justification, please proceed accordingly with this approval.

Thank you,

cid:image022.jpg@01D778EB.AD3BBCE0



From: Jeffrey English
Sent: Tuesday, February 8, 2022 6:27 PM
To: Carla Byrd <Carla.Byrd@copbfl.com>
Cc: Purchasing Bids <Purchasing@copbfl.com>
Subject: Approve award for IFB E-04-22 Mulch - Installed and Bagged, - Cooperative Invitation for Bids - Final

Invitation for Bids (IFB) E-04-22 was issued to establish a contract for the purchase of installed and bagged mulch products, to be ordered as needed. Products included in the IFB are mulch made of recycled wood dyed brown and red, and engineered wood fiber, delivered and installed.

Pompano Beach issued this IFB as the lead agency, on behalf of the City and nine (9) other governmental agencies in the South Florida Governmental Purchasing Cooperative. Primary bid award is recommended to East Coast Mulch Corp., the low responsive and responsible bidder per item. An alternate bid award is recommended to Advanced Mulch, the second low responsive and responsible bidder to be used should the material be unavailable from the primary contractors.

All awards shall be at the unit prices bid. Based upon the unit prices bid, and the City's estimated usage, the City of Pompano Beach annual expenditures for mulch products may total \$20,000.00.

The contract period is eight months, commencing upon award by the City Manager. Attached are the Purchasing and Public Works Memos, the bid award recommendation, and the tabulation. General Services Director's approval of the City's projected expenditure is requested.

Please confirm your approval by replying to this email. In accordance with the City Code of Ordinances, the concurrence of the City Manager will be requested for this authorization.

Thank you,

Jeff English
City of Pompano Beach
Purchasing Department
954-786-4098 – Office
954-786-4168 - Fax

MEMORANDUM

Purchasing #22-011
January 26, 2022

To: Gregory P. Harrison, City Manager
Through: Carla R. Byrd, General Services Director
From: Jeffrey English, Purchasing Agent
Subject: Award E-04-22 Mulch-Installed and Bagged -Cooperative Invitation for Bids

Contract Need/Background

The City of Pompano Beach (City) issued Invitation for Bids (IFB) E-04-22 to establish a contract for the purchase of installed and bagged mulch products, to be ordered as needed. Products included in the IFB are mulch made of recycled wood dyed brown and red, and engineered wood fiber, delivered and installed. Pompano Beach issued this IFB as the lead agency, on behalf of the City and nine (9) other governmental agencies in the South Florida Governmental Purchasing Cooperative (Cooperative). The estimated quantities stated in the solicitation include anticipated requirements from all of the participating agencies, including the City.

The City's Public Works Department requires mulch on an ongoing basis for use in landscaping throughout the City. The Public Works Department recommends the contract be awarded to East Coast Mulch Corp., the low bidder for each bid item as the primary contractor.

Award is also recommended to Advanced Mulch, Inc., the remaining responsive bidder for each item, to be used as alternate sources if the primary contractor is unable to supply the product. It is anticipated that most orders will be placed with the primary contractor for each item to achieve the lowest cost to the City and Cooperative.

Attached you will find copies of the memorandum and the bid award recommendation form submitted by the Public Works Department, the bid tabulation, and solicitation document.

Bidders List

The Bidders List was created by using companies suggested by the requesting department, companies that have responded to prior solicitations, companies that have requested their names be placed on the Bid List, and companies from appropriate listings in other source books.

Number of companies responding with complete bids2

Advertising

The IFB was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. The IFB was also posted in the City's eBid system for download by interested companies.

Purchasing # 22-011

Page 2

January 26, 2022

Funding

Based upon the unit prices bid, and the City's estimated usage, the City's annual expenditures for mulch products could total \$20,000.00. City purchases will be made, as needed, from budgeted funds in account, 001-3060-530.46-10, Repair & Maintenance / Land Building Improvements.

Award Recommendation

It is recommended that an eight-month contract be awarded to the low bidder per item as the primary contractor as follows: East Coast Mulch Corp., (Items 4, 5, 6, 7), An alternate award is recommended to the second low bidder, Advanced Mulch, as outlined on the bid tabulation to be used if the primary contractor is unable to supply the product.

enclosures

cc: File
Southeast Florida Governmental Purchasing Cooperative



Phone: (954) 786-4507

**City of Pompano Beach
PUBLIC WORKS DEPARTMENT**

Fax: (954) 786-4028

MEMORANDUM NO: 2022-07

DATE: January 26, 2022

TO: Carla Byrd, General Services Director

FROM: Robert McCaughan, Public Works Director *RAM*

SUBJECT: Award Bid E-04-22 Mulch – Installed and Bagged (Cooperative Bid)

On December 29, 2021 the City opened and received bids for the Mulch Cooperative Bid E-04-22. Primary bid award recommended to the low bidders per item, and alternate bid awards to the remaining responsive bidders per item.

The Grounds Maintenance Division utilizes over 4000 cubic yards of mulch annually to control weeds along our highway median flowerbeds and throughout the City. By reducing lawn maintenance crew's time spent pulling weeds, continued usage of mulch will greatly increase the Grounds Maintenance Division's productivity.

The mulch will be funded from account number 001-3040-530.46-10 Repairs & Maintenance / Lands, Buildings, & Improvements. Please have the bid award recommendation for this project placed on the agenda for approval at the next available commission meeting.

RAM:nl

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Jeff English Date 1/26/22

To: Grounds Maintenance Department Attn.: Anthony Orlando

Subject: Bid No. E-04-22 Item/service: Mulch – Installed and Bagged-Cooperative Invitation for Bids

Attached is the Bid Tabulation for subject item/service requisitioned by your department. Please complete this form in order that proper presentation and recommendations may be made to the City Commission for its approval, as appropriate. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt.

This form must be accompanied by a memorandum explaining the item/service to be purchased, what it will be used for, stating that it is either a replacement or an additional item, and any other pertinent information which might be requested by the City Commission. This memo should also contain a detailed justification if you are rejecting a low bidder (see below).

1. SOURCE OF FUNDS:

Budgeted Code: 001-3040-530.46-10

Title: Repairs & Maint/Lands Bldgs Improvement

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Low bidder per item as primary contractor with alternate award to others.

(b) Is the recommended bid the lowest bid received?

Yes X No _____

Note: If you recommend award to other than the low bidder detailed justification must be furnished for rejection of all lower bids, in an accompanying memorandum.

(c) If references were required, were they checked?

Yes X No _____ Not applicable for this bid _____

Signature: 

Date: 1/27/2022

Title: Public Works Director

(Department Head)

E-04-22

Mulch - Installed and Bagged - Cooperative Invitation for Bids

ITB

11/24/2021 10:41:05 PM (ET)

12/29/2021 02:00:00 PM (ET)

Event Number

Event Title

Event Type

Issue Date

Close Date

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
East Coast Mulch	Jupiter	FL	12/9/2021 04:10:44 PM (ET)	4	\$1,111,750.00
ADVANCED MULCH INC	PALM BEACH GARDENS	FL	12/29/2021 09:39:13 AM (ET)	3	\$1,300,000.00

1	Mulch, bagged, delivered, red			# of bags per pallet
Supplier	QTY	UOM	Unit Price	Extended
East Coast Mulch	35180	Bags	No Bid	
ADVANCED MULCH INC	35180	Bags	No Bid	
2 Mulch, bagged, delivered, brown				
Supplier	QTY	UOM	Unit Price	Extended
East Coast Mulch	45620	Bags	No Bid	
ADVANCED MULCH INC	45620	Bags	No Bid	
3 Melaleuca mulch, bagged, delivered				
Supplier	QTY	UOM	Unit Price	Extended
East Coast Mulch	200	Bags	No Bid	
ADVANCED MULCH INC	200	Bags	No Bid	
4 Engineered Wood Fiber, bulk, installed				
Supplier	QTY	UOM	Unit Price	Extended
East Coast Mulch	5450	Cubic Yards	\$40.00	\$218,000.00
ADVANCED MULCH INC	5450	Cubic Yards	No Bid	
5 Mulch, bulk, installed, brown				
Supplier	QTY	UOM	Unit Price	Extended
East Coast Mulch	23600	Cubic Yards	\$27.50	\$649,000.00
ADVANCED MULCH INC	23600	Cubic Yards	\$40.00	\$944,000.00
The minimum truckload is 50 cubic yards				
6 Mulch, bulk, installed, red				
Supplier	QTY	UOM	Unit Price	Extended
East Coast Mulch	7500	Cubic Yards	\$27.50	\$206,250.00
ADVANCED MULCH INC	7500	Cubic Yards	\$40.00	\$300,000.00
The minimum truckload is 50 cubic yards				
7 Mulch, bulk, installed, gold				
Supplier	QTY	UOM	Unit Price	Extended
East Coast Mulch	1400	Cubic Yards	\$27.50	\$38,500.00
ADVANCED MULCH INC	1400	Cubic Yards	\$40.00	\$56,000.00
The minimum truckload is 50 cubic yards				
8 Mulch, bagged, delivered, gold				
Supplier	QTY	UOM	Unit Price	Extended
East Coast Mulch	20600	Bags	No Bid	
ADVANCED MULCH INC	20600	Bags	No Bid	

Att #	Attribute Name	East Coast Mulch	ADVANCED MULCH INC
1	Delivery Time After Receipt of Order	3	5
2	Additional Items at Awarded Contract Price	3	5
3	Extension of prices, terms and conditions to other governmental entities	Yes	Yes
4	Conflict of Interest	No	No
5	Drug-Free Workplace	No	Yes
6	Terms & Conditions	Agree	Agree
1	# of bags per pallet		
2	minimum order		
1	# of bags per pallet		
2	minimum order		
1	minimum order	50 yards	
1	minimum order	50 yards	The minimum truckload is 50 cubic yards
1	minimum order	50 yards	The minimum truckload is 50 cubic yards
1	minimum order	50 yards	The minimum truckload is 50 cubic yards
1	# of bags per pallet		
2	minimum order		



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- [Division of Corporations](#)
- [Search Records](#)
- [Search by Entity Name](#)

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east coast
<input type="text" value="Search"/>

No Events **No Name History**

Detail by Entity Name

Florida Profit Corporation
EAST COAST MULCH CORP.

Filing Information

Document Number P98000099421 FEI/EIN Number 65-0876231 Date Filed 11/23/1998 State FL Status ACTIVE

Principal Address

954 Dolphin Court
JUPITER, FL 33458

Changed: 01/20/2015

Mailing Address

PO BOX 1352
JUPITER, FL 33468

Changed: 03/31/2009

Registered Agent Name & Address

BOWDEN, RAYMOND
954 Dolphin Court
JUPITER, FL 33458

Name Changed: 03/08/2004

Address Changed: 01/20/2015

Officer/Director Detail

Name & Address

Title P

BOWDEN, RAYMOND

954 Dolphin Court
JUPITER, FL 33458

Annual Reports

Report Year	Filed Date
2020	02/28/2020
2021	04/01/2021
2022	01/27/2022

Document Images

<u>01/27/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/01/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/28/2020 -- ANNUAL REPORT</u>	View image in PDF format
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<u>01/17/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/23/2016 -- ANNUAL REPORT</u>	View image in PDF format
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<u>03/17/2006 -- ANNUAL REPORT</u>	View image in PDF format
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<u>06/13/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/29/2001 -- ANNUAL REPORT</u>	View image in PDF format
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**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

BID E-04-22

Mulch – Installed and Bagged - Cooperative Invitation for Bids

November 24, 2021

The City of Pompano Beach (City) is currently soliciting for bids to establish annual contracts for the purchase of installed and bagged mulch. This is a cooperative invitation to bid issued by the City of Pompano Beach Purchasing Division on behalf of the participating Southeast Florida Governmental Purchasing Cooperative agencies for the purchase of each agency's respective estimated annual requirements for mulch products. Sealed bids will be received until **2:00:00 p.m. (local), December 29, 2021.**

Bids must be submitted electronically through the eBid System on or before the due date and time as provided herein. Responses will be electronically unsealed in a public forum and read aloud. Bid openings are open to the public. Check the City's meetings page at <https://pompanobeachfl.gov/pages/meetings>. All bidders and/or their representatives are invited to be present. Any bid received after the due date and time specified will not be considered. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

Bidders must be registered on the City's eBid System in order to view the bid documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than from the eBid System. Bidder is solely responsible for downloading all required documents.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this Invitation for Bids: Specifications/Special Conditions, General Conditions, and Line Item Pricing. Please read all sections thoroughly. Complete the solicitation in accordance with the instructions. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this solicitation, please contact Jeff English, Purchasing Agent, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this Invitation for Bids is to establish annual, open-end contracts for the purchase of mulch, delivered, in bags, or delivered and installed, as and when needed. The City of Pompano Beach is acting as the lead agency for the Southeast Florida Governmental Purchasing Cooperative (Cooperative), and this solicitation includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will, in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

B. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than one hundred twenty (120) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

C. Quantities

The total estimated annual quantity of each item is listed in the line item pricing section. No warranty or guarantee is given or implied as to the total amount to be purchased as a result of this contract. The quantities provided in this Invitation for Bids are estimates of annual usage to be used for bid comparison purposes only. Mulch will be ordered as needed.

D. Basis of Award

Bidders may bid on any or all items. The primary contract award will be made to the lowest responsive and responsible bidder per item. Alternate awards will be made to the other responsive and responsible bidders per item to provide the City and Cooperative a source of supply should the primary Contractor be unable to supply product when required. It is anticipated that most orders will be placed with the primary awardee for each item to achieve the lowest cost to the City and Cooperative.

E. Pricing

All prices bid shall be F.O.B. destination/delivered to each location, as specified on the individual order.

F. Delivery

Bidders are to provide the number of calendar days after receipt of an order required for delivery. The City seeks a source of supply that will provide accurate and timely delivery. The awarded bidder must adhere to delivery schedules. If, in the opinion of the General Services Director, the successful bidder(s) fail at any time to meet the requirements herein, including the delivery requirements, then, the contract may be cancelled upon written notice. See Section II - General Conditions, (6) "Delivery", and (10) "Default", for additional information.

Each individual participating agency will establish delivery requirements, delivery locations, and dates with the Contractor. Contractor shall await release by the authorized contact person at each agency for all shipments. Bidders must agree to accept "blanket" purchase orders, with verbal or fax requests for partial shipments, if required by the participating entities.

G. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Bidder, prior to submitting its bid, to contact the City Purchasing Division at (954) 786-4098 to determine if an addendum was issued and to make such addendum a part of its bid. An addendum will be posted to this solicitation in the eBid System.

H. Participating Agencies/Contact Persons/Delivery Locations/Special Requirements

For agencies who are participating in this solicitation refer to Attachment A - Participating Agencies.

I. Detail Specifications

1. General Wood Mulch Specifications

- a. Mulch shall be of the recycled, dyed variety and shall be free of sand, dirt, CCA treated lumber, seed, and other foreign matter. Size shall not exceed three inches (3").
- b. Colors required: Red, Brown.

2. Fibar Engineered Wood Fiber Specifications

- a. Fibar is made only from virgin wood. Fibar EWF meets all the requirements of ASTM F1292 for safety, F2075 for purity, and F1951 for wheelchair access. All testing certified by the International Play Equipment Manufacturers Association (IPEMA).
- b. Fibar is to be installed, as requested. All installation specifications detailed herein apply to this product.

Fibar is manufactured by The Fibar Group, LLC; contact information: info@fibar.com, telephone (800) 342-2721, 80 Business Park Drive, Armonk, New York, 10504.

3. Mulch, Bagged, Delivered

- a. Mulch product to be as previously specified.
- b. Mulch to be supplied in two (2) cubic foot bags. Bags to be water-resistant, delivered on pallets. There shall be no charge for pallets pending their return. Bidder to state number of bags per pallet.
- c. Delivered, pallets unloaded.

4. Mulch, Bulk, Installed

- a. Mulch product to be as previously specified.
- b. Contractor must have the ability to install a minimum of twenty (20) cubic yards within an eight (8) hour period.

The Contractor shall be fully responsible for the performance of his company and completion of all work as outlined in these specifications. The Contractor shall employ sound horticultural practices and methods standard in the industry. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms bearing the company name and all vehicles shall be likewise identifiable.

When working in traffic arterial medians, personnel are required to wear safety vests. Proper safety signage, such as “Men Working Ahead”, cones, flagmen or other warning devices should be used to alert motorists of work in the area. All signs shall be temporary and must be in accordance with the Florida Department of Transportation’s Manual on Uniform Traffic Control Devices and Safe Practices. OSHA standards shall be utilized where applicable. Installed price must include M.O.T. on roadways.

Any damage to public and/or private property, including the road, facilities, services, utilities, irrigation lines, or vegetation caused by the action of the

Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the customer. Failure to restore said property within three (3) working days following notification will result in a deduction from the vendor's invoice of customer expenses incurred through the execution of appropriate labor, material, and equipment use or rental to restore the property to its original condition.

All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the customer. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.

c. Installation Specifications

The Contractor shall be fully responsible for confirming the amount of mulch needed, coordinating delivery to the site, and for all transportation costs.

Contractor must coordinate all work with the designated agency contact. The agency reserves the right to inspect each truckload of material that is delivered to the job site prior to the material being unloaded. The Contractor shall meet with the agency contact prior to installation in order to discuss unusual needs in the area of work to be performed that day.

Mulch shall be uniformly distributed at a minimum depth of three inches (3") to a maximum depth of four inches (4") around all trees and shrubs within the maintenance area. Mulch shall extend outward for a minimum of one (1) to a maximum of two feet (2') from all shrubs and trees. A six-inch (6") band, free of mulch, shall be maintained around the tree trunks and shrubs. Mulch shall be pulled back from the base of shrubs and groundcovers.

Mulching shall be completed within thirty (30) calendar days following receipt of order unless otherwise specified on written purchase order. Should the Contractor encounter any problems that might cause a delay in mulch installation, the Contractor shall notify the agency contact within two (2) hours.

Sidewalks, paved areas, and sodded areas shall be left free of mulch at time of job completion.

5. Melaleuca Mulch Specifications

- a. During processing, raw materials shall be stacked and stored in curing piles for no less than 120 days.
 - b. Mulch shall be made entirely from the above ground portion wood and bark of the Melaleuca Quinquenervia Tree. It shall not contain more than 10% (by volume) bark and shall not contain roots or root pieces. Shreds and chips shall not be larger than 3/4 inch diameter and 1 1/2 inch in length. Mulch shall be free of weed seeds, soil and on other organic or inorganic material.
 - c. Prior to its final processing, mulch will have been inspected and certified by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, as free of burrowing nematodes. All proofs of delivery shall bear the official State of Florida stamp of inspection and verification.
 - d. Melaleuca mulch to be supplied in bulk, and in two (2) cubic foot bags. Bags to be water-resistant, delivered on pallets. There shall be no charge for pallets pending their return. Bidder to state number of bags per pallet.
6. Rubber Mulch Specifications
- a. For playground use, meeting ADA and ASTM standards. Various standard colors.
 - b. To be furnished in “super sacks”, 2,000 pounds per sack.
7. Playground Safety Wood Chips Specifications
- a. Mulch shall be made entirely from Pine and other Hardwoods and shall be free of sand, dirt, CCA treated lumber, seed, and other foreign matter. Shreds and chips shall not be larger than 3/4 inch diameter and 1 1/2 inch in length.
- Mulch shall be delivered in bulk. If installation is requested, delivery trucks must be capable of installing mulch into playground areas through use of hoses attached to blown in place systems on the trucks.
- b. Installation of Playground Chips
- Mulch shall be installed by being blown into place through hoses connected to the delivery truck.
- The Contractor shall be fully responsible for confirming the amount of mulch installed, coordinating delivery to the site, and for all transportation costs.

The Contractor must coordinate all work with the designated agency contact. The agency reserves the right to inspect each truckload of material that is delivered to the job site prior to the material being unloaded. The Contractor shall meet with the agency contact prior to installation in order to discuss unusual needs in the area of work to be performed that day.

Mulch shall be uniformly distributed in the playground area, to bring the upper surface to the height designated by the agency contact. The agency contact will designate the depth and/or cubic yards to be installed at each location. Access to playgrounds may be limited. Trucks must have sufficient length of hose to provide installation to an area 250 feet from truck.

J. Relevant Project Experience

For mulch installation, bidders shall show specific project experience as a prime Contractor for a minimum of three projects within the last three years of similar or greater complexity and cost. Reference contact information must be furnished for all mulching projects claimed as relevant experience under this requirement including: Project Name, the customer for whom the project was done, total project cost, when the project commenced and was completed, project manager with phone number. Include reference information with bid. International Play Equipment Manufacturers Association (IPEMA) certification should be submitted with bid.

K. Insurance

Contractor shall not commence services under the resulting contract until certification or proof of insurance detailing terms and provisions have been received and approved in writing by the City's Risk Manager. If you are responding to this solicitation and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Division at (954) 786-4098. If the contract has already been awarded, please direct any inquiries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

Contractor is responsible to deliver to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of the contract, the City, by and through its Risk Manager, reserves the right to review, modify, reject or accept any insurance policies required by this contract, including

limits, coverages or endorsements. City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as City’s review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under the resulting contract.

Throughout the term of the contract, Contractor and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker’s Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance.

(a) Naming the City of Pompano Beach as an additional insured as City’s interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor’s negligent acts or omissions in connection with Contractor’s performance under this Agreement.

(b) Such Liability Insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability	
	Per Occurrence	Aggregate
GENERAL LIABILITY:		
* Policy to be written on a claims occurrence basis		
	\$1,000,000	\$2,000,000
XX comprehensive form	bodily injury and property damage	
XX premises - operations explosion & collapse hazard underground hazard	bodily injury and property damage	
XX products/completed operations hazard	bodily injury and property damage combined	
XX contractual insurance	bodily injury and property damage combined	
XX broad form property damage	bodily injury and property damage combined	

Independent Contractors personal injury
 personal injury
 CG2010 ongoing operations (or its' equivalent)
 CG 2037 completed operations (or its' equivalent)
 sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and Aggregate.
 Bodily injury (each person) bodily injury (each accident),
 property damage, bodily injury and property damage
 combined.

comprehensive form
 owned
 hired
 non-owned

REAL & PERSONAL PROPERTY

* Policy to be written on a claims occurrence basis

comprehensive form Agent must show proof it has this coverage.

EXCESS / UMBRELLA LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims occurrence basis

excess/umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims made basis

professional liability		\$1,000,000	\$1,000,000
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(c) If Professional Liability Insurance is required, Proposer agrees the indemnification and hold harmless provisions of the Contract shall survive the termination or expiration of the Contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

ENVIRONMENTAL / POLLUTION LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims-made basis

XX environmental/pollution liability	\$1,000,000	\$1,000,000
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CYBER LIABILITY

	Per Occurrence	Aggregate
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* Policy to be written on a claims occurrence basis

	\$1,000,000	\$1,000,000
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___ Network Security / Privacy Liability

___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

___ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)

___ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

3. **Employer's Liability.** Contractor and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

4. **Policies:** Whenever, under the provisions of the Contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:

- a) Certificates of Insurance evidencing the required coverage;
- b) Names and addresses of companies providing coverage;
- c) Effective and expiration dates of policies; and
- d) A provision in all policies affording City thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. **Insurance Cancellation or Modification.** Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the City.

6. **Waiver of Subrogation.** Contractor hereby waives any and all right of subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then, Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such a Contractt on a pre-loss basis.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

The successful bidder shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

L. Questions And Communication

All questions regarding the solicitation are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the solicitation in the eBid System, and it is the Bidder's responsibility to obtain all addenda before submitting a response to the solicitation.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the forms furnished by the City.
 - 1.2. Bidders must submit their response via the eBid System.
 - 1.3. It will be the sole responsibility of the bidder to have its bid submitted via the eBid system before the closing hour and date shown for receipt of bids.
 - 1.4. Bidder's response shall not contain any alternation to the document posted other than entering data in spaces provided or including attachments as necessary.
 - 1.5. By submission of a response, Bidder affirms that a complete set of bid documents was obtained from the eBid System and no alteration of any kind has been made to the solicitation.
 - 1.6. Late bids will not be considered.
 - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to enter information into the eBid System and upload any required attachments and forms as specified in the solicitation.
3. Electronic Signature

Bidder acknowledges that the user identification, password, entry of the user's full name, and entry of the user's email address serves as its unique electronic signature for all bid responses and submissions as provided by 668.001, Fla. Stat. et. seq. Bidder further agrees that only individuals with signature authority will submit a response.
4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.
6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in attribute in the eBid System for consideration of award of this bid.

- 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Electronic Bid Considered an Offer

This electronic bid submitted via the eBid System is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.
9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A Contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.
12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance

- with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.
13. **Manufacturers' Certifications**
- The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.
14. **Copyrights and Patent Rights**
- Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.
15. **Laws and Regulations**
- All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.
16. **Taxes**
- The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.
17. **Conflict of Instructions**
- If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specific conditions shall govern.
18. **Exceptions to Specifications**
- For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in its bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with its bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.
19. **Warranties**
- The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. **Retention of Records and Right to Access Clause**
- The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
21. **Qualifications/Inspection**
- Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
22. **Anti-collusion Statement**
- By submitting this bid, the bidder affirms that its bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.
- Additionally, bidder agrees to abide by all conditions of this bid and certifies that it has the legal authority to submit this bid on behalf of the named bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.
23. **Indemnification**
- Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by Contractor during the performance of the Contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.
24. **Reservation for Rejections and Award**
- The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The

- City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.
25. Interpretations
- Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
26. Failure to Respond
- If you elect not to bid, please use the "No Bid" feature of the eBid System. Failure to respond, either by submitting a bid, or by submitting a "No Bid" response, may result in your name being removed from our notification list.
27. Bid Tabulations
- Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self-addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.
28. Assignment
- Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.
29. Termination for Convenience of City
- Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City, the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the Contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of the work.
30. Public Entity Crimes
- In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not

submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing Division.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. In order to have a Drug-free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

33. Invoicing/Payment
All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.

34. Optional Contract Usage
As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the Contractor's option.

35. Non Discrimination
There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the Contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor
The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

37. Costs Incurred by Bidders
All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.

38. Public Records
1) Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.

2.1) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

b. Upon request from the City's custodian of public records, provide the City with a copy of 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;

c. 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 the Contractor does not transfer the records to the City;

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

e. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE 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:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the City shall enforce the Default in accordance with the provisions set forth herein.

SECTION III – BID LINE ITEM PRICING

BID LINE ITEM PRICING MUST BE SUBMITTED ELECTRONICALLY USING THE CITY’S EBID SYSTEM.

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1	35,180 bags	mulch, bagged, delivered, red	\$ _____/bag	\$ _____
		# of bags per pallet: _____		
		minimum order: _____		
2	45,620 bags	mulch, bagged, delivered, brown	\$ _____/bag	\$ _____
		# of bags per pallet: _____		
		minimum order: _____		
3	200 bags	Melaleuca mulch, bagged, delivered	\$ _____/bag	\$ _____
		# of bags per pallet: _____		
		minimum order: _____		
4	5,450 cubic yards	Engineered Wood Fiber, bulk, installed	\$ _____/cy	\$ _____
		minimum order: _____		
5	23,600 cubic yards	mulch, bulk, installed, brown	\$ _____/cy	\$ _____
		minimum order: _____		
6	7,500 cubic yards	mulch, bulk, installed, red	\$ _____/cy	\$ _____
		minimum order: _____		
7	1,400 cubic yards	mulch, gold, installed, per cy	\$ _____/cy	\$ _____
		minimum order: _____		
8	20,600 bags	Mulch, gold, bagged, delivered,	\$ _____/bag	\$ _____
		# of bags per pallet: _____		
		minimum order: _____		

ATTRIBUTES

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE BID IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Acknowledgment of the following Addenda is noted:

Addendum Number(s) _____ Date(s) Issued _____

Delivery time after receipt of order _____ calendar days.

If awarded the contract resulting from this bid, will your company agree to sell additional items at the awarded contract price? If so state the time period in calendar days applicable for such additional purchases: _____

If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, Agreement not required for contract award.)

Yes _____ No _____

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

Yes _____ No _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program _____ No _____



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

Detail by Entity Name

Florida Profit Corporation
EAST COAST MULCH CORP.

Filing Information

Document Number P98000099421
FEI/EIN Number 65-0876231
Date Filed 11/23/1998
State FL
Status ACTIVE

Principal Address

954 Dolphin Court
JUPITER, FL 33458

Changed: 01/20/2015

Mailing Address

PO BOX 1352
JUPITER, FL 33468

Changed: 03/31/2009

Registered Agent Name & Address

BOWDEN, RAYMOND
954 Dolphin Court
JUPITER, FL 33458

Name Changed: 03/08/2004

Address Changed: 01/20/2015

Officer/Director Detail

Name & Address

Title P

BOWDEN, RAYMOND
954 Dolphin Court
JUPITER, FL 33458

Annual Reports

Report Year	Filed Date
2020	02/28/2020
2021	04/01/2021
2022	01/27/2022

Document Images

01/27/2022 -- ANNUAL REPORT	View image in PDF format
04/01/2021 -- ANNUAL REPORT	View image in PDF format
02/28/2020 -- ANNUAL REPORT	View image in PDF format
04/16/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/17/2017 -- ANNUAL REPORT	View image in PDF format
02/23/2016 -- ANNUAL REPORT	View image in PDF format
01/20/2015 -- ANNUAL REPORT	View image in PDF format
03/13/2014 -- ANNUAL REPORT	View image in PDF format
06/11/2013 -- ANNUAL REPORT	View image in PDF format
01/10/2012 -- ANNUAL REPORT	View image in PDF format
04/20/2011 -- ANNUAL REPORT	View image in PDF format
03/17/2010 -- ANNUAL REPORT	View image in PDF format
03/31/2009 -- ANNUAL REPORT	View image in PDF format
02/27/2008 -- ANNUAL REPORT	View image in PDF format
05/01/2007 -- ANNUAL REPORT	View image in PDF format
03/17/2006 -- ANNUAL REPORT	View image in PDF format
02/11/2005 -- ANNUAL REPORT	View image in PDF format
03/08/2004 -- ANNUAL REPORT	View image in PDF format
02/10/2003 -- ANNUAL REPORT	View image in PDF format
06/13/2002 -- ANNUAL REPORT	View image in PDF format
05/29/2001 -- ANNUAL REPORT	View image in PDF format
03/23/2000 -- ANNUAL REPORT	View image in PDF format
09/07/1999 -- ANNUAL REPORT	View image in PDF format
11/23/1998 -- Domestic Profit	View image in PDF format









Piggyback Agreement with Eastcoast Mulch

Final Audit Report

2022-03-15

Created:	2022-03-15
By:	Yasmin Teja (yteja@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjNIMVfmDEjzjPPDsqwUYhzhNwtwBVaUt

"Piggyback Agreement with Eastcoast Mulch" History

-  Document created by Yasmin Teja (yteja@coralsprings.org)
2022-03-15 - 7:12:40 PM GMT
-  Document emailed to Raymond Bowden (rcmr@comcast.net) for signature
2022-03-15 - 7:56:25 PM GMT
-  Email viewed by Raymond Bowden (rcmr@comcast.net)
2022-03-15 - 7:57:32 PM GMT
-  Document e-signed by Raymond Bowden (rcmr@comcast.net)
Signature Date: 2022-03-15 - 7:58:51 PM GMT - Time Source: server
-  Document emailed to Sherry Whitacre (swhitacre@coralsprings.org) for signature
2022-03-15 - 7:58:54 PM GMT
-  Email viewed by Sherry Whitacre (swhitacre@coralsprings.org)
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-  Document e-signed by Sherry Whitacre (swhitacre@coralsprings.org)
Signature Date: 2022-03-15 - 8:02:02 PM GMT - Time Source: server
-  Agreement completed.
2022-03-15 - 8:02:02 PM GMT

Summary Sheet

Agenda Item: 10.

Meeting Date: April 6, 2022

Subject: Travel Soccer Program (Robert Hunter)

Requested Action:

Request to renew the agreement for the Travel Soccer Program, RFP #20-G-154 with **RLC Management Sports Programs, Inc.** of Coral Springs, FL retroactive from April 1, 2022 through March 31, 2024 with an option to renew for one additional two-year time period and authorize the Purchasing Manager to execute and approve the remaining renewal. Funding Source: Not Applicable. Strategic Goal: An Active, Healthy Community. (REQUEST TO RENEW, AUTHORIZE RENEWALS)

Funding Source: Not Applicable

Term Or Effective Date: 04/01/2022 through 03/31/2024

Placement: Consent

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

Background / Description:

For the past two (2) years the City has contracted with RLC Management Sports Programs, Inc. of Coral Springs, Florida to provide a travel soccer program. The program has been very successful considering the achievements of the soccer teams. The program is designed for age ranges U9-U19 for both boys and girls and has a travel aspect to it. The level of competition the City competes in is based on player abilities. The program partners with existing recreation soccer programs and assists in training recreation coaches as needed and hosts clinics.

On April 1, 2020, the City Commission awarded the contract to RLC Management Sports Programs, Inc. The initial two-year term of the agreement expired on March 31, 2022 and has renewal options for two (2) additional two (2) year terms.

The Parks and Recreation Department and Purchasing Division staff recommend that the Travel Soccer Program be renewed with RLC Management Sports Programs, Inc. of Coral Springs, Florida and authorize the Purchasing Manager to execute and approve the remaining renewal.

Presenting: Robert Hunter

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS
AND RLC MANAGEMENT SPORTS PROGRAMS, INC. FOR
TRAVEL SOCCER PROGRAM**

THIS AMENDMENT TO AGREEMENT, made and entered into the _____ day
of _____, 2022, 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

**RLC MANAGEMENT SPORTS
PROGRAMS, INC.**

a Florida not for profit corporation
11340 Heron Bay Boulevard, Suite 2516
Coral Springs, Florida 33076
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on April 15, 2020, CITY entered into an Agreement with CONTRACTOR for Travel Soccer Program services (hereinafter "Agreement"); and

WHEREAS, the Agreement provides that it may be renewed for two (2) additional two (2) year terms, subject to satisfactory performance by CONTRACTOR; and

WHEREAS, the current term expires on March 31, 2022; and

WHEREAS, both parties are desirous of extending the term of the Agreement for an additional term,

WHEREAS, the City Commission concurs with the staff recommendation and deems it to be in the best interest of CITY; 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

The parties hereby renew the Agreement for an additional two (2) year term, extending the Agreement to March 31, 2024.

SECTION 3. Section 30 shall be amended to read as follows, any portion of Section 30 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.org

COPY TO: Robert Hunter, Director of Parks and Recreation
City of Coral Springs
2501 Coral Springs Drive
Coral Springs, Florida 33065
Tel.: (954) 344-1841
rhunter@coralsprings.org

SECTION 4. Section 31 is hereby created to read as follows:

FORCE MAJEURE

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.

SECTION 5. Section 32 is hereby created to read as follows:

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 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 6. Should this Agreement be renewed for the remaining renewal terms, the Purchasing Manager may renew the Agreement through a written Amendment if the yearly expenditure does not exceed their procurement authority.

SECTION 7. All other conditions and terms of the original agreement, as amended, not specifically amended herein, remain in full force and effect.

SECTION 8. **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 9. This Amendment shall be effective upon approval of CITY.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and RLC MANAGEMENT SPORTS PROGRAMS, 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:

Sherry Whitacre
Sherry Whitacre (Mar 11, 2022 10:37 EST)

SHERRY WHITACRE
Senior Deputy City Attorney

**RLC MANAGEMENT SPORTS
PROGRAMS, INC.**

By: 

Title: Director

Print Name: Laurie Thomas



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

Detail by Entity Name

Florida Not For Profit Corporation
RLC MANAGEMENT SPORTS PROGRAMS INC.

Filing Information

Document Number	N20000001900
FEI/EIN Number	85-0489106
Date Filed	02/19/2020
Effective Date	02/19/2020
State	FL
Status	ACTIVE

Principal Address

11340 HERON BAY BLVD
#2516
CORAL SPRINGS, FL 33076

Mailing Address

11340 HERON BAY BLVD
#2516
CORAL SPRINGS, FL 33076

Registered Agent Name & Address

THOMAS, LAURIE A
11340 HERON BAY BLVD
#2516
CORAL SPRINGS, FL 33076

Officer/Director Detail

Name & Address

Title PRES

THOMAS, LAURIE A, PRES
11340 HERON BAY BLVD #2516
CORAL SPRINGS, FL 33076

Title VP

THOMAS, ROGER S, VP
11340 HERON BAY BLVD #2516
CORAL SPRINGS, FL 33076

Title TREA

SIMMOND, CORLTON, TREA
2201 COUNTRYFIELD ROAD
KISSIMMEE, FL 34744

Annual Reports

Report Year	Filed Date
2021	02/03/2021

Document Images

02/03/2021 -- ANNUAL REPORT	View image in PDF format
02/19/2020 -- Domestic Non-Profit	View image in PDF format

RLC Management Sports Programs Inc. - Amendment to Agreement

Final Audit Report

2022-03-11

Created:	2022-03-11
By:	Yasmin Teja (yteja@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVcbiDSuihSNmtAtbaRxl_K2ZWY3-QJXf

"RLC Management Sports Programs Inc. - Amendment to Agree ment" History

-  Document created by Yasmin Teja (yteja@coralsprings.org)
2022-03-11 - 3:31:12 PM GMT- IP address: 24.233.167.201
-  Document emailed to Sherry Whitacre (swhitacre@coralsprings.org) for signature
2022-03-11 - 3:32:14 PM GMT
-  Email viewed by Sherry Whitacre (swhitacre@coralsprings.org)
2022-03-11 - 3:36:55 PM GMT- IP address: 206.204.32.75
-  Document e-signed by Sherry Whitacre (swhitacre@coralsprings.org)
Signature Date: 2022-03-11 - 3:37:32 PM GMT - Time Source: server- IP address: 73.0.84.138
-  Agreement completed.
2022-03-11 - 3:37:32 PM GMT

Summary Sheet

Agenda Item: 11.

Meeting Date: April 6, 2022

Subject: Minutes Approval

Requested Action: Request to approve meeting minutes of Wednesday, March 16, 2022 Regular Meeting. (REQUEST TO APPROVE)

Placement: Consent

Attachments: [Summary, March 16, 2022](#)

CITY OF CORAL SPRINGS, FLORIDA

COMMISSION MEETING

SUMMARY DRAFT

Wednesday, March 16, 2022
6:30 PM

Commission Chambers, City Hall
9500 West Sample Road

Call to Order

The meeting was called to order at 6:30 p.m. The meeting was held in the Commission Chambers at City Hall, 9500 West Sample Road, Coral Springs, Florida.

Roll Call

Present:

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

Absent:

Commissioner Nancy Metayer

Also present were City Manager Frank Babinec, City Attorney John Hearn, and City Clerk Debra Thomas.

Pledge of Allegiance

Maya Harrypersad, Kindergarten, Imagine School at Broward
Zara Persaud, Kindergarten, Imagine School at Broward

Recognitions/Proclamations/Presentations: None

Public Comment

Gisele Rahael encouraged the public to attend the Festival of the Arts.
Jessica Cordero shared concerns regarding the 5G tower being placed on the Parkland Christian Academy property.

Public Hearings/Special Meeting Announcements

1. Ordinance 2022-109, First Reading, Vacation Rentals (LDA22-0003) (Julie Krolak)

Request to hold public hearing to consider First Reading of Ordinance 2022-109, amending Section 250160 of the Land Development Code, entitled "Vacation Rentals"; and set second reading for April 6, 2022 meeting. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (REQUEST TO HOLD PUBLIC HEARING, CONSIDER, SET SECOND READING) (LDA22-0003)

City Attorney Hearn read the ordinance title. Julie Krolak, Director of Development Services, presented slides explaining the item [The presentation is included and made a part of the permanent record]. Andrew Dunkiel, Deputy City Attorney, discussed legal considerations, outlining laws limiting the city's ability to enact legislation regulating vacation rentals. Jose Campa, Code Compliance Manager,

discussed the code enforcement process for property owners who fail to comply with code requirements. Brad McKeone, Deputy Police Chief, discussed the police enforcement process when residents call in a complaint about a vacation rental property to the police department. The Commission had an opportunity to discuss and ask questions.

Public hearing was opened. Joe Morera asked whether a resident's name and address are recorded if they call the city to report a code violation relating to a vacation rental. City Attorney Hearn clarified that, by law, such complaints cannot be made anonymously unless there is an immediate health safety issue. Mr. Morera asked whether a resident's name and address are recorded if they call the city to report an unregistered vacation rental home. City Attorney Hearn clarified that if a resident calls for informational purposes and not to report a code violation, they can remain anonymous. Monica Hands of Broward, Palm Beaches and St. Lucie Realtors suggested the proposal be delayed temporarily and the second reading of the ordinance be postponed to allow the association the opportunity to discuss the ordinance with staff. Public hearing was closed. The Commission discussed the item.

Action: Ordinance 2022-109 was approved on first reading and second reading set to April 6, 2022, with a request for staff to get recommendations and suggestions from the Broward, Palm Beaches and St. Lucie Realtors and bring the suggestions back to the Commission at second reading.
Result: **Passed [Unanimous]**
Mover: Joshua Simmons
Secunder: Shawn Cerra
Ayes: Scott Brook, Joshua Simmons, Shawn Cerra, Joy Carter

Consent

2. Minutes Approval

Request to approve meeting minutes of Wednesday, February 23, 2022 Workshop and Wednesday, March 2, 2022 Regular Meeting. (REQUEST TO APPROVE)

Action: Meeting minutes of Wednesday, February 23, 2022 Workshop and Wednesday, March 2, 2022 Regular Meeting were accepted as presented.
Result: **Passed [Unanimous]**
Mover: Joshua Simmons
Secunder: Shawn Cerra
Ayes: Scott Brook, Joshua Simmons, Shawn Cerra, Joy Carter

3. Memorandum of Understanding between the City of Coral Springs and Metro-Broward Professional Firefighters Local 3080 (Dale Pazdra)

Request to ratify the MOU with the Metro-Broward Professional Firefighters Local 3080, IAFF, District 11, Coral Springs, Florida and authorize the Mayor to execute the agreements. Funding Source: Not Applicable. (REQUEST TO RATIFY) Strategic Goal: An Innovative, High Performing and Sustainable Organization

Action: The Memorandum of Understanding was ratified.
Result: **Passed [Unanimous]**
Mover: Joshua Simmons
Secunder: Shawn Cerra
Ayes: Scott Brook, Joshua Simmons, Shawn Cerra, Joy Carter

4. Sample Road ADA Ramps – Phase 1 (John Norris)

Request to award the contract for Bid #22-B-115F for Sample Road ADA Ramps – Phase 1 to **FG Construction, LLC** of Tamarac, FL, in the amount of \$82,450.63. Request to authorize the Purchasing Manager to approve Change Orders that are within the designated procurement authority up to \$45,000. Funding Source: Community Development Block Grant Funds. Strategic Goal: An Active, Healthy Community. (REQUEST TO AWARD/AUTHORIZE)

Action: The contract was awarded.
Result: **Passed [Unanimous]**
Mover: Joshua Simmons
Seconder: Shawn Cerra
Ayes: Scott Brook, Joshua Simmons, Shawn Cerra, Joy Carter

5. Sample Road ADA Ramps – Phase 2 (John Norris)

Request to award the contract for Bid #22-B-116F for Sample Road ADA Ramps – Phase 2 to **Unitec, Inc.** of North Miami, FL, in the amount of \$53,992.10. Request to authorize the Purchasing Manager to approve Change Orders that are within the designated procurement authority up to \$45,000. Funding Source: Approved Capital Budget. Strategic Goal: An Active, Healthy Community. (REQUEST TO AWARD/AUTHORIZE)

Action: The contract was awarded.
Result: **Passed [Unanimous]**
Mover: Joshua Simmons
Seconder: Shawn Cerra
Ayes: Scott Brook, Joshua Simmons, Shawn Cerra, Joy Carter

Policy Formation and Direction

6. Ordinance 2022-107, Second Reading, Amending FY21-22 Budget (John Hearn/Catherine Givens)

Request to approve and adopt on second reading Ordinance 2022-107 which amends 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 General Fund amount by Eight Million, Four Hundred Thirty Six Thousand, Eight Hundred and Sixty Seven Dollars (\$8,436,867) for a total amount of \$153,816,589, to increase the Health & Liability Fund amount by Three Million, Nine Hundred Twenty Nine Thousand, Four Hundred Nineteen Dollars (\$3,929,419) for a total amount of \$ 29,871,699 and amending Exhibit “B”, the Capital Improvement Program to increase Four Million Five Hundred and Seven Thousand, Four Hundred Forty Eight Dollars (\$4,507,448) for a total amount of \$46,578,448; first reading held March 2, 2022. (REQUEST TO APPROVE, ADOPT) Strategic Goal: An Innovative, High Performing and Sustainable Organization

City Attorney Hearn read the ordinance title.

Action: Ordinance 2022-107 was approved and adopted.
Result: **Passed [Unanimous]**
Mover: Joshua Simmons
Seconder: Shawn Cerra
Ayes: Scott Brook, Joshua Simmons, Shawn Cerra, Joy Carter

7. Resolution 2022-012, Electronic Filing of Campaign Finance Reports (Debra Thomas)

Request to approve and adopt Resolution 2022-012 creating the requirement for electronic filing of campaign finance reports. Funding Source: Approved Operating Budget. (REQUEST TO APPROVE, ADOPT) Strategic Goal: An Innovative, High Performing and Sustainable Organization

City Attorney Hearn read the resolution title. Debra Thomas, City Clerk, explained the item. The Commission had an opportunity to discuss and ask questions.

Action: Resolution 2022-012 was approved and adopted.
Result: **Passed [Unanimous]**
Mover: Joshua Simmons
Second: Joy Carter
Ayes: Scott Brook, Joshua Simmons, Shawn Cerra, Joy Carter

8. Roofing Supplies and Services, Waterproofing and Related Products and Services (John Norris)

Request to award contract for Roofing Supplies and Services, Waterproofing and Related Products and Services Via Racine County, Wisconsin Contract #PW-1925 through U.S. Communities Government Purchasing Alliance to **Garland/DBS, Inc.** of Cleveland, OH, beginning date of award through October 14, 2024 with option to renew for one (1) additional five (5) year time period for a total of eight (8) years. The estimated annual expenditure is \$1,200,000. Funding Source: Approved Capital and Operating Budgets and ARPA funds. (REQUEST TO AWARD) Strategic Goal: An Innovative, High-Performance and Sustainable Organization

Najla Zerrouki, Assistant Director of Engineering, explained the item. The Commission had an opportunity to discuss and ask questions.

Action: The contract was awarded.
Result: **Passed [Unanimous]**
Mover: Joshua Simmons
Second: Joy Carter
Ayes: Scott Brook, Joshua Simmons, Shawn Cerra, Joy Carter

9. Maplewood Roadway Resurfacing (John Norris)

Request to award the contract for Bid #22-B-067F for the Maplewood Roadway Resurfacing to **General Asphalt Co., LLC** of Miami, FL in the amount of \$828,812.92; and request to authorize the Purchasing Manager to approve Change Orders up to \$45,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing, and Sustainable Organization. (REQUEST TO AWARD, AUTHORIZE)

Najla Zerrouki, Assistant Director of Engineering, explained the item. The Commission had an opportunity to discuss and ask questions.

Action: The contract was awarded.
Result: **Passed [Unanimous]**
Mover: Joy Carter
Second: Shawn Cerra
Ayes: Scott Brook, Joshua Simmons, Shawn Cerra, Joy Carter

10. Enterprise Resource Planning (ERP) System (Robert Curnow)

Request to amend contract for RFP #18-D- 026 with **Tyler Technologies, Inc.** of Yarmouth, ME and increase the total contract spend by \$84,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AMEND)

Deputy City Manager Robert Curnow explained the item.

Action: The contract was amended.
Result: **Passed [Unanimous]**
Mover: Shawn Cerra
Seconders: Joy Carter
Ayes: Scott Brook, Joshua Simmons, Shawn Cerra, Joy Carter

11. Resolution 2022-013, Termination of the Interlocal Agreement with the Sunshine State Governmental Financing Commission (Kim Moskowitz)

Request to approve Resolution 2022-013 to terminate the Interlocal Agreement with the Sunshine State Governmental Financing Commission. Funding Source: Not Applicable. (REQUEST TO APPROVE) Strategic Goal: An Innovative, High Performing and Sustainable Organization

City Attorney Hearn read the resolution title. Kim Moskowitz, Director of Finance, explained the item.

Action: Resolution 2022-013 was approved.
Result: **Passed [Unanimous]**
Mover: Joshua Simmons
Seconders: Shawn Cerra
Ayes: Scott Brook, Joshua Simmons, Shawn Cerra, Joy Carter

12. La Boca Partners, LLC and Cornerstone Hotel, LLC License Agreement for Use of Parking Spaces on City Property (Robert Curnow)

Request to approve License Agreement with La Boca Partners, LLC and Cornerstone Hotel, LLC approving the use of parking spaces on City property for the hotel project located at 3300 University Drive (Cornerstone/Hyatt Place). Funding Source: Not Applicable. (REQUEST TO APPROVE) (CON22-0002) Strategic Goal: A Thriving, Resilient Business Community

Deputy City Manager Curnow explained the item.

Action: The License Agreement was approved.
Result: **Passed [Unanimous]**
Mover: Joshua Simmons
Seconders: Shawn Cerra
Ayes: Scott Brook, Joshua Simmons, Shawn Cerra, Joy Carter

13. Appointment, Community Redevelopment Agency Chair and Vice Chair (Kristi Bartlett)

(A) Request to accept recommendation from the Coral Springs Community Redevelopment Agency and formally designate Andrew Kasten as Chair.

(B) Request to accept recommendation from the Coral Springs Community Redevelopment Agency and formally designate Lorna Brown-Burton as Vice Chair. Funding Source: Not Applicable. Strategic Goal: A Thriving, Resilient Business Community. (REQUEST TO ACCEPT, DESIGNATE)

Kristi Bartlett, Director of Economic Development, explained the item. The Commission discussed the item.

Action: Andrew Kasten was designated as Chair and Lorna Brown-Burton as Vice Chair of the Community Redevelopment Agency.
Result: **Passed [Unanimous]**
Mover: Shawn Cerra
Second: Joshua Simmons
Ayes: Scott Brook, Joshua Simmons, Shawn Cerra, Joy Carter

14. Appointment, Unsafe Structures Board (Alexander Hernandez)

Request to consider appointment of Ahmed Hassan to the Registered Engineer seat of the Unsafe Structures Board. (REQUEST TO APPOINT)

Action: Ahmed Hassan was appointed to the Registered Engineer seat of the Unsafe Structures Board.
Result: **Passed [Unanimous]**
Mover: Joy Carter
Second: Shawn Cerra
Ayes: Scott Brook, Joshua Simmons, Shawn Cerra, Joy Carter

15. Appointment, Public Art Committee (Julie Krolak)

Request to consider appointment of Maria Antonatos to the Business Community seat of the Public Art Committee. (REQUEST TO APPOINT)

Action: Maria Antonatos was appointed to the Business Community seat of the Public Art Committee.
Result: **Passed [Unanimous]**
Mover: Joy Carter
Second: Joshua Simmons
Ayes: Scott Brook, Joshua Simmons, Shawn Cerra, Joy Carter

16. Appointment, Multi-Cultural Advisory Committee (Dale Pazdra)

Request to consider appointment of Iman Ahmad to the Multi-Cultural Advisory Committee. (REQUEST TO APPOINT)

Action: Iman Ahmad was appointed to the Multi-Cultural Advisory Committee.
Result: **Passed [Unanimous]**
Mover: Joy Carter
Second: Joshua Simmons
Ayes: Scott Brook, Joshua Simmons, Shawn Cerra, Joy Carter

Commission Communications

Members of the Commission each addressed the community, noting past and future special events and providing their contact information. Additional topics include:

- There was consensus to recognize Kalyssa Bayne.
- There was a request to help support local elected officials in Ukraine.
- ARPA funds were discussed.
- City Manager Babinec stated that Alexander Falcone, Director of Emergency Management, Special Events and City Security, would add an event for Vietnam Veteran's Day to the budget process for next year.
- There was a suggestion to utilize social media to alleviate residents' concerns regarding construction and traffic.

17. Consensus for Recognition: Private Kayla Serra (Mayor Brook)

There was consensus to recognize Private Kayla Serra.

City Manager's Communication

City Manager Babinec announced that the COVID-19 vaccination site would be closing on March 20, 2022. He noted that Clyde Parry was retiring as Police Chief in June, and Melissa Heller would be retiring as Deputy City Manager in the summer.

City Attorney's Communication

City Attorney Hearn addressed concerns raised during Public Comment regarding cell towers, noting that the towers meet the state and federal regulations and that the city is preempted from taking any action against the installation of towers by the Federal Telecommunications Act of 1996.

18. Resolution 2022-008, Authorizing the Sale and Conveyance of Property

City Attorney Hearn read the resolution title and explained the item.

Action:	Resolution 2022-008 was approved.
Result:	Passed [Unanimous]
Mover:	Joy Carter
Secunder:	Joshua Simmons
Ayes:	Scott Brook, Joshua Simmons, Shawn Cerra, Joy Carter

Adjournment

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

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.

Summary Sheet

Agenda Item: 12.

Meeting Date: April 6, 2022

Subject: Water Meter Fittings and Water Line Accessories (John Norris)

Requested Action:

Request to renew contract for Water Meter Fittings and Water Line Accessories through the Southeast Florida Governmental Purchasing Cooperative Group, City of Deerfield Beach, Florida ITB #2018-19/12 with **Core & Main LP** of Oakland Park, FL; **Empire Pipe and Supply Co., Inc.** of Sanford, FL; **Ferguson Waterworks** of Pompano Beach, FL; **Fortiline, Inc.** of Concord, NC; and **Lehman Pipe and Supply, Inc.** of Miami, FL retroactive from March 6, 2022 through March 5, 2023 with two (2) one-year renewal options available and authorize the Purchasing Manager to execute and approve all renewals. The estimated annual expenditure for this contract is \$165,000. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO RENEW, AUTHORIZE)

Funding Source: Approved Operating Budget

Term Or Effective Date: March 6, 2022 through March 5, 2023

Placement: Consent

Attachments: [#1 - Co-Op Contract Renewal](#)

Background / Description:

The Public Works Department and Central Stores Division have an ongoing need to purchase water meter fittings and water line accessories. These supplies are issued to the Public Works Utilities Division to be utilized in day-to-day installations and operations throughout the City.

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 the members to achieve the best pricing under a term contract. The use of the Co-Op 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 Deerfield Beach, Florida acting as lead agency, issued a bid for Water Meter Fittings and Water Line Accessories. As one of the Broward County government agencies participating in this bid, the City receives the best available pricing for this commodity as there are no other governmental contracts available in this area of this size.

The City of Coral Springs has participated with the Co-Op for this contact for the past 23 years. The contract establishes discounts from published list prices. This approach provides sourcing flexibility should the lowest cost vendor in any category be unable to supply equipment in a timely manner.

The Public Works Department, Central Stores Division, and Purchasing Division staff, recommend that the contract for Water Meter Fittings and Water Line Accessories through the Southeast Florida Governmental Purchasing Cooperative Group, city of Deerfield Beach, Florida ITB #2018-19/12 be renewed with Core & Main LP of Oakland Park, Florida; Empire Pipe and Supply Co., Inc. of Sanford,

Florida; Ferguson Waterworks of Pompano Beach, Florida; Fortiline, Inc. of Concord, North Carolina; and Lehman Pipe and Supply, Inc. of Miami, Florida retroactive from March 6, 2022 through March 5, 2023 with two (2) one (1) year renewal options available and authorize the Purchasing Manager to execute and approve all renewals. The estimated annual expenditure for this contract is \$165,000.

Presenting: John Norris



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to rwhitcomb@greenacresfl.gov for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 2

BID/RFP No. ITB #2018-19/12

Description/Title: Water Meter Fittings and Water Line Accessories

Initial Contract Term: Start Date: March 6, 2019 End Date: March 5, 2022

Renewal Terms of the Contract: 3 Renewal Options for 1 Year
(No. of Renewals) (Period of Time)

Renewal No. 1 Start Date: March 6, 2022 End Date: March 5, 2023

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

SECTION #1 VENDOR AWARD

Vendor Name: Core & Main LP

Vendor Address: 4310 NW 10th Avenue, Oakland Park, FL 33309

Contact: Susan Reed

Phone: 407-383-7008 Fax: _____

Cell/Pager: _____ Email Address: susan.reed@coreandmain.com

Website: _____ FEIN: 03-0550887

VENDOR AWARD

Vendor Name: Empire Pipe and Supply

Vendor Address: 40 Keys Court, Sanford, FL 32773

Contact: John Kuehne / James Mathis

Phone: 407-295-2400 Fax: _____

Cell/Pager: _____ Email Address: jkuehne@empirepipe.com

Website: _____ FEIN: 20-5330433

VENDOR AWARD

Vendor Name: Ferguson Waterworks
 Vendor Address: 1950 NW 18th Street, Pompano Beach, FL 33069
 Contact: Drew Petonick
 Phone: 954-973-8100 Fax: 954-971-3134
 Cell/Pager: 561-718-1037 Email Address: drew.petonick@ferguson.com
 Website: _____ FEIN: 54-0819190

VENDOR AWARD

Vendor Name: Fortiline, Inc.
 Vendor Address: 7025 Northwinds Drive NW, Concord, NC 28147
 Contact: Sheri Smith
 Phone: 704-788-9859 Fax: 704-788-9894
 Cell/Pager: _____ Email Address: sheri.smith@fortiline.com
 Website: _____ FEIN: 57-0819190

VENDOR AWARD

Vendor Name: Lehman Pipe and Supply
 Vendor Address: 3575 NW 36th Street, Miami, FL 33142
 Contact: Josh Aberman
 Phone: 305-576-3054 Fax: _____
 Cell/Pager: _____ Email Address: josh@lehmanpipe.com
 Website: _____ FEIN: 59-0576183

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: March 6, 2019 Resolution/Agenda Item No.: 2019/024
 Insurance Required: Yes No _____
 Performance Bond Required: Yes _____ No

SECTION #3 LEAD AGENCY

Agency Name: City of Deerfield Beach
 Agency Address: 401 SW 4th Street, Deerfield Beach, FL 33441
 Agency Contact: Paul Collette, Buyer Email pcollette@deerfield-beach.com
 Telephone: 954-480-4418 Fax: _____

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and CORE AND MAIN LP. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on March 6, 2022 and will expire on March 5, 2023. (Two (2) one (1) year renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

_____ na _____

DocuSigned by:
David Santucci
By: _____
DAVID SANTUCCI, CITY MANAGER

_____ na _____

Date: 3/3/2022 _____

ATTEST:

DocuSigned by:
Samantha Gillyard

SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka

ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

Core & Main LP
(Name of Corporation)

na
(Witness)

DocuSigned by:
Susan Reed
(Signature)

na
(Corporate Seal, if applicable)

Susan Reed, Municipal Sales Coordinator
(Type Name/Title Signed Above)

Date: 3/1/2022

AMENDMENT TO CONTRACT NO. 1

This Amendment to Contract (“Amendment”), made and entered into the 6th day of March 2022 by and between:

CITY OF DEERFIELD BEACH, FLORIDA
A municipal Corporation
150 NE 2nd Avenue
Deerfield Beach, FL 33441
(hereinafter referred to as “CITY”)

AND

CORE & MAIN, LP
4310 NW 10th Avenue
Oakland Park, FL 33309
(hereinafter referred to as “CONTRACTOR”)

WHEREAS, the CITY issued ITB #2018-19/12 for Water Meter Fittings and Water Line Accessories (the “ITB”); and

WHEREAS, on March 5, 2019, the CITY entered into a Contract with CONTRACTOR, to provide Water Meter Fittings and Water Line Accessories (the “Product”), in accordance with the terms and conditions of the ITB (the “Contract”); and

WHEREAS, the Contract is a Co-operative Contract with the CITY as the lead agency and other participating Southeast Florida Governmental Purchasing Co-operative Group agencies; and

WHEREAS, the CITY received a price adjustment request from the CONTRACTOR; and

WHEREAS, pursuant to Section IV – Special Terms and Conditions, Item 8. Price Adjustments of the ITB, the CONTRACTOR may request price adjustments for approval from the CITY. The price adjustment will change from a percentage discount to a list plus percentage for the Product; and

WHEREAS, in the best interests of the CITY and Co-operative agencies, the CITY accepted the price adjustments with CONTRACTOR for the Product, which is attached herein as ATTACHMENT “A”, with the initial Contract terms, conditions, and specifications remaining the same; and

WHEREAS, the CITY and majority of the participating Co-operative agencies agreed to continue to participate on the Contract with the price adjustment; and

WHEREAS, the price increase shall take effect as of March 6, 2022 as outlined on ATTACHMENT “A.”

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 acknowledges, the parties agree as follows:

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. The Contract is amended to include and incorporate ATTACHMENT “A” and the price adjustments set forth therein the Contract. The price adjustments set forth in

ATTACHMENT "A" shall supersede the current contract percentage discounts as set forth in CONTRACTOR's original bid response on February 4, 2019.

Section 3. All other conditions and terms of the original Contract, not specifically amended herein, remain in full force and effect.

Section 4. Should any part, term and provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected hereby.

Section 5. Neither CITY nor their officers, agents and/or employees have made any representation or promises except as expressly set forth in this Amendment.

Section 6. This Amendment shall be effective as of March 6, 2022.

CONTRACTOR

ATTEST:

(Secretary)

(Corporate Seal, if applicable)

Core & Main LP

(Name of Corporation)

DocuSigned by:
By Susan Reed
D1E7235F9528401 (Signature)

Susan Reed Susan Reed, Municipal Sales

(Type Name/Title Signed Above)

Date: 3/1/2022

CITY OF DEERFIELD BEACH

Witnesses:

DocuSigned by:
By David Santucci
6E00D98DCB4541B
DAVID SANTUCCI, CITY MANAGER

Date: 3/3/2022

ATTEST:

DocuSigned by:
Samantha Gillyard
23C6C6AC382D4C4
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka
15C440798059A0C4...
ANTHONY C. SOROKA, CITY ATTORNEY

ATTACHMENT "A"
(PRICE ADJUSTMENTS)

Water Meter Fittings and Water Line Accessories ITB #2018-19/12 Core & Main LP - Price Adjustments (3/6/2022)		
Product Groups	Current Percentage Discounts / List Plus Percentage	Price Adjustments Market List Plus Percentage
Group #1 – Adapters	Mueller - 41%	Mueller - Market List plus 11%
Group #2 - Meter Boxes	Carson - 37% CDR - 52% Ford - 48% Highline - 54% Mueller - 16%	Carson - Market List plus 11 % CDR - Market List plus 11% Ford - Market List plus 11% Highline - Market List plus 11% Mueller - Market List plus 11%
Group #3 – Clamps	Ford - 44% Hymax - 46% Mueller - 41% Romac - 64% Smith-Blair - 71% Total Piping - 57%	Ford - Market List plus 11% Hymax - Market List plus 11% Mueller Market List plus 11% Romac - Market List plus 11% Smith-Blair -Market List plus 11% Total Piping - Market List plus 11%
Group #4 - Connectors, Hose	Ford - 48%	Ford - Market List plus 11%
Group #5 - Corporation Stops	No Award	No Award

Group #6 - Couplings	BMI - 74% Dresser - 26% JCM - 63% Lee Brass - 85% Smith-Blair - 72% Total Piping - 57%	BMI - Market List plus 11% Dresser - Market List plus 11% JCM - Market List plus 11% Lee Brass - Market List plus 11% Total Piping - Market List plus 11% Smith Blair - Market List plus 11%
Group #7 - Curb Stops	No Award	No Award
Group #8 - Elbows	BMI - 74% Mueller - 41% Spear - 50%	BMI - Market List plus 11% Mueller Market List plus 11% Spears - Market List plus 11%
Group #9 - Flanges	Buy Wholesale - List plus 11% Ford - 48% Lee Brass - 59% Matco-Norca - 73% Mueller - 41%	Buy Wholesale - Market List plus 11% Ford - Market List plus 11% Lee Brass - Market List plus 11% Matco-Norca - Market list plus 11% Mueller - Market List plus 11%
Group #10 - Hose Bibs	American Valve - 54% Matco-Norca - 59% Mueller - 41%	American Valve - Market List plus 11% Matco-Norca - Market List plus 11% Mueller - Market List plus 11%
Group #11 - Idler Pipes	Ford - 48%	Ford - Market List plus 11%
Group #12 - Insert Stiffeners	Buy Wholesale - List plus 11%	Buy Wholesale - Market List plus 11%
Group #13 - Meter Stops	No Award	No Award
Group #14 - Nipples, Brass	No Award	No Award
Group #15 - Pieces, Branch	No Award	No Award
Group #16 - Plugs, Standard Brass	BMI - 74% Muller - 41%	BMI - Market List plus 11% Mueller - Market List plus 11%

Group #17 - Poly-Adapters x Compression Brass	No Award	No Award
Group #18 - Reducer Bushings	BMI - 74% Lee Brass - 85% Mueller - 41% Spear - 50%	BMI - Market List plus 11% Lee Brass - Market List plus 11% Mueller - Market list plus 11%, Spears - Market List plus 11%
Group #19 - Meter Resetters	No Award	No Award
Group #20 - Service Saddles	Ford - 48% Mueller - 41% Romac - 64% Total Piping - 57%	Ford - Market List plus 11% Mueller Market List plus 11% Romac - Market List plus 11% Total Piping - Market List plus 11%
Group #21 - Tees	BMI - 74% Lee Brass - 85% Mueller - 41% Spear - 50%	BMI - Market List plus 11% Lee Brass - Market List plus 11% Mueller - Market list plus 11% Spears - Market List plus 11%
Group #22 - Tubing	Charter Plastic - 15% Copper - List plus 12% Endot Industries - List plus 11%	Charter Plastic - Market List plus 15% Copper - Market List plus 12% Endot Industries - Market List plus 11%
Group #23 - U-Branches	No Award	No Award
Group #24 - Valves	American Valve - 54% Clow - 71% Matco-Norca - 70% Multi Fittings - 65% Spears - 37%	American Valve - Market List plus 11% Clow - Market List plus 11% Matco Norca - Market List plus 11% Multi Fitting Market List plus 11% Spears - Market List plus 11%
Group #25 - Washers	Buy Wholesale - List plus 20%	Buy Wholesale - Market List plus 20%

Group #26 - Yokes	Ford - 48% Mueller - 41%	Ford - Market List plus 11% Mueller - Market List plus 11%
Group #27 - Megalugs	Romac - 53% Star - 65%	Romac - Market List plus 11% Star - Market list plus 11%
Group #28 - Grip Rings 4"-12"	Smith-Blair - 50%	Smith Blair - Market List plus 11%
Group #29 - Ductile	Star - 65% US Pipe - 46%	Star - Market list plus 11% US Pipe - Market List plus 11%
Group #30 Backflow Preventers and Pressure Valves	Apollo - 85% Watts - 46%	Apollo - Market List plus 11% Watts - Market List plus 11%
Group #31 Lead Free Brass Caps	Lee Brass-Domestic - 85%	Lee Brass Domestic - Cost plus 11%
Value Added Items		
Apollo	Large PF - 77% Parts & kts - 46% Air Gap Drain Kit - 77%	Apollo - Market List plus 11% Parts & Kits - Market List plus 11% Air Gap - Market List plus 11%
Charlotte Pipe	PVC Pipe - List plus 11%	PVC Pipe - Market List plus 11%
Clow	R/W 14-24 OS&Y - 42% Fire Hydrants Medallion - 64% Eddy - 64% Extentions Kits - 49% Repair Kits - 29% Repair Parts (valves & all others) - 29%	R/W 14-24 OS&Y - Market List plus 11% Fire Hydrants Medallion - Market List Plus 11% Eddy - Market List plus 11% Extentions Kits - Market List plus 11% Repair Kits - Market List plus 11% Repair Kits (valves & all others) - Market List plus 11%

Ford	Uniflange - 48%	Uniflange - Market List plus 11%
Multi Fittings	SDR 35 SW 4"-8", 10", 12" Gasket 10", 12" - 80% SDR 26 HW Gasket 4"-8", 10"-12" - 80% IPS 21 - 68% Pressure 4"-8", 10", 12", 14" and up - 67% Non-pressure 4"-8" AKA 4"-8" CIOD - 74%	SDR 35 SW 4"-8", 10", 12" Gasket 10", 12" - Market List plus 11% SDR 26 HW Gasket 4"-8", 10"-12" - Markt List plus 11% IPS 21 - Market List plus 11% Pressure 4"-8", 10", 12" 14" and up - Market List plus 11% Non-pressure 4"-8" AKA 4"-8" CIOD - Market List plus 11%
Smith-Blair	Redi Clamps - 67% 300 Series Bronze Saddles - 71% 320 Series Service Saddles - 54% 421 Top Bolt Couplings 53%	Redi Clamps - Market List plus 11% 300 Series Bronze Saddles - Market List plus 11% 320 Series Service Saddles - Market List plus 11% 421 Top Bolt Couplings - Market List plus 11%
Spear	Sch 80 fittings thru 8" - 75%	Sch 80 fittings thru 8" - Market List plus 11%
Total Piping	Triple Tap MJ Tapping Sleeve 4"-30" - 57% Triple Tap Line Stop Fitting Threaded & Push plug 4" - 24" - 57%	Triple Tap MJ Tapping Sleeve 4"-30" - Market List plus 11% Triple Tap Line Stop Fitting Threaded & Push plug 4" - 24" - Market List plus 11%
Wagner	Brass tags - 43%	Brass tags - Market List plus 11%

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and EMPIRE PIPE AND SUPPLY. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

- Section 1.** The above referenced Whereas clauses are true and correct and made a part hereof.
- Section 2.** The contract renewal term shall begin on March 6, 2022 and will expire on March 5, 2023. (Two (2) one (1) year renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.
- Section 3.** All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

_____ na _____

_____ na _____

DocuSigned by:
David Santucci
By: _____
DAVID SANTUCCI, CITY MANAGER

Date: 3/4/2022 _____

ATTEST:

DocuSigned by:
Samantha Gillyard

SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka

ANTHONY SOROKA, CITY ATTORNEY

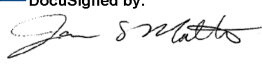
CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

Empire Pipe & Supply Company Inc
(Name of Corporation)

na
(Witness)

DocuSigned by:

By 89681D16987844F...
(Signature)

na
(Corporate Seal, if applicable)

James Mathis
(Type Name/Title Signed Above)

Date: 2/16/2022

AMENDMENT TO CONTRACT NO. 1

This Amendment to Contract (“Amendment”), made and entered into the 6th day of March 2022 by and between:

CITY OF DEERFIELD BEACH, FLORIDA
A municipal Corporation
150 NE 2nd Avenue
Deerfield Beach, FL 33441
(hereinafter referred to as “CITY”)

AND

EMPIRE PIPE AND SUPPLY
40 Keys Court
Sanford, FL 32773
(hereinafter referred to as “CONTRACTOR”)

WHEREAS, the CITY issued ITB #2018-19/12 for Water Meter Fittings and Water Line Accessories (the “ITB”); and

WHEREAS, on March 5, 2019, the CITY entered into a Contract with CONTRACTOR, to provide Water Meter Fittings and Water Line Accessories (the “Product”), in accordance with the terms and conditions of the ITB (the “Contract”); and

WHEREAS, the Contract is a Co-operative Contract with the CITY as the lead agency and other participating Southeast Florida Governmental Purchasing Co-operative Group agencies; and

WHEREAS, the CITY received a price adjustment request from the CONTRACTOR; and

WHEREAS, pursuant to Section IV – Special Terms and Conditions, Item 8. Price Adjustments of the ITB, the CONTRACTOR may request price adjustments for approval from the CITY. The price adjustment will change from a percentage discount to a list plus percentage for the Product; and

WHEREAS, in the best interests of the CITY and Co-operative agencies, the CITY accepted the price adjustments with CONTRACTOR for the Product, which is attached herein as ATTACHMENT “A”, with the initial Contract terms, conditions, and specifications remaining the same; and

WHEREAS, the CITY and majority of the participating Co-operative agencies agreed to continue to participate on the Contract with the price adjustment; and

WHEREAS, the price increase shall take effect as of March 6, 2022 as outlined on ATTACHMENT “A.”

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 acknowledges, the parties agree as follows:

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. The Contract is amended to include and incorporate ATTACHMENT “A” and the price adjustments set forth therein the Contract. The price adjustments set forth in

ATTACHMENT "A" shall supersede the current contract percentage discounts as set forth in CONTRACTOR's original bid response on February 4, 2019.

Section 3. All other conditions and terms of the original Contract, not specifically amended herein, remain in full force and effect.

Section 4. Should any part, term and provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected hereby.

Section 5. Neither CITY nor their officers, agents and/or employees have made any representation or promises except as expressly set forth in this Amendment.

Section 6. This Amendment shall be effective as of March 6, 2022.

CONTRACTOR

ATTEST:

na
(Secretary)

na
(Corporate Seal, if applicable)

Empire Pipe & Supply Company Inc

(Name of Corporation)

DocuSigned by:
James Mathis
By: _____
89681D16987844E
(Signature)

James Mathis Vice President

(Type Name/Title Signed Above)

Date: 3/4/2022

CITY OF DEERFIELD BEACH

Witnesses:

na

na

DocuSigned by:
David Santucci
By: _____
6500D88DC845419
DAVID SANTUCCI, CITY MANAGER

Date: 3/4/2022

ATTEST:

DocuSigned by:
Samantha Gillyard

23C6C6AC382D4C4
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka

5CAA04137D59A4C4
ANTHONY C. SOROKA, CITY ATTORNEY

**ATTACHMENT "A"
(PRICE ADJUSTMENTS)**

Water Meter Fittings and Water Line Accessories ITB #2018-19/12 Empire Pipe and Supply - Price Adjustments (3/6/2022)		
Product Groups	Current Percentage Discounts	Price Adjustments Percentage Discounts
Group #2 - Meter Boxes	DFW Series A - 62% DFW Series C - 70.5% DFW Series J - 56.5%	DFW Series A - 59% DFW Series C - 21% DFW Series J - (Deleted from Contract)
Value Added Items		
Romac	Romagrips - 44.5%	Romagrips - (Deleted from Contract)

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and FERGUSON WATERWORKS. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

- Section 1.** The above referenced Whereas clauses are true and correct and made a part hereof.
- Section 2.** The contract renewal term shall begin on March 6, 2022 and will expire on March 5, 2023. (Two (2) one (1) year renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.
- Section 3.** All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

DocuSigned by:
David Santucci
 By: _____
 DAVID SANTUCCI, CITY MANAGER

Date: 3/4/2022 _____

ATTEST:

DocuSigned by:
Samantha Gillyard

 SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka

 ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

Ferguson Enterprises LLC
(Name of Corporation)

na
(Witness)

DocuSigned by:
By Matt Gracie
(Signature)

na
(Corporate Seal, if applicable)

Matt Gracie/ Sales
(Type Name/Title Signed Above)

Date: 2/1/2022

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and FORTILINE INC. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

- Section 1.** The above referenced Whereas clauses are true and correct and made a part hereof.
- Section 2.** The contract renewal term shall begin on March 6, 2022 and will expire on March 5, 2023. (Two (2) one (1) year renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.
- Section 3.** All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

_____ na _____

_____ na _____

DocuSigned by:
David Santucci
By: _____
6F90D88DGB46419
DAVID SANTUCCI, CITY MANAGER

Date: 3/4/2022

ATTEST:

DocuSigned by:
Samantha Gillyard

2806C6A0382D4E4
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka

5CA90437D6944E4
ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

Fortiline, Inc.

(Name of Corporation)

na
(Witness)

DocuSigned by:
By John Tomasso, VP

(Signature)

na
(Corporate Seal, if applicable)

John Tomasso, VP

(Type Name/Title Signed Above)

Date: 2/14/2022

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and LEHMAN PIPE AND SUPPLY. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

- Section 1.** The above referenced Whereas clauses are true and correct and made a part hereof.
- Section 2.** The contract renewal term shall begin on March 6, 2022 and will expire on March 5, 2023. (Two (2) one (1) year renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.
- Section 3.** All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

_____ na _____

DocuSigned by:
David Santucci
By: _____
6E00D88DCB45419...
DAVID SANTUCCI, CITY MANAGER

_____ na _____

Date: 3/4/22

ATTEST:

DocuSigned by:
Samantha Gillyard

23C6C6AC382D4C4...
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka

5CAA0437D59A4C4...
ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

LEHMAN PIPE AND PLUMBING SUPPLY
(Name of Corporation)

na
(Witness)

DocuSigned by:
By Josh Aberman
(Signature) 66F4A84E78A4441...

na
(Corporate Seal, if applicable)

Josh Aberman EVP
(Type Name/Title Signed Above)

Date: 3/3/2022

Summary Sheet

Agenda Item: 13.

Meeting Date: April 6, 2022

Subject: Body Armor Products (Clyde Parry)

Requested Action: Request to amend contract for Body Armor Products under National Association of State Procurement Officials (NASPO) Contract #46151500-NASPO-21-ACS to **GH Armor Systems, Inc.** of Dover, TN through their local distributor, GL Distributors, Inc. of Pembroke Pines, FL in the amount of \$40,000. The amended estimated annual expenditure is \$100,000. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing Sustainable Organization. (REQUEST TO AMEND, APPROVE)

Funding Source: Approved Operating Budget

Placement: Consent

Attachments: [Summary Sheet](#)

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: April 6, 2022
Department: Financial Services
Initiated By: Nick Orcutt
DOC ID: 704

SUBJECT: Body Armor Products (Clyde Parry)

PLACEMENT: Consent

REQUESTED ACTION: Request to amend contract for Body Armor Products under
(INCLUDE CONTRACT National Association of State Procurement Officials (NASPO)
START/TERM DATES) Contract #46151500-NASPO-21-ACS to **GH Armor Systems, Inc.** of Dover, Tennessee through their local distributor, GL Distributors, Inc. of Pembroke Pines, Florida in the amount of \$40,000. The amended estimated annual expenditure is \$100,000. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AMEND/ APPROVE)

BACKGROUND / DESCRIPTION:

For several years, the City has utilized the National Association of State Procurement Officials (NASPO) Contract for the purchase of Body Armor. The utilization of the NASPO contract allows the City the ability to take advantage of lower costs available through competitive pricing based on large volume discounts and economies of scale, while reducing administrative costs of project solicitation. By utilizing the NASPO contract the City receives a discount of 42% off list price for body armor products.

GH Armor Systems, Inc. (GH Armor) is the manufacturer of Gator Hawk body armor and will not sell directly to the City, but only through their local distributor, GL Distributors, Inc. The Gator Hawk brand is an approved body armor brand by the Coral Springs Police Department. The majority of body armor purchased by the City under this contract consists mainly of the ballistic panels and vest carriers. The ballistic panels have a useful life of four (4) years.

In 2013, the Police Department began transitioning to a new uniform which incorporates an outer vest carrier. The life expectancy of the vest carriers is eighteen to twenty-four months. They are replaced as needed. GH Armor is the only vendor which carries the outer vest carrier as well as the ballistic panels worn by members of the City's Police Department. GL Distributors, Inc. comes onsite to measure each officer for new body armor on an as needed basis for all body armor purchases, ballistic panels and outer vest carriers.

Due to the City's increased need for body armor products from increasing police staff, and price changes caused by current marketplace increases, the Police Department is requesting additional funds.

The Police Department and the Purchasing Division staff recommend amending the contract for Body Armor Products under National Association of State Procurement Officials (NASPO) Contract #46151500-NASPO-21-ACS to GH Armor Systems, Inc. of Dover, Tennessee through their local distributor, GL Distributors, Inc. of Pembroke Pines, Florida in the amount of \$40,000. The amended estimated annual expenditure is \$100,000.

Summary Sheet

Agenda Item: 14.

Meeting Date: April 6, 2022

Subject: Pavement Evaluation Consulting Services (John Norris)

Requested Action: Request to award contract #22-B-187M for Pavement Evaluation Consulting Services via Pinellas Park, Florida RFP #18-006 to **Transmap Corporation** of Columbus, OH from date of award through August 30, 2024 for a total expenditure of \$65,000 and authorize the Purchasing Manager to approve Change Orders that are within the designated procurement authority up to \$45,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD, AUTHORIZE)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: [Summary Sheet](#)
[#1 - Piggyback Agreement with Transmap Corporation](#)
[Exhibit A upon request form](#)

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: April 6, 2022
Department: Financial Services
Initiated By: Miguel Machuca
DOC ID:707

SUBJECT: Pavement Evaluation Consulting Services (John Norris)

PLACEMENT: Consent

REQUESTED ACTION: Request to award contract #22-B-187M for Pavement Evaluation Consulting Services via Pinellas Park, Florida RFP #18-006 to **Transmap Corporation** of Columbus, Ohio from date of award through August 30, 2024 for a total expenditure of \$65,000. Request to authorize the Purchasing Manager to approve Change Orders that are within the designated procurement authority up to \$45,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD/AUTHORIZE)

(INCLUDE CONTRACT START/TERM DATES)

ATTACHMENTS: #1 – Piggyback Agreement with Transmap Corporation

BACKGROUND / DESCRIPTION:

The Public Works Streets Division has a need to procure a qualified vendor to provide the City with Pavement Evaluation Consulting Services. The City needs to update the current Pavement Management System in order to properly budget and plan the maintenance and resurfacing of roadways within the City.

Pinellas Park, Florida currently has a contract in place that was competitively solicited and awarded to Transmap Corporation (Transmap) to provide Pavement Evaluation Consulting Services. The Pinellas Park, Florida contract with Transmap is in effect until August 30, 2024. By utilizing the Pinellas Park contract, the City can quickly and efficiently conduct the needed pavement evaluation to get a better understanding on what areas that the annual resurfacing project need to focus on.

Transmap Corporation (Transmap) will evaluate the current structural and functional conditions of the roadways. This is done by utilizing a Pavemetrics Laser Crack Measurement System that is equipped with the most advanced laser line projectors, high speed cameras and optics to acquire three dimensional profiles of all roads. This evaluation will provide the City with a Pavement Condition Index (PCI) score for every subdivision within the City. By acquiring these scores, the City can properly budget and plan annual resurfacing projects.

Pinellas Park is satisfied with the services provided by Transmap as they have performed well and in a timely manner. The City also utilized Transmap in 2015 for Pavement Evaluation Consulting Services and was very satisfied with them.

The Public Works Department and Purchasing Division staff recommend awarding the term contract to Transmap Corporation of Columbus, Ohio from date of award through August 30, 2024 utilizing the pricing from the current Pinellas Park, Florida contract in the amount of \$65,000.

**PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS
AND TRANSMAP CORPORATION FOR PAVEMENT EVALUATION
CONSULTANT SERVICES**

THIS AGREEMENT, made and entered into the ____ day of _____, 2022, 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

TRANSMAP CORPORATION
a foreign profit corporation
5030 Transamerica Drive
Columbus, Ohio 43228 UN
(hereinafter "CONSULTANT")

WHEREAS, CITY has the need to procure the services of a qualified Pavement Evaluation Consultant; and

WHEREAS, the City of Pinellas Park, Florida issued a Request for Proposal for Pavement Evaluation Consultant Services (RFP No.: 18-006); and

WHEREAS, CONSULTANT submitted a proposal to the City of Pinellas Park; and

WHEREAS, after receipt of said proposal from CONSULTANT, the City of Pinellas Park, Florida entered into a contract with CONSULTANT to provide Pavement Evaluation Consultant Services dated August 31, 2018 with the option to renew for one (1) additional three (3) year period; and

WHEREAS, the City of Pinellas Park, Florida contract was renewed through August 30, 2024; and

WHEREAS, CITY has reviewed the scope of services of the competitively solicited Contract, and has determined that it is an agreement that can be utilized by CITY to provide Pavement Evaluation Consultant Services to CITY; and

WHEREAS, Section 2-305.1(3) of the Code of Ordinances of the City of Coral Springs, Florida, authorizes CITY to procure these services through such an arrangement and an agreement developed and executed by the City of Pinellas Park; and

WHEREAS, CONSULTANT has agreed to honor the prices and terms and conditions of the City of Pinellas Park Contract in performing Pavement Evaluation Consultant Services; and

WHEREAS, CITY desires to retain the services of CONSULTANT establishing this Contract based on the contract developed and executed by the City of Pinellas Park, Florida;

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

SECTION 2. Attached hereto and incorporated herein as Exhibit "A" is the City of Pinellas Park, Florida Contract dated August 31, 2018, referred to above. The prices, terms and conditions of this City of Pinellas Park Contract, including all other Contract Documents for RFP No.: 18-006, shall govern the relationship between CITY and CONSULTANT, 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 Pinellas Park Contract, except said services shall be performed in and for CITY.
- B. CONSULTANT shall perform the services in and for CITY as detailed in Exhibit "A," utilizing the prices set forth in the Contract.
- C. The Contract Administrator shall be CITY's Director of Public Works, or his designee.
- D. The Contract expiration date is August 30, 2024.
- E. **INSURANCE**

CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT's Protective Liability.

UPON CONTRACT EXECUTION, CONSULTANT 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 CONSULTANTS 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 CONSULTANT. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONSULTANT'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.

CONSULTANT 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 One Million (\$1,000,000) Dollars for each category), and CONSULTANT 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.

CONSULTANT 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.

CONSULTANT 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 CONSULTANT shall thereupon cease and terminate.

F. RECORDS AND AUDIT

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

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'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, 9551 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, DTHOMAS@CORALSPRINGS.ORG, TELEPHONE NUMBER (954) 344-1067.

CONSULTANT understands, acknowledges and agrees that CONSULTANT 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 CONSULTANT 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 CONSULTANT or keep and maintain public records required by CITY to perform the service. If CONSULTANT transfers all public records to CITY upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT 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.

REQUEST FOR NONCOMPLIANCE

(a) 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 CONSULTANT of the request, and CONSULTANT must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

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

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

CIVIL ACTION

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

(1) The court determines that CONSULTANT unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that CONSULTANT has not complied with the request, to CITY and to CONSULTANT.

(b) A notice complies with subparagraph (a)2. if it is sent to CITY'S custodian of public records and to CONSULTANT at CONSULTANT'S address listed on its contract with CITY or to CONSULTANT'S registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) Any CONSULTANT who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

G. Notices shall be sent to the following:

CITY: John Norris, Director of Public Works
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Telephone: (954) 344-1166
Email: jnorris@coralsprings.org

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

CONSULTANT: Howard Luxhoj, President/CEO
Transmap Corporation
5030 Transamerica Drive
Columbus, Ohio 43228 UN

H. GOVERNING LAW; VENUE

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

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

I. COMPENSATION/PAYMENT

Fees payable to CONSULTANT shall not exceed Sixty-Five Thousand Dollars (\$65,000.00) per year.

CONSULTANT shall submit invoices to the Director of Public Works, City of Coral Springs, 9500 West Sample Road, Coral Springs Florida 33065. CONSULTANT shall be paid within thirty (30) calendar days of the receipt and approval of the invoice.

J. CONSULTANT shall be provided, by the Director of Public Works, or his designee, a written list of locations for pavement evaluation consulting.

K. SCRUTINIZED COMPANIES

CONSULTANT 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 the CITY if the CONSULTANT 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the CITY.

By entering into this Agreement, CONSULTANT certifies that CONSULTANT 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 CONSULTANT 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, the CITY may immediately terminate this Agreement without any liability to CONSULTANT notwithstanding any other provision in this Agreement to the contrary.

L. FORCE MAJEURE

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.

M. E-VERIFY

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

(a) CONSULTANT agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONSULTANT 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) CONSULTANT shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT 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 CONSULTANT is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONSULTANT shall terminate any agreement with any subcontractor if the CONSULTANT 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 CONSULTANT to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONSULTANT's subcontractor knowingly violated this Section, but CONSULTANT 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) CONSULTANT 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 Pinellas Park Contract are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and TRANSMAP CORPORATION 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:

Sherry Whitacre
Sherry Whitacre (Mar 28, 2022 15:52 EDT)

SHERRY WHITACRE, Senior Deputy City Attorney

TRANSMAP CORPORATION

By: Howard Luxhoj
Howard Luxhoj (Mar 28, 2022 15:41 EDT)

Print Name: Howard Luxhoj

Title: President



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

Detail by Entity Name

Foreign Profit Corporation
TRANSMAP CORPORATION

Filing Information

Document Number F01000004462
FEI/EIN Number 31-1414214
Date Filed 08/20/2001
State OH
Status ACTIVE

Principal Address

5030 TRANSAMERICA DRIVE
COLUMBUS, OHIO 43228 UN

Changed: 02/18/2017

Mailing Address

5030 TRANSAMERICA DRIVE
COLUMBUS, OHIO 43228 UN

Changed: 02/18/2017

Registered Agent Name & Address

LITTLE, ROBERT G
6914 WILLIAMS DRIVE
TAMPA, FL 33634

Officer/Director Detail

Name & Address

Title President and CEO

LUXHOJ, HOWARD
5030 TRANSAMERICA DRIVE
COLUMBUS 43228 UN

Title Secretary

SCHORLING, CRAIG
5030 TRANSAMERICA DRIVE
COLUMBUS, OHIO 43228 UN

Annual Reports

Report Year	Filed Date
2019	04/16/2019
2020	04/07/2020
2021	01/29/2021

Document Images

01/29/2021 -- ANNUAL REPORT	View image in PDF format
04/07/2020 -- ANNUAL REPORT	View image in PDF format
04/16/2019 -- ANNUAL REPORT	View image in PDF format
08/10/2018 -- ANNUAL REPORT	View image in PDF format
02/18/2017 -- ANNUAL REPORT	View image in PDF format
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01/16/2015 -- ANNUAL REPORT	View image in PDF format
01/24/2014 -- ANNUAL REPORT	View image in PDF format
02/15/2013 -- ANNUAL REPORT	View image in PDF format
02/07/2012 -- ANNUAL REPORT	View image in PDF format
02/15/2011 -- ANNUAL REPORT	View image in PDF format
03/12/2010 -- ANNUAL REPORT	View image in PDF format
04/03/2009 -- ANNUAL REPORT	View image in PDF format
04/22/2008 -- ANNUAL REPORT	View image in PDF format
07/09/2007 -- ANNUAL REPORT	View image in PDF format
04/27/2006 -- ANNUAL REPORT	View image in PDF format
04/11/2005 -- ANNUAL REPORT	View image in PDF format
04/26/2004 -- ANNUAL REPORT	View image in PDF format
05/09/2003 -- ANNUAL REPORT	View image in PDF format
09/09/2002 -- ANNUAL REPORT	View image in PDF format
08/20/2001 -- Foreign Profit	View image in PDF format

Piggyback Agreement with Transmap

Final Audit Report

2022-03-28

Created:	2022-03-24
By:	Miguel Machuca (mmachuca@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcUvQAIx9qIHCPZoQa4cy4sgQ5ZusiDTP

"Piggyback Agreement with Transmap" History









-  Document created by Miguel Machuca (mmachuca@coralsprings.org)
2022-03-24 - 6:10:58 PM GMT- IP address: 24.233.167.201
-  Document emailed to Howard Luxhoj (hluxhoj@transmap.com) for signature
2022-03-24 - 6:12:32 PM GMT
-  Email viewed by Howard Luxhoj (hluxhoj@transmap.com)
2022-03-25 - 2:11:30 PM GMT- IP address: 8.21.124.186
-  Document e-signed by Howard Luxhoj (hluxhoj@transmap.com)
Signature Date: 2022-03-28 - 7:41:05 PM GMT - Time Source: server- IP address: 74.142.203.242
-  Document emailed to Sherry Whitacre (swhitacre@coralsprings.org) for signature
2022-03-28 - 7:41:07 PM GMT
-  Email viewed by Sherry Whitacre (swhitacre@coralsprings.org)
2022-03-28 - 7:52:08 PM GMT- IP address: 119.12.192.3
-  Document e-signed by Sherry Whitacre (swhitacre@coralsprings.org)
Signature Date: 2022-03-28 - 7:52:33 PM GMT - Time Source: server- IP address: 24.233.167.201
-  Agreement completed.
2022-03-28 - 7:52:33 PM GMT

EXHIBIT A

41 pages

Available upon request

Office of the City Clerk
954.344.1065

Summary Sheet

Agenda Item: 15.

Meeting Date: April 6, 2022

Subject: Use of Forfeiture Funds (Clyde Parry)

Requested Action: Request to authorize the use of \$108,500 in Law Enforcement Trust Funds to cover the annual donation to the Coral Springs Police Explorers, donation to the Coral Springs Chargers Tackle Football Club, donation to Canine Assisted Therapy (C.A.T.), annual donation to the FBI National Academy Association (FBINAA), the continuation of the property crimes initiative funding DNA Analysis through private labs as needed and the purchase of the FSIS II Color Lab System – forensic camera system for the collection of evidence. Funding Source: Receiving Forfeiture to Expend. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AUTHORIZE)

Funding Source: Receiving Forfeiture to Expend

Placement: Consent

Background / Description:

\$12,500.00 - Authorize the fiscal year 2022 donation in the amount of \$12,500.00 to the Coral Springs Police Explorers. The appropriate State expenditure account will be used. (REQUEST TO AUTHORIZE)

\$2,500.00 - Authorize the fiscal year 2022 donation in the amount of \$2,500.00 to the Coral Springs Chargers Tackle Football Club. The Coral Springs Chargers Tackle Football Club has operated within the City of Coral Springs for 45 years, providing children the opportunity to participate in tackle football and cheerleading. The appropriate State expenditure account will be used. (REQUEST TO AUTHORIZE)

\$2,000.00 - Authorize the fiscal year 2022 donation in the amount of \$2,000.00 to Canine Assisted Therapy (C.A.T.). C.A.T.'s Mental Health and Trauma Response (MHTR) program provides intermediate emotional support in the form of pet therapy to those in the wake of trauma or battling a mental health crisis. The appropriate State expenditure account will be used. (REQUEST TO AUTHORIZE)

\$2,500.00 - Authorize the fiscal year 2022 donation in the amount of \$2,500.00 to the Florida FBI National Academy Associates, Inc. (FBINAA) for their annual National Re-Trainer Conference. The appropriate State expenditure account will be used. (REQUEST TO AUTHORIZE)

\$20,000.00 - Authorize the expenditure of Law Enforcement Trust Funds to offset complex and long-term investigations, specifically DNA Analysis using private vendors. The appropriate State expenditure account will be used. (REQUEST TO AUTHORIZE)

\$69,000.00 - Authorize the expenditure of Law Enforcement Trust Funds to purchase new technology for the collection of evidence. The FSIS II Color Lab System is a forensic camera system that will assist in the collection of evidence. The appropriate Federal expenditure account will be used. (REQUEST TO AUTHORIZE)

City Attorney John J. Hearn has reviewed and finds the requests appear to be allowable expenses of Law Enforcement Trust Funds upon certification by Chief of Police and approval of the City Commission. (Signature on file)

Staff will continue to look for grant funding for future capital projects along with other programs suitable for trust fund expenditures.

I, Clyde H. Parry, Chief of Police, certify that all funds from the above request will be utilized for law enforcement purposes and complies with the requirements of the State of Florida Forfeiture Guidelines and/or the Department of Justice/Treasury Forfeiture Guidelines, where applicable. The above request has been reviewed and approved by the Office of the City Attorney. (Signature on file)

Presenting: Clyde Parry

Summary Sheet

Agenda Item: 16.

Meeting Date: April 6, 2022

Subject: Resolution 2022-015, Black Maternal Health Week (Metayer)

Requested Action: Request to approve Resolution 2022-015, a resolution recognizing Black Maternal Health Week from April 11, 2022 through April 17, 2022; authorizing and directing the City Clerk to transmit this resolution to the appropriate parties; providing for an effective date. Funding Source: Not Applicable. Strategic Goal: A family-friendly community. (REQUEST TO APPROVE)

Funding Source: Not Applicable

Placement: Consent

Attachments: [Resolution 2022-015](#)

RESOLUTION 2022-015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA RECOGNIZING BLACK MATERNAL HEALTH WEEK FROM APRIL 11, 2022 THROUGH APRIL 17, 2022; AUTHORIZING AND DIRECTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO THE APPROPRIATE PARTIES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the United States Center for Disease Control (“CDC”) states that each year in the United States, approximately 700 women die during pregnancy or the year after and another 50,000 women experience severe pregnancy complications which can cause serious consequences for a woman’s health; and

WHEREAS, the CDC further states that Black women are three times more likely to die from a pregnancy related cause than White women; and

WHEREAS, the CDC recognizes Black Maternal Health Week each year from April 11 through April 17 to bring attention and action to improving Black maternal health; and

WHEREAS, the City Commission believes it is in the best interest of the residents and visitors of the community to recognize April 11 – April 17 as Black Maternal Health Week.

NOW, THEREFORE, BE IT RESOLVED 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 part of this Resolution.

SECTION 2. The City Commission of the City of Coral Springs recognizes April 11, 2022 – April 17, 2022 as Black Maternal Health Week.

SECTION 3. The City Clerk is hereby authorized and directed to forward this Resolution to the appropriate parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2022.

SCOTT BROOK, MAYOR

ATTEST:

DEBRA THOMAS, CMC, CITY CLERK

Unanimous _____
Motion /2nd

Yes No

___	___	MAYOR BROOK	___	___
___	___	VICE MAYOR SIMMONS	___	___
___	___	COMMISSIONER CARTER	___	___
___	___	COMMISSIONER CERRA	___	___
___	___	COMMISSIONER METAYER	___	___

Summary Sheet

Agenda Item: 17.

Meeting Date: April 6, 2022

Subject: Ordinance 2022-109, Second Reading, Vacation Rentals (Julie Krolak)

Requested Action: Request to approve and adopt Ordinance 2022-109, amending Section 250160 of the Land Development Code, entitled "Vacation Rentals"; first reading held March 16, 2022. Funding Source: Not Applicable. Strategic Goal: A Family-Friendly Community. (REQUEST TO APPROVE, ADOPT) (LDA22-0003)

Funding Source: Not Applicable

Placement: Policy Formation and Direction

Attachments: [Summary Sheet](#)
[#1 - Petition LDA22-0003](#)
[Ordinance 2022-109](#)

Presenting: Julie Krolak

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

Meeting: April 6, 2022
Department: Development Services/
Community Development
Initiated By: Julie Krolak
DOC ID:675

SUBJECT: Ordinance 2022-109: Second Reading, Vacation Rentals (LDA22-0003)

PLACEMENT: Policy Formation

REQUESTED ACTION: Request to adopt second reading of Ordinance 2022-109 amending Section 250160 of the Land Development Code, entitled "Vacation Rentals"; providing for severability; providing for codification; providing for conflict; providing an effective date. (REQUEST TO CONSIDER, ADOPT)(LDA22-0003)
Strategic Goal: A Family-Friendly Community

PRIOR ACTION:

03/16/2022 Commission approved unanimously (4-0, Metayer absent) First Reading of Ordinance 2022-109.
03/08/2022 Board forwarded a favorable recommendation (4-1, Minoff nay) to the City Commission relative to LDA22-0003.
02/23/2022 Staff presented potential amendments to vacation rental requirements at the City Commission workshop.
06/02/2021 Commission adopted Ordinance 2021-107 establishing vacation rental regulations.

STAFF RECOMMENDATION: THAT THE CITY COMMISSION:

ADOPT SECOND READING OF ORDINANCE 2022-109 AMENDING SECTION 250160, ENTITLED "VACATION RENTALS".

LOCATION: X City Wide

ATTACHMENTS:

#1 – LDA22-0003 Petition
#2 – Ordinance 2022-109

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet
Meeting: April 6, 2022**

Subject: Ordinance 2022-109: Second Reading, Vacation Rentals (LDA22-0003)

SUBJECT: PETITION OF THE CITY OF CORAL SPRINGS AMENDING SECTION 250160 OF THE LAND DEVELOPMENT CODE RELATING TO VACATION RENTALS. (LDA22-0003)

BACKGROUND:

South Florida is known worldwide as a destination for tourists due to our climate and attractions. While traditionally tourists would stay at hotels when visiting the state, over the last several years more and more visitors have begun booking “vacation rentals” for their stay. These rentals tend to be single-family homes and provide the opportunity for larger families or multiple households to rent a single property together.

Vacation Rentals are defined as *“any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is rented to transient occupants for more than three (3) times in a calendar year for periods of less than thirty (30) days or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to transient occupants, but that is not a timeshare project”*.

These rentals are often single-family homes or condominiums located in residential neighborhoods. As their popularity has grown, many cities have faced neighborhood impacts to parking, noise, trash, etc. from these units when rented frequently. To curb these impacts and protect the residential character of their neighborhoods, cities attempted to ban these types of rentals. In response to this, the Florida Statutes were amended in 2011 and 2014, to provide that local laws, ordinances or regulations cannot prohibit or regulate the duration or frequency of vacation rentals.

Florida Statutes do, however, authorize local governments to conduct inspections for compliance with the Florida Building Code and Fire Prevention Code. Other municipalities within Broward County, including Ft. Lauderdale, Hollywood, Deerfield Beach and Pompano Beach have adopted similar regulations in an attempt to ensure vacation rentals operate in a manner that will not have negative impacts on the existing residential neighborhoods where they exist.

Ordinance 2021-107 was adopted on June 2, 2021, which established regulations for the City of Coral Springs. Subsequent to adoption of the regulations, sales of vacation rentals within the City have increased. One neighborhood, Running Brook Hills (“The Hills”) has experienced up to five homes on one street turning into vacation rentals. In response to this rapid change, staff has worked with residents of The Hills to identify ways in which to strengthen the City’s Code to ensure impact from these commercial uses are limited.

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet
Meeting: April 6, 2022**

Subject: Ordinance 2022-109: Second Reading, Vacation Rentals (LDA22-0003)

ANALYSIS:

The proposed changes would amend Land Development Code Section 250160 relating to vacation rentals. A brief summary of the proposed changes are outlined below and are in addition to existing requirements.

1. Registration Required

- Owners wishing to rent their unit as a vacation rental shall be required to register the property with the City in order to receive a certificate of compliance. Registration requirements shall also include:
 - a. Property survey
 - b. Dimensioned, city-approved floor plan
 - c. Barring agreement with the City of Coral Springs Police Department, signed by owner

2. Vacation Rental Standards

- The following standards shall be amended to include for all vacation rentals:
 - Life safety requirements. Smoke and carbon monoxide (CO) detection and notification system shall meet standards for new construction. Hard wired emergency lighting shall be included for primary ingress/egress.
 - Maximum Occupancy. The maximum number of occupants shall not exceed sixteen (16).
 - Maximum Occupancy. The maximum number of persons allowed to gather at or occupy a vacation rental shall not exceed nineteen (19) persons. Maximum number may be reduced by the Building Official and/or Fire Marshal if the residence cannot safely accommodate the maximum number otherwise permitted.
 - Maximum Occupancy. No more than 3 unregistered guests may be at the property at one time. No unregistered guests may remain on the property after 10:00 PM Sunday-Thursday and after 11:00 PM Friday or Saturday.
 - Maximum Occupancy. Vacation rental shall not have less than 150 square feet for the first occupant and not less than 100 square feet for each additional occupant. Each bedroom shall have a gross floor area of not less than 70 square feet. When occupied by more than one occupant, each bedroom shall have 50 square feet per occupant. Each bedroom shall have a closet and a minimum width of eight feet.
 - Maximum Occupancy. No room rentals.
 - Minimum vacation rental lessee information. Property address shall be posted near the required landline.
 - Minimum vacation rental lessee information. Lessee logbook shall include vehicle tag number(s) for all lessee vehicles.
 - Advertising. Owner shall provide all venues in which the vacation rental is listed for rent and update the City to reflect any changes.
 - Noise control. Owner or Responsible Party shall inform lessee if noise levels exceed maximum allowable limits.

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet
Meeting: April 6, 2022

Subject: Ordinance 2022-109: Second Reading, Vacation Rentals (LDA22-0003)

- Commercial/Nonresidential activity. It shall be unlawful to utilize the property for any other nonresidential or commercial uses, such as charging an admission fee for access to the vacation rental, use of property for manufacturing, storing or distribution of any merchandise, violation of any other code that regulates or prohibits commercial or nonresidential uses, etc.
3. Enforcement
- Monitor 5 major websites (Airbnb, flipakey, booking.com, vrbo, tripadvisor) weekly.
 - After property has been identified, sends citation letter to **cease and desist** advertisement of rental within 24 hours and until registration is complete. **If no application is received within 3 business days:**
 - Notice of Violation/Notice of Hearing
 - Staff shall seek Final Order from magistrate ordering the violator to cease operations and apply
 - Impose fine
 - Record lien
 - If location has an active license but is not adhering to Code requirements:
 - Call agent and send warning letter
 - Notice of Violation/Notice of Hearing sent to owner
 - Seek fine plus suspension of license
 - Impose fine
 - Record lien
 - If repeat offender - seek suspension/revocation (no warning issued)
4. Suspension of Certification of Compliance
- Requires at least two violations adjudicated by the Special Magistrate
 - City Manager or designee has authority to suspend a certificate of compliance
 - 30 days for 2nd violation, 180 days for 3rd violation, 365 days for 4th violation, and 30+ days above for each subsequent violation
 - Can be temporarily suspended without adjudication within 5 working days after issuance of a NOV for Building or Fire Code violations. It remains suspended until corrected and inspected by the City or if a Special Magistrate finds no violation exists, whichever occurs first.
 - Restrict License approval based on Code violations before submitting
 - Code violations on site may not be mitigated/reduced
 - Violation for each person exceeding maximum amount

Amending the existing regulations will afford property owners with the opportunity to rent their property as a vacation rental while helping to mitigate potential negative impacts to neighborhoods. Addressing potential noise, public safety impacts, and occupancy limits via standards and registration/inspection requirements will help protect the residential character of these neighborhoods.

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet
Meeting: April 6, 2022**

Subject: Ordinance 2022-109: Second Reading, Vacation Rentals (LDA22-0003)

SUMMARY

Staff recommends the Planning and Zoning Board forward a favorable recommendation to the City Commission for the March 16, 2022 Commission meeting relative to LDA22-0003 amending Section 250160 of the Land Development Code for vacation rentals.

INTERVENING ACTION OF THE MARCH 7, 2022 PLANNING AND ZONING BOARD MEETING

The Planning and Zoning Board forwarded a favorable recommendation (4-1, Minoff nay) relative to LDA22-0003 to amend Section 250160 of the Land Development Code entitled "Vacation Rentals".

INTERVENING ACTION OF THE MARCH 16, 2022 CITY COMMISSION MEETING

The Commission held a public hearing to consider Ordinance 2022-109 and voted unanimously (4-0, Metayer absent) to approve first reading and set second reading for April 6, 2022. The City Commission requested staff work with the Broward, Palm Beach, and St. Lucie Realtors Association ("Realtors Association") to identify their specific concerns with the proposed ordinance.

The Realtors Association sent a series of questions/comments relating to portions of the Ordinance. A response to their comments was also provided by the group "Coral Springs Vacation Rental Watch". Staff did not incorporate any changes based on the questions/comments, as the amendments as proposed will help strengthen the City's existing Code relating to these uses.



LAND DEVELOPMENT CODE AMENDMENT (LDA) PETITION

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

PETITIONER: City of Coral Springs

EMAIL ADDRESS: JKrolak@coralsprings.org

SECTION (S) OF THE CODE TO BE AMENDED:
250160

PROPOSED AMENDMENT (use attachments, if necessary):

Amend Section 250160 relating to vacation rentals.

REASON FOR AMENDMENT (use attachments, if necessary):

To amend requirements as they relate to vacation rentals.

WHAT IS THE PUBLIC BENEFIT OF THE PROPOSED CODE AMENDMENT?

The proposed regulations will help protect the residential character of the City's neighborhoods through regulations of vacation rentals.

HOW DOES THIS CODE AMENDMENT(S) EFFECT OTHER PORTIONS OF THE CODE AND/OR THE PUBLIC?

The amendment will help mitigate further impacts to residential neighborhoods by vacation rentals.

*DOES THIS AMENDMENT IMPACT THE COST OF HOUSING? YES NO

IF YES, WHAT IS THE APPROXIMATE INCREASE PER UNIT? _____

SWORN TO AND SUBSCRIBED BEFORE ME, BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION THIS 3rd DAY OF March, 2022.

SIGNATURE OF PETITIONER

Julie Krolak
PETITIONER'S NAME (Print or Type)

NOTARY PUBLIC

My Commission Expires: Oct 3, 2023

9500 W. Sample Road, Coral Springs, FL 33065
ADDRESS (Street, City, Phone)




Judith Butler
Comm. # GG366568
Krolak@coralsprings.org
MAIL ADDRESS

Expires: October 3, 2023
Bonded Thru Aaron Notary

PERSONALLY KNOWN
TYPE OF IDENTIFICATION: _____
 DID TAKE AN OATH
 DID NOT TAKE AN OATH

- Two (2) 11"x17" sets of site plan of subject property
- CD containing digital copies of all documents in PDF file
- FEE: \$4,021.10 Plus recordation fee and legal advertising costs to be determined by City Clerk (954) 344-1065
-

TO BE COMPLETED BY COMMUNITY DEVELOPMENT DIVISION

ACCEPTED BY:  PETITION # LDA22-0003 DATE: 3/1/22

*IF THIS AMENDMENT IMPACTS THE COST OF HOUSING PER UNIT, NOTIFY CHIEF PLANNER.

ORDINANCE NO. 2022-109

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, AMENDING SECTION 250160 OF THE LAND DEVELOPMENT CODE, ENTITLED "VACATION RENTALS;" PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff periodically reviews the City's Codes to ensure effectiveness, efficiency, consistency and clarification; and

WHEREAS, staff has recommended that certain sections of the City's Codes be amended to provide for additional regulations relating to vacation rentals; and

WHEREAS, the City Commission accepts the recommendations of the City's professional staff and finds that the revision to the Land Development Code are 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 250160 of the Land Development Code of the City of Coral Springs, entitled "Vacation Rentals," is hereby amended to read as follows:

Section 250160. Vacation rentals.

- (1) *Purpose.* The City Commission finds that certain transitory uses of residential property tend to affect the residential character of the community and are injurious to the health of the community. Therefore, it is necessary and in the interest of the public health, safety, and welfare to monitor and provide reasonable means for citizens of the City of Coral Springs to mitigate impacts created by such transitory uses of residential property within the City of Coral Springs. It is unlawful for any owner and/or operator of any property within the geographic bounds of the City of Coral Springs, Florida, to rent or operate a vacation rental contrary to the procedures and regulations established in this Section or applicable state statute, except as provided for in this Section.

(2) *Definitions.* For the purpose of this Section, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

(a) *Garbage* shall mean and include all waste and accumulation of animal, fruit, or vegetable matter that attends or results from the preparation, use, handling, cooking, serving or storage of meats, fish, fowl, fruit, vegetable matter of any nature whatsoever, which is subject to decay, putrefaction, and the generation of noxious and offense gases and odors, or which may serve as breeding or feeding materials for flies and/or germ-carrying insects. Garbage, for the purposes of this Section, shall also include recyclable materials designated by the City for pickup by contractor.

* * * *

(f) *Sleeping room* shall mean a room or space within a dwelling unit primarily designed and used or intended to be used for sleeping purposes, excluding living rooms, kitchens, bathrooms, shower rooms, water closet compartments, laundries, pantries, foyers, connecting corridors, closets and storage space. In the event a garage is converted or partially converted to a dwelling unit, that garage shall be considered a Sleeping room. All sleeping rooms shall:

1. Have a gross floor area of not less than 70 square feet, and when occupied by more than one occupant, shall have a gross floor area of not less than 50 square feet for each occupant. Gross area shall be calculated on the basis of total room area that is deemed habitable. The maximum number of occupants per sleeping room shall be two (2);

2. Have a closet, provided that closet space will not be considered or counted toward gross square footage required for a sleeping room;

3. Have a minimum room width of eight (8) feet;

4. Have a ceiling height of not less than seven (7) feet for at least half the gross floor area. Any portion of a habitable room having a ceiling height of five (5) feet or less shall not be included in the total gross floor area.

(g) *Transient occupants* means any person, or guest or invitee of such person, who occupies or is in actual or apparent control or possession of residential property registered as or required pursuant to this article to be registered as a vacation rental. It shall be a rebuttable presumption that any person who holds themselves out as being an occupant or guest of an occupant of the vacation rental is a transient occupant.

(h) *Vacation rental* shall mean any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is advertised and/or rented to transient occupants more than three (3) times in a calendar year for periods of less than thirty (30) days or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to transient occupants, but that is not a timeshare project.

(4) *Application for Registration.*

(a) A separate application shall be required for the registration of each Vacation Rental. Applications shall be submitted to the Director of Development Services or designee and shall set forth at minimum:

1. The legal description of the property offered for rental (i.e., address, lot, block, subdivision, and folio number);

* * * *

10. Authorization letter if the application is being submitted on behalf of the owner of the property by his or her authorized representative;

11. A survey of the property;

12. A dimensioned floor plan that is pre-approved by the City before application submittal; and

13. A fully executed agreement with the City of Coral Springs authorizing police officers of the Coral Springs Police Department to issue trespass warnings on behalf of the property owner.

(b) Submission of an incomplete application form shall result in rejection of the application. The failure to obtain the required inspection in subparagraph (10), below, within sixty (60) days after the submission of a completed application shall result in rejection of the application.

(c) An application for the modification of a vacation rental registration is required when any of the following changes to the vacation rental are proposed:

1. A change in the gross square footage.

2. A change in the number of bedrooms.

3. A change in the maximum occupancy.

4. A change in the number of parking spaces, or a change in the location of parking spaces.

5. A change in ownership.

Upon completion of the changes or alterations to the vacation rental property, or the vacation rental operation the owner shall notify the city within ten (10) days of completion. A new certificate of compliance may be issued if the conditions of this Section have been met and all required permits have been issued for the changes or alterations.

(5) *Fees for Registration.* The City of Coral Springs charges reasonable fees for registration to compensate for administrative expenses. The fees for registration shall be provided for, from time to time, by resolution adopted by the City Commission. Registration fees shall not be prorated. Registration fees are nonrefundable.

(6) *Responsible Party Required.* Whenever any property is required to be registered under this Section, the owner shall appoint a natural person to serve as the responsible party for service of notices as are specified herein, and notices given to the responsible party shall be sufficient to satisfy any requirement of notice to the owner. An initial responsible party shall be designated on the application for registration, and the Director of Development Services or designee shall thereafter be notified of any change of responsible party at least ten (10) days prior to such change becoming effective. Further, it is the affirmative duty of the responsible party to:

- (a) Provide all guests, prior to occupancy of the property, with a written summary of applicable City of Coral Springs ordinances concerning noise, vehicle parking, garbage, and common area usage. The summary shall include citations to the applicable City ordinances and instructions on how to access the complete written text. The summary shall be posted in the interior of the structure prominently near the main entrance of the vacation rental; and
- (b) Maintain all properties under their control in compliance with the Code of Ordinances and the Land Development Code of the City of Coral Springs; and
- (c) See that the provisions of this Section are complied with and promptly address any violations of this Section or any violations of law which may come to the attention of the responsible party; and
- (d) Be available with authority to address and coordinate solutions to problems with the rental of the property twenty four (24) hours a day, seven (7) days a week; and
- (e) Be situated close enough to the property as to be able to respond in person within one (1) hour of being notified by a vacation rental occupant, law enforcement officer, emergency personnel, or the City, of issues related to the vacation rental. Responsible party shall respond when requested; and
- (f) Keep available a register of all guests, including license plate numbers of all vehicles authorized to remain at the vacation rental overnight, which shall be open to inspection by authorized personnel of the City of Coral Springs at all times; and
- (g) Maintain the entire property free of garbage and litter, provided, however, that this subsection shall not prohibit the storage of garbage and litter in authorized receptacles for collection; and
- (h) Conduct an on-site inspection of the vacation rental at the end of each rental period to ensure continued compliance with the requirements of this Section.

(9) *Vacation Rental Standards.* The following standards shall govern the use of any vacation rental, required to be registered under this Section, as a permitted use:

(a) *Minimum life/safety requirements:*

- 1. Swimming pool, spa and hot tub safety. A swimming pool, spa or hot tub shall comply with the current standards of the Residential Swimming Pool Safety Act, Chapter 515, Florida Statutes.

2. Dwelling Units. All dwelling units shall meet the minimum requirements of the Florida Building Code.
3. Smoke and carbon monoxide (CO) detection and notification system. A smoke and carbon monoxide (CO) detection and notification system within the vacation rental unit interconnected, hard-wired, and receiving primary power from the building wiring. The smoke and carbon monoxide (CO) detection and notification system shall be installed and continually maintained consistent with the requirements of Section R314, Smoke Alarms, and Section R315, Carbon Monoxide Alarms, of the Florida Building Code - Residential. Any smoke alarm required by this subsection shall meet all standards for new construction that may be contained within the Florida Building Code and/or Florida Fire Prevention Code.
4. Fire extinguisher. A portable, multi-purpose dry chemical 2A:10B:C fire extinguisher shall be installed, inspected and maintained in accordance with NFPA 10 on each floor/level of the unit. The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the location.
5. That all vehicles associated with the vacation rental must be parked within a driveway located on the subject property and in compliance with the Code.
6. Local telephone service. At least one (1) landline telephone with the ability to call 911 shall be available in the main level common area in the vacation rental with the vacation rental address posted predominantly next to the landline telephone.
7. Emergency lighting. Hard wired emergency lighting shall be installed at the primary ingress and egress of the vacation rental.
8. Whole unit rental required. Vacation rentals shall be rented as a whole to a transient occupant. In no event may a sleeping room be offered for rent or rented individually.

(b) *Maximum occupancy:*

1. The maximum number of registered transient occupants authorized to stay overnight at any vacation rental shall be limited to two (2) persons per sleeping room. The maximum number of registered transient occupants shall not exceed sixteen (16) in accordance with the foregoing maximum overnight occupancy calculation. The number of sleeping rooms shall be confirmed by on-site inspection by a representative of the City; and
2. The maximum number of persons allowed to gather at or occupy a vacation rental shall not exceed one and one-half (1 ½) times the maximum occupants authorized to stay overnight at that site, as shown on the certificate of compliance, and in no event shall a gathering exceed ~~twenty (20)~~ nineteen (19) persons. This subsection shall not apply to owner-occupied vacation rentals when the property owner is physically present on the site during the gathering, and

3. Up to four (4) persons under thirteen (13) years of age are exempt from and shall not count towards the occupancy limits set in subsections 1. and 2. above.
 4. Notwithstanding subsections 1, 2, or 3, above, the total occupancy shall be reduced and set at an amount determined by the Building Official and/or Fire Marshal, in their sole discretion, if such place cannot safely accommodate the number of people otherwise permitted at the vacation rental.
 5. No more than three (3) unregistered occupants may be present, in, or upon the vacation rental at any given time and no unregistered occupants may remain on the property from 10:00 P.M. until 6:00 AM Sunday through Thursday or 11:00 pm through 6:00 am Friday and Saturday.
- (c) *Solid waste handling and containment.* Chapter 8, Article I, of the Code of Ordinances shall be complied with in its entirety. Appropriate screening and storage requirements for solid waste containers as required by the Code and LDC shall apply. For purposes of this section, a solid waste and/or recycling container shall not be placed at curbside before 7:00 p.m. of the day prior to solid waste pickup, and the solid waste container shall be removed from curbside before 7:00 p.m. of the day of pickup.
- ****
- (f) Designation of a vacation rental responsible party capable of meeting the duties provided in Subsection 6, Responsible Party Required.
- (g) *Advertising.* Any advertising of the vacation rental unit shall conform to information included in the vacation rental certificate of compliance and the property's approval, particularly as this pertains to maximum occupancy. A statement stating "it is unlawful for a sexual offender or sexual predator to occupy this residence" if so determined pursuant to Section 14-3 of the Code of Ordinances. The certificate of compliance number shall be included in all advertising. Additionally, the property owner or designated representative of the vacation rental shall have a continuing obligation to provide to the City all venues and websites in which the vacation rental is listed.
- ****
- (j) *Vacation Rental must be maintained in compliance with standards contained with the Code of Ordinances and the Land Development Code of the City of Coral Springs.*
- (k) *Noise Control.* Each Vacation Rental shall contain a noise sensing device with the capability of notifying the Responsible Party when the noise level from the Vacation Rental exceeds the allowable limits of the Code. The responsible party shall notify the registered occupant of the vacation rental if noise levels exceed allowable limits.
- (l) It shall be unlawful for any person to engage in any commercial or non-residential activity at a vacation rental. Such commercial and/or non-residential activities includes, but is not limited to, use of the vacation rental for manufacturing, storing, distribution, or repair of merchandise; allowing employees, clients, or customers on the premises for the purpose of engaging in activities as clients or customers; use of the address of the premises for purposes of advertising the premises other than its intended use as a

vacation rental; posting or displaying signs on the premises which indicates the premises are being used for a use other than its intended use as a vacation rental; and any violation of the code that prohibits commercial or nonresidential uses.

(13) *Penalties, Offenses, and ~~Suspension~~ Revocation.*

- (a) Any certificate of compliance issued pursuant to this Section may be denied, ~~revoked~~, or suspended by the Director of Development Services or designee upon the adjudication of a violation of this Section, any City ordinance, or state law by the responsible party, property owner or transient occupant attributable to the property for which the certificate of compliance is issued. Such denial, ~~revocation~~ or suspension is in addition to any penalty provided herein.
- (b) Offenses/violations.
 1. Non-compliance with any provisions of this Section shall constitute a violation of this Section.
 2. Separate violations. Each day a violation exists shall constitute a separate and distinct violation, except that violations of Subsection (9)(b), regarding occupancy, shall constitute a single violation for a rental period.
- (c) Remedies/enforcement.
 1. Code enforcement activities will be in accordance with Chapter 1, Article V of the Land Development Code. However, any such fines imposed pursuant to this Section shall not be subject to reduction by the Special Magistrate or Administrative Panel.
 2. The City Commission of the City of Coral Springs hereby declares maximum occupancy violations, nonresidential and commercial use of property violations of this Code to be irreparable or irreversible in nature and therefore, the Special Magistrate of the City of Coral Springs shall have the authority to issue fines up to \$15,000 per violation.
 23. Additional remedies. Nothing contained herein shall prevent the City from seeking all other available remedies which may include, but not be limited to, suspension ~~or revocation~~ of a vacation rental certificate of compliance, injunctive relief, liens and other civil and criminal penalties provided by law, as well as referral to other enforcing agencies.
- (d) Suspension of vacation rental certificate of compliance. In addition to any fines and any other remedies described herein or provided for by law, City Manager or designee may suspend a vacation rental certificate of compliance in accordance with the following:
 1. Suspension time frames.
 - i. Upon a second violation of this Section the vacation rental certificate ~~shall~~ may be suspended for a period up to ~~of~~ thirty (30) calendar days.

- ii. Upon a third violation of this Section the vacation rental certificate ~~shall~~may be suspended for a period ~~up to~~ of one hundred eighty (180) calendar days.
 - iii. Upon a fourth violation of this Section the vacation rental certificate ~~shall~~may be suspended for a period ~~up to~~ of three hundred sixty-five (365) calendar days.
 - iv. For each additional violation of this Section the vacation rental certificate ~~shall~~may be suspended for an additional thirty (30) calendar days. For example, the fifth violation may be up to ~~shall be for~~ three hundred ninety (395) calendar days; the sixth violation ~~shall~~ may be up to ~~for~~ four hundred fifteen (415) calendar days, and so on.
 - v. A vacation rental certificate of compliance shall be subject to temporary suspension beginning five (5) working days after a citation or notice of violation is issued for a violation of the Florida Building Code, or Florida Fire Prevention Code. Such suspension shall remain in place until the vacation rental is reinspected and it is determined that the violation no longer exists by the City.
2. Suspension restrictions. A vacation rental may not provide transient occupancy during any period of suspension of a vacation rental certificate of compliance.
- i. The suspension shall begin immediately following notice of suspension, commencing either:
 - a. at the end of the current vacation rental lease period; or
 - b. within thirty (30) calendar days, whichever date commences earlier, or as otherwise determined by the special magistrate.
 - ii. Operation during any period of suspension shall be deemed a violation pursuant to this Section and shall be subject to daily fine, up to one thousand dollars (\$1,000.00) or to the maximum amount as otherwise provided in Florida Statutes for repeat violations, for each day that the vacation rental operates during a period of violation.
 - iii. An application for a renewal may be submitted during the period of suspension; however, no certificate of compliance may be issued for the vacation rental until the period of suspension has expired. Once suspended, a vacation rental certificate for the same address shall not be issued to any of the individuals, collection of individuals, or owners of any companies or subsidiaries which owned the property at the time the suspension begins for the remainder of the license year (which begins October 1) or for a minimum of six months, whichever is longer.
3. Appeal. All appeals of suspensions shall be to the Special Magistrate in accordance with Section 190(D)(2) of the Land Development Code of the City of Coral Springs.

- (14) *Complaints.* Whenever a violation of this Section occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint, stating fully the causes and basis thereof, shall be filed with the Director of Development Services or designee. The Director of Development Services or designee shall promptly record such complaint, investigate, and take action thereon in accordance with this Section and Chapter 1, Article V of the Land Development Code.
- (15) *Enforcement.* The provisions of this Section shall be enforced as provided in Chapter 1, Article V of the Land Development Code.

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 City of Coral Springs Land Development Code; 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

PASSED ON FIRST READING THIS ____ DAY OF _____, 2021.

PASSED ON SECOND READING THIS ____ DAY OF _____, 2021.

SCOTT BROOK, MAYOR

ATTEST:

DEBRA THOMAS, CMC, CITY CLERK

Unanimous ____
Motion /2nd

			Yes	No
___	___	MAYOR BROOK	___	___
___	___	VICE MAYOR SIMMONS	___	___
___	___	COMMISSIONER CARTER	___	___
___	___	COMMISSIONER CERRA	___	___
___	___	COMMISSIONER METAYER	___	___

Summary Sheet

Agenda Item: 18.

Meeting Date: April 6, 2022

Subject: Unleaded Gasoline & Diesel Fuel (Kim Moskowitz)

Requested Action: Request to award the contract for Unleaded Gasoline and Diesel Fuel through the Southeast Florida Governmental Purchasing Cooperative Group, City of Pompano Beach, FL RFP # E-03-22 to Port Consolidated, Inc. of Fort Lauderdale, FL retroactive from March 15, 2022 through March 14, 2027 with the option to renew for one (1) additional five (5) year period. The estimated annual expenditure is \$1,500,000. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

Funding Source: Approved Operating Budget

Placement: Policy Formation and Direction

Attachments: [Summary Sheet](#)
[#1 - Agreement](#)
[Exhibit A](#)

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: April 6, 2022
Department: Financial Services
Initiated By: Denise Orcutt
DOC ID: 679

SUBJECT: Unleaded Gasoline & Diesel Fuel (Kim Moskowitz)

PLACEMENT: Policy

REQUESTED ACTION:
(INCLUDE CONTRACT
START/TERM DATES) Request to award the contract for Unleaded Gasoline and Diesel Fuel through the Southeast Florida Governmental Purchasing Cooperative Group, City of Pompano Beach, Florida RFP # E-03-22 to Port Consolidated, Inc. of Fort Lauderdale, Florida retroactive from March 15, 2022 through March 14, 2027 with the option to renew for one (1) additional five (5) year period. The estimated annual expenditure is \$1,500,000. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

ATTACHMENTS: #1 - Agreement

BACKGROUND / DESCRIPTION:

The city of Pompano Beach, Florida acting as lead agency for the purchase of diesel fuel and unleaded gasoline for the Southeast Florida Governmental Purchasing Cooperative Group (Co-op), has solicited proposals for this necessary commodity, combining the estimated usage of the 44 agencies that chose to participate in this procurement.

This fuel contract positions our fuel procurement in the following manner:

- A contract with a fuel distributor (or “jobber”) establishes significant agreements with fuel wholesalers, or owners of fuel products at the port. An allocation for a percentage of fuel purchased under contract by the jobber that may be allocated to the Co-op provides a more secure supply chain for our fuel needs than any other method available.
- A contract with a fuel distributor who has demonstrable capabilities to appropriately administer a contract with 44 different using agencies, can deliver fuel quickly and safely, and provide accurate electronic billing.
- A contract with a fuel distributor ensures a wide variety of capabilities both in fuel supply sources and available equipment for the steady provision of fuel during declared emergency situations. Capabilities such as significant delivery fleet size, distributor owned fuel farms in the tri-county area, and access to alternative fuel wholesalers, both at Port Everglades and other ports throughout Florida, would be positively viewed.
- A contract with a fuel distributor obtains the required fuels at competitive market rates.

Since March 15, 2017, the City has been utilizing Co-Op Contract # E-13-17 for the purchase of unleaded gasoline and diesel fuel from Port Consolidated, Inc. This contract expired on March

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: April 6, 2022**

Subject: Unleaded Gasoline & Diesel Fuel

14, 2022 and was replaced with Co-op contract # E-03-22. The utilization of the Co-op contract will allow the City the ability to take advantage of lower costs available through competitive pricing based on large volume discounts and economies of scale, while reducing administrative costs of project solicitation.

Major reasons for continuing to contract with Port Consolidated, Inc. include the following:

- Port Consolidated, Inc. currently has supply agreements with several major oil companies, notably Chevron, Marathon, Valero, Colonial, Gulf Oil and Motiva. Port Consolidated has committed to using their supply contracts with one or more of these wholesalers specifically for the fuel needs of the Co-op.
- Port Consolidated, Inc. owns and operates a fleet of over 60 tank wagons and over 60 transport vehicles (large vehicles that carry approximately 8,000 gallons of fuel) which provide the Co-op with the most comprehensive in-house fuel delivery capability in the area. Not only does this benefit our daily operations, but a large, company-owned fleet would more than likely be utilized to service regular customers in an emergency situation.
- Port Consolidated, Inc. owns and operates multiple petroleum storage facilities throughout the state, with a total storage capacity of just under 3,000,000 gallons for various petroleum products.
- Port Consolidated, Inc. locally owns a large amount of mobile inter-modal fuel containers, known as "ISO tanks" with a 6,000 gallon fuel capacity. These mobile tanks can be provided to Co-op members and regularly refilled to provide additional fuel capability during hurricane season or for periods of time when fuel tanks may be taken out of use for repair or replacement.

The Purchasing Division and Central Stores Division staff recommend the award for unleaded gasoline and diesel fuel through the Southeast Florida Governmental Purchasing Cooperative Group, City of Pompano Beach, Florida RFP # E-03-22 to Port Consolidated, Inc. of Fort Lauderdale, Florida retroactive from March 15, 2022 through March 14, 2027 with the option to renew for one additional five (5) year period. The estimated annual expenditure is \$1,500,000.

PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND PORT CONSOLIDATED, INC. VIA THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP FOR THE PURCHASE AND DELIVERY OF UNLEADED GASOLINE AND DIESEL FUEL

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 referred to as "CITY")

and

PORT CONSOLIDATED, INC.
a Florida profit corporation
3141 SE 14th Avenue
Fort Lauderdale, Florida 33316
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on February 24, 2022, the City of Pompano Beach, Florida awarded RFP E-03-2 for the Purchase and Delivery of Unleaded Gasoline and Diesel Fuel on behalf of the Southeast Florida Governmental Purchasing Cooperative Group ("Agreement") to CONTRACTOR and the Contract is attached hereto and incorporated herein as Exhibit "A," and

WHEREAS, CITY was part of the bid as a member of the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, the Agreement is effective March 15, 2022 through March 14, 2027, with one (1) five (5) year renewal option; and

WHEREAS, CITY has reviewed the scope of services of the competitively solicited Contract, and has determined that it is an agreement that can be utilized by CITY to provide for the Purchase and Delivery of Unleaded Gasoline and Diesel Fuel to CITY; 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. Attached hereto and incorporated herein as Exhibit "A" is the City of Pompano Beach Contract effective March 15, 2022 through March 14, 2027. 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, as amended, except said services shall be performed in and for CITY pursuant to terms and conditions set forth in this Agreement.

B. CONTRACTOR shall perform the services in and for CITY, utilizing the prices as detailed in the City of Pompano Beach Contract attached hereto and incorporated herein as Exhibit "A."

C. The current City of Pompano Beach Contract expiration date is March 14, 2027.

D. **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 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 One Million (\$1,000,000) 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.

E. Notices shall be sent to the following:

CITY: Alan DiStefano, Central Stores Supervisor
City of Coral Springs
4181 NW 121st Avenue
Coral Springs, Florida 33065
Telephone: (954) 345-2235
Email: adistefano@coralsprings.org

Copy To: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Telephone: (954) 344-1104
E-mail: gdixon@coralsprings.org

CONTRACTOR: Don Carlton, President
Port Consolidated, Inc.
P.O. Box 350430
Fort Lauderdale, Florida 33335
Telephone: (800) 683-5823
E-mail: cspev@portconsolidated.com

F. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

G. 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.

H. ATTORNEY'S FEES AND COSTS

In the event that the CITY is required to file legal action against CONTRACTOR to collect any amounts due under this Agreement, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

I. COMPENSATION/PAYMENT

All payments for services shall be in accordance with the cost as designated in Exhibit "A." Request for payment shall be submitted to the City of Coral Springs, Accounts Payable, 9500 West Sample Road, Coral Springs, Florida 33065. CITY shall pay CONTRACTOR within thirty calendar days of approval of all invoices by CITY. Final payment will be made upon final approval and acceptance by CITY.

J. 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 Florida Statutes 768.28, as amended from time to time.

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.

K. PERMITS, FEES AND NOTICES

CONTRACTOR shall use its best efforts to obtain the necessary permits as soon as possible after the Purchasing Order is issued. Any delays in obtaining permits must be brought to the attention of CITY'S Contract Administrator without delay.

L. 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.ORG, 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.

REQUEST FOR NONCOMPLIANCE

(a) 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.

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

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

CIVIL ACTION

(a) 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, if:

(1) The court determines that CONTRACTOR unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that CONTRACTOR has not complied with the request, to CITY and to CONTRACTOR.

(b) A notice complies with subparagraph (a)2. if it is sent to CITY's custodian of public records and to CONTRACTOR at CONTRACTOR's address listed on its contract with CITY or to CONTRACTOR's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) Any CONTRACTOR who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

M. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

N. ASSIGNMENT

This Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of CITY which consent cannot be unreasonably withheld.

O. 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.

P. 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 the CITY if the 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 the 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, the CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

Q. FORCE MAJEURE

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.

R. 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 their terms.

SECTION 4. This Agreement shall be retroactive to March 15, 2022.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and PORT CONSOLIDATED, 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:

Sherry Whitacre

Sherry Whitacre (Mar 9, 2022 10:04 EST)

SHERRY WHITACRE

Senior Deputy City Attorney

PORT CONSOLIDATED, INC.

By:

Donald C. Crutten

Title:

President

Print Name:

Donald Crutten

EXHIBIT A

242 pages

Available upon request

Office of the City Clerk
954.344.1065

Summary Sheet

Agenda Item: 19.

Meeting Date: April 6, 2022

Subject:

July 4th Fireworks Display (Alexander Falcone)

Requested Action: Request to waive the competitive procurement process consistent with Section 2-305.1(6) of the City's Procurement Code and approve the contract for July 4th Fireworks Display to Zambelli Fireworks Manufacturing Co. of Boca Raton, FL. The expenditure for this service is not-to-exceed \$37,500. Funding Source: Approved Operating Budget. Strategic Goal: An Active, Healthy Community. (REQUEST TO WAIVE, APPROVE)

Funding Source: Approved Operating Budget

Placement: Policy Formation and Direction

Attachments: #1 - [Waive the City's Procurement Code Memo to City Manager](#)
#2 - [Zambelli Fireworks Manufacturing Co. Agreement](#)

Background / Description:

The City of Coral Springs' Department of Emergency Management, City Security and Special Events desires to provide July 4th fireworks for the citizens of Coral Springs to be held at Mullins Park. Zambelli Fireworks Manufacturing Co. has been providing this service for the past two years utilizing the City of Boynton Beach contract. The cost of the fireworks and transportation has increased significantly, and the vendor is unable to provide the service for the same price as they have for the past two years.

The cost has increased from \$30,000 to \$37,500 for the same Fireworks Display. The \$7,500 increase is to offset the costs they have incurred for the products and the transportation. Due to these cost increases, the City cannot utilize the City of Boynton Beach contract.

The Department of Emergency Management, City Security and Special Events and the Purchasing Division staff recommend that the City Commission waive the competitive procurement process consistent with Section 2-305.1(6) of the City's Procurement Code and approve the contract for the July 4th Fireworks Display to Zambelli Fireworks Manufacturing Co. of Boca Raton, Florida in a not-to-exceed amount of \$37,500.

Presenting: Alex Falcone

MEMORANDUM

To: Frank Babinec, City Manager
From: Yasmin Teja, Purchasing Agent
Through: Gail Dixon, Purchasing Manager
Date: March 22, 2022
Subject: Agenda Item # 698 for City Commission Meeting April 20, 2022, Fireworks for July 4, 2022

The City's Procurement Code Section 2-305.1(6) states:

(6) Waiver by the City Commission. The City Commission, by simple majority vote, may waive the competitive procurement process upon the written recommendation of the City Manager that the process of competitive procurement is not in the best interest of the City. Any such contract where the competitive procurement process has been waived shall not appear on the consent agenda for approval.

I am requesting to waive the competitive procurement process consistent with Section 2-305.1(6) of the City's Procurement Code. The City was piggybacking the City of Boynton Beach's contract with Zambelli Fireworks Manufacturing Co., which had a final one-year renewal available. The vendor has been experiencing large cost increases and cannot hold the price of \$30,000 for this year's fireworks display. Since the Boynton Beach's contract did not have an escalation clause, we cannot renew the agreement with a cost increase. Zambelli Fireworks Manufacturing Co. can provide the same show with the same number of shells/shots for \$37,500, an increase of \$7,500. If a bid or quote was issued for this service at this time, there is a possibility that the price could be higher than \$37,500.

For the reasons above, I recommend waiving the competitive procurement process consistent with Section 2-305.1(6) of the City's Procurement Code for the provision of the July 4, 2022 fireworks display.

I am required to get your written approval per the Procurement Code. Please let me know if you have any questions.

Approve  Decline _____

Signature 
Frank Babinec, City Manager

Thank you,

CC: Kim Moskowitz, Director of Finance

Attachment: Zambelli Fireworks Manufacturing Co., Cost Comparison
Zambelli Fireworks Manufacturing Co., Letter Regarding Cost Increase

**Coral Springs, FL
Shell Listing Comparison
2021-2022**

MATERIAL LIST

July 4, 2022

SHELL DESCRIPTION	QUANTITY	(\$30,000) 2021	(\$37,500) 2022	(\$30,000) 2022
<u>Opening</u>				
Three Inch Assorted Shell		210	210	120
<u>Body</u>				
Three Inch Assorted Shell		600	600	450
<u>Mid-Finale</u>				
Three Inch Assorted Shell		190	190	0
<u>Finale</u>				
Three Inch Assorted Shell		600	600	480
<u>Totals</u>		<u>1,600</u>	<u>1,600</u>	<u>1,050</u>
<u>Multi shot Devices- Totaling</u>		1600 shots	1600shots	800shots



Mary Marinice
City of Coral Springs
Purchasing Division

The entire Zambelli fireworks family wants to continue delivering the quality, creative, awe-inspiring experiences that we have been providing our customers for over 100 years. The kind you've grown to expect from Zambelli. I'm sure you're aware of how inflation is escalating across the economy. Unfortunately, Zambelli is not immune from these price pressures, so our costs to produce such spectacular shows have gone up dramatically.

As you know, in October the Consumer Price Index, which tracks the prices consumers pay for goods and services, rose by the highest amount since 1990. Other measures of inflation show prices rising at the highest rate in 13 years.

In the spirit of transparency, below is a list of some of the areas where inflation has hit Zambelli particularly hard:

The cost of producing safe, high-quality pyro products, including raw materials, has risen approximately 20%.

The cost of shipping these products to us has risen dramatically from \$ 6-8,000 per shipping container to approximately \$ 40,000 per container, leading to a total product increase of 30-35%.

The cost of fireworks liability and auto/truck hazmat insurance has increased by 68% since last year.

Gas prices are the highest since 2014, up 58.7% from just over a year ago.

Operational costs, including labor, have increased as well.

Truck and auto rental prices have skyrocketed, doubling from just a year ago, due to limited supply combined with high demand, especially in the summer months. Due to the supply chain crisis, we are competing with corporations like FedEx and Amazon with these rental companies taking full advantage of increased demand and limited supply.

It is not just Zambelli faced with these challenges. Costs are up 30%+ across the fireworks industry.

Given this backdrop of dramatically rising expenses hitting us from all angles, it is unfortunately not possible for Zambelli to produce the same shows without increasing the price for our customers. It is not a decision we take lightly.



With this in mind, the entire Zambelli Fireworks family is committed to providing a breathtaking audio/visual experience with the same high-quality products and services that you have come to expect and deserve. We appreciate your business and your continued support through these trying times. If you have any questions or concerns regarding the price increase, please do not hesitate to reach out to someone with Team Zambelli. We will be more than happy to discuss this situation with you.

Sincerely,

George Zambelli Jr.
CEO

**AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS, FLORIDA AND
ZAMBELLI FIREWORKS MANUFACTURING CO. FOR JULY 4, 2022
FIREWORKS DISPLAY**

THIS AGREEMENT, made and entered into the ____ day of _____, 2022,
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

**ZAMBELLI FIREWORKS
MANUFACTURING CO.**
a foreign profit corporation
1060 Holland Drive, Suite J
Boca Raton, Florida 33487
(hereinafter "CONTRACTOR")

WHEREAS, CITY is desirous of providing a fireworks display on July 4, 2022; and

WHEREAS, CITY staff has reviewed the proposal and recommends that CONTRACTOR be selected for the services identified and attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

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. PURPOSE

CITY hereby retains CONTRACTOR to provide fireworks display on July 4, 2022.

SECTION 3. SCOPE OF WORK

Subject to the terms and conditions of this Agreement, CITY hereby retains CONTRACTOR to provide the services detailed in the Scope of Work, attached hereto and incorporated herein as Exhibit "A."

SECTION 4. RESPONSIBILITIES OF CITY

CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

SECTION 5. COMPENSATION

CITY agrees to pay to CONTRACTOR an amount not to exceed Thirty-Seven Thousand Five Hundred (\$37,500.00) dollars for the services designated in Exhibit "A."

SECTION 6. TERM OF AGREEMENT

This Agreement will commence upon date of execution and shall terminate upon the completion of services, unless otherwise terminated pursuant to Section 7 of this Agreement.

SECTION 7. TERMINATION

7.01 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.

7.02 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.

SECTION 8. INDEMNIFICATION

8.01 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.

8.02 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.

8.03 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.

8.04 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 Florida Statutes 768.28, as amended from time to time.

8.05 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.

SECTION 9. 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.

SECTION 10. INSURANCE

10.01 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.
- (f) Owner's or Contractor's Protective Liability.

10.02 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.

10.03 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. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 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.

10.05 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 One Million (\$1,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

10.06 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.

10.07 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.

10.08 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.

10.09 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.

10.10 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 11. ACCIDENT PREVENTION

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable

to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

SECTION 12. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

SECTION 14. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. PERMITS, FEES AND LICENSES

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. TAXES

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. CONFLICT OF INTEREST

17.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

17.02 CONTRACTOR is aware of the conflict-of-interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

SECTION 18. WARRANTIES

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 Changes in Staff. CONTRACTOR will advise CITY not less than thirty (30) days in advance of any proposed changes in CONTRACTOR's staff assignment to enable CITY an opportunity to discuss such proposed changes with CONTRACTOR.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall

avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

SECTION 22. 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, DEBRA THOMAS, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, DTHOMAS@CORALSPRINGS.ORG, TELEPHONE NUMBER (954) 344-1067.

22.03 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.

REQUEST FOR NONCOMPLIANCE

(a) 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.

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

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

CIVIL ACTION

(a) 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, if:

(1) The court determines that CONTRACTOR unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that CONTRACTOR has not complied with the request, to CITY and to CONTRACTOR.

(b) A notice complies with subparagraph (a)2. if it is sent to CITY'S custodian of public records and to CONTRACTOR at CONTRACTOR'S address listed on its contract with CITY or to CONTRACTOR'S registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) Any CONTRACTOR who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION 23. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 24. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. ATTORNEY'S FEES AND COSTS

In the event that the CITY is required to file legal action against CONTRACTOR to collect any amounts due under this Agreement, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. GOVERNING LAW; VENUE

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

26.02 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.

SECTION 27. CONSTRUCTION OF AGREEMENT

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. SEVERABILITY

Should any part, term or provision of this Agreement 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 29. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in the Exhibit "A," the terms of this Agreement shall control.

SECTION 30. FORCE MAJEURE

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.

SECTION 31. 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 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 32. 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.org

COPY TO: Alexander Falcone, Director of Emergency Management
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 346-1280
Email: afalcone@coralsprings.org

CONTRACTOR: Zambelli Fireworks Manufacturing Co.
1060 Holland Drive, Suite J
Boca Raton, Florida 33487

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and ZAMBELLI FIREWORKS MANUFACTURING CO. 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:

Sherry Whitacre

Sherry Whitacre (Mar 24, 2022 13:02 EDT)

SHERRY WHITACRE

Senior Deputy City Attorney

**ZAMBELLI FIREWORKS
MANUFACTURING CO.**

By: Edward J Meyer
Edward J Meyer (Mar 24, 2022 11:33 EDT)

Title: Managing Partner

Print Name: Edward J Meyer

Exhibit "A"

Zambelli

FIREWORKS

***FIREWORKS PROPOSAL
The City of Coral Springs
July 4th Celebration***



***Tony Sawdey/ Project manager
1060 Holland Drive- Suite J
Boca Raton, FL 33487
561-395-0955***

Zambelli

FIREWORKS

Independence Day Celebration City of Coral Springs July 4th Fireworks

Show Date: July 4th, 2022

Show Duration: 24-25 minutes;

All-inclusive Budget: \$37,500

Insurance Liability Coverage: \$10 Million Dollars to cover the Fireworks Display.

Transportation Liability Coverage: \$5 Million as required by United States Department of Transportation.

Worker's Compensation: Pyro-technicians will meet all of the requirements of the Worker's Compensation Laws of Florida.

License & Permits: Zambelli Fireworks will obtain all required local, county and state fireworks permits and approvals.

Transportation: Fireworks and equipment will be delivered by qualified drivers as required by US DOT.

Personnel: Only Florida trained and licensed lead technicians and trained assistants will be assigned to the display.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123, 1124 & 1126 codes and state/local codes will be strictly enforced.

Terms: Net 30

Zambelli

FIREWORKS

Shell listing quantities \$37,500:

Opening Barrage:

170 - three inch color display shells
40 - three inch titanium-salute shells
2 - 36 shot Cake Multi-Shot Barrages (Red, White and Blue)
2 - 25 shot Cake Multi-Shot Barrages

Total Shells	210 shells
Total Multi-Shots	122 shots
Total Effects	332 shells/shots

Main Body:

600 - three inch color display shells
3 - 36-shot 2" Fan Multi-shot devices
2 - 25 shot, multi shot devices
10 - 36 shot, multi shot devices
4 - 49 shot, multi shot fan devices
4-100 shot, multi shot devices

Total Shells	600 shells
Total Multi-Shots	978 shots
Total Effects	1,578 shells/shots

Mid-Finale

170 - three inch color displays shells
20 - three inch titanium salutes

Total Shells	190 shells
Total Effects	190 shells/shots

Zambelli

FIREWORKS

Grand Finale

480 - three inch color display shells
120 - three inch titanium salutes
2 – 100 shot finale color to salute devices

Total Shells	600 shells
Total Multi-shots	500 shots
Total Effects	1,100 shells/shots

Total Effects Shells/Devices \$37,500:

Total 3 inch aerial shells	1600 shells
Total Multi-Shot Devices	1600 shots
Total Shells/Effects	3,200 shells/shots

Zambelli

FIREWORKS

Narrative Show Description:

OPENING: An opening barrage is designed to attract the attention of the audience and entice them to pay attention..."The show has just begun!" The opening barrage for the display will certainly impress as multiple shots of comet tails and aerial effects will fill the night's air. As the opening barrage grows, the intensity of colors and sound will permeate the skies. **30-45 seconds.**

FEATURE PRESENTATION: The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and spacing the perfect effects with one another and building themes throughout the show. Some fireworks are designed to have extreme intensity while others are designed to slow the pace down with slower, softer effects. The design team hand picks every product used to ensure there are nearly no duplicates of tableaux throughout the program. The audience will enjoy a fully designed display. The intensity will continue to grow until.... **20-22 Minutes.**

FAKE FINALE: The Fake Finale is a mini finale barrage that is designed to make the audience believe that we are done. After a brief pause, we start up again and build into.....

...the **GRAND FINALE:** and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the biggest and best Finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired with multiple products and effects to cover every inch of sky. **60-90 seconds.**

Zambelli

FIREWORKS

The next pages represent the shells provided for the display. A (M) represents either multi-color or multi-breaking. An (S) is a special, unique or design shell.

3" Shells (all with rising tails):

<i>Multi-Color Chrysanthemum (M)</i>	<i>Colorful Floating Stars (S)</i>
<i>Flashing Gold Lights (S)</i>	<i>Blue to Purple Starbursts (M)</i>
<i>Yellow Waves</i>	<i>Sparkling Red Lights (S)</i>
<i>Sparkling Pink Lights (S)</i>	<i>Blue Waves</i>
<i>Golden Waves</i>	<i>Gold Sparkling Kamikazes (S)</i>
<i>Blue Peony</i>	<i>White Waves</i>
<i>Splendid Red Flowers</i>	<i>Silver Chrysanthemum</i>
<i>Sparkling Silvery Lights (S)</i>	<i>Sparkling Golden Lights (S)</i>
<i>Red Waves</i>	<i>Green Rings with tails (M)</i>
<i>Peacock Tail (S)</i>	<i>Red - Blue Chrysanthemum (M)</i>
<i>Purple Chrysanthemum</i>	<i>Red Ring with Rising Tail (S)</i>
<i>Variiegated Colorful Flowers (M)</i>	<i>Purple Peony w/ Silver Pistil(M)</i>
<i>Kaliedescope with Silver Pistil (S)</i>	<i>White Crackling Flowers (S)</i>
<i>Pink Strobe</i>	<i>Purple Crackling (S)</i>
<i>Blue Dahlia with tail</i>	<i>Red, White and Blue Bees (M,S)</i>
<i>Red, White and Blue Dragon Eggs (M)</i>	<i>Silver Strobes</i>
<i>Green Dahlia</i>	<i>Blue Bees (S)</i>
<i>Silver Crowns (S)</i>	<i>Crackling Spider (S)</i>
<i>Sparkling Gold Lights (S)</i>	<i>Blooming silvery (S)</i>
<i>Red Floating Stars (S)</i>	<i>Yellow to Red Dahlia (M)</i>
<i>Green Floating Stars (S)</i>	<i>Pink Peony</i>
<i>R,W and B Stars (M)</i>	<i>Purple Dahlia</i>
<i>Blue Crackling Dahlia (S)</i>	<i>Green Crackling with pistil (S)</i>
<i>White Flitters (S)</i>	<i>Spangles to Variiegated (M)</i>
<i>Silver Wave to Green Peony (M)</i>	<i>Purple Coconut Tree (S)</i>
<i>Silver Peony with Cocoon (S)</i>	<i>Red to Blue Rings (M)</i>
<i>White Twinkling Chrysanthemum</i>	<i>Green to Purple Peony (M)</i>

Zambelli

FIREWORKS

Finales – all with tails

Golden Waves

Red, White and Blue Chrysanthemum

Silvery Brocades

Orange Peony

Flashing Lights

Coconut Trees

Titanium-Salutes

White Strobes

Gold Brocades

Lemon Peony

Red Dahlia

Green Peony

Multi-Shot Devices Listing:

49 Shot Cake (2)

49 Shot Cake (2)

49 Shot Cake (2)

49 Shot Cake (2)

36 Shot Cake (2)

36 Shot Cake (2)

36 Shot Cake (2)

100 Shot Cakes (4)

100 Shot Cakes (2)

100 Shot Cakes (4)

300 Shot Cakes (4)

Red, White and Blue Moons

Silver Barrier Fans

Red Crossettes

Variiegated Moons with Silver Tails

Super Brocade

Green Dahlias with Tails

Brocade Crowns with Golden Tails

Red, White and Blue Moons (fast duration)

Grand Finale Comets

Silver Crossette Fan Box

Finales Devices with Color and Salutes

Zambelli

FIREWORKS

Zambelli Fireworks Team

Danielle Fredrickson

Office Manager/ Inside Sales/
Customer Service
Office: 561-395-0955
dfredrickson@zambellifireworks.com

Tony Sawdey

Project Manager/ Sales/
Certified Technician
Cell: 218-820-2372
tsawdey@zambellifireworks.com



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Foreign Profit Corporation

ZABELLI FIREWORKS MANUFACTURING CO.

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Principal Address

1060 HOLLAND DRIVE
BOCA RATON, FL 33432

Changed: 04/04/2019

Mailing Address

120 Marshall Drive
Warrendale, PA 15086

Changed: 04/22/2019

Registered Agent Name & Address

Meyer, Edward J
1 W. CAMINO REAL
BOCA RATON, FL 33487

Name Changed: 06/10/2014

Address Changed: 02/01/2008

Officer/Director Detail

Name & Address

Title Controller

Haller, Robert C
120 Marshall Drive
Warrendale, PA 15086

Title Treasurer

McKnight, Robert Gary
 519 Jennifer Drive
 Gibsonia, PA 15044

Title President

Meyer, Edward J
 1060 HOLLAND DRIVE
 BOCA RATON, FL 33432

Annual Reports

Report Year	Filed Date
2019	04/22/2019
2020	02/26/2020
2021	03/12/2021

Document Images

03/12/2021 -- ANNUAL REPORT	View image in PDF format
02/26/2020 -- ANNUAL REPORT	View image in PDF format
04/22/2019 -- ANNUAL REPORT	View image in PDF format
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03/15/2016 -- ANNUAL REPORT	View image in PDF format
03/18/2015 -- ANNUAL REPORT	View image in PDF format
06/10/2014 -- ANNUAL REPORT	View image in PDF format
04/15/2013 -- ANNUAL REPORT	View image in PDF format
08/27/2012 -- ANNUAL REPORT	View image in PDF format
03/11/2011 -- ANNUAL REPORT	View image in PDF format
09/27/2010 -- REINSTATEMENT	View image in PDF format
06/25/2009 -- ANNUAL REPORT	View image in PDF format
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05/08/2007 -- ANNUAL REPORT	View image in PDF format
06/20/2006 -- ANNUAL REPORT	View image in PDF format
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05/01/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

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Florida Department of State, Division of Corporations









Agreement with Zambelli Fireworks

Final Audit Report

2022-03-24

Created:	2022-03-24
By:	Yasmin Teja (yteja@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlzrcF98B7Fiwle9B-abeZg-YDgORdkU

"Agreement with Zambelli Fireworks" History

-  Document created by Yasmin Teja (yteja@coralsprings.org)
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-  Document emailed to Edward J Meyer (dfredrickson@zambellifireworks.com) for signature
2022-03-24 - 3:08:30 PM GMT
-  Email viewed by Edward J Meyer (dfredrickson@zambellifireworks.com)
2022-03-24 - 3:32:31 PM GMT- IP address: 104.47.57.254
-  Document e-signed by Edward J Meyer (dfredrickson@zambellifireworks.com)
Signature Date: 2022-03-24 - 3:33:32 PM GMT - Time Source: server- IP address: 170.55.2.194
-  Document emailed to Sherry Whitacre (swhitacre@coralsprings.org) for signature
2022-03-24 - 3:33:33 PM GMT
-  Email viewed by Sherry Whitacre (swhitacre@coralsprings.org)
2022-03-24 - 5:01:16 PM GMT- IP address: 206.204.38.64
-  Document e-signed by Sherry Whitacre (swhitacre@coralsprings.org)
Signature Date: 2022-03-24 - 5:02:12 PM GMT - Time Source: server- IP address: 24.233.167.201
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2022-03-24 - 5:02:12 PM GMT

Summary Sheet

Agenda Item: 20.

Meeting Date: April 6, 2022

Subject: Horticultural Services – Citywide (John Norris)

Requested Action:

Request to renew the contract for Horticultural Services, RFP #17-B-124 with **Everglades Environmental Care, Inc.** of Miami, FL; **Innovative Grounds Management of Florida, LLC** of Margate, FL; **Landscape Service Professionals, Inc.** of Coral Springs, FL; and **Juniper Landscaping of Florida, LLC** of Fort Myers, FL from May 1, 2022 through April 30, 2024. The estimated annual expenditure is \$2,000,000. Funding Source: Approved Operating Budget. Strategic Goal: An Attractive Community. (REQUEST TO RENEW)

Funding Source: Approved Operating Budget

Term Or Effective Date: May 1, 2022 through April 30, 2024

Placement: Policy Formation and Direction

Attachments: [#1 - Everglades Environmental Care, Inc., Second Amendment](#)
[#2 - Innovative Grounds Management of Florida, LLC, Second Amendment](#)
[#3 - Landscape Service Professionals, Inc., Second Amendment](#)
[#4 - Juniper Landscaping of Florida LLC, Third Amendment](#)

Background / Description:

For the past 34 years, citywide horticultural services have been completed by various contractors using a term contract. City staff has determined that privatizing this service is more cost effective when compared to using City personnel and equipment. The City has reduced labor, equipment, maintenance, and downtime costs by utilizing outside contractors. The current term of this contract expires on April 30, 2022 and may be renewed for one additional two-year term. The total estimated annual expenditure for this service is \$2,000,000. This estimated dollar amount may vary depending on:

- Addition or deletion of sub-areas to be serviced
- Construction in certain sub-areas preventing the service from being completed
- Weather conditions preventing the service from being completed on schedule
- Price increases due to a change in the Consumer Price Index (CPI)

A 4.45% increase was approved on October 1, 2021 for Everglades Environmental Care, Inc., Landscape Service Professionals, Inc., Juniper Landscaping of Florida, LLC, and on March 7, 2022 for Innovative Grounds Management of Florida, LLC. This increase was acceptable based on the cost adjustment allowed in the contract. All four contractors have performed this service for the past four years in a professional, quality manner.

The Public Works Department, Parks and Recreation Department, and Purchasing Division staff recommend that the horticultural services contracts be renewed with Everglades Environmental Care, Inc. of Miami, Florida; Innovative Grounds Management of Florida, LLC of Margate, Florida; Landscape Service Professionals, Inc. of Coral Springs, Florida; and Juniper Landscaping of Florida, LLC of Fort Myers, Florida; in the estimated annual expenditure of \$2,000,000.

Presenting: John Norris

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL
SPRINGS AND EVERGLADES ENVIRONMENTAL CARE, INC. FOR
HORTICULTURE SERVICES**

THIS SECOND AMENDMENT TO 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 referred to as "CITY")

and

EVERGLADES ENVIRONMENTAL CARE, INC.
a Florida corporation
16705 NW 122nd Avenue
Miami, Florida 33018
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on April 4, 2018 CITY entered into an Agreement with CONTRACTOR to provide Horticulture Services (hereinafter "Agreement"); and

WHEREAS, the current term expires on April 30, 2022 and may be renewed for one (1) additional (2) two-year term, subject to satisfactory performance by CONTRACTOR; and

WHEREAS, both parties are desirous of extending the term of the Agreement for the final two (2) term and to provide an updated Rate Schedule, as shown on Exhibit "A;" and

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered to CITY hereunder, the parties hereby agree as follows:

SECTION 1. RECITALS

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

SECTION 2. TERM

The parties hereby renew the Agreement for an additional two (2) year term, extending the Agreement to April 30, 2024.

SECTION 3. The parties acknowledge the updated pricing as shown on the attached Exhibit "A."

SECTION 4. Section 18 is hereby replaced in its entirety to read as follows:

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
Telephone: (954) 344-1104
Email: gdixon@coralsprings.org

COPY TO: John Norris, Director of Public Works
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 345-1166
Email: jnorris@coralsprings.org

CONTRACTOR: Steven Mazzearella, Vice President
Everglades Environmental Care, Inc.
16705 NW 122nd Avenue
Miami, Florida 33018
Tel.: (305) 828-8282
Fax: (305) 828-8080

SECTION 5. Section 20 is hereby created to read as follows:

FORCE MAJEURE

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.

SECTION 6. Section 21 is hereby created to read as follows:

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 7. All other conditions and terms of the original agreement, as amended, not specifically amended herein, remain in full force and effect.

SECTION 8. SEVERABILITY

Should any part, term or provision of this Second 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 8. This Second Amendment shall effective upon approval of the CITY.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and EVERGLADES ENVIRONMENTAL CARE, 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:

Sherry Whitacre
Sherry Whitacre (Feb 28, 2022 08:26 EST)

SHERRY WHITACRE
Senior Deputy City Attorney

**EVERGLADES ENVIRONMENTAL
CARE, INC.**

By: Steven Mazzarella
Steven Mazzarella (Feb 25, 2022 15:02 EST)

Title: V. Pres

Print Name: Steven Mazzarella

EXHIBIT A
EVARGLADES ENVIRONMENTAL CARE, INC.
RFP 17-B-124
HORTICULTURAL SERVICES - CITY-WIDE

Section "B" Locations	Annual Cost Effective 05/01/2020	Increase of 4.45% Based on the CPI	Revised Annual Cost Effective 10/01/2021
Medians-South	\$288,997.50	\$12,860.39	\$301,857.89
Daily Response Crew-South	\$61,380.00	\$2,731.41	\$64,111.41
Master Parking	\$35,805.00	\$1,593.32	\$37,398.32
Signs-South	\$12,276.00	\$546.28	\$12,822.28
Righ of Ways-South	\$25,575.00	\$1,138.09	\$26,713.09
Lift Stations-South	\$20,460.00	\$910.47	\$21,370.47
Cul-desacs-South	\$23,529.00	\$1,047.04	\$24,576.04
Total Section B	\$468,022.50	\$20,827.00	\$488,849.50
Additional sites added:			
NW 26th Ct.	\$4,603.50	\$204.86	\$4,808.36
NW 107 Ave	\$2,455.20	\$109.26	\$2,564.46
Coral Springs Dr.	\$9,411.58	\$418.82	\$9,830.39
Lakeview Dr.	\$982.08	\$43.70	\$1,025.78
Total additional sites added:	\$17,452.36	\$776.63	\$18,228.99
Credit for Artwalk NW 31 Ct.	(\$4,260.80)	-\$189.61	-\$4,450.40
Adjusted total additional sites	\$13,191.56	\$587.02	\$13,778.59
Grand Total Section B	\$481,214.06	\$21,414.03	\$502,628.09



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Detail by Entity Name

Florida Profit Corporation

EVERGLADES ENVIRONMENTAL CARE, INC.

Filing Information

Document Number	P95000084783
FEI/EIN Number	65-0625294
Date Filed	11/02/1995
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	09/28/2005
Event Effective Date	NONE

Principal Address

16705 NW 122 AVE
MIAMI, FL 33018

Changed: 03/13/2002

Mailing Address

P.O. BOX 297200
PEMBROKE PINES, FL 33029

Changed: 09/28/2005

Registered Agent Name & Address

NEUERMAN, DONALD
16705 NW 122 AVENUE
MIAMI, FL 33018

Address Changed: 03/13/2002

Officer/Director Detail

Name & Address

Title P

DEL BOSQUE, THOMAS
16705 NW 122 AVENUE
MIAMI, FL 33018

Title VP

NEUERMAN, DONALD
16705 NW 122 AVENUE
MIAMI, FL 33018

Title VP

MAZZARELLA, STEVEN
16705 N.W. 122ND. AVE.
MIAMI, FL 33018

Annual Reports

Report Year	Filed Date
2019	02/06/2019
2020	03/05/2020
2021	01/07/2021

Document Images

01/07/2021 -- ANNUAL REPORT	View image in PDF format
03/05/2020 -- ANNUAL REPORT	View image in PDF format
02/06/2019 -- ANNUAL REPORT	View image in PDF format
01/29/2018 -- ANNUAL REPORT	View image in PDF format
02/02/2017 -- ANNUAL REPORT	View image in PDF format
02/05/2016 -- ANNUAL REPORT	View image in PDF format
02/10/2015 -- ANNUAL REPORT	View image in PDF format
01/29/2014 -- ANNUAL REPORT	View image in PDF format
02/13/2013 -- ANNUAL REPORT	View image in PDF format
01/06/2012 -- ANNUAL REPORT	View image in PDF format
01/10/2011 -- ANNUAL REPORT	View image in PDF format
02/17/2010 -- ANNUAL REPORT	View image in PDF format
02/19/2009 -- ANNUAL REPORT	View image in PDF format
01/25/2008 -- ANNUAL REPORT	View image in PDF format
03/01/2007 -- ANNUAL REPORT	View image in PDF format
02/06/2006 -- ANNUAL REPORT	View image in PDF format
09/28/2005 -- REINSTATEMENT	View image in PDF format
04/08/2004 -- ANNUAL REPORT	View image in PDF format
01/21/2003 -- ANNUAL REPORT	View image in PDF format
03/13/2002 -- ANNUAL REPORT	View image in PDF format
02/03/2001 -- ANNUAL REPORT	View image in PDF format
01/24/2000 -- ANNUAL REPORT	View image in PDF format
02/24/1999 -- ANNUAL REPORT	View image in PDF format
02/02/1998 -- ANNUAL REPORT	View image in PDF format
02/21/1997 -- ANNUAL REPORT	View image in PDF format
02/02/1996 -- ANNUAL REPORT	View image in PDF format

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Florida Department of State, Division of Corporations









Horticultural Services-City-Wide, RFP 17-B-124 - Second Amendment

Final Audit Report

2022-02-28

Created:	2022-02-25
By:	Yasmin Teja (yteja@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_6XdC-TJpsrW1L7cOwpuV2IzRuQuui7P

"Horticultural Services-City-Wide, RFP 17-B-124 - Second Amendment" History

-  Document created by Yasmin Teja (yteja@coralsprings.org)
2022-02-25 - 7:17:36 PM GMT- IP address: 24.233.167.201
-  Document emailed to Steven Mazzarella (troy1952@onebox.com) for signature
2022-02-25 - 7:19:05 PM GMT
-  Email viewed by Steven Mazzarella (troy1952@onebox.com)
2022-02-25 - 8:00:30 PM GMT- IP address: 72.169.96.128
-  Document e-signed by Steven Mazzarella (troy1952@onebox.com)
Signature Date: 2022-02-25 - 8:02:28 PM GMT - Time Source: server- IP address: 72.169.96.128
-  Document emailed to Sherry Whitacre (swhitacre@coralsprings.org) for signature
2022-02-25 - 8:02:29 PM GMT
-  Email viewed by Sherry Whitacre (swhitacre@coralsprings.org)
2022-02-28 - 1:25:44 PM GMT- IP address: 119.13.212.27
-  Document e-signed by Sherry Whitacre (swhitacre@coralsprings.org)
Signature Date: 2022-02-28 - 1:26:15 PM GMT - Time Source: server- IP address: 24.233.167.201
-  Agreement completed.
2022-02-28 - 1:26:15 PM GMT

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL
SPRINGS AND INNOVATIVE GROUNDS MANAGEMENT OF FLORIDA, LLC FOR
HORTICULTURE SERVICES**

THIS SECOND AMENDMENT TO 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 referred to as "CITY")

and

**INNOVATIVE GROUNDS MANAGEMENT
OF FLORIDA, LLC**
a limited liability company
1467 Banks Road
Margate, Florida 33063
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on April 4, 2018 CITY entered into an Agreement with CONTRACTOR to provide Horticulture Services (hereinafter "Agreement"); and

WHEREAS, the current term expires on April 30, 2022 and may be renewed for one (1) additional (2) two-year term, subject to satisfactory performance by CONTRACTOR; and

WHEREAS, both parties are desirous of extending the term of the Agreement for the final two (2) term and to provide an updated Rate Schedule, as shown on Exhibit "A;" and

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered to CITY hereunder, the parties hereby agree as follows:

SECTION 1. RECITALS

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

SECTION 2. TERM

The parties hereby renew the Agreement for an additional two (2) year term to provide an updated Rate Schedule, as shown on Exhibit "A;" extending the Agreement to April 30, 2024.

SECTION 3. Section 18 is hereby replaced in its entirety to read as follows:

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
Telephone: (954) 344-1104
Email: gdixon@coralsprings.org

COPY TO: John Norris, Director of Public Works
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 345-1166
Email: jnorris@coralsprings.org

CONTRACTOR: Terence M. Glynn, CEO
Innovative Grounds Management of Florida, LLC
1467 Banks Road
Margate, Florida 33063
Tel.: (954) 970-0015
Fax: (954) 984-9008

SECTION 4. Section 20 is hereby created to read as follows:

FORCE MAJEURE

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.

SECTION 5. Section 21 is hereby created to read as follows:

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 6. All other conditions and terms of the original agreement, as amended, not specifically amended herein, remain in full force and effect.

SECTION 7. SEVERABILITY

Should any part, term or provision of this Second 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 8. This Second Amendment shall effective upon approval of the CITY.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and INNOVATIVE GROUNDS MANAGEMENT OF FLORIDA, LLC 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:

Sherry Whitacre

Sherry Whitacre (Mar 8, 2022 17:36 EST)

SHERRY WHITACRE

Senior Deputy City Attorney

**INNOVATIVE GROUNDS MANAGEMENT
OF FLORIDA, LLC**

By: Terence M. Gynn

Title: CEO

Print Name: TERENCE M. GYNN

EXHIBIT A
INNOVATIVE GROUNDS MANAGEMENT OF FLORIDA, LLC
RFP 17-B-124
HORTICULTURAL SERVICES - CITY-WIDE

Section A Locations	Previous Annual Cost	Proposed Increase of 4.45% Based on the CPI	Revised Annual Cost Effective 3/7/2022
Medians-North	\$201,720.00	\$8,976.54	\$210,696.54
Daily Response Crew-North	\$65,000.00	\$2,892.50	\$67,892.50
Signs-North	\$18,900.00	\$841.05	\$19,741.05
Right of Way-North	\$68,100.00	\$3,030.45	\$71,130.45
Lift Stations-North	\$31,700.00	\$1,410.65	\$33,110.65
Cul-de-sacs-North	\$27,160.00	\$1,208.62	\$28,368.62
Total Section A	\$412,580.00	\$18,359.81	\$430,939.81



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Detail by Entity Name

Florida Limited Liability Company
 INNOVATIVE GROUNDS MANAGEMENT OF FLORIDA, LLC

Filing Information

Document Number	L04000054567
FEI/EIN Number	20-1404991
Date Filed	07/22/2004
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	09/17/2021
Event Effective Date	NONE

Principal Address

1467 BANKS ROAD
 MARGATE, FL 33063

Changed: 01/24/2008

Mailing Address

P O BOX 936137
 MARGATE, FL 33093

Changed: 03/23/2007

Registered Agent Name & Address

GLYNN, TERENCE M
 1467 BANKS ROAD
 MARGATE, FL 33063

Name Changed: 09/17/2021

Address Changed: 09/17/2021

Authorized Person(s) Detail

Name & Address

Title MGRM

GLYNN, TERENCE M


Second Amendment to Agreement - Innovative Grounds Management of Florida, LLC


Final Audit Report


2022-03-08


Created:	2022-03-08
By:	Yasmin Teja (yteja@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3A9bIpNIbYB2N9pY2dtHbPig5Dz-RyYo


"Second Amendment to Agreement - Innovative Grounds Management of Florida, LLC" History

 Document created by Yasmin Teja (yteja@coralsprings.org)
2022-03-08 - 9:21:59 PM GMT- IP address: 24.233.167.201

 Document emailed to Sherry Whitacre (swhitacre@coralsprings.org) for signature
2022-03-08 - 9:22:41 PM GMT

 Email viewed by Sherry Whitacre (swhitacre@coralsprings.org)
2022-03-08 - 10:35:34 PM GMT- IP address: 119.13.205.225

 Document e-signed by Sherry Whitacre (swhitacre@coralsprings.org)
Signature Date: 2022-03-08 - 10:36:08 PM GMT - Time Source: server- IP address: 24.233.167.201

 Agreement completed.
2022-03-08 - 10:36:08 PM GMT

SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND LANDSCAPE SERVICE PROFESSIONALS, INC. FOR HORTICULTURE SERVICES

THIS SECOND AMENDMENT TO 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 referred to as "CITY")

and

LANDSCAPE SERVICE PROFESSIONALS, INC.
a Florida corporation
11820 NW 37th Street
Coral Springs, Florida 33065
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on April 4, 2018 CITY entered into an Agreement with CONTRACTOR to provide Horticulture Services (hereinafter "Agreement"); and

WHEREAS, the current term expires on April 30, 2022 and may be renewed for one (1) additional (2) two-year term, subject to satisfactory performance by CONTRACTOR; and

WHEREAS, both parties are desirous of extending the term of the Agreement for the final two (2) term and to provide an updated Rate Schedule, as shown on Exhibit "A;" and

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered to CITY hereunder, the parties hereby agree as follows:

SECTION 1. RECITALS

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

SECTION 2. TERM

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SECTION 4. Section 18 is hereby replaced in its entirety to read as follows:

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
Telephone: (954) 344-1104
Email: gdixon@coralsprings.org

COPY TO: John Norris, Director of Public Works
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 345-1166
Email: jnorris@coralsprings.org

CONTRACTOR: Sandra Wilson-Benton
Landscape Service Professionals, Inc.
6115 NW 77th Way
Tamarac, Florida 33321
Tel.: (954) 721-6920
Fax: (954) 721-6923

SECTION 5. Section 20 is hereby created to read as follows:

FORCE MAJEURE

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.

SECTION 6. Section 21 is hereby created to read as follows:

E-VERIFY

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(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 7. All other conditions and terms of the original agreement, as amended, not specifically amended herein, remain in full force and effect.

SECTION 8. **SEVERABILITY**

Should any part, term or provision of this Second 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 9. This Second Amendment shall effective upon approval of the CITY.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and LANDSCAPE SERVICE PROFESSIONALS, 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:

Sherry Whitacre

Sherry Whitacre (Feb 22, 2022 11:51 EST)

SHERRY WHITACRE

Senior Deputy City Attorney

**LANDSCAPE SERVICE
PROFESSIONALS, INC.**

By: *Karmen Burn*
Karmen Burn (Feb 22, 2022 11:46 EST)

Title: Vice President

Print Name: Karmen Burn

EXHIBIT A
LANDSCAPE SERVICE PROFESSIONALS
RFP 17-B-124
HORTICULTURAL SERVICES - CITY-WIDE

Section C Locations	Annual Cost 05/01/2020	Proposed Increase of 4.45% Based on the CPI	Revised Annual Cost Effective 10/01/2021
Public Buildings	\$163,500.00	\$7,275.75	\$170,775.75
Municipal Complex/Art Walk	\$59,600.00	\$2,652.20	\$62,252.20
Total Section C	\$223,100.00	\$9,927.95	\$233,027.95



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Detail by Entity Name

Florida Profit Corporation
LANDSCAPE SERVICE PROFESSIONALS INC.

Filing Information

Document Number	P98000013927
FEI/EIN Number	65-0811791
Date Filed	02/11/1998
Effective Date	02/09/1998
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/08/2020
Event Effective Date	NONE

Principal Address

11820 NW 37TH ST
CORAL SPRINGS, FL 33065

Changed: 12/02/2019

Mailing Address

11820 NW 37TH ST
CORAL SPRINGS, FL 33065

Changed: 12/02/2019

Registered Agent Name & Address

WILSON-BENTON, SANDRA R
11820 NW 37TH ST
CORAL SPRINGS, FL 33065

Name Changed: 01/15/2008

Address Changed: 09/08/2020

Officer/Director Detail

Name & Address

Title President / Director

WILSON-BENTON, SANDRA R

5472 NW 80TH TERR.
PARKLAND, FL 33067

Title Vice President / Director

BENTON, THOMAS M
5472 NW 80TH TERR.
PARKLAND, FL 33067

Title VP, Director

BURN, STEVE H
2913 NE 48TH ST
LIGHTHOUSE POINT, FL 33064

Title VP, DIRECTOR

BURN, KARMEN A
2931 NE 48TH ST
LIGHTHOUSE POINT, FL 33064

Annual Reports

Report Year	Filed Date
2020	01/20/2020
2021	02/12/2021
2022	01/28/2022

Document Images

01/28/2022 -- ANNUAL REPORT	View image in PDF format
02/12/2021 -- ANNUAL REPORT	View image in PDF format
09/08/2020 -- Amendment	View image in PDF format
01/20/2020 -- ANNUAL REPORT	View image in PDF format
02/11/2019 -- ANNUAL REPORT	View image in PDF format
01/18/2018 -- ANNUAL REPORT	View image in PDF format
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02/24/2006 -- ANNUAL REPORT	View image in PDF format
02/28/2005 -- ANNUAL REPORT	View image in PDF format
01/09/2004 -- ANNUAL REPORT	View image in PDF format

06/02/2003 -- Amendment	View image in PDF format
02/17/2003 -- ANNUAL REPORT	View image in PDF format
04/29/2002 -- ANNUAL REPORT	View image in PDF format
02/19/2001 -- ANNUAL REPORT	View image in PDF format
03/14/2000 -- ANNUAL REPORT	View image in PDF format
03/10/1999 -- ANNUAL REPORT	View image in PDF format
02/11/1998 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations









Horticultural Services-City-Wide, RFP 17-B-124 - Second Amendment

Final Audit Report

2022-02-22

Created:	2022-02-22
By:	Yasmin Teja (yteja@coralsprings.org)
Status:	Signed
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"Horticultural Services-City-Wide, RFP 17-B-124 - Second Amendment" History

-  Document created by Yasmin Teja (yteja@coralsprings.org)
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-  Agreement completed.
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**THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL
SPRINGS AND JUNIPER LANDSCAPING OF FLORIDA, LLC FOR
HORTICULTURAL SERVICES**

THIS THIRD AMENDMENT TO 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 referred to as "CITY")

and

JUNIPER LANDSCAPING OF FLORIDA, LLC

a Florida corporation
5880 Staley Road
Fort Myers, Florida 33905
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on April 4, 2018 CITY entered into an Agreement with CONTRACTOR to provide Horticulture Services (hereinafter "Agreement"); and

WHEREAS, on September 5, 2018 CITY and CONTRACTOR entered into an Amendment to include additional horticultural services; and

WHEREAS, on April 15, 2020 CITY and CONTRACTOR entered into a Second Amendment renewing the Agreement through April 30, 2022; and

WHEREAS, the Agreement provides that it may be renewed for one (1) additional (2) two-year term, subject to satisfactory performance by CONTRACTOR; and

WHEREAS, both parties are desirous of extending the term of the Agreement for the final two (2) term and to provide an updated Rate Schedule, as shown on Exhibit "A;" and

WHEREAS, Prestige Property Maintenance, Inc. assigned the Agreement and the amendments thereto to CONTRACTOR on August 29, 2019; and

WHEREAS, Section 8 of the Agreement provides that the CITY must consent to such assignment; and

WHEREAS, CITY consents to the assignment of the Agreement and CONTRACTOR agrees to assume and agree to all terms and conditions of the Agreement and the amendments thereto; and

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered to CITY hereunder, the parties hereby agree as follows:

SECTION 1. RECITALS

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

SECTION 2.

Pursuant to Section 8 of the Agreement, CITY consents to the assignment of the Agreement and any amendments thereto from Prestige Property Maintenance, Inc. to CONTRACTOR. CONTRACTOR agrees that all rights, responsibilities, obligations, terms, and/or conditions applicable to Prestige Property Maintenance, Inc. arising from the Agreement, or the amendments thereto are assumed and agreed to by CONTRACTOR.

SECTION 3. TERM

The parties hereby renew the Agreement for an additional two (2) year term to provide an updated Rate Schedule, as shown on Exhibit “A;”, extending the Agreement to April 30, 2024.

SECTION 4. Section 18 is hereby replaced in its entirety to read as follows:

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
Telephone: (954) 344-1104
Email: gdixon@coralsprings.org

COPY TO: John Norris, Director of Public Works
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 345-1166
Email: jnorris@coralsprings.org

CONTRACTOR: Juniper Landscaping of Florida, LLC
Michael B Duke, President
5880 Staley Road
Ft. Myers, Florida 33905
Tel.: (954) 584-3465
Fax: (954) 584-2185

SECTION 5. Section 20 is hereby created to read as follows:

FORCE MAJEURE

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.

SECTION 6. Section 21 is hereby created to read as follows:

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 7. All other conditions and terms of the original agreement, as amended, not specifically amended herein, remain in full force and effect.

SECTION 8. SEVERABILITY

Should any part, term or provision of this Second 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 9. This Third Amendment shall effective upon approval of the CITY.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and JUNIPER LANDSCAPING OF FLORIDA, 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:


Sherry Whitacre

Sherry Whitacre (Mar 8, 2022 08:10 EST)

SHERRY WHITACRE

Senior Deputy City Attorney

**JUNIPER LANDSCAPING OF
FLORIDA, INC.**

By:  _____

Title: **President** _____

Print Name: Juniper Landscaping of Florida, LLC. _____

EXHIBIT A
JUNIPER LANDSCAPING OF FLORIDA, LLC
RFP 17-B-124
HORTICULTURAL SERVICES - CITY-WIDE

	Annual Cost 05/01/2020	Proposed Increase of 4.45% Based on the CPI	Revised Annual Cost Effective 10/01/2021
Section D Locations			
Sportsplex	\$97,575.00	\$4,342.09	\$101,917.09
Linear Parks	\$126,000.00	\$5,607.00	\$131,607.00
Neighborhood Parks	\$238,892.00	\$10,630.69	\$249,522.69
Total Section D	\$462,467.00	\$20,579.78	\$483,046.78
Added Sites			
North Community Park			
Mullins Park			
Cypress Park			
Cypress Park Tennis Area			
Total Added Sites	\$163,336.00	\$7,268.45	\$170,604.45
Total	\$625,803.00	\$27,848.23	\$653,651.23



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

Detail by Entity Name

Florida Limited Liability Company
JUNIPER LANDSCAPING OF FLORIDA, LLC

Filing Information

Document Number	L09000012442
FEI/EIN Number	26-4242641
Date Filed	02/06/2009
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	02/07/2022
Event Effective Date	NONE

Principal Address

5880 STALEY ROAD
FT. MYERS, FL 33905

Changed: 02/18/2011

Mailing Address

5880 STALEY ROAD
FT. MYERS, FL 33905

Changed: 02/18/2011

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS ST
TALLAHASSEE, FL 32301

Name Changed: 02/07/2022

Address Changed: 02/07/2022

Authorized Person(s) Detail

Name & Address

Title President, Authorized Member

Duke, MICHAEL B

5880 STALEY ROAD
FT. MYERS, FL 33905

Title CFO

Oulahan, Robert
5880 STALEY ROAD
FT. MYERS, FL 33905

Annual Reports

Report Year	Filed Date
2020	01/16/2020
2021	01/05/2021
2022	01/26/2022

Document Images

02/07/2022 -- CORLCRACHG	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
12/01/2021 -- CORLCRACHG	View image in PDF format
01/05/2021 -- ANNUAL REPORT	View image in PDF format
01/16/2020 -- ANNUAL REPORT	View image in PDF format
01/18/2019 -- ANNUAL REPORT	View image in PDF format
03/05/2018 -- ANNUAL REPORT	View image in PDF format
05/16/2017 -- ANNUAL REPORT	View image in PDF format
12/16/2016 -- Merger	View image in PDF format
03/11/2016 -- ANNUAL REPORT	View image in PDF format
01/28/2015 -- ANNUAL REPORT	View image in PDF format
06/30/2014 -- CORLCRACHG	View image in PDF format
03/06/2014 -- ANNUAL REPORT	View image in PDF format
04/04/2013 -- ANNUAL REPORT	View image in PDF format
02/14/2012 -- ANNUAL REPORT	View image in PDF format
02/18/2011 -- ANNUAL REPORT	View image in PDF format
02/11/2010 -- ANNUAL REPORT	View image in PDF format
02/06/2009 -- Florida Limited Liability	View image in PDF format










Third Amendment to Agreement with Prestige aka Juniper -

Final Audit Report

2022-03-08

Created:	2022-02-28
By:	Yasmin Teja (yteja@coralsprings.org)
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"Third Amendment to Agreement with Prestige aka Juniper -" History

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-  Agreement completed.
2022-03-08 - 1:10:33 PM GMT

Summary Sheet

Agenda Item: 21.

Meeting Date: April 6, 2022

Subject: Appointment, Charter School Advisory Board (Melissa Heller)

Requested Action: Request to consider appointment of Patrick Rogers to the Business Representative seat of the Charter School Advisory Board. (REQUEST TO APPOINT)

Placement: Policy Formation and Direction

Attachments: [#1 - Rogers, Patrick](#)

Background / Description: The Charter School Advisory Board advises the Charter School Governing Board (City Commission) on matters concerning the Coral Springs Charter School. The Advisory Board consists of nine (9) members: seven (7) are voting members and two (2) are ex officio non-voting members. There is currently an open seat for the voting position of Business Representative. Staff requests that the City Commission consider one (1) applicant for the vacant Business Representative seat Charter School Advisory Board. The term of office for this seat will begin October 1, 2021 (retroactive) and conclude September 30, 2023.

#1 – Rogers, Patrick

Only applied to this committee

Not currently serving on another committee

Video: Yes

Application Form

Profile

Patrick _____ Rogers _____
 First Name Middle Initial Last Name

 Email Address

 Home Address Suite or Apt

 City State Postal Code

 Primary Phone Alternate Phone

Equities Trader _____
 Occupation

Which Boards would you like to apply for?

Charter School Advisory Board: Submitted

Question applies to Charter School Advisory Board

Which seat would you like to apply for? *

Business Representative

Length of Residence in Coral Springs

32 years

Length of Time as a Business Person in Coral Springs

25 years

Interests & Experiences

Why are you interested in serving on a board or committee?

I believe with my financial knowledge and life experience I can be an asset to the board in developing the future for coral springs charter. I'm submitting my video which will give more back round on myself. Any questions please reach out _____ or i can meet in person. please let me know if video doesn't come through--seem to be having issues

Please record a short video (90 seconds or less) explaining how your experience and interests are related to the board or committee you have applied to.

Please upload your video here:

Upload a Resume

Supplemental Questions

Do you have any relatives employed by the City? If yes, please state name(s):

no

Are you aware of any potential conflict of interest that may arise from your serving on this/these boards? If yes, please explain:

no

Do you have monies owed to the City that are delinquent? If yes, please explain:

no

Do you have any pending code violations relating to property owned by you in the City? If yes, please explain:

no

Do you have any violations relating to other City codes? If yes, please list:

no

Certification

I acknowledge that I have read the following statement: If appointed to this board or committee, Florida's Sunshine laws will apply to your participation. Upon appointment, you will receive additional information relating to Florida's Sunshine laws. If you have questions related to Florida's Sunshine laws, please contact the City Clerk at 954-344-1065.

Yes No

I hereby certify that all statements made in this application are true and complete. Permission is granted to the City of Coral Springs to investigate and verify criminal history and any information provided on this and successive documents completed for purposes of my appointment to the City Board or Committee. In return for consideration of my application, I release any person who provides information pertaining to me from all claims or liabilities that might otherwise result from such information or opinions.

I Agree

Signature (Please type full name)

Patrick rogers

Date

2-17-2022

RESUME--modified since I havent appled for a job in 25 years.
EDUCATION:

GRADUATED FROM FLORIDA ATLANTIC UNIVERSITY BS MICROBIOLOGY 1994
COMPLETED CERIFIED FINANCIAL PLANNER DENVER COLORADO 1995-1997

PRESIDENT ROGERS FINANCIAL CORP 1997

- HEAD TRADER IN FINANCIAL MARKETS
- EXTENSIVE KNOWLEDGE IN ALL ASPECTS OF INVESTING.
- DIVERSIFYING PORTOFOLIOS LONG AND SHORT TERM GOALS.
- SUBCONTRACT WITH AVATAR SECURITIES NYC
- SERIES 7 AND 55 LICENSE

REDIDENT CORAL SPRINGS OVER 30 YEARS

CAPTAIN OF SOUTH FLORIDA WHEELCHAIR RUGBY TEAM 1999-PRESENT

Summary Sheet

Agenda Item: 22.

Meeting Date: April 6, 2022

Subject: Appointment, Financial Advisory Committee (Kim Moskowitz)

Requested Action: Request to consider appointment of Robert Fogel to the Financial Advisory Committee. (REQUEST TO APPOINT)

Funding Source: Not Applicable

Placement: Policy Formation and Direction

Attachments: [#1 - Fogel, Robert](#)

Background / Description:

The mission of the Financial Advisory Committee is to develop new revenue sources and alternatives to ensure the City's financial health. The objectives are to research and review all potential revenues permitted by legislature and its applicability in the City; to promulgate charges for services consumed by individuals or groups and not the community at large; and to ensure that new revenue for City services are provided to non-residents. The committee reviews and comments on other financial matters of City business. Examples are: internal and external audit work plan and financial report review, insuring procurement and financial policy.

Current Membership: 7 Members

#1 - Fogel, Robert

Also applied to Economic Development Advisory Committee

Currently serving on Customer Involved Government Committee

Video: No

Application Form

Profile

Robert _____ A _____ Fogel _____
First Name Middle Initial Last Name

_____ _____
Email Address

_____ _____
Home Address Suite or Apt

_____ _____
City State Postal Code

_____ _____
Primary Phone Alternate Phone

Retired _____
Occupation

Which Boards would you like to apply for?

Financial Advisory Committee: Submitted

Length of Residence in Coral Springs

32 years

Length of Time as a Business Person in Coral Springs

N/A

Interests & Experiences

Why are you interested in serving on a board or committee?

I am interested in the long time preservation of our City.

Please record a short video (90 seconds or less) explaining how your experience and interests are related to the board or committee you have applied to.

Please upload your video here:

Supplemental Questions

Do you have any relatives employed by the City? If yes, please state name(s):

No

Are you aware of any potential conflict of interest that may arise from your serving on this/these boards? If yes, please explain:

No

Do you have monies owed to the City that are delinquent? If yes, please explain:

No

Do you have any pending code violations relating to property owned by you in the City? If yes, please explain:

No

Do you have any violations relating to other City codes? If yes, please list:

No

Certification

I acknowledge that I have read the following statement: If appointed to this board or committee, Florida's Sunshine laws will apply to your participation. Upon appointment, you will receive additional information relating to Florida's Sunshine laws. If you have questions related to Florida's Sunshine laws, please contact the City Clerk at 954-344-1065.

Yes No

I hereby certify that all statements made in this application are true and complete. Permission is granted to the City of Coral Springs to investigate and verify criminal history and any information provided on this and successive documents completed for purposes of my appointment to the City Board or Committee. In return for consideration of my application, I release any person who provides information pertaining to me from all claims or liabilities that might otherwise result from such information or opinions.

I Agree

Signature (Please type full name)

Robert A Fogel

Date

12/13/2021

ROBERT FOGEL

Executive Summary

Retail operations strategist and chain expansion specialist in highly competitive metropolitan areas. Demographic and retail site analyst. Contract negotiations for leases, insurances, advertising and procurement. Operational emphasis on policies, procedures, professional standards, inventory and payroll control, merchandising, associate training and development, education and community involvement.

Continuing Education & Professional Development

- Organizational Behavior Courses at Columbia University
 - City College of NY
- National Grocer's Association Member
- Investment & Real Estate Education
 - Bilingual Spanish



Objective

Executive management position in a regional or national company with expansion plans.

Experience & Accomplishments

Retail Industry Consultant

Dade, Broward & Palm Beach County, Florida / 2008-2015

- Advised retailers and landlords in site development utilizing competitive analysis, market share and profitability.

Independent Owner of Neighbors IGA Supermarkets

Cutler Bay & Sunrise, Florida / 1992-2008

- Accomplished sixteen consecutive years of profitability surrounded by major chain competition; Publix, Winn Dixie & Walmart. Created a niche marketing concept catering to our diverse neighborhoods focusing on meat, produce, perishables and ethnic specialty grocery lines.
- Chairman of the Board for forty South Florida IGA stores over ten years. This led to increases of one million dollars yearly in ad revenues for all members, through the development of a highly competitive ad program. The South Florida IGA group attained the highest group sales per store of all IGA members nationwide.

Independent Market Research

Wooley's Supermarket / Boca Raton, Florida / 1990-1992

- Researched the south Florida independent market, and analyzed the wholesale warehouse operations that were available to independents. Expanded the market search from the Keys, to the West Coast, Treasure Coast, Orlando, Space Coast and the Panhandle.

Vice President of Operations Shoprite Supermarkets

Elizabeth, NJ / 1987-1990

- Full accountability for P&L management, gross margin control, payroll and inventory control with a focus on all perishable departments and grocery.
- Opened nine ShopRite Supermarkets from site selection to grand openings.
- Remodeled twenty-two ShopRite Supermarkets in a diverse five state market.
- Responsible for expansion into the Philadelphia market over 21 months collaborating and utilizing Wakefern's support services, building a successful team.
- Changed an unprofitable culture in existing corporate stores, resulting in an 80% net profit improvement and sales increases for three consecutive years.

Director of Store Operations Food Emporium (A&P)

Montvale, NJ / 1984-1987

- Successfully converted twenty seven Shopwell Stores to Food Emporium Stores (A&P). The Food Emporiums were a new upscale gourmet concept at the time.

Shopwell Supermarkets

New York Metropolitan Area / 1966-1984

- Promoted to all aspects of supermarket operations over the years throughout the Shopwell Chain; Operations Manager, Grocery Sales Manager, District Manager, Deli, Dairy Sales Manager, Inventory Control Supervisor, Grocery Specialist, Store Manager, Assistant Store Manager, and several Clerk positions.