NORTH SPRINGS IMPROVEMENT DISTRICT

MEETING OF THE BOARD OF SUPERVISORS

December 04, 2024

North Springs Improvement District

9700 NW 52 Street Coral Springs, FL 33076
Phone (954) 752-0400 Fax (954) 755-7317

November 27, 2024

Board of Supervisors
North Springs Improvement District

Dear Board of Supervisors:

A meeting of the Board of Supervisors of North Springs Improvement District will be held on **Wednesday, December 04, 2024**, **at 4:00 P.M.** at 9700 NW 52nd Street, Coral Springs, Florida. Following is the advance agenda:

1. Roll Call
2. Approval of November 06, 2024, Meeting Minutes
3. Audience Comments and Supervisors' Requests on Non-Agenda Items
4. Staff Reports
   - **A. Manager**
     - I. Consideration of Quote No. 150632-111524 from ID Wholesaler for the Purchase of an ID Card Maker
   - **B. Attorney**
   - **C. Engineer**
     - I. Approval of Change Order No. 1 to Task Order 0422-1, Carbon Dioxide Feed System
     - II. Award of Contract for RFP 2024-10, Professional Interior Design, Installation, and Facility Planning Services
5. Approval of Financials and Check Registers
6. Adjournment

SECOND
ORDER OF BUSINESS

November 06, 2024, Meeting Minutes

MINUTES OF MEETING
NORTH SPRINGS IMPROVEMENT DISTRICT

The regular meeting of the Board of Supervisors of the North Springs Improvement District was held Wednesday, **November 6, 2024** at 4:00 p.m. in the district office, 9700 N.W. 52nd Street, Coral Springs, Florida.

Present and constituting a quorum were:

Grace Solomon	President
Anthony Avello	Secretary
Vince Moretti	Assistant Secretary

Also present were:

Rod Colon	District Manager
Brian Sherman	District Counsel
Jane Early	District Engineer via Zoom
Brenda Richard	District Clerk
Katherine Castro	Executive Assistant
Donna Holiday	GMS-South Florida, LLC via Zoom
Sergeant Mears	Coral Springs Police Department

The following is a summary of the discussions and actions taken at the July 10, 2024 regular Board of Supervisor's meeting of the North Springs Improvement District.

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Colon called the meeting to order at 4:00 p.m. and called the roll.

SECOND ORDER OF BUSINESS **Approval of the Minutes of the October 2, 2024 Meeting**

On MOTION by Ms. Solomon seconded by Mr. Avello with all in favor the minutes of the October 2, 2024 meeting were approved as presented.

THIRD ORDER OF BUSINESS **Audience Comments on Non-Agenda Items and Supervisor's Requests**

There being none, the next item followed.

FOURTH ORDER OF BUSINESS **Resolution 2025-01 Supporting a Letter of No Objection to a Proposed Amendment to Ch. 2005-341, Laws of Florida, as Amended**

Mr. Sherman stated this resolution is basically supporting the letter of no objection. I have been working with Representative Hunschofsky and her staff regarding codification within our special act.

> On MOTION by Ms. Solomon seconded by Mr. Avello with all in favor Resolution 2025-01 Supporting a Letter of No Objection to a Proposed Amendment to Ch. 2005-341, Laws of Florida, as Amended was approved.

FIFTH ORDER OF BUSINESS **Resolution 2025-02 Declaring Certain Tangible Personal Property Surplus Equipment**

> On MOTION by Mr. Avello seconded by Ms. Solomon with all in favor Resolution 2025-02 Declaring Certain Tangible Personal Property Surplus Equipment was approved.

SIXTH ORDER OF BUSINESS **Staff Reports**

A. Manager

Authorization to Expend an Amount Not to Exceed $200,000 On Purchase of Ford F-150 and F-250 (or equivalent)

> On MOTION by Ms. Solomon seconded by Mr. Avello with all in favor staff was authorized to expend an amount not to exceed $200,000 on the purchase of a Ford F-150 or F-250, or equivilant.

B. Attorney

Mr. Sherman stated with the passage of Resolution 2025-01 our office will work with the staff of Representative Hunschofsky to process that. Her staff requested that we submit the

resolution along with a letter, they will process it at that point. No further action on behalf of the district will be required.

Due to the election results the referendum for the North Springs Improvement District going to a five-member board did pass pending certification of the election results by the canvassing board. Once the results are certified we will work with district staff and the supervisor of elections to make sure all deadlines are met regarding the onboarding process for the amendment beginning June 2026 with the two additional seats coming on for the election for November 2030.

C. Engineer

Deduct Change Order 2 and Final for RFP 2016-09 Design-Build Construction Services for Concentrate Deep Injection Well in the amount of -$379,615.41

On MOTION by Ms. Solomon seconded by Mr. Avello with all in favor change order no. 2 and final for RFP 2016-09 for a net deduction of $379,615.41 was approved.

SEVENTH ORDER OF BUSINESS Approval of Financials and Check Register

On MOTION by Mr. Moretti seconded by Ms. Solomon with all in favor the check register was approved.

EIGHTH ORDER OF BUSINESS Adjournment

On MOTION by Ms. Solomon seconded by Mr. Avello with all in favor the meeting adjourned at 4:06 p.m.

Anthony Avello
Secretary

Grace Solomon
President

THIRD
ORDER OF BUSINESS

Audience Comments and Supervisors' Requests on Non-Agenda Items

FOURTH
ORDER OF BUSINESS

STAFF REPORTS – A. MANAGER

Consideration of Quote No. 150632-111524 from ID Wholesaler for the Purchase of an ID Card Maker

FALL PROMO THROUGH NOVEMBER 29th! $20 off orders over $200 with code FALL20. $75 off orders over $500 with code FALL75

IDWholesaler.
We know ID. It's what we do.

Date: 11/15/2024

A: 5830 NW 163RD ST, Miami Lakes, FL 33014 | P: (855) 215-4139 | E: sales@idwholesaler.com | W: https://www.idwholesaler.com

Quote #: 150632-111524

Blair Ehlenfeldt | Account Manager
Email: blaire@idwholesaler.com

Bill To:

Katherine Castro
North Springs Improvement District
9700 NW 52nd Street
Coral Springs, FL 33076
katherinec@nsidfl.gov
(954)304-3671

Ship To:

Katherine Castro
North Springs Improvement District
9700 NW 52nd Street
Coral Springs, FL 33076
katherinec@nsidfl.gov
(954)304-3671

Terms and Conditions: Prices are valid for 14 days unless otherwise noted. Shipping method TBD unless indicated otherwise below. Payment method for international orders is wire transfer. Please see www.IDWholesaler.com/help for additional information. IDWholesaler has a 110% low price guarantee.

Item #	Description	Quantity	Price/Ea.	Total
70011	Fargo HDP6600 XE ID Card Printer: Dual-sided	1	7260.99	$7,260.99
94052	Two material Laminiation module	1	0	$0.00
70209	Fargo 70209 Color Ribbon - YMCK - 750 prints	1	310.99	$310.99
DC-88933	DuraClean 88933 Cleaning Kit - Cleaning Swabs & Cards	1	48.99	$48.99
70208	Fargo 70208 Clear HDP Film - 1,500 prints	1	152.99	$152.99
Recom	Recombination Fee	1	1500	$1,500.00
CustLam	Custom Lamination	12	999.89	$11,998.68

Free Shipping	0
Sales Tax	0.00

Total: **$21,272.64**

The IDW Care Promise
It is our commitment to total customer care. And it's free.

Send payments to:
ID Wholesaler
PO Box 95727
Chicago, IL 60694-5727

Sales Office:
5830 NW 163RD ST
Miami Lakes, FL 33014

FOURTH
ORDER OF BUSINESS

STAFF REPORTS – B. ATTORNEY

FOURTH
ORDER OF BUSINESS

STAFF REPORTS – C. ENGINEER

I. Change Order No. 1 to Task Order 0422-1, Carbon Dioxide Feed System

Change Order No. 1
Date:

PROJECT ADDRESS:
9700 NW 52nd Street, Coral Springs, FL 33076
CONTRACTOR/ADDRESS:
1722 Sheridan St, #129, Hollywood, FL 33020

CONTRACT DATE: 4/6/2022
ORIGINAL CONTRACT PRICE: $2,000,000.00

STATEMENT OF CHANGE

IN COMPLIANCE WITH THE SPECIFIED CONDITIONS IN THE ABOVE REFERENCED CONTRACT, THE CONTRACTOR AND THE OWNER DO BOTH HEREBY AGREE THAT THE CONTRACTOR SHALL MAKE THE FOLLOWING CHANGES, ADDITIONS OR DELETIONS TO THE WORK SPECIFIED IN THE PLANS AND SPECIFICATIONS:

DESCRIPTION OF CHANGE	INCREASE	DECREASE
CHANGE ORDER NO. 1: Contractor is required to provide a temporary H2SO4 (Sulfuric Acid) system as per the contract terms within Task Order# 0422-01. Owner (NSID) and Contractor have determined that an immediate conversion to CO2 (Carbon Dioxide) serves in the best interest of the District / Owner. In Lieu of contractor building a temporary H2SO4 system, contractor will rent a temporary CO2 trailer system at a cost equivalent to building the temporary H2SO4. Both parties have determined this cost to be 3 months of rental fees, which is equivalent to $9,000 dollars per month. It is noted by both parties that this addendum does not affect the contract completion date of September 13, 2025 nor the contract amount. ***This change order includes any amounts for changes in the sequence of work, time extensions, delays, disruptions, re-scheduling, extended overhead, acceleration and/or impact costs.***		
TOTAL INCREASE/DECREASE IN CONTRACT PRICE		**$0.0**

CONTRACT PRICE/TIME PRIOR TO THIS CHANGE ORDER:	$ 2,000,000.00	540	DAYS
NET CHANGE IN CONTRACT PRICE/TIME:	$ 0.0	0	DAYS
CURRENT CONTRACT PRICE/TIME INCLUDING THIS CHANGE ORDER. NEW DATE:	$ 2,000,000.00	540	DAYS

APPROVAL BY ENGINEER

I have examined the above changes. They are necessary to satisfactorily complete the Contract. The price changes are reasonable and I recommend that the changes be made.

RECOMMENDED BY: _____ DATE: _____

ACCEPTANCE BY CONTRACTOR

I agree that the above changes in said Contract, in accordance with the Specifications for the price changes shown, are satisfactory.

BY: _____ SIGNED: _____ DATE: _____

APPROVAL BY OWNER

The above changes are hereby approved. The contractor is authorized to proceed with these changes and the change shown in the contract price is authorized.

APPROVED BY: _____ DATE: _____
ROD COLON, DISTRICT MANAGER

FOURTH
ORDER OF BUSINESS

STAFF REPORTS – C. ENGINEER

II. Award of Contract for RFP 2024-10, Professional Interior Design, Installation and Facility Planning Services

NORTH SPRINGS IMPROVEMENT DISTRICT

To: Board of Supervisors

Re: RFP 2024-10, Professional Interior Design, Installation and Facility Planning Services

Date: November 27, 2024

Staff has evaluated the sealed bid(s) received for the professional interior design, installation and facility planning for the 5,000 square foot Welcome Center at the North Springs Preserve, which consists of the following:

- Designing and installing fixtures, (e.g. cabinetry), kitchen appliances and layout, wall and tile décor, window furnishings, furniture and other interior features.

The following bid(s) were received:

COMPANY	AMOUNT
PAX Design Corp. d/b/a Modulnova Miami	$539,980.87

Staff is recommending to award to Modulnova Miami, Inc. in the amount of $539,980.87.

NORTH SPRINGS IMPROVEMENT DISTRICT (NSID)
REQUEST FOR PROPOSALS (RFP) No. 2024-10

Professional Interior Design, Installation, and Facility Planning Services

The North Springs Improvement District seeks sealed proposals from qualified vendors for interior design, installation, and planning services per the RFP guidelines. The scope of work includes designing and installing fixtures, e.g., cabinetry, kitchen appliances and layout, wall and tile decor, window furnishings, furniture, and other interior features for a new 5,000-square-foot Welcome Center at North Springs Preserve, Coral Springs, FL. Applicants should be creative and innovative.

To be considered, interested respondents must hand-deliver or mail all requested materials by **9:00 A.M. (EST)** on **Monday, November 18, 2024.** Emailed or faxed submissions will not be accepted. The District will publicly open, read aloud the proposals, view presentations, and evaluate proposals on the specified date.

All proposals must be sealed and addressed to:

North Springs Improvement District
ATTN: District Clerk (RFP #2024-10)
9700 NW 52nd Street, Coral Springs, FL 33076

For a copy of the RFP and all related documents, please e-mail to **CLERK@NSIDFL.GOV.**

The District reserves the right to reject any or all quotes, bids, & proposals, with or without cause, to waive technical errors and informalities, reject any and all proposals that are incomplete, conditional, non-responsive, or which contain additions not allowed for; reject any or all proposals in whole or in part with or without cause and to accept any proposal from a proposer which is qualified and which, in its judgment, best serves the interests of or represents the best value to the District, and which is not necessarily the lowest quote, but rather the overall price & reputation of the Vendor. The North Springs Improvement District is an equal opportunity/affirmative action employer.

APPENDIX A

AGREEMENT BETWEEN DISTRICT AND VENDOR FOR PROFESSIONAL INTERIOR DESIGN, INSTALLATION, AND FACILITY PLANNING SERVICES

THIS AGREEMENT by and between North Springs Improvement District, an Independent Special District and public corporation of the State of Florida, as created and existing in accordance with Chapter 2005-341, Laws of Florida, as amended and recodified from time to time, ("District"), and _____, a _____, located at _____ ("Vendor") is made as of the last date of execution by any party to this Agreement;

WHEREAS, the District requires professional interior design, installation, and facility planning services for the new North Springs Preserve in Coral Springs, FL, that will serve as the Welcome Center for the NSID Preserve's operations and activities, Appendix “B” and solicited bids for the provision of such services in 2024 pursuant to RFP #2024-10 (the "RFP"); and

WHEREAS, various bids were received and evaluated and, at the meeting of the District Supervisors on _____, 2024, approval was given to contract and enter into negotiations for the provision of such services with the Vendor for a lump sum amount;

WHEREAS, Vendor has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions of the RFP, which is incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, both parties hereby acknowledge and intend to be legally bound, and agree as follows:

1. Services to be Performed. The Vendor hereby agrees to provide the District with interior design, installation, and facility planning services in the new North Springs Preserve in Coral Springs, FL, that will serve as the welcome center for the NSID Preserve's operations and activities and in accordance with the guidelines outlined in the RFP and the Scope of Services, this Agreement and all subsequent official documents that form the Contract Documents for this Contract, including any additional contract terms contained herein. The Contractor’s response to the RFP is attached hereto and incorporated into this Agreement as Appendix “C.”

2. Time of Service. Services shall be performed in a timely, professional, and workmanlike manner, as specified in the Request for Proposal or as set forth herein. The installation of all interior components shall be completed within 180 days of the execution of this Agreement with the exception of special finishes, custom fabrics, or other non-standard orders. Vendor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the District to terminate this Agreement.

3. Delays. The Vendor shall make a good-faith effort to adhere to the contracted schedule. In the event the Vendor is unable to maintain the contracted schedule (e.g., poor weather conditions, delay on non-standard orders) and does not inform the District, $100.00 per day for the failure to perform may be deducted from the Vendor's fee.

4. Term. The agreement shall be for the term of the project and all warranties related to the project. The Date of Commencement shall be designated by the District in a written Notice to Proceed provided to the Vendor.

5. Independent Vendor. Vendor has control over the means and methods by which it performs the services set forth in this Agreement. Vendor, its employees and agents, shall be deemed independent Vendors and not agents nor employees of the District, and shall not attain any rights or benefits generally afforded District employees; furthermore Vendor, its employees and agents, shall not be deemed entitled to any benefits under the District's Workers Compensation, Insurance benefits or similar laws.

6. In accordance with Section 448.095, *Florida Statutes*, Vendor agrees as follows:

a. Vendor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees
b. Owner shall terminate this Agreement if Owner has a good faith belief that Vendor is in violation of Section 448.09(1), *Florida Statutes*.
c. Vendor shall terminate any agreement with any subVendor if the Vendor has a good faith belief that the subVendor is in violation of Section 448.09(1), *Florida Statutes*. Owner may immediately terminate this Agreement for a breach of this subparagraph.
d. A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.
e. Vendor shall be liable for any and all additional costs incurred by Owner as a result of a termination for this Section.

7. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

8. Insurance. The successful firm shall provide Worker's Compensation insurance as required by law.

a. Worker's Compensation for Employer's Liability Insurance. Statutory requirements for Worker's Compensation and employer's liability of $500,000 for each accident, $500,000 disease policy limit, and $500,000 per occurrence.

b. Business Automobile Insurance. This coverage should include all owned, hired, and non-owned vehicles at a minimum combined single limit of $1,000,000.

c. General Liability Insurance. Commercial general liability coverage, including coverage for Personal & Advertising Injury, Products & Completed Operations, Contractual Liability, and Independent Vendors, with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate. **Accord forms marked "Policy" or "Location" shall be considered non-compliant.** Instead, check "Project" (meaning the "Contract") for the aggregate limit. **Add this text** "No exclusion should apply for Fellow Employees, Cross Liability, or Insured vs. Insured on the policy. Certificate Holder must be listed as Additional Insured, including Completed Operations coverage.

d. Professional Liability. Professional liability insurance at a minimum limit of $1,000,000.

e. Proposer agrees to provide the insurance written by a carrier licensed to do business in the State of Florida. To the extent available, the policy shall be an occurrence form, not a claims-made policy. Must provide the **"North Springs Improvement District Project Name and Contract Number," or this Certificate will be rejected since we will be unable to match the Certificate to** the work contemplated. Provide **all** text stated in the "Description of Operations . . ." section.

f. A certificate of insurance shall be provided for review and approval, five (5) business days after notice of technical selection. The Certificate shall provide for North Springs Improvement District to be named as an additional insured for work under this Agreement as per page 2 of our sample Certificate.

g. Liability Limits should be shown as "Primary".

h. **North Springs Improvement District shall be named as an additional insured on all insurance policies** the Vendor is required to provide or maintain, except for any applicable Workers Compensation Insurance; and all insurance policies must be from financially sound carriers authorized to do business in Florida and must include a waiver of subrogation in favor of indemnities.

The District shall be given **30** days prior written notification of Consultant's intent to cancel or modify any required insurance. Any notification less than **30** days shall be considered non-responsive.

9. Assignment/Subcontracting. Vendor shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the District's prior written consent. In the event of a corporate acquisition and/or merger, the Vendor shall provide written notice to the District within thirty (30) business days of the Vendor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which the District shall not unreasonably exercise, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represents a conflict of interest or is contrary to any local, state, or federal laws. Action by the District awarding a bid to a bidder that has disclosed its intent to assign or subcontract in its response to the RFP, without exception, shall constitute approval for the purpose of this Agreement.

10. Termination/Default. District shall notify Vendor of any failure to comply with any requirement in the Scope of Work and shall notify Vendor in writing of such failure/default. Vendor shall correct such failure/default within five **(5)** working days. District shall have the right to terminate this Agreement if such correction is not made within the time specified above. District reserves the right to cancel this Agreement, without cause, by giving thirty **(30)** days prior written notice to the Vendor of the intention to terminate. Failure of the Vendor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the District.

11. Termination Contingency. In the event that funding for the project, becomes unavailable, the District, in its sole discretion, may terminate this Agreement. This Agreement may be terminated by the District for convenience by providing thirty (30) days written notice to the Vendor. This agreement may be terminated for cause by either Party.

1. **Compensation.** District shall pay Vendor upon Vendor's completion, and District's acceptance of, the services required herein, in the amounts specified in the Bid Schedule attached hereto and made a part hereof the RFP. Such fee shall not exceed the total amount of $_____.

12. Payment. North Springs Improvement District, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement based upon the Vendor's response to the RFP.

a. The Payment Method for this contract shall be:

- Traditional - payment by check, wire transfer, or other cash equivalent.

- If there is a conflict between the terms of this Agreement and the above-referenced documents, the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above-listed order.

13. Permit/Licenses. Vendor must secure and maintain any and all permits and licenses required to complete this Agreement. All fees required for any necessary permits and licenses shall be paid by the Vendor.

14. Public Records. Public Records. Vendor, pursuant to and in accordance with Section 119.0701, Florida Statutes, and to the extent Vendor might be deemed or determined to be an "Agency" as defined in F.S. 119.011(2), shall comply with the public records laws of the State of Florida, and specifically shall:

a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

b. Upon the request of the District's custodian of public records, provide the District 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; and

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 Agreement if the Vendor does not transfer the records to the District; and

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

e. Vendor acknowledges that any requests to inspect or copy public records relating to this Agreement should be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Vendor, the Vendor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Vendor acknowledges that should Vendor fail to provide the public records to the District within a reasonable time, the Vendor may

be subject to penalties pursuant to Sections 119.10 and 119.0701(4), Florida Statutes.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE VENDOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

DISTRICT CLERK'S OFFICE
9700 NW 52ND STREET
CORAL SPRINGS, FL 33076
TELEPHONE: (954) 796-6603
EMAIL: BRENDAS@NSIDFL.GOV

15. Audit. The Vendor shall retain all records relating to this Agreement for a period of at least five **(5)** years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, DISTRICT reserves the right to have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the District's cost, upon five (5) days prior written notice.

16. Indemnification. Vendor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the District and the District's agents, officers, and employees from and against any and all suits, actions or claims, or causes of action, arising out of, related to, or in any way connected with this Agreement or the services provided hereunder (including the performance or non-performance of any of the provisions of this Agreement required of the Vendor), or of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said Vendor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said Vendor; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, regardless of any negligence of the District or District's agents, officers or employees. The provisions of this paragraph shall survive any termination or expiration of the Term of this Agreement.

17. Binding Arbitration. Binding Arbitration: All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Florida or another location mutually agreeable to the parties. All parties shall be bound by any and all rules and any award/decision rendered.

18. Governing Law/Venue. This Agreement shall be interpreted and enforced in accordance with Florida Law, not including its conflict of law provisions. The exclusive venue for any litigation arising out of or relating to this Agreement shall be in Broward County, Florida.

19. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

20. Conflict of Interest. Vendor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Florida Statutes Section 112.311. Vendor further represents that no person having a conflict of interest shall be employed by Vendor to perform any function under this Agreement. Vendor shall promptly notify the District

in writing of all such conflicts of interest or any prospective business association, interest or other circumstance with may influence or appear influence the Vendor's judgment or quality of services being provided hereunder. Such written notice shall identify the prospective business association, interest or circumstance, the nature of the work that the Vendor may undertake and shall request an opinion of the District as to whether the association, interest or circumstance would, in the opinion of the District, constitute a conflict of interest if entered into by the Vendor. The District agrees to notify the Vendor of its opinion by Certified Mail within thirty (30) days of receipt of notification by the Vendor if, in the opinion of the District, the prospective business association, interest or circumstance shall be deemed a conflict of interest with respect to services provided to the District by the Vendor under the terms of this Agreement. This Agreement does not prohibit the Vendor from performing services for any other special purpose taxing District, and such retention of the Vendor shall not constitute a conflict of interest under this Agreement.

21. Documents Compromising Agreement. The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

a. North Springs Improvement District's Request for Proposal and all of its addenda and attachments which are part of the RFP set forth above.

b. Vendor's Certificate of Insurance required in the Request for Proposal;

c. Vendor's Bond(s) if required by the RFP;

d. Vendor's response to the RFP or soliciting document.

22. Miscellaneous.

a. This Agreement sets forth the full and complete understanding of the parties regarding the subject of this Agreement as of the effective date, and supersedes any and all negotiations, agreements, and representations related thereto made or dated prior to this Agreement except as otherwise set forth herein.

b. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law

c. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in breach or violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

d. There are no intended third-party beneficiaries under this Agreement.

e. The Vendor warrants that it has not employed or retained any company or person other than a bona fide employee or independent Vendor working solely for the Vendor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, individual, or firm other than a bona fide employee or independent Vendor working solely for the Vendor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

f. Vendor warrants and represents that all its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.

g. Vendor hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all which taken together shall constitute one in the same Agreement. For purposes of execution, scanned, emailed, or electronic signatures shall be deemed the equivalent of originals.

24. Scrutinized Companies. Vendor, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

a. Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to ¬ß215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
c. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
d. Is engaged in business operations in Syria.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year shown next to their signatures.

NORTH SPRINGS IMPROVEMENT DISTRICT,

By:_____
Grace Solomon, President

Date:_____

Attest:_____

Date:_____

Vendor:

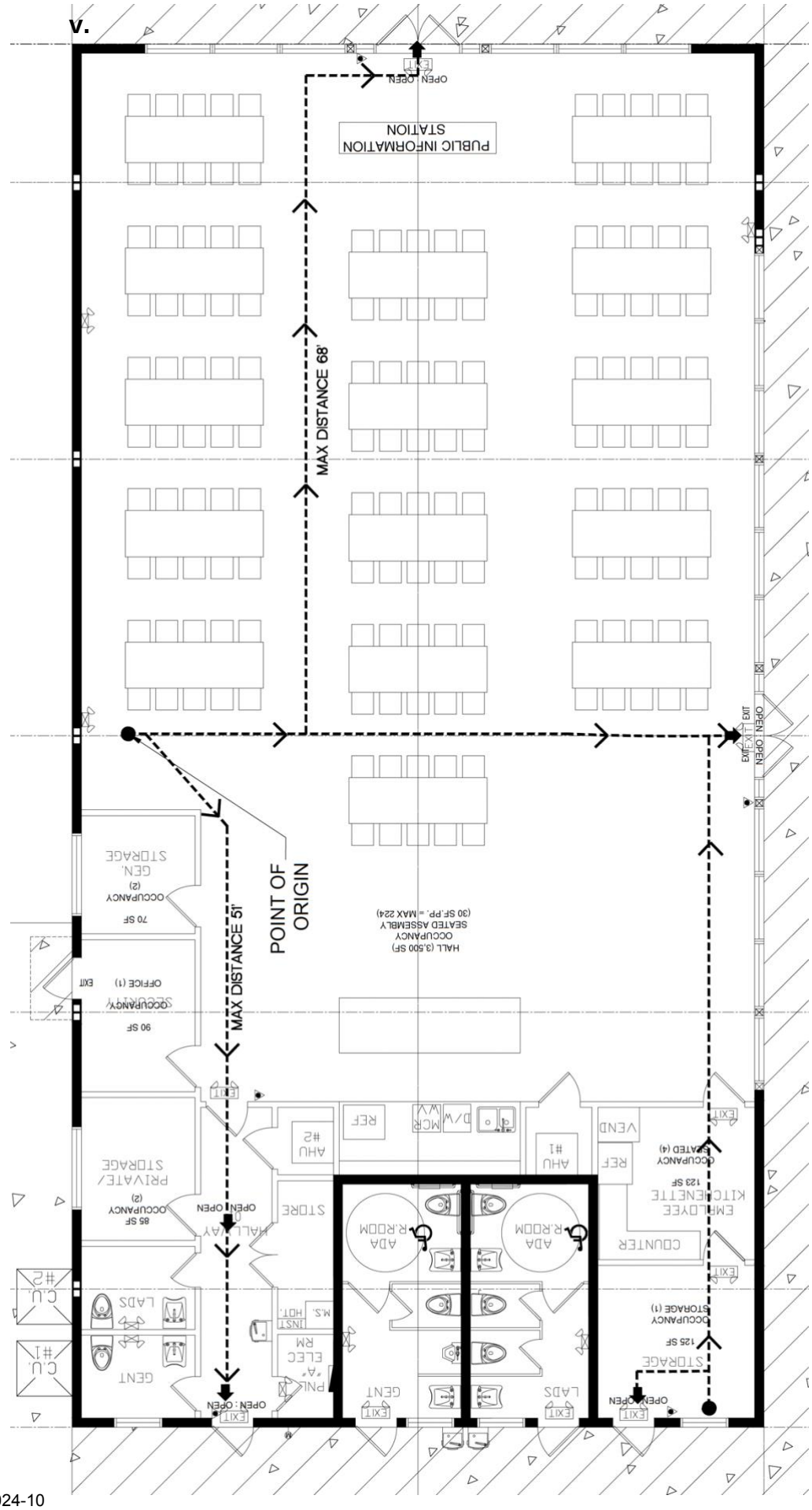
_____

By:_____

Title:_____

Date:_____

v.


MAX DISTANCE 68'
MAX DISTANCE 51'
POINT OF ORIGIN
PUBLIC INFORMATION STATION
OPEN : OPEN
EXIT
STORAGE
OCCUPANCY (2)
70 SF
OFFICE (1)
90 SF
PRIVATE/ STORAGE
85 SF
HALLWAY
STORE
AHU #2
REF
D/W
MCR
AHU #1
VEND
COUNTER
EMPLOYEE KITCHENETTE
123 SF
OCCUPANCY (4)
STORAGE (1)
125 SF
ADA R.ROOM
LADS
GENT
C.U. #1
C.U. #2
M.S.
INST.
HOT.
ELEC RM
HALL (3,500 SF)
OCCUPANCY
SEATED ASSEMBLY
(30 SF.PP. = MAX 224)

FIFTH
ORDER OF BUSINESS

Approval of Financials and Check Registers

North Springs Improvement District

9700 NW 52 ST
Coral Springs, FL 33076
Phone: (954) 752-0400 • Fax (954) 755-7317

To: Rod Colon, District Manager

From: Maryam Omidi, CFO

Re: Financials & Procurement

Date: November 27, 2024

I, Maryam Omidi, certify that the financials and procurement for the December 2024 Agenda meet the District's procurement criteria and comply with the District's Charter and State Law.

Sincerely,

Maryam Omidi, CFO

North Springs Improvement District
General Fund
Summary Report
For the Period Ending October 31, 2024

	ADOPTED BUDGET FY 25	PRORATED BUDGET THRU 10/31/2024	ACTUAL ENDING 10/31/2024	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
TOTAL REVENUES	3,869,342	322,445	22,027	(300,418)
EXPENDITURES				
TOTAL EXPENDITURES	3,869,342	322,445	256,076	66,369
EXCESS REVENUES (EXPENSES)	**-**	**-**	**(234,049)**	**(234,049)**
FUND BALANCE BEGINNING				5,889,620
FUND BALANCE ENDING				5,655,571

North Springs Improvement District
Water & Sewer Fund
Summary Report
For the Period Ending October 31, 2024

	ADOPTED BUDGET FY 25	PRORATED BUDGET THRU 10/31/2024	ACTUAL ENDING 10/31/2024	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
TOTAL REVENUES	28,441,000	2,370,083	2,215,683	(154,401)
EXPENDITURES				
TOTAL EXPENDITURES	28,221,870	2,351,823	1,570,316	781,506
EXCESS REVENUES (EXPENSES)	**219,130**	**18,261**	**645,367**	**627,106**
FUND BALANCE BEGINNING				115,878,586
FUND BALANCE ENDING				116,523,953

SIXTH
ORDER OF BUSINESS

Adjournment