

RESOLUTION No. 22-83

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A MASTER SERVICE AGREEMENT WITH RUSSKAP HOLDINGS LLC., FOR THE ESTABLISHMENT OF A PILOT PROGRAM TO PROVIDE WATER FROM ATMOSPHERIC GENERATORS AT NO COST TO THE CITY; AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral is continually exploring ways to better preserve and protect our environment, and;

WHEREAS, the City of Doral recognizes and understands the damage being caused to our environment by single-use plastic waste, and;

WHEREAS, there is a need and desire to find solutions to the waste and environmental degradation caused by these plastics, and;

WHEREAS, it is in the interests of the citizens of the City of Doral to promote and encourage voluntary efforts to provide water from atmospheric water generators and;

WHEREAS, 200-gallon atmospheric water generating unit will eliminate the need for up to 550,000 single-use plastic bottles annually, and each 12-gallon unit will eliminate the need for up to 33,000 single-use plastic bottles annually, and;

WHEREAS, the City of Doral recognizes the efforts and results achieved in the reduction of the need for and impact of single-use plastic bottles as a result of creating water at the point of need from the humidity in the air by the use of atmospheric water generators.

WHEREAS, the lifetime cost to society for plastics produced in 2019, not accounted for in plastic's market price – including the cost of GHG emissions, health

costs, waste management costs, and mismanaged waste costs – is estimated to be at least US\$3.7 trillion (+/-US\$1 trillion) from the production of 585 billion plastic bottles. (\$3.32 per single use plastic bottle)

WHEREAS, RUSSKAP conducts its business in accordance with the principle of sustainable development and adheres to internationally recognized fundamental standards for occupational health and safety, environmental protection, labor, and human rights as well as ownership, compliance, and responsibility of all corporate governance (hereinafter “ESG Standards and Credits”).

WHEREAS, Russkap will be responsible for all installation costs, including operational costs, and maintenance costs in the City of Doral. Any benefits for tax or Environmental Social Governance purposes will be the sole property of Russkap.

WHEREAS, in order to establish an acceptable, quantifiable, reasonable, and responsible value for the elimination of single-use plastic bottles resulting from the use of atmospheric water generation, ESG credits must be verified according to measurable metrics.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The Pilot Program Agreement with Russkap Holdings, LLC in substantially the form attached hereto as Exhibit “A”, at no cost to the City, is hereby approved.

Section 3. Authorization. The City Manager is hereby authorized to execute the Pilot Program Agreement, subject to approval by the City Attorney as to form and legal sufficiency, with Freebee and to work in furtherance thereof.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Absent / Excused
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 8 day of June, 2022.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”

CITY OF DORAL TWENTY-FOUR MONTH PILOT PROGRAM AGREEMENT

This Services Agreement ("Agreement") is made and entered into on this ____ day of _____ 2022, by and between Russkap Holdings, LLC, (RUSSKAP) 17350 NE 7TH AVENUE Miami, Florida 33162, a limited liability company duly organized and existing under the laws of the State of Florida and and the CITY OF DORAL, a municipal corporation of the State of Florida and having its principal place of business at 8401 NW 53rd Terrace, Doral, Florida 33166 ("CITY"). This Agreement provides the general terms and conditions applicable to CITY's retention of services from RUSSKAP twenty-four-month pilot program.

WHEREAS, the City of Doral is continually exploring ways to better preserve and protect our environment, and;

WHEREAS the City of Doral recognizes and understands the damage being caused to our environment by single-use plastic waste, and;

WHEREAS there is a need and desire to find solutions to the waste and environmental degradation caused by these plastics, and;

WHEREAS it is in the interests of the citizens of the City of Doral to promote and encourage voluntary efforts to provide water from atmospheric water generators and;

WHEREAS, 200-gallon atmospheric water generating unit (AWG) will eliminate the need for up to 550,000 single-use plastic bottles annually, and each 12-gallon unit will eliminate the need for up to 33,000 single-use plastic bottles annually, and;

WHEREAS the City of Doral recognizes the efforts and results achieved in the reduction of the need for and impact of single-use plastic bottles as a result of creating water at the point of need from the humidity in the air by the use of atmospheric water generators.

WHEREAS the lifetime cost to society for plastics produced in 2019, not accounted for in plastic's market price – including the cost of GHG emissions, health costs, waste management costs, and mismanaged waste costs – is estimated to be at least US\$3.7 trillion (+/-US\$1 trillion).

WHEREAS plastic production continues to increase each year, causing concern over environmental impact and potential health consequences.

In consideration of the promises and covenants contained herein, and for good and valuable consideration, Russkap and CITY (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. **Recitals.** The recitals shall be considered part of the terms of this Agreement
2. **Term.** The term of the Services set forth under this Addendum shall commence on June ____, 2022 and shall remain in full force and effect until June ____, 2024(the "Term"), unless terminated sooner pursuant to the terms of the Agreement.
3. **Services.** This Agreement is limited in scope to the following services (the "Services"), which Russkap agrees to provide to CITY at no cost to the City for the term of the pilot program shall consist of Russkap installing and maintaining a water farm consisting of three atmospheric water generators, connected holding tank, distribution system, and protective tent, (the Equipment") in a location determined by the City Manager. The water generated by the Equipment will be available for consumption by the general public.
4. **City's Obligations.** As consideration for the Services listed above, CITY agrees to be bound to the following obligations:
 - a. CITY will make best efforts to provide normal police oversight of the water farm facility.
 - b. CITY shall acknowledge receipt of the written bi-monthly production reports stipulating the amount of water produced.
 - c. CITY will jointly promote environmental improvements by the reduction of single use plastics as well as clean healthy water creation, along with RUSSKAP, in joint or coordinated press releases.
5. **Environmental Social & Governance (ESG).** RUSSKAP conducts its business in accordance with the principle of sustainable development and adheres to internationally recognized fundamental standards for occupational health and safety, environmental protection, labor, and human rights as well as ownership, compliance, and responsibility of all corporate governance (hereinafter "ESG Standards and Credits"). Russkap will be responsible for all installation costs, including operational costs, and maintenance costs in the City of Doral. Any benefits for tax or Environmental Social Governance purposes will be the sole property of Russkap.
6. **Termination.** If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement, then that party may provide notice to the other party describing the alleged failure in reasonable detail. If the breaching party fails to cure within fifteen days, then the non-breaching party may immediately terminate this Agreement for cause. Upon receipt of the City's written notice of termination, RUSSKAP shall stop providing the Service and

remove the Equipment.

7. **Insurance.**

- a. RUSSKAP shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "A". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- b. Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions.

8. **Indemnification.**

- a. RUSSKAP shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with RUSSKAP's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the RUSSKAP and third parties made pursuant to this Agreement. RUSSKAP shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with RUSSKAP's performance or non-performance of this Agreement.
- b. RUSSKAP shall defend, indemnify, and holds harmless the City, its officers, agents and employees, from and against all claims, suits, actions, liabilities, damages and costs arising out of any actual or alleged infringement of any patent or other intellectual property rights arising out of the installation, or use of the Equipment by the City.
- c. The provisions of this section shall survive termination of this Agreement.
- d. Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and

knowingly acknowledged by the RUSSKAP.

9. **Notices/Authorized Representatives.**

a. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

To Russkap: Kaploun, Yehuda
17350 NW 7th Avenue
Miami, FL 33162

City: Hernan Organvidez
Acting City Manager
City of Doral
8401 N.W. 53rd Terrace
Doral, FL 33166

With a copy to: Luis Figueredo
City Attorney
City of Doral
8401 N.W. 53rd Terrace
Doral, FL 33166
T (305) 593-6623
luis.figueredo@cityofdoral.com

10. **Governing Law.**

a. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

11. **Entire Agreement/Modification/Amendment.**

a. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other

than those that are expressly set forth herein.

- b. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

12. No assignability.

- a. This Agreement shall not be assignable by RUSSKAP unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the RUSSKAP, and such firm's familiarity with the City's area, circumstances and desires.

13. Severability.

- a. 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.

14. Independent Contractor.

- a. RUSSKAP and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the 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, enterprise or venture between the parties.

15. Representations and Warranties of RUSSKAP.

- a. RUSSKAP hereby warrants and represents, at all times during the Term of this Agreement, that:
- b. RUSSKAP, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.
- c. RUSSKAP is a limited liability corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered.

- d. The execution, delivery and performance of this Agreement by RUSSKAP has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against RUSSKAP in accordance with its terms; and
- e. RUSSKAP has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.
- f. RUSSKAP represents and warrants that to the best of its knowledge and belief the manufacture, use, sale, offer for sale or importation of the Product will not infringe any valid and enforceable claim of any third party patent.

16. Compliance with Laws.

- a. The RUSSKAP shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.
- b. The RUSSKAP shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations, and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City and the RUSSKAP.

17. Force Majeure.

- a. It is understood that performance of any act by the City or RUSSKAP hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel the Agreement

18. Counterparts

This Agreement may be executed in several counterparts, each of which shall be

deemed an original and such counterpart shall constitute one and the same instrument.

19. Interpretation.

- a. The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.
- b. Preparation of this Agreement has been a joint effort of the City and RUSSKAP and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

20. Microbial Analysis for Product Water Samples.

- a. RUSSKAP shall conduct an initial analysis of the water quality for EPA primary or secondary drinking water standards and overall microbial numbers prior to making the water available for consumption by the public. Thereafter RUSKAPP shall sample the water on a weekly basis for 3 months to assess water quality for EPA primary or secondary drinking water standards and the microbial water quality.
- b. RUSKAPP shall perform calibrations and disinfect the equipment as needed but no less than monthly to protect against high heterotrophic bacteria levels in the Equipment and in the distribution lines.
- c. If any of the sampling identifies exceedances of EPA's primary or secondary drinking water standards, high levels of heterotrophic bacteria or microbial instability, RUSKAPP shall

shut down the equipment and perform calibrations and disinfect the equipment. RUSKAPP shall not make water available to the public until such time as water samples meet EPA primary or secondary drinking water standards and overall microbial numbers are acceptable.

21. Discretion of Acting City Manager.

- a. Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the Acting City Manager.

22. Third Party Beneficiary

- a. RUSSKAP and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

23. No Estoppel

- a. Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and RUSSKAP shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by RUSSKAP's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, effective as of the date last written below.

RUSSKAP, LLC

CITY OF DORAL

By:

By:

(Signature)

(Signature)

(Print Name)

(Print Name)

(Date)

(Date)

EXHIBIT "A"
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$3,000,000
Policy Aggregate	\$3,000,000
Personal & Advertising Injury	\$3,000,000
Products & Completed Operations	\$3,000,000

B. Endorsements Required

City of Doral listed as an additional insured Contingent & Contractual Liability Premises and Operations Liability
Primary and Non-Contributory Insurance Clause
Endorsement Waiver of Subrogation in favor of City of Doral

II. Business Automobile Liability

A. Limits of Liability	
Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled	
Autos Including Hired and Non-Owned	
Autos	\$1,000,000
Any One Accident	

B. Endorsements Required

City of Doral listed as an additional insured
Waiver of Subrogation in favor of City of Doral
Primary and Non-Contributory Insurance Clause Endorsement

III. Workers Compensation

Statutory - State of Florida

Employer's Liability

- A. Limits of Liability
- \$500,000 for bodily injury caused by an accident, each accident
- \$500,000 for bodily injury caused by disease, each employee
- \$500,000 for bodily injury caused by disease, policy limit

Include Waiver of Subrogation in favor of City of Doral

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

- IV. Umbrella/Excess Liability Insurance: can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance with policy provisions. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "**A-**" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by **A.M.** best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

The City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. All policies or certificates of insurance are subject to review and verification by Risk Management