

ACCREDITATION AGREEMENT

This Agreement is entered into between the City of Doral ("the Agency") with principal offices located at 8401 NW 53 Terr, and the Accreditation Council ("the Council"), a division of the American Public Works Association ("APWA"), an Illinois nonprofit corporation exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code with principal offices located at 1200 Main Street, Suite 1400, Kansas City, Missouri 64105.

APWA is an international educational and professional association of public agencies, private sector companies, and individuals dedicated to providing high quality public works goods and services. APWA has created the Council to recognize public works agencies in having policies and practices addressing subject areas as set forth in the *Public Works Management Practices Manual*.

The Agency is responsible for directly or indirectly administering, managing or providing public works related services in 21 functional areas, more fully described on the Agency's Application for Accreditation, which is hereby incorporated into this Agreement. The Agency desires that the Council assess the Agency's practices in order for the Council to determine if the Agency is eligible for designation as accredited in accordance with the terms of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. AGENCY RESPONSIBILITIES: The Agency shall:

1.1 Provide all information, including all documents, files, records, and other data as required by the Council except to the extent that the disclosure of such information is restricted by law (in which case, the Agency shall notify the Council that such information has been withheld);

1.2 Conduct a self-assessment as to compliance with recommended practices, and provide full and accurate results thereof to the Council using software developed and approved by the Council;

1.3 Provide one or more persons to assist the Council representatives ("Evaluators") in making the necessary inquiries and assessments of Agency information relative to compliance with recommended practices; provide access to files and records; and provide necessary facilities that are requested by the Evaluators; and

1.4 Respond to all communications from the Council promptly, but in no event later than ten (10) business days from the receipt thereof.

PL Agency

BS APWA

2. **COUNCIL'S RESPONSIBILITIES:** The Council shall:

2.1 Provide necessary documentation, forms, and instructions regarding the accreditation process.

2.2 Provide Evaluators for the purpose of conducting an on-site evaluation of the Agency's policies and practices;

2.3 Promptly analyze compliance data and advise the Agency of the results of the on-site evaluation and the need for additional information, if any;

2.4 Conduct a hearing and certify the Agency has accredited if it has met the then applicable practices.

2.5 If the Agency is accredited, (a) provide a certificate and award, and (b) make available indicia of accreditation

2.6 If the Agency is not accredited following an examination of its policies and practices, provide the Agency with reasons for the Council decision, and

2.7 Upon payment of the Agency of a \$1,000 appeal fee (which must be paid within sixty days of notice by the Council of the reasons for the Council decision), allow the Agency to appeal the decision of the Council (which fee shall be refunded if the Agency prevails on the appeal).

3. **TERM:**

3.1 This Agreement shall become effective when it has been signed by an authorized representative each of the parties.

3.2 The Agreement shall terminate:

(a) Upon execution of a Re-Accreditation Agreement between the Agency and Council, or

(b) Upon expiration of the 36th month following the effective date of this Agreement unless a successful on-site evaluation within that period of time; or

(c) Upon written notice by the Agency that it withdraws from the accreditation process, or

(d) Upon termination pursuant to Section 5.1, 5.2, or 5.3 hereof; or

(e) Upon expiration or revocation of the Agency's accredited status.

ER Agency

BS APWA

3.3 The term of any accreditation provided to the Agency shall have a term of four years from the date of issuance. If the Agency has not executed a Re-Accreditation Agreement (and paid the fees required thereby) and scheduled the Re-Accreditation on-site visit before the expiration of such four year term, the accreditation shall lapse and the Agency shall not hold itself out as being accredited by the Council.

4. **MODIFICATION:** There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5. **TIME AND MANNER OF PAYMENTS:**

5.1 The Agency may elect one of two options (lump sum or installment) for payment of the accreditation fee, which is not refundable (except as noted in Sections 5.2 and 5.4). Under either option, the fees do not include the Agency's responsibility for costs associated with the on-site evaluation in accordance with Sections 5.3, 5.5 and 5.6.

The Agency agrees to one of the following options by checking the appropriate block:

(a) Lump Sum Option

The Agency will remit to the Council a single payment in the lump-sum amount for processing of the accreditation of \$ _____, upon the execution of this Agreement by the Agency.

The total amount of \$ _____ is herein remitted to the Council (payable by check to the order of American Public Works Association) via check number _____, or

Purchase Order No. _____ is herein remitted to the Council in the amount of \$ _____.

(b) Installment Option

The Agency will remit to the Council a total payment of \$ 14,000.00 for processing of the accreditation. The first installment of \$ 7,000.00 (50% of total fee) is due at the signing of this Agreement by the Agency. The second installment of \$ 7,000.00 (remaining 50% of fee) is payable at the end of the eighteenth (18th) month from the effective date of this Agreement or at the time of submission of the completed self-assessment and request for the onsite evaluation, whichever occurs first.

The first installment of \$ 7,000.00 is herein remitted to the Council (payable by check to the order of American Public Works Association) via check number _____, or

* SEE RESOLUTION

JK Agency

BS APWA

Purchase Order No. 2017-1275 is herein remitted to the Council in the amount of \$ 12,925.

*The Council reserves the right to terminate this Agreement if an installment payment is delinquent by more than sixty days, and the Council shall not be obligated to refund any fees previously paid.

5.2 If the Agency is determined ineligible to apply for participation in the Accreditation program, after the execution of this Agreement and payment of fees, the Council will refund the fees reserved from the Agency, less a \$1,000 processing fee.

5.3 The Council will invoice the Agency for the Council's actual on-site evaluation costs. An itemized invoice will be delivered to the Agency within forty-five days of completion of the on-site visit. The Council reserves the right to terminate this Agreement if such payment is delinquent by more than sixty days, and the Council shall not be obligated to refund any fees previously paid.

5.4 If the Agency terminates this Agreement pursuant to Section 3.2(c), the Agency shall receive a refund based on the following schedule, based on the effective date of this Agreement.

Less than one-year: Seventy percent (70%) of the total fee
More than one year, but less than two years: Fifty percent (50%) of the total fee
More than two-years: No refund allowed

Refunds shall not exceed the amount actually paid by the Agency.

5.5 If the Agency requires more than 36 months to complete a successful on-site evaluation, the Agency may request a 12 month extension to this Agreement. If the extension is granted, the Agency agrees to pay a nonrefundable fee amounting to 25% of the fee in effect on the effective date of this Agreement for that additional period. The Agency may continue to request an additional extension every 12 months thereafter, and agrees to pay the additional 25% fee, until a successful on-site evaluation has been achieved or this Agreement has been terminated in accordance with Section 3. No such additional fee will be levied where the Council delays the on-site evaluation for their convenience or where the on-site evaluation cannot be reasonably scheduled within the original 36-month period.

5.6 If the Agency's initial on-site evaluation is not successful (i.e., work after the initial on-site evaluation is required to achieve compliance with recommended practices), and the volume of review necessary for completion would require a second on-site evaluation, with the Agency shall prepay costs for a subsequent on-site evaluation and/or additional staff/evaluator assistance required on or off site. The additional work required (on and/or off site) must be completed within six (6) months.

FK Agency

BS APWA

6. CONFIDENTIALITY:

6.1 The Council shall receive and hold confidential any and all reports, files, records and other data obtained from the Agency pursuant to this Agreement. The Council shall use reasonable commercial efforts to prevent the disclosure, distribution, or release to any person or organization, except authorized Agency officials, employees or agents, or upon order of any court, state or federal, any materials or contents thereof, either provided by the Agency or developed by the Council in the furtherance of its responsibility under this Agreement. Notwithstanding anything in this Agreement to the contrary including the above, the Council is authorized, but not required, in the exercise of its sole discretion, to conduct an open meeting regarding the Agency's candidacy for accreditation or, its continued compliance with applicable standards, including but not limited to all factual matters relating to the assessment, appraisal, and determination of accreditation and all comments which form a basis for the opinion either in favor of or against accreditation, unless specifically notified by the Agency in writing to the contrary, in which case such meeting shall be closed to the public. Nothing herein shall be construed to require the Council to conduct all or part of its meeting in public, including but not limited to the right of the Council, in the exercise of its sole discretion, to terminate an open meeting at any time and conclude such meeting in a closed session.

6.2 In response to inquiries concerning the Agency, the Council's reply will be to identify the Agency's status. All other requests for information will be directed to the Agency.

6.3 The Council, a contractor for the Agency, shall comply to all of the applicable clauses explicitly stated under FS119.0701 in accordance to public records laws, and shall ensure that public records are kept and maintained as required by the Agency. The Council shall produce to the agency public records within a reasonable time upon request by the custodian of public records. It is the Council's duty to ensure that any and all records that are confidential or exempt are not disclosed unless as authorized by law, and that these remain confidential pursuant to the completion of the contract. Upon the culmination of the contract, the Council shall transfer records to the agency at no cost, and any duplicate records that are exempt or confidential must be destroyed. If the Council fails to comply with the aforementioned clauses, the council is subject to penalties under s.119.10.

7. NEWS RELEASES:

7.1 Notwithstanding any provision of this Agreement to the contrary, the Council shall have the right to identify the Agency in news releases and its publicity program after the Agency's on-site evaluation has been scheduled, the purpose of said news release and publicity program will be to identify the Agency as seeking accreditation. Where specific mention of the Agency is used in this regard, a copy of the news release or publicity material will be provided to the Agency for its information.

7.2 The Agency shall provide the Council with a copy of all its news releases

EK Agency BS APWA

or publicity material concerning its accreditation activities.

8. **THE COUNCIL AS AN INDEPENDENT CONTRACTOR:** For all purposes under this Agreement, the Council is an independent contractor and shall not be deemed to be an employee, agent, franchise, partner, or legal representative of the Agency. The council shall not have any authority to create or assure any obligation on behalf of the Agency. The Council shall pay and discharge any and all obligations it may incur to federal, state, or local governments for estimated income taxes, Social Security contributions, and the like.

9. **INTEGRATION:** This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

10. **SEVERABILITY:** If any provisions of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which is held invalid shall not be affected hereby.

11. **CHOICE OF LAW:** This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the law of the State of Missouri.

12. **WARRANTY NOT INTENDED OR IMPLIED:** It is understood that the Council's award of accreditation represents that the Council has determined, based in part on information supplied by the Agency, that the Agency has policies and practices addressing certain subject areas, but the council is not making any representations that such policies or practices are adequate or appropriate for Agency. Agency is solely responsible for determining whether its policies and practices are adequate and appropriate and the Council's award of accreditation is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services.

13. **WAIVER:** Any waiver by the council of any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.

14. **NOTICE:** Any notice between the parties shall be in writing and set postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.

15. **HEADINGS:** The heading of this Agreement shall not be deemed part of it and shall not in any way effect its construction.

ER Agency

BS APWA

IN WITNESS WHEREOF, the Agency has caused this Agreement to be executed in duplicate on this ____ day of _____, 201 ____.

Witness:

By: [Signature]

EDWARD A. ROJAS
(Typed name)

CM
(Title)*

*Title of the Agency's Chief Executive Officer or Chief Elected Official and title and that of the appropriate civil authority in the event such signature is required to effect this Agreement. If not required, please so note in this signature block.

IN WITNESS WHEREOF, the APWA has caused this Agreement to be executed by the Director of Education and Credentialing for the American Public Works Association, acting on its behalf.

Witness:

By: [Signature]
Becky Stein
Director of Education and Credentialing

1/29/18
Date

Approved as to form and legal sufficiency
for the sole use of the City of Doral.
[Signature]
City Attorney
Daniel A. Espino-WSH
Print Name

ER Agency

105 APWA

RESOLUTION No.17-111

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPORVING THE PUBLIC WORKS DEPARTMENT'S PURSUIT OF THE ACCREDITATION BY THE AMERICAN PUBLIC WORKS ASSOCIATION (APWA) IN AN AMOUNT NOT TO EXCEED OF \$15,325.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") recognizes the importance of setting a high standard and being an example for other public agencies, Doral's residents, and businesses by implementing established standards and best practices; and

WHEREAS, the City of Doral Public Works Department wishes to pursue this voluntary process of obtaining the Accreditation offered by the Accreditation Council by completing all phases: the self-assessment phase, the application phase, the improvement phase, the evaluation phase, and the accreditation to complete the process; and

WHEREAS, the City is a member of the American Public Works Association (APWA) whom has provided unlimited resources to continuously improve our policies, procedures and practices; and

WHEREAS, City Staff has recommended that the City Council approve the pursuit of APWA Accreditation, allow staff to submit the application, initiate the process, and process payments in an amount not to exceed \$15,325.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, 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 agreement between the City and APWA to complete the process for the APWA Accreditation, in an amount not to exceed \$15,325, a copy of which is attached hereto as Exhibit "A", which is incorporated herein and made a part hereof, is hereby approved.

Section 3. **Authorization.** The City Manager is authorized to execute the agreement and expend budgeted funds on behalf of the City.

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 purpose and the provisions of this Resolution.

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

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 14 day of June, 2017.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

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



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

EXHIBIT “A”

ACCREDITATION COUNCIL
OF THE
AMERICAN PUBLIC WORKS ASSOCIATION
APPLICATION
FOR
VOLUNTARY ACCREDITATION
Public Works Management Practices Manual - Eighth Edition

Agency Name: * _____

*An entire operating division of a public works agency can apply for accreditation if it is a separate, semi-autonomous unit of government.

Street Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____
(if different from street address)

City: _____ State: _____ Zip: _____

• Parent Agency's Chief Executive Officer: _____

Title: _____ Elected - Or Appointed -

• Public Works Agency's Chief Executive: _____

Title: _____ Elected - Or Appointed -

Phone: _____ FAX: _____ E-Mail _____

APWA Member? -- Yes, I.D. Number _____ -- No

• Public Works Agency's Accreditation Manager: _____

Title: _____

APWA Member? -- Yes, I.D. Number _____ -- No

Phone: _____ FAX: _____ E-Mail _____

Did you or someone from your office attend a workshop? ___ Yes ___ No

The public works agency is responsible for the Functional Areas, which are checked on the reverse side of this application form. The agency is responsible for addressing all recommended practices in the Functional Areas for which the public works agency has responsibility. Each area is covered by a separate chapter in the *Public Works Management Practices Manual* and forms the basis for fees charged for the accreditation process.

We hereby apply for voluntary accreditation by the Accreditation Council of the American Public Works Association. By this application, the agency acknowledges its commitment to accreditation and is willing to devote the resources necessary to complete the accreditation process. The agency is prepared to provide such information necessary for the Council to fairly evaluate the agency's eligibility for accreditation.

Executed this ___ day of _____, 201__.

By: _____, Title: _____

(typed or printed name)

Forward 2 copies of signed accreditation agreement, application, and statement of support from chief administrative officer and payment information to: APWA Accreditation Program, 1200 Main Street, Suite 1400, Kansas City, MO 64105.

DETERMINATION OF FEES AND APPLICABLE FUNCTIONAL AREAS

Which of the following functions does your department administer, manage, or provide services -- either directly or through a contractor or outside vendor? The department is responsible for an entire chapter if they have any involvement in any portion of the practices contained in a chapter, even if another department or agency has ultimate responsibility. If there is any accountability—the whole chapter applies. Explain reason for not being responsible or accountable for a particular functional area.

FUNCTIONAL AREA (Chapter Number)	YES	NO	REASON FOR NON-RESPONSIBILITY
Chapter 1-9			Required for all agencies
Planning and Development (10)			
Code Enforcement (11)			
Engineering Management (12)			
Bid Process (13)			
Project Management (14)			
Right-of-Way Management (15)			
Utility Coordination (16)			
Facilities Management (17)			
Equipment and Fleet Management (18)			
Parks, Grounds, and Forestry (19)			
Solid Waste Management (20)			
Solid Waste Collection (21)			
Solid Waste Recycling and Reuse (22)			
Solid Waste Disposal (23)			
Street Maintenance (24)			
Street Cleaning (25)			
Snow and Ice Control (26)			
Stormwater and Flood Management (27)			
Vector Control (28)			
Potable Water Distribution System (29)			
Water Treatment (30)			
Wastewater Collection and Conveyance (31)			
Wastewater Treatment and Disposal (32)			
Traffic Operations (33)			
Parking (34)			
Cemeteries (35)			
Airports (36)			
Transit Operations (37)			
Bridges (38)			
Beach Management (39)			
Environmental Management System (40)			
TOTALS (please enter a number for both Yes and No)			Total for Yes and No must equal 40

Fees for accreditation are as follows: All applicants are responsible for Chapters 1 through 9 in the *Public Works Management Practices Manual*, regardless of functional responsibilities. Excludes on-site assessment costs, instructional materials, reference materials, subscriptions, consulting, or other services purchased directly from the American Public Works Association.

Each functional area is represented by a separate chapter in the manual. Conversely, each chapter will be counted as a functional area for the purpose of determining accreditation fees.

Part A: Base Fee by Agency Population (2010 Census Data)

Check	POPULATION		Extension
	Under 10,000	\$1,500	0
	10,001 to 25,000	\$2,500	0
	25,001 to 50,000	\$6,500	0
	50,001 to 100,000	\$9,000	0
	100,001 to 300,000	\$11,000	0
	300,001 to 1,000,000	\$15,000	0
	More than 1,000,000	\$18,000	0
	Subtotal Base Fee		\$ 0

Part B: Functional Area Fee (Added to the Base Fee)

Functional Areas	FUNCTIONAL AREAS		Extension
9	First 9 Chapters (Required for all agencies)	\$800	0
	Each additional chapter	\$200 each	\$ 0
	Subtotal Functional Area Fee		\$ 0

Total Fee (add Base Fee and Functional Area Fee) \$ 0