

RESOLUTION NO. 2023-

**A RESOLUTION OF THE VILLAGE OF PINECREST,
FLORIDA, AUTHORIZING THE VILLAGE MANAGER
TO ENTER INTO AN AGREEMENT WITH MIAMI
CULINARY KITCHEN, LLC FOR FARMERS MARKET
OPERATION; PROVIDING FOR AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby authorizes the Village Manager to enter into the attached interlocal agreement with Miami Culinary Kitchen, LLC., for Farmers Market Operation.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of October, 2023.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, MMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Consent Agenda

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Cristina Blanco
Pinecrest Gardens Director
gardens@pinecrest-fl.gov

MEMORANDUM
Pinecrest Gardens

DATE: September 29, 2023
TO: Yocelyn Galiano, ICMA-CM, LEED GA, Village Manager
FROM: Cristina Blanco, Pinecrest Gardens Director
RE: Farmers Market

I hereby respectfully request the approval to extend for twelve months, the independent contractor agreement with Miami Culinary Kitchen LLC.

Miami Culinary Kitchen LLC under the management of Susan T. Muci took over operation and management of our Farmers Market on May 1, 2023. We established a temporary contractor agreement for a probationary period of six months that concludes October 31, 2023. The scope of services is attached for reference.



PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE VILLAGE OF PINECREST

AND

MIAMI CULINARY KITCHEN, LLC / SUSAN T MUCI

THIS AGREEMENT (this “Agreement”) is made effective as of the 1st day of May, 2023 (the “Effective Date”), by and between the **VILLAGE OF PINECREST, FLORIDA**, a Florida municipal corporation, whose principal address is 12645 Pinecrest Parkway, Pinecrest, Florida 33156 (hereinafter the “Village”), and **MIAMI CULINARY KITCHEN, LLC / SUSAN T MUCI**, a Florida Corporation, whose address is 11312 SW 114 Circle Terrace, Miami FL 33176 (hereinafter the “Contractor”).

WHEREAS, the Contractor will manage and operate the Pinecrest Farmers Market for the Village. The market will operate on a weekly basis at Pinecrest Gardens on Sundays from 9:00 am to 2:00 pm., on behalf of the Village, all as further set forth in the Scope of Services addendum, attached hereto as Exhibit “A” (the “Services”); and

WHEREAS, the Contractor and Village, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows:

1. Scope of Services.

- 1.1 Contractor shall provide the Services set forth in the Proposal attached hereto as Exhibit “A” and incorporated herein by reference.
- 1.2 Contractor shall furnish all reports, documents, information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”).

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for 6 months thereafter, until September 30, 2023, unless earlier terminated in accordance with Paragraph 8.

2.2 Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. **Compensation and Payment.**

3.1 Compensation for Services provided by Contractor shall be in accordance with the Proposal attached hereto as Exhibit "A." Compensation pursuant to this Agreement for the Services shall be \$1,500.00 per week.

3.2 Contractor shall deliver payment to Village once per month. The Contractor shall pay the Village in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

4. **SubContractors.**

4.1 The Contractor shall be responsible for all payments to any subContractors and shall maintain responsibility for all work related to the Services.

4.2 Contractor may only utilize the services of a particular subContractor with the prior written approval of the Village Manager, which approval shall be granted or withheld in the Village Manager's sole and absolute discretion.

5. **Village's Responsibilities.**

5.1 Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Contractor to assist Contractor in performing the Services.

5.2 Upon Contractor's request, Village shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. **Contractor's Responsibilities.**

6.1 The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within one (1) year from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

6.2 The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village.

7. Conflict of Interest.

7.1 To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any farmers market operation or consulting services that takes place on Sundays within 10 miles of Pinecrest Gardens, to any entities (developers, corporations, real estate investors, farmers markets, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

8.1 The Village Manager, without cause, may terminate this Agreement upon sixty (60) calendar days written notice to the Contractor, or immediately with cause.

8.2 Upon receipt of the Village's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3 In the event of termination by the Village, the Contractor shall continue to pay for all work weeks accepted by the Village Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4 The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1 Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the

Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or

renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

- 9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 9.4 **Loss Payee.** The Village is to be specifically named as a loss payee under the Contractor's Professional Insurance policy so that the Village will be a third party beneficiary entitled to receive all money payable under the relevant policy for any claims, damages, or losses in connection with, related to, or arising from Contractor's Services or performance pursuant to this Agreement.
- 9.5 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 9.6 The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination.

- 10.1 During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. Attorneys' Fees and Waiver of Jury Trial.

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1 Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's negligent acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Village 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 from Contractor's negligent performance or non-performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives.

13.1 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:

For the Village: Yocelyn Galiano
Village Manager
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, FL 33156

With a copy to: Chad Friedman, Esq.
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700

Coral Gables, FL 33134

For the Contractor: Susan T. Muci, Manager
Miami Culinary Kitchen, LLC
11312 SW 114 Circle Terrace
Miami, FL 33176
(305) 546-6360 / miamiculinarykitchen@gmail.com

14. Governing Law and Venue.

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1 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.

15.2 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.

15.3 Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

16. Ownership and Access to Records and Audits.

16.1 Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

- 16.2 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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 Agreement, and following completion of the Agreement until the records are transferred to the Village.
- 16.3 Upon request from the Village's custodian of public records, Contractor shall provide the Village 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.
- 16.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes

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.

Custodian of Records: Priscilla Torres
Mailing address: 12645 Pinecrest Parkway
Pinecrest, FL 33156
Telephone number: 305-234-2121
Email: clerk@pinecrest-fl.gov

17. Nonassignability.

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

18. Severability.

18.1 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.

19. Independent Contractor.

19.1 The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village 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.

20. Compliance with Laws.

20.1 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. Waiver.

21.1 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 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.

22. Survival of Provisions.

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees.

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

24. Public Entity Crimes Affidavit.

24.1 Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. Counterparts.

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

FOR THE CONTRACTOR:


**MIAMI CULINARY KITCHEN, LLC, a
company**

By: Susan T. Muci
Name: Susan T. Muci
Title: Manager, Miami Culinary Kitchen, LLC
Date Executed: June 21, 2023

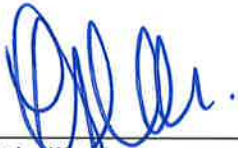
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

FOR THE VILLAGE:

VILLAGE OF PINECREST, a
Florida municipal corporation

By: 
Yocelyn Galiano
Village Manager
Date Executed: 6/26/2023

Attest:


By: _____
Priscilla Torres, CMC
Village Clerk

Approved as to Form and Legal Sufficiency:



By: _____
Mitchell Bierman, Esq.
Village Attorney

EXHIBIT A
SCOPE OF SERVICES

This Scope of Services (or Scope of Work) is made part of the Professional Services Agreement dated April 1, 2023 (“Agreement”) between Village of Pinecrest/Pinecrest Gardens (“Client”) and Miami Culinary Kitchen, LLC /Susan T. Muci (“Contractor”).

TERM

April 1, 2023 – September 30, 2023

SOW SUMMARY

To manage and operate the Pinecrest Farmers Market for the Client. The market will operate on a weekly basis at Pinecrest Gardens on Sundays from 9:00 am to 2:00 pm. Vendors will be allowed to set up at 8:00 am. All sales will end at 2:00 pm to ensure all the vendors have cleaned their area and are off premise by 4:00 pm.

CONTRACT SUM

- Contract is for an initial six-month period; contract sum is in the form of a weekly payment in the amount of \$1,500 to Village of Pinecrest/Pinecrest Gardens

SCOPE OF WORK/DELIVERABLES

1. Operation of the Pinecrest Farmers Market

- **Execute Current FY22-23 Season:** Contractor will work as primary point of contact and liaison between Pinecrest Gardens and Farmers Market vendors agreements are executed within budget and defined timelines and maximize quality of experience of both parties.
- **Vendor Management** to include but not limited to:
 - Prepare letter to vendors explaining the transition from Green Market to Contractor, this is expected to be well received. Provide new contact numbers and email addresses. Grow goodwill amongst vendors while maintaining high quality of service to the community.
 - Prepare a temporary interim contract for vendors effective for the designated months as determined by the Village of Pinecrest/Pinecrest Gardens between Contractor and the individual vendor.
 - Prepare a new manageable rule of operation for the vendor.
 - Contractor will prepare and send monthly invoices through PayPal to Vendors to collect monthly vendor fees. Fees are due on Tuesday prior to the first Sunday of the month.
 - Prepare communications to the vendors through Constant Contact in a timely manner to include weekly layouts and noting adjustments as needed and pertinent weekly information.
 - Prepare communication to vendors to ensure vendors are compliant with all applicable state, county, and local statues including:
 - Business Registration & Taxation
 - Food Licensing & Permitting
 - Fire Safety Regulations
 - Environmental Ordinances
 - General Liability Insurance, COI's for the Client and Contractor
 - Set up a new vendor application software (eg. 17Hats) or alternate application for new potential vendors. This has to be recreated to quickly find those applicants who were lost

- during the transition and to fill the last few spaces available.
- Set up a program where a new vendor is paired with a veteran vendor as a mentor to teach them best practices of the market, to show them the parking areas, restrooms, trash dumpsters and other such things. Additionally, introduce new vendors to Client staff as well as other vendors in the market so they feel more like part of the family.
- **Facility Management** to include but not limited to preparing and maintaining the designated area for a weekly market by:
 - Provide and place throughout the market trash receptacles along with the Client's recycling receptacles. Work with Client staff to empty and replace liner as needed and place full bags in the designated pickup area.
 - Ensure that no damage is done to the parking lot and plantings around the market. Make sure the vendors take their trash home or put it in the dumpsters in the public works area.
 - Coordinate with Client's Operations staff to update and maintain gate codes as needed with the new and old vendors. Provide vendors with identifying dashboard tags.
 - Provide updates to Client staff on the status of any issues or problems for the market and vendors.
- **Date Management** to include but not limited to:
 - Send remittance to the Client's Finance staff in the amount of one month's rent by the 10th day of the following month.
 - Prepare and share all financial records as requested.
 - Secure General Liability insurance in the values as designated by the Client.
- **Marketing Support** to include but not limited to:
 - Revise contact information from GM to Contractor "MCK" on Google and other search engines.
 - Create new social media accounts and postings on Instagram, Facebook and other social media platforms.
 - Create a new more robust website designed to let patrons know the market vendors. To provide a place for potential new vendors to express interest in the Pinecrest Farmers Market and to apply to participate.

SOW CHANGES

Contractual work duties may change during the course of the contract. Changes will be communicated at check-in meetings and captured in the contractor action plan.

REPORTING STRUCTURE, MEETING & REPORTS

Contractor will report to the Pinecrest Gardens Director, attend biweekly or monthly Zoom meetings with Client plus additional meetings as required to support delivery of successful Farmers Market days. Contractor will submit monthly status reports about progress on new vendor applications, acquisition or termination of vendors and any potential threats to the success operation of the farmers market.