



TOWN OF GOLDEN BEACH

100 Ocean Boulevard
Golden Beach, FL 33160

MEMORANDUM

Date: May 20, 2025

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: Resolution No. 3009.25 – Sole Source Purchase Agreement
with Emergency Sandbag Response, LLC. for Sandbagging
Services

Item Number:

4

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 3009.25 as presented.

Background:

It is requested that the Town Council authorize the "Sole Source" purchase of filled sandbags.

As we prepare for hurricane season and in our continued commitment to ensuring the safety and preparedness of Golden Beach residents during emergencies, we are seeking your authorization to enter into an agreement with Emergency Sandbag Response, LLC (ESR).

This agreement will allow for the rapid deployment of sandbags to residents in the event of a hurricane, tropical storm, or other natural disaster. The Town of Golden Beach is vulnerable to flooding and severe weather events, making rapid access to sandbags a critical component of our emergency response plan. ESR is the only company in Florida that provides mobile sandbagging services, allowing for on-site filling and distribution of sandbags to residents in a timely and efficient manner.

Financial Impact:

The cost of sandbagging services will only be incurred in the event of an activation, ensuring that the Town only pays for services when required. In addition, the costs will be eligible for FEMA reimbursement, ensuring that the Town is financially protected.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 3009.25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING A SOLE SOURCE PURCHASE AGREEMENT WITH EMERGENCY SANDBAG RESPONSE, LLC. FOR SANDBAGGING SERVICES IN THE EVENT THAT THEY ARE NEEDED; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to enter into an agreement with Emergency Sandbag Response, LLC. ("ESR") to provide the rapid deployment of sandbags to residents in the event of an emergency, such as a hurricane or natural disaster; and

WHEREAS, in accordance with Section 2-275(2) of the Town Code, the Town Manager has certified that sandbags are sold by ESR, the sole domestic provider of sandbags, and that therefore, competitive bidding is not possible; and

WHEREAS, the Town Council hereby waives requirements of the Town's competitive bidding procedures; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to proceed as indicated in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. Agreement Authorized. The agreement between the Town and ESR for the purchase of sandbags is hereby authorized and approved.

Section 3. Implementation. That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this

Resolution, subject to the approval of the Town Attorney as to form and legal sufficiency.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

Sponsored by the Town Administration.

The Motion to adopt the foregoing Resolution was offered by Vice Mayor Lusskin, seconded by Councilmember Mendal, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Judy Lusskin	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Jessie Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 20th day of May, 2025.



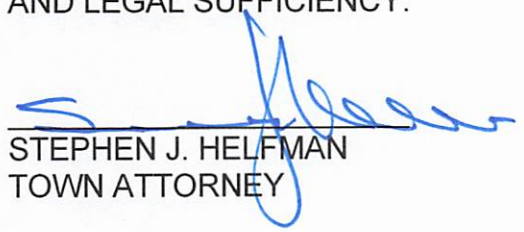
MAYOR GLENN SINGER

ATTEST:



LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



STEPHEN J. HELFMAN
TOWN ATTORNEY

TOWN OF GOLDEN BEACH, FLORIDA CONTRACT AGREEMENT

THIS AGREEMENT for services (hereinafter "Agreement") is made and entered into this ____ day of May 2025 by and between the Town of Golden Beach, Florida (hereinafter "Town") and ESR, LLC, a Florida limited liability company d/b/a Emergency Sandbag Response (hereinafter "Contractor") (collectively the "Parties").

RECITALS

WHEREAS, Contractor is a Florida limited liability company engaging in the rapid deployment of sandbags and maintains a principal place of business at 14150 SW 129th Street, Miami, Florida 33186.

WHEREAS, The Town of Golden Beach is a municipality within the State of Florida.

WHEREAS, Section 25-25.010 of the Florida Administrative Code provides that a purchase order or contract may be awarded for commodities or services without competitive bidding when it is determined that there is only one source for the commodities or services.

WHEREAS, Section 2-139 of the Code of Ordinances for the Town of Golden Beach, Florida provides that the town commission may waive the competitive bidding procedures upon the recommendation of the village manager or his/her designee that it is in the best interest to do so, to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services or other factors;

WHEREAS, the Town has determined that the services contemplated herein cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services or other factors;

WHEREAS, the Town of Golden Beach desires to contract for the rapid volume distribution of sandbags, and Contractor consents to provide such services pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties as set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree and stipulate as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Contractor will commence and complete the work described and shall supply all labor, transportation materials, and equipment necessary for the entire proper and substantial completion of this work, and be accountable for the safe, proper and responsible operation in accordance with State of Florida requirements.
3. The CONTRACTOR will furnish all material, supplies, tools, equipment, labor and related services necessary for the delivery and completion of the services described herein.
4. The CONTRACTOR will commence the work required within twenty-four to forty-eight (24-48) hours notification by the Town after an "Emergency Declaration" is made by the Office of the Florida Governor and will complete the same within two (2) calendar days unless the period for completion is extended by the Municipality.
5. Contractor agrees to perform all work in accordance with the following terms:

Bag Weight	Bag Cost
25 lbs.	\$15.25
30 lbs.	\$18.30
40 lbs.	\$24.40

6. This Agreement will be in force for a period of two (2) years commencing upon the date set forth above with the option to renew for an additional two years upon approval by the Town of Golden Beach.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. This Agreement may be amended, modified or altered at any time upon the approval of the Parties provided that; it is in writing and signed by all Parties.

9. This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. This Agreement may be executed by any party electronically, including without limitation, via DocuSign. In the event one or more of the Parties intends to sign or deliver this Agreement electronically, each Party agrees that the execution or delivery of the Agreement electronically shall have the same force and effect as delivery of handwritten or original signatures, and each party may use such electronic signature or delivery signatures as evidence of the execution and delivery of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

CONTRACTOR

ESR, LLC, a Florida limited liability company

By [Signature]
Adalberto Sotero
Its Manager

Date: June 23, 2025

TOWN

Town of Golden Beach, Florida

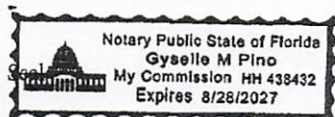
By [Signature]
Glenn Singer
(print name)

It's Mayor
(print title)

Date 6/16/2025

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence ☐ online notarization, this 23rd day of June, 2025, by Albert Sotero (name of person), ☒ who is personally known to me, or ☐ has produced _____ as identification.



Signature of Notary Public: [Signature]
Print Name: Gyselle M Pino
My Commission Expires: 08/28/27