



**CITY OF POMPANO BEACH**  
**P.O. DRAWER 1300**  
**ATTN: ACCOUNTS PAYABLE**  
**POMPANO BEACH, FL 33061**

**PURCHASE  
 ORDER NO.  
 340451  
 Type: P**

*AN EQUAL OPPORTUNITY EMPLOYER*

DATE: 11/8/2023

59421  
 (954)309-3338

**TO:** K-STER DESIGN INC  
 9841 HURON RIVER DRIVE  
 DEXTER, MI 48130

**SHIP TO:** CITY MANAGER'S OFFICE  
 CITY MANAGER'S OFFICE  
 786-4601/CITY HALL/RM 430  
 100 W. ATLANTIC BLVD.  
 POMPANO BEACH, FL 33060

***Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence***

DELIVER BY	REQUISITION #	REQUISITION DATE	TERMS	CONFIRMED BY
09/30/2024	3024000474	10/25/2023	NET	AUDREY G SUTTLE
FOB	CONTRACT#	ACCOUNT NUMBER	PROJECT#	AUTHORIZED BY
DESTINATION		00199105993160		TAMMY THOMPkins

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
1	34,900.00 DL	-- CONSULTING SERVICES FOR OLD TOWN 918 999	1.0000	34,900.00

Based on discussions with the City, Contractor has

prepared a Scope of Services for the specific examination of the First Baptist Church property in an effort to help solidify a mutually beneficial agreement regarding parking for the Church and the redevelopment of Old Town.

SERVICE CONTRACT #2124 - EXP 10/24/2024

PLEASE NOTE THAT QUANTITY AND UNIT COST HAVE BEEN REVERSED. THIS WILL ALLOW US TO PROCESS PARTIAL PAYMENTS TO YOUR COMPANY, WHEN APPLICABLE. THE TOTAL ORDER IS REFLECTED IN THE PURCHASE ORDER TOTAL.

**TOTAL PURCHASE AMOUNT** **\$34,900.00**



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**IMPORTANT INFORMATION FOR VENDORS**

1. PURCHASE ORDER # MUST APPEAR ON ALL INVOICES, SHIPPING NOTICIES & PACKAGES.
2. INCLUDE PACKING LIST WITH EACH SHIPMENT.
3. IMMEDIATELY UPON SHIPMENT SEND INVOICE IN DUPLICATE TO: ACCOUNTS PAYABLE/P.O. DRAWER 1300/ POMPANO BEACH, FL 33061.
4. NO C.O.D SHIPMENTS ACCEPTED
5. "IF ITEM(S) PURCHASED ARE CLASSIFIED AS TOXIC OR HAZARDOUS SUBSTANCES UNDER CHAPTER 442 FLORIDA STATUTES, VENDOR MUST SUBMIT COPIES OF MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH SUBSTANCE TO DELIVERY LOCATION AT THE TIME OF SHIPMENT. PRODUCTS MUST BE IDENTIFIED AND LABELED IN ACCORDANCE WITH OSHA STANDARDS. FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN DELAY OF PAYMENT UNTIL COMPLIANCE IS EFFECTED."

**TERMS AND CONDITIONS**

1. **Quality:** The quality of the item(s) delivered shall be equal or better than the item(s) listed herein as approved by the City. Substitutes of lesser quality must be approved in writing, in advance by the Purchasing Agent, City of Pompano Beach, prior to shipment.
2. If prices are higher than specified, do not ship without Purchasing Agent's prior approval in writing.
3. Send separate invoice for each shipment.

**PAYMENT TERMS**

PAYMENT OF THIS PURCHASE ORDER WILL BE MADE WITHIN 45 DAYS AFTER RECEIPT OF MERCHANDISE, UNLESS PAYMENT DISCOUNT IS OFFERED. WHERE SUCH TERM DISCOUNT IS ALLOWED, THE CITY RESERVES THE RIGHT TO DEDUCT THE DISCOUNT WITHIN THE STATED TIME LIMIT BEGINNING AFTER RECEIPT OF MERCHANDISE. DISCOUNT TERMS, IF ANY, ARE TO BE STATED ON VENDOR INVOICE.

4. **Delivery will be accepted at Vendor's risk.** Goods are subject to inspection and return to vendor at vendor's expense if found unsatisfactory.
5. All credit adjustments must be made by check or credit memo directly to the Finance Department.
6. The City is exempt from the payment of all Federal excise taxes and sales taxes of the State of Florida, and generally all other State Governments. Seller shall furnish proper exemption certificate.
7. Correspondence in reference to this order must be addressed to the Purchasing Agent, City of Pompano Beach, Florida.
8. Vendor, by accepting this order, assumes complete responsibility for any alleged patent infringements, and will hold the City harmless from all suits and payments.
9. The City assumes no responsibility for purchases exceeding \$ 25.00 which are not covered by a purchase order number or approved by the Purchasing Agent or Buyer, in writing.
10. The nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.
11. **RETENTION OF RECORDS & RIGHT TO ACCESS CLAUSE:**  
 The vendor shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of (3) years, the records shall be retained until resolution of the audit finding.
12. **If the above conditions are not acceptable, please advise the City on receipt of the order and prior to making delivery.**



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DESTINATION		00199105993160		TAMMY THOMPkins

Send Original and One Copy of Invoice to:  
 CITY OF POMPANO BEACH  
 ACCOUNTS PAYABLE  
 P.O. DRAWER 1300  
 POMPANO BEACH, FL 33061

F.O.B. POMPANO BEACH, FL  
 F.E.I. 59-6000411  
 U.S. Treasury Department  
 I.R.S. Registration No. 59-74-0083K  
 State Sales Tax Exemption  
 Certificate no. 85-8012621672C-6

# SERVICE CONTRACT

No. 2124

**THIS AGREEMENT** is made and entered into on October 25, 2023, by the City of Pompano Beach (“City”) and K-Ster Design, Inc., a Michigan corporation (“Contractor”).

**WHEREAS**, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

**WHEREAS**, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the Scope of Work set forth in Exhibit “A” (the “Work”) and, the Insurance Requirements set forth in Exhibit “B”, both of which are attached hereto and made a part hereof; and all written modifications issued after execution of this Agreement.

2. *Purpose.* City contracts with Contractor to provide parking strategy services upon the terms and conditions set forth herein.

3. *Scope of Work.* Contractor shall provide the Scope Services set forth in Exhibit “A” and insurance set forth in Exhibit “B” both attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor’s heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor’s part.

4. *Term of Contract.* This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. *Renewal.* This Contract is not subject to renewal.

6. *Maximum Obligation.* City agrees to pay Contractor for performing the Work and providing the required insurance.

7. *Price Formula, Payment and Invoices.*

A. *Price Formula.* City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

**Services not to exceed thirty-four thousand, nine hundred dollars (\$34,900.00).**

B. **Payment.** All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in § 218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

C. **Invoices.** Contractor shall submit invoices to City on a monthly basis.

8. *Disputes.* Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be Jeff Lantz and the Contractor's Contract Administrator shall be provided by Contractor upon commencement of services (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

**If to Contractor:** Paul D. Kissinger  
9841 Huron River Drive  
Dexter, MI 48130  
Office: 954-309-3338  
Email: pk@kissinger.design

**If to City:** Jeff Lantz, Contract Administrator  
100 West Atlantic Blvd  
Pompano Beach, FL 33060  
Office: 954-786-5580  
Email: Jeff.Lantz@copbfl.com

**With a copy to:** Antonio Pucci, Contract Manager  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060  
Phone: 954-786-5574  
Email: antonio.pucci@copbfl.com

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. *Termination.*

A. *Termination for Breach or Default.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 9 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same. Failure to cure all such described defects within the required time period shall result in termination of this contract with written notice to Contractor.

B. *Termination for Convenience.* City retains the right to terminate this Agreement for convenience upon ten (10) business days written notice to Contractor in accordance with Article 9 herein. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities. City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

13. *Insurance.* Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, defend, save and hold harmless the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from Contractor's performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the

claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. *Performance Under Law.* The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. *Audit and Inspection Records.* The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. A *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

B *Conflict of Interest.* During the time period this Agreement is in effect, Contractor, its employees subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

Furthermore, none of Contractor's employees, subcontractors, and agents shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Paragraph 11, Termination.

20. *Independent Contractor.* The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Contractor cooperation.* The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of 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.

3. 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 contract if the Contractor does not transfer the records to the City.

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

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**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 AT:**

**CITY CLERK**

**100 W. Atlantic Blvd., Suite 253**

**Pompano Beach, Florida 33060**

**(954) 786-4611**

**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

23. *Governing Law.* Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. *No Contingent Fee.* Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the

right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. *No Third Party Beneficiaries.* Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

34. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. *Employment Eligibility.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

36. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

**CITY OF POMPANO BEACH**

DocuSigned by:  
*Kerwin Alfred*  
D1C913A8ED334CA  
KERVIN ALFRED, CITY CLERK

DocuSigned by:  
*Rex Hardin*  
502CB780EB3E480  
By: \_\_\_\_\_  
REX HARDIN, MAYOR

DocuSigned by:  


DocuSigned by:  
*Greg Harrison*  
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By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

“CONTRACTOR”

K-Ster Design, Inc.

Witnesses:

Christine Keough  
Christine Keough  
(Print or Type Name)

Danny Gilbert  
Danny Gilbert  
(Print or Type Name)

By: Paul D. Kissinger  
Paul D. Kissinger, Chairman

STATE OF Michigan

COUNTY OF Washtenaw

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 11 day of October, 2023 by Paul D. Kissinger as Chairman of K-Ster Design, Inc., a Michigan corporation on behalf of the corporation. He is personally known to me or who has produced Michigan Driver License (type of identification) as identification.

NOTARY'S SEAL:

ALYSIA M STYRK  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF LIVINGSTON  
My Commission Expires April 16, 2028  
Acting in the County of Washtenaw  
A. Styrk 10/11/2023

A. Styrk  
NOTARY PUBLIC, STATE OF Michigan

Alysis Styrk  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit A  
Scope of Services  
K-Ster Design, Inc.

### Project Description

As the Old Town in the City of Pompano Beach (“City”) redevelops, there is a strong need to examine the walkability, connectivity, and parking for the area. K-Ster Design, Inc. (“Contractor”) developed alternatives for parking opportunities to further the conversations with the First Baptist Church (“FBC”), located in Old Town. At the near end of the conclusion of this effort the scope of services changed dramatically, at the request of the First Baptist Church. The First Baptist Church continues to be interested in partnering with the City regarding parking, but have requested specific alternatives be examined. These requests include the following:

- FBC prefers to not have any of the church parking located in a garage. During meetings with Contractor, FBC indicated that 200 spaces is a comfortable amount of parking for the ministries.
- FBC would like to have their surface parking lots have access control and fencing and would entertain reconfiguration of the lots.
- FBC has limited the potential garage to only the western parcels of their ownership.
- FBC would like to examine how the pre-school parking could work better. As well as examine the large grassy lots between NE 2<sup>nd</sup> Avenue and NE 3<sup>rd</sup> Avenue and the north side of NE 1<sup>st</sup> Street to the athletic field.

Generally, the project area has shifted and now includes the land owned by the First Baptist Church, as outlined below in red (generally between NE 1<sup>st</sup> Avenue & NE 2<sup>nd</sup> Avenue and NE 2<sup>nd</sup> Street & NE 1<sup>st</sup> Street):



*Figure 1: First Baptist Church Property - Limits of Parking Study*

### Scope of Services

Based on discussions with the City, Contractor has prepared the following Scope of Services for the specific examination of the First Baptist Church property in an effort to help solidify a mutually beneficial agreement regarding parking for the Church and the redevelopment of Old Town.

As part of the Parties’ discussion, the parking garage shall include the following:

- The Project shall be located in the northeast quadrant of NE 1<sup>st</sup> Street and NE 1<sup>st</sup> Avenue spanning the block between NE 1<sup>st</sup> and NE 2<sup>nd</sup> Streets;
- The proposed garage shall provide between 600 and 800 spaces;
- The proposed garage shall include a 20’ deep liner located at-grade on the west side of NE 1<sup>st</sup>

Exhibit A  
Scope of Services  
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Avenue and the south side of NE 1<sup>st</sup> Street. The floor-to-floor height shall be a minimum of 15' for the liner space;

- Contractor shall confirm required City code setbacks
  - Setbacks are assumed as the back of the sidewalk from NE 1<sup>st</sup> Street and NE 1<sup>st</sup> Avenue. Setbacks on NE 2<sup>nd</sup> Street are assumed as 10' from the back of the curb. The west side setback shall be 10' from NE 1<sup>st</sup> Avenue, or as established by the City; as an example, a possible solution may include a covered dining area along NE 1<sup>st</sup> Avenue
- Zoning requirements such as height limitations, liner depths, parking layout criteria, etc. will be provided by the City;
- Two access driveways along NE 1<sup>st</sup> Avenue;
- The initial site dimensions are approximately 278' north-south by 168' east-west;
- Contractor shall evaluate options for both a two-bay and a three-bay solution.
  - The two-bay solution shall be developed within the initial site dimensions while the three-bay garage shall require additional width beyond the initial site dimensions.

**Task 1: Project Planning and Conceptual Design of Parking Garage and Surface Lot Strategy**

- Contractor shall participate in an initial brief working session to validate assumptions, conditions, and limits as well as identify options to be evaluated in the site feasibility studies.
- The City will provide information on garage demand and user characteristics that could impact design such as special event parking, secured parking, valet parking, etc. Obtaining a clear understanding of the garage users and the intended destinations provides a foundation for evaluating preferred pedestrian routes and anticipated vehicular flow.
- The City will provide and discuss applicable codes with the Contractor.
- Contractor shall determine possible program requirements including functional design, access control systems, operating plan, parking capacities, utility plan, equipment requirements, and building systems to prepare the final program statement.
- Contractor shall study and evaluate alternatives.
- Contractor shall prepare a maximum of two options for both the two-bay and three-bay solutions, including options with the surface parking lot strategies.
- Contractor shall develop and present preliminary solutions for City input and critique.
  - Preliminary design concepts shall illustrate basic parking structure opportunities and surface parking lot configurations.
  - Contractor shall meet with the City to review the preliminary design concept sketches. Initial meeting shall be virtual.

**Task 2: Preparation of Preliminary Design Presentation Materials for the Parking Garage and Surface Lot Strategy**

The goal of this phase shall be to advance and further develop the conceptual design solutions created in the previous phase for the purpose of having both two-bay and three-bay solutions for the program and recommendations for the surface parking lots. The documents developed during this phase shall contain sufficient detail to make preliminary presentations to the City. Contractor anticipates this plan set shall contain the following documentation:

- Preliminary Site Plan showing the garage footprint, driveway connections for the project, and setback relationships to adjacent development and/or property lines.
- Floor plans to identify parking layouts, car counts, ADA spaces, parking geometry, ramping, and

Exhibit A  
Scope of Services  
K-Ster Design, Inc.

pedestrian elements. If requested by the City, Contractor shall identify and locate any specialty items such as electric charging stations, access, and revenue control requirements, IT/Storage/Maintenance/Office, etc. spaces as appropriate.

- Building sections that delineate floor heights and ramping.
- Isometrics that assist in illustrating ramping and functional layouts.
- An initial code analysis shall be undertaken to review the program in conjunction with the Florida Building Code and any specific requirements imposed by the City for the proposed garage. Items that shall be reviewed for compliance may include the following:
  - Open Air Calculations.
  - Stair and elevator and travel distances.
  - Fire Protection and Separation Requirements.
  - Vehicle Protection and Bumper Requirements.
  - ADA Compliance.
  - Minimum Clearances.
- Preliminary designs for a maximum of two concepts in REVIT shall be provided to the City.
- Illustrative Site Plan illustrating the overall parking strategy for the First Baptist Church including surface parking and pedestrian circulation.

**Task 3: Coordination with City Staff / Meetings**

During the development of the parking strategy, Contractor shall meet with City Staff to discuss progress of the strategy, review alternatives and prepare for the presentation with the First Baptist Church. We anticipate up to three (3) virtual meetings and one presentation to the First Baptist Church, which may be virtual.

**Task 4: Final Recommendations for Parking Garage and Surface Lot Strategy**

Once feedback has been received from the First Baptist Church and City Staff, Contractor shall finalize the presentation into a report.

**Compensation**

Services shall not exceed thirty-four thousand, nine hundred dollars (\$34,900.00), to be billed on a monthly basis. Any additional trips/meetings, renderings, or changes in scope, other than described above shall be considered additional services & shall not occur without mutual party agreement from the Parties.

**Not Applicable or Required**

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Not Applicable or Required**

<b>Type of Insurance</b>	<b>Limits of Liability</b>
<b>GENERAL LIABILITY:</b>	Minimum 1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
___ comprehensive form	bodily injury and property damage
___ premises - operations	bodily injury and property damage
___ explosion & collapse hazard	
___ underground hazard	
___ products/completed operations hazard	bodily injury and property damage combined
___ contractual insurance	bodily injury and property damage combined
___ broad form property damage	bodily injury and property damage combined
___ independent CONTRACTORS	personal injury
___ personal injury	
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
___ liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

**AUTOMOBILE LIABILITY:**  Minimum \$1,000,000 Per Occurrence Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

\_\_\_ comprehensive form owned  Minimum \$10,000/\$20,000/\$10,000 (Florida's Minimum Coverage)

\_\_\_ hired

\_\_\_ non-owned

**REAL & PERSONAL PROPERTY**

\_\_\_ comprehensive form Agent must show proof they have this coverage.

<b>EXCESS LIABILITY</b>		Per Occurrence	Aggregate
___ other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

**PROFESSIONAL LIABILITY** Per Occurrence Aggregate

\_\_\_ \* Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

**Not Applicable or Required**

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.