

Broward County Commission

Mt Doc Stamps: \$0.00 Int Tax: \$0.00

PZ21-12000037

09/06/2023

DOCUMENT COVER SHEET

Title of Document: Development Agreement

Executed by: City of Pompano Beach, Florida
Mount Vernon Property Holdings, LLC

Dated: July 24, 2019

This Development Agreement involves improvements to the North Ocean Park by the Developer of an adjacent parcel. This Development Agreement encumbers both the Park parcel and the proposed Development parcel legally described within the Development Agreement. Although entitled "DEVELOPMENT AGREEMENT FOR NORTH OCEAN PARK IMPROVEMENTS", this Development Agreement is not, in any manner, intended to be the development agreement described and governed by Article 2, Chapter 155, City of Pompano Beach Code of Ordinances or in furtherance of the Florida Local Government Development Agreement Act (Fla. Stat. §§163.3220-3241, Fla. Stat.).

RECORD AND RETURN TO:

City Clerk
City of Pompano Beach, Florida
100 W. Atlantic Boulevard
Pompano Beach, Florida 33060

PZ21-12000037

3/16/2022

PZ21-12000037

1/19/2022

DRCPZ21-12000037
09/06/2023**DEVELOPMENT AGREEMENT
FOR NORTH OCEAN PARK IMPROVEMENTS**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this 30 day of July, 2019, by and between MOUNT VERNON PROPERTY HOLDINGS, LLC, a Florida limited liability company having an address of 250 NE 25th Street, Suite 203, Miami, FL 33137 ("DEVELOPER") and the CITY OF POMPANO BEACH, a Florida municipal corporation, having an address of 100 W. Atlantic Boulevard, Pompano Beach, Florida ("City"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, DEVELOPER owns real property located at 1508 N. Ocean Blvd., Pompano Beach, FL 33062, legally described in **Exhibit "A,"** which is attached and incorporated in this Agreement ("Property"); and

WHEREAS, the DEVELOPER intends to construct a 28-unit, mixed use development on the Property ("Development") and has requested the City Commission of the City of Pompano Beach to approve its request to rezone the Property from Multiple Family Residence 45 (RM-45) to Planned Development Infill (PD-I); and

WHEREAS, the DEVELOPER has volunteers to make certain improvements to North Ocean Park ("Park"), which is adjacent to the Property and legally described in the attached **Exhibit "B,"** that will increase the Park's aesthetics, offerings and overall value and significantly benefit the general public and City residents; and

WHEREAS, the proposed Park improvements will enhance the appeal of the Development to potential purchasers and provide additional benefit to subsequent Development residents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Incorporation of Whereas Clauses.** The "WHEREAS" clauses of this Agreement are true and correct and are incorporated into and made a part of this Agreement.

2. **Park Improvements.** The DEVELOPER agrees, following approval of its Development Site Plan and approval of building permits, to construct and install improvements to the Park including, but not limited to, a new pavilion, restrooms, exterior showers, pedestrian lighting, bike rack, bench seating, landscaping, picnic tables, fitness/exercise equipment, barbecue grills, drinking fountain, trash receptacles, side walk, irrigation, and walking trail ("Improvements"). All Improvements shall be new and in compliance with industry standards and governmental regulations and approvals. The Improvements shall generally be consistent with the conceptual representation attached and incorporated into this Agreement as **Exhibit "C."** The Parties agree that the Improvements shall be made by DEVELOPER at its sole cost, and at a cost not less than Three Hundred Thousand Dollars (\$300,000.00). Such costs shall not include any associated costs to the Improvements such as design, demolition or permitting fees. The cost

DRCPZ21-12000037
3/16/2022PZ21-12000037
1/19/2022

DRCPZ21-12000037
09/06/2023

of the Park Improvements shall be determined by the DEVELOPER and approved by the City and shall be evidenced by pricing documentation provided by the DEVELOPER or its contractor.

3. **Specific Restrictions on Park Improvements.** The DEVELOPER's actions including demolition, construction and installation at the Park shall be undertaken and carried out in accordance with all City Codes and Ordinances in effect on the effective date of this Agreement. The Parties agree that the Park Improvements will be governed in conformance with the following:

a. **Access.** No actions by the DEVELOPER for its Development or Park Improvements shall interfere, obstruct or hinder vehicular or pedestrian traffic proceeding along N.E. 16th Street to the Atlantic Ocean and beach as well as to AIA, except for limited periods of time for construction or development related activities where the DEVELOPER has provided no less than twenty four hours prior notice of such construction and received the City's approval.

b. **Parking.** Currently, there are 15 spaces for parking along N.E. 16th Street. These parking spaces are for the general public and will not be used by DEVELOPER for any purpose including temporary siting of trash dumpster or to facilitate parking for DEVELOPER's employees, contractors or agents.

c. **Site Design Standards.** DEVELOPER shall provide City with a complete set of the plans for the Park Improvements in accordance with the City's Land Development Code. Prior to the DEVELOPER's submission of either Park Improvement or Development site plans, the DEVELOPER shall make a presentation to the City's Parks & Recreation Advisory Board ("Board") regarding the Park Improvements Site Plan. Any Board comments regarding the Park Improvements shall be provided to the City Manager, who shall review and meet with DEVELOPER to determine appropriate modifications, if any, to such improvements. The City Manager's decision regarding the Improvements shall be final. No improvements shall be made to the Park unless the City approves the Park Improvements. Following the City's approval of the Park Improvements, the DEVELOPER shall prepare and submit the Park Improvement Site Plan within sixty (60) days after submission of the Development Site Plan in accordance with City Code Section 155.2407.

d. Any proposed off-site City utility connections or upgrades and any existing unutilized water or sewer connections must be retired at the main pursuant to the City's specification at DEVELOPER's expense.

e. The DEVELOPER agrees to comply with all local, county, state and federal laws pertaining to the Park Improvements.

4. **Completion of Park Improvements.** DEVELOPER agrees to diligently prosecute the Park Improvements to completion prior to the issuance of any certificate of occupancy for the Development, including a temporary certificate, where applicable. Further, following approval of its Development Site Plan and approval of Building Permits, as provided in Paragraph 2 above, the DEVELOPER shall provide to the City with a Performance Bond ("Bond") in the amount equal to the Park Improvements cost estimate guaranteeing to the City

DRCPZ21-12000037
3/16/2022**PZ21-12000037****1/19/2022**

DRC

PZ21-12000037

09/06/2023

the completion and performance of the improvements identified in the Park Improvements Site Plan as well as full payment of all suppliers, laborers or subcontractors employed by DEVELOPER for the Park Improvements. The Bond shall continue in effect for six months after completion and acceptance of the Park Improvements by the City. In lieu of a Bond, DEVELOPER may furnish, as agreed by City, alternate forms of security which may be in the form of cash, money order, certified check, cashier's check, or unconditional letter of credit. Such alternates shall be held by the City for six months after completion and acceptance of the Park Improvements. Construction of said Park Improvements may not interfere with the annual summer surf camp operation.

5. **Satisfaction of Conditions.** The DEVELOPER shall notify the City asserting the completion of any of the conditions of this Agreement and, as necessary, furnish evidence of such completion. The City shall then consider such notice, inspect the work or proof of completion and, within thirty (30) days, notify the DEVELOPER that such conditions have either been found to be completely satisfied, or found to be not completed, with a list of deficiencies. In the event that the City fails to take action within thirty (30) days of notification, the completion shall be deemed approved. The City Manager or their designee shall ensure that all requirements of this Agreement are met.

6. **Development Use and Improvements.** The DEVELOPER shall include in the recorded condominium documents that none of the units within the Development may be used for or operate as short term rentals (less than six months). The DEVELOPER shall also provide decorative crosswalks at both A1A and 16th Street to complement the City A1A GO Bond Streetscape Project ("Project"). The crosswalks that extend across A1A shall be in compliance with the design criteria of the Project and in accordance with any Florida Department of Transportation and City specifications. DEVELOPER will work with the City to complete the A1A crosswalk installation in the most cost effective manner. DEVELOPER will either construct the A1A crosswalk as part of the Project or provide funding to the City at the time of permitting to incorporate the design into the Project. DEVELOPER will ensure that the Development shall comply with all guidelines provided for and consistent with the A1A Scenic Highway designation.

7. The DEVELOPER shall also provide an artistic water feature or a public artwork or both visible at the front of the Development, consistent with the approved Development Site Plan and with the project's architecture as agreed by DEVELOPER and City. City shall not unreasonably withhold its approval of such feature or artwork.

8. **Building Permits; Cooperation.** The City agrees to issue to the DEVELOPER, upon application and approval, all required City building permits, approvals or other required permits, subject to compliance with the permit conditions, this Agreement, all applicable City Codes, and the most current Florida Code Building Code Edition. The City also covenants and agrees to cooperate with DEVELOPER in any and all respects that may be requested by DEVELOPER regarding the construction and installation of Park Improvements.

9. **No Lien.** As provided in Chapter 33, Florida Statutes, DEVELOPER, its contractors, agents and subcontractors agree that they are prohibited from, and shall not, assert rights to or claim a lien, or encumbrance of any kind, including a mechanic's lien, on

DRC

PZ21-12000037

3/16/2022

PZ21-12000037

1/19/2022

DRCPZ21-12000037
09/06/2023

any portion of the Park land, buildings, equipment, fixtures, or materials that constitute or form a part of the Park Improvements.

10. **Amendments.** No modification, amendment, or release of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by CITY and DEVELOPER. All amendments not requiring City Commission approval shall be subject to the final approval by the City Manager on behalf of the City.

11. **Notices.** Any notice, demand or other communication required or permitted under the terms of this Agreement shall be in writing, made by overnight delivery services or certified mail, return receipt requested, and shall be deemed to be received by the addressee one (1) business day after sending by overnight delivery services, and three (3) business days after mailing, if sent by certified mail. Notices shall be addressed as provided below:

CITY:

Greg Harrison, City Manager
City of Pompano Beach
100 W. Atlantic Boulevard
Pompano Beach, Florida 33060

with a copy to:

Mark Berman, City Attorney
City of Pompano Beach
100 W. W. Atlantic Boulevard
Pompano Beach, Florida 33060

DEVELOPER:

Carlos Rodriguez
Strategic Properties
250 NE 25th Street
Suite 203
Miami, Florida 33137

and

Tomas Sinisterra
Strategic Properties
250 NE 25th Street
Suite 203,
Miami, Florida 33137

with a copy to:

Hope W. Calhoun, Esq.
Dunay, Miskel & Backman, LLP
14 SE 4th Street, Suite 36
Boca Raton, Florida 33432

12. **Effective Date of the Agreement.** This Agreement shall become effective upon City Commission approval and execution by the DEVELOPER and City.

13. **Termination.** This Agreement may not be terminated, amended or modified in any respect whatsoever except by an instrument in writing signed by the Parties.

14. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained in this Agreement.

DRCPZ21-12000037
3/16/2022**PZ21-12000037****1/19/2022**

DRCPZ21-12000037
09/06/2023

15. **Waiver.** The failure of any 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.

16. **Governing Law and Venue.** This Agreement will be interpreted and enforced in accordance with Florida and federal law. Venue for any litigation arising out of this Agreement will be Broward County, Florida. The parties voluntarily waive any right to a trial by jury in any litigation which may arise out of or in connection with this Agreement or the performance of any covenants and obligations in such Agreement.

17. **Attorneys' Fees.** In the event of any controversy arising under or related to the interpretation or implementation of this Agreement or any breach, the City or DEVELOPER, as the case may be, as the prevailing party, shall be entitled to payment for all reasonable attorneys' fees, paralegals' fees, experts' fees, mediation fees and cost incurred in connection with such controversy, both at the trial and appellate levels.

18. **Indemnification from General Contractor.** DEVELOPER covenants and agrees that the City will be provided with a copy of any contracts for work entered into by DEVELOPER or other contractor in privity with the DEVELOPER which such contracts shall indemnify, defend (with counsel approved by the CITY) and hold harmless CITY, its officials, and authorized agents from and against any and all claims, damage, demands, fines, lawsuits, actions, proceedings, orders, decrees, judgments, costs, and expenses of any kind or nature, including attorneys' fees and expert witness fees (all of the foregoing, collectively, "Losses"), resulting directly or indirectly from, out of, or in connection with the Development and the construction and installation of the Park Improvements by the general contractor, its employees, agents, and subcontractors. This indemnification includes, without limitation, indemnification against the following: (i) Losses due to injury or damage to person or property (including death); and (ii) Losses resulting from any negligent act or omission, operation, or work of general contractor, its employees, agents or subcontractors in connection with the services required by this Agreement in connection with the development and construction of the Park Improvements by the general contractor or its employees, agents, and subcontractors. All contractors performing services associated with the work described in this Agreement shall have insurance in the amount provided in the attached form **Exhibit "D"** (consistent with the City's standard policy limits).

19. Notwithstanding the indemnification from General Contractor, DEVELOPER agrees to and shall hold the City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury including death and claims for property damage which may arise from the direct or indirect operations of the DEVELOPER or those of the DEVELOPER's contractor, agent, employee, or other person acting on its behalf which relate to the Park Improvement or the Development. DEVELOPER agrees to and shall defend the City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reasonable DEVELOPER's activities in connection with the Park Improvements.

DRCPZ21-12000037
3/16/2022**DRC**

DRCPZ21-12000037
09/06/2023

20. **City's Tort Liability.** Any tort liability to which the City is exposed under this Agreement will be limited to the extent permitted by applicable law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, as may be amended, which statutory limitations will be applied as if the Parties had not entered into this Agreement. The City expressly does not waive any of its rights and immunities under applicable law.

21. Further, surety bonding shall be as provided as prescribed in the Code and applicable ordinances and regulations. This Agreement shall not affect such requirements except to provide for joint and severable liability and to make clear that all requirements shall be binding on any mortgagees, successors or assigns. Irrevocable letters of credit in such form and issued by such institution as may be acceptable by the City shall serve as appropriate surety against failure to perform. However, nothing in this Agreement shall prevent the City, in its discretion, from accepting bonds or letters of credit in lieu of any specific improvement being completed within a specified time period.

22. **Miscellaneous.**

a. *Counterpart.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument

b. *Construction of Agreement.* Both parties to this Agreement have substantially contributed to the drafting and negotiation of this Agreement, and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The parties acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments, and have sought and received whatever competent legal advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations set forth in this Agreement.

c. *No Personal Liability of CITY.* The CITY is a municipal government, and no individual elected official, employee, agent, or representative of CITY will have any personal liability under this Agreement or any document executed in connection with this Agreement.

d. *No Third-Party Rights.* Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

e. *Section and Paragraph Headings.* The section and paragraph headings contained in this Agreement are for purposes of identification only and are not to be considered in construing this Agreement.

f. *Severability.* This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable law. If any provision of this Agreement, or the application of any provisions of this Agreement, in any circumstance is for any reason and to any extent, invalid or unenforceable, the invalidity or unenforceability does not destroy the basis of the bargain between the parties, the remainder of this

DRCPZ21-12000037
3/16/2022**DRC**Development Agreement for North Ocean Park Improvements
Page 16

PZ21-12000037

1/19/2022

DRC

PZ21-12000037
09/06/2023

Agreement and the application of such provision to other persons or circumstances will not be affected, and will be enforced to the fullest extent permitted by law.

g. *Signatories' Authority.* The individuals signing this Agreement represent and warrant that they have the authority and approval to execute this Agreement on behalf of the party they are identified as representing below. The undersigned representatives represent that they are agents of their respective parties duly authorized to execute contracts generally and this Agreement in particular.

h. *Successors and Assigns; Recording.* This Agreement and all obligations of the parties under this Agreement will be binding upon and will inure to the benefit of the City and the DEVELOPER, and their permitted legal representatives, successors, and assigns. This Agreement shall be recorded in the Public Records of Broward County, Florida and shall run with the Development Land and Park.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DRC

PZ21-12000037
3/16/2022

DRC

PZ21-12000037
Development Agreement for North Ocean Park Improvements
Page 17
1/19/2022

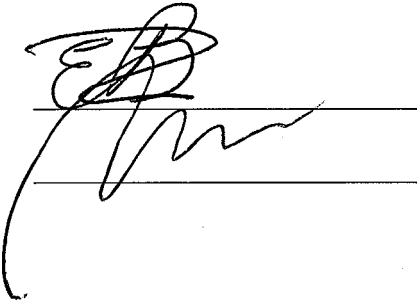
DRC

PZ21-12000037
09/06/2023

THE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DATES SET FORTH
BELOW THEIR RESPECTIVE SIGNATURES.

DEVELOPER:

Witnesses:



MOUNT VERNON PROPERTY HOLDINGS, LLC,
a Florida limited liability company,

By: 
Tomas Sinisterra, Manager

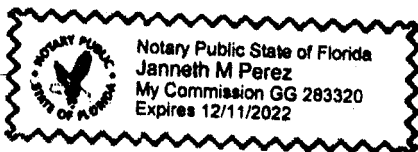
Date: July 16, 2019

ACKNOWLEDGEMENT:

STATE OF FLORIDA)
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me this 16 day of July,
2019, by Tomas Sinisterra as Manager of **MOUNT VERNON PROPERTY HOLDINGS,**
LLC, a Florida limited liability company, who is personally known to me or produced
as identification.

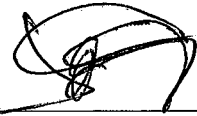
(SEAL)



My Commission expires:

12/11/22

NOTARY PUBLIC:



Print Name: Janneth M Perez

DRC

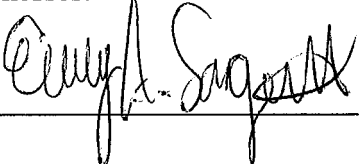
PZ21-12000037
3/16/2022

DRC


PZ21-12000037
Development Agreement for North Ocean Park Improvements
Page 13
1/19/2022

DRCPZ21-12000037
09/06/2023"CITY":

Witnesses:

CITY OF POMPANO BEACH
_____By: 

REX HARDIN, MAYOR


_____By: 

GREGORY P. HARRISON, CITY MANAGER

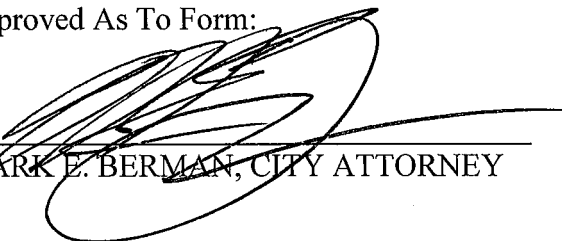
Attest:



ASCELETA HAMMOND, CITY CLERK

(SEAL)

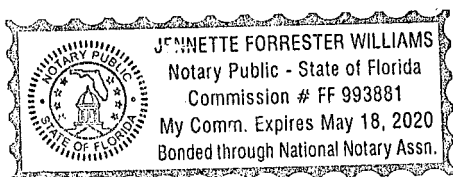
Approved As To Form:



MARK E. BERMAN, CITY ATTORNEYSTATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30 day of July, 2019, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

JES:jnz:jrm
7/12/19
l:agr/dev-svc/2019-1013

NOTARY PUBLIC, STATE OF FLORIDA



Jennette Forrester Williams

(Name Acknowledger Type Printed Stamp)

Commission Number

DRCPZ21-12000037
3/16/2022

Development Agreement for North Ocean Park Improvements

Page 10

PZ21-12000037**1/19/2022**

DRC

PZ21-12000037
09/06/2023

Exhibit A

PROPERTY LEGAL DESCRIPTION

LAND DESCRIPTION:

THE WEST 300 FEET OF LOT 20 OF THE "EAST COAST FINANCE CORPORATION'S SUBDIVISION OF GOVERNMENT LOT 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 25, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 29, TOWNSHIP 48 SOUTH, RANGE 43 EAST.

LESS THE FOLLOWING:

COMMENCE AT NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 29; THENCE ON AN ASSUMED BEARING, SOUTH 00°01'26" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 29, A DISTANCE OF 700.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°01'26" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) A DISTANCE OF 100.00 FEET; THENCE NORTH 89°37'56" EAST A DISTANCE OF 29.84 FEET; THENCE NORTH 00°20'27" WEST A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 20, SAID LINE ALSO BEING THE EXISTING SOUTH R/W LINE OF N.E. 16TH STREET; THENCE SOUTH 89°37'19" WEST A DISTANCE OF 29.20 FEET TO THE POINT OF BEGINNING.

DRC

PZ21-12000037
3/16/2022

DRC

Development Agreement for North Ocean Park Improvements

Page 110

PZ21-12000037

1/19/2022

DRC

PZ21-12000037
09/06/2023

Exhibit B

PARK LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LOT 20, EAST COAST FINANCE CORPORATION'S SUBDIVISION OF GOVERNMENT LOT 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS THE WEST 300' THEREOF.

ALL OF THE DESCRIBED LAND HEREON LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY FLORIDA.

DRC

PZ21-12000037
3/16/2022

DRC

Development Agreement for North Ocean Park Improvements
Page 11

PZ21-12000037
1/19/2022

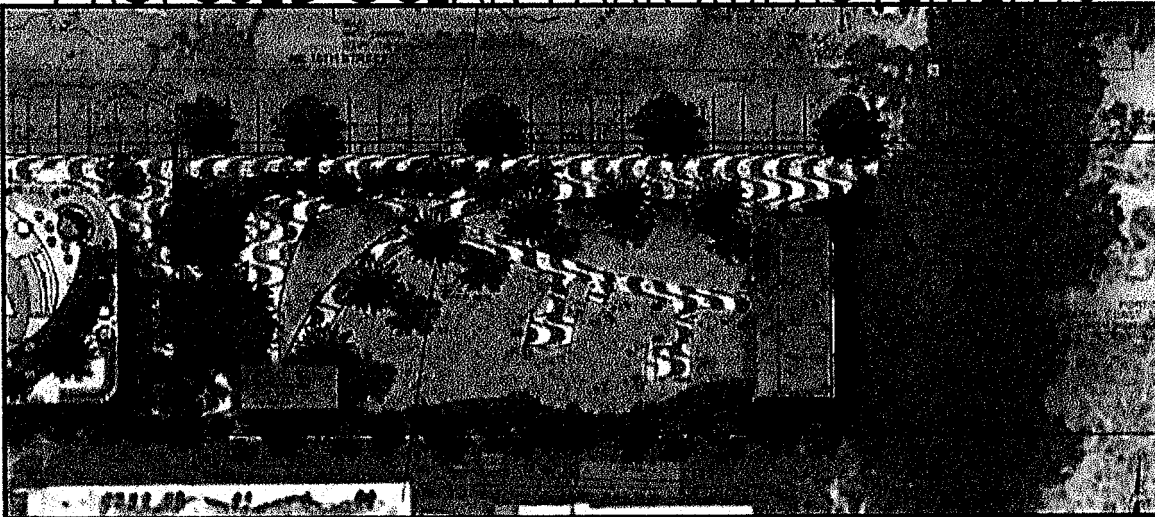
DRC

PZ21-12000037
09/06/2023

Exhibit C

CONCEPTUAL PARK IMPROVEMENTS

PROPOSED OCEAN PARK IMPROVEMENTS



1. Expanded Pavilion	5. Picnic Tables	9. Open Space	13. Bicycles Racks
2. Restrooms	6. BBQ Grills	10. Landscaping	14. Pedestrian Lighting
3. Exterior Showers	7. Trash Receptacles	11. Irrigation	15. Decorative Park ID signage
4. Drinking Fountain	8. seating areas	12. Sidewalks	16. Interior signage
			17. Fitness Equipment

DRC

Development Agreement for North Ocean Park Improvements
Page 17

PZ21-12000037

1/19/2022

DRC

PZ21-12000037
3/16/2022

DRCPZ21-12000037
09/06/2023Exhibit DSAMPLE CERTIFICATE OF INSURANCE

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.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all required insurance is in full force and effect and names on a primary basis, the CITY as an additional insured on all such coverage. Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

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. These requirements, 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, and until final approval of the Park Improvements, CONTRACTOR and all subcontractors or other agents, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Chapter 440, Florida Statutes, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. 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 policy, relative to claims which arise from

DRC**PZ21-12000037**

Development Agreement for North Ocean Park Improvements

Page | 13/19/2022

DRCPZ21-12000037
3/16/2022

DRC

PZ21-12000037

09/06/2023

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.

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX comprehensive form

bodily injury and property damage

XX premises - operations

bodily injury and property damage

XX explosion & collapse
hazard

XX underground hazard

XX products/completed
operations hazard

bodily injury and property damage combined

XX contractual insurance

bodily injury and property damage combined

XX broad form property damage

bodily injury and property damage combined

XX independent contractors

personal injury

XX personal injury

___ sexual abuse/molestation

Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

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

XX comprehensive form

XX owned

XX hired

XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form

Agent must show proof they have this coverage.

UMBRELLA EXCESS LIABILITY

___ other than umbrella

bodily injury and property damage combined
\$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY

XX * Policy to be written on a claims made basis

Per Occurrence Aggregate

\$1,000,000 \$1,000,000

DRC

PZ21-12000037

3/16/2022

Development Agreement for North Ocean Park Improvements

Page | 14

PZ21-12000037**1/19/2022**

DRC

PZ21-12000037
09/06/2023

CONTRACTOR is required to provide professional liability if engineering and design is used.

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall survive the 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. 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 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 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.

DRC

PZ21-12000037

Development Agreement for North Ocean Park Improvements

Page / 15 1/19/2022

DRC

PZ21-12000037
3/16/2022

DRC

PZ21-12000037
09/06/2023

09.27

RESOLUTION NO. 2019- 247

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT REGARDING IMPROVEMENTS TO NORTH OCEAN PARK BETWEEN THE CITY OF POMPANO BEACH AND MOUNT VERNON PROPERTY HOLDINGS, LLC; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Development Agreement between the City of Pompano Beach and Mount Vernon Property Holdings, LLC is approved, and a copy of the Agreement is attached and incorporated by reference as if set forth in full.

SECTION 2. That the proper City officials are authorized to execute the Development Agreement between the City of Pompano Beach and Mount Vernon Property Holdings, LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 23rd day of July, 2019.



REX HARDIN, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

DRC

PZ21-12000037
1/19/2022

DRC

PZ21-12000037
3/16/2022

JES:jm,jz
7/12/19
1:15:50/2019-239