BRYCER, L.P. 4355 Weaver Parkway Suite 230 Warrenville, IL 60555

August 27, 2025

City of Pompano Beach 100 W Atlantic Blvd Pompano Beach, FL 33060

Brycer, L.P. shall provide to the City of Pompano Beach through its Fire Prevention Bureau (Client), with "The Compliance Engine" (the "Solution"). The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

- 1. <u>Term</u>: Brycer will provide Client with the Solution for three (3) years commencing with the date this Agreement is fully executed by both parties and including services provided for the term starting on September 12, 2025 (the "Initial Term") and ending on September 11, 2028.
- 2. **Renewal:** In the event Client determines the Solution to be in full compliance with this Agreement and the Solution's performance thereunder to be satisfactory, then Client, with Client's Commission approval, shall have the option to renew this Agreement for an additional two (2) years with the consent of Brycer.
- 3. **Uninterrupted Services:** Notwithstanding anything to the contrary herein, and in order to prevent any interruption in the provision of services hereunder, the Term of this Agreement may be extended by mutual agreement for a period of up to six (6) months beyond the original expiration date. Such extension shall be effectuated by providing written notice of intent to extend to the other party no less than thirty (30) days prior to the expiration of the then-current Term. During the extension period, all rights, obligations, covenants, and conditions set forth in this Agreement shall remain in full force and effect, and shall be binding upon and enforceable against the parties hereto, unless otherwise mutually agreed in a written amendment executed by an authorized representative of both parties. Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 90 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.
 - 4. Fees: Brycer will collect all fees due and payable by third-party inspectors in connection with activities relating to the Solution, plus any additional fees charged by Client. Brycer will charge third-party inspectors a fee of thirty dollars (\$30.00) for each inspector's activity relating to the Solution, which will include a charge of 7% as the Client's processing fee equal to all fees from the Client. Brycer will remit to Client, on a quarterly basis, the amount of ten dollars and ninety cents (\$10.90), which is the amount AHJ Fees exceed the amount of fees due and payable to Brycer. Brycer's fees are a total amount of seventeen dollars (\$17.00) in connection with the third-party inspectors' use of the Solution. The amount of the fees due and payable to Brycer in connection with third-party inspectors' use of the Solution may be amended from time to time.
 - 5. <u>Brycer Responsibilities</u>: During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:
 - Availability. Brycer shall make the Solution available to Client as set forth on Exhibit B.

 The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.

- Service Level. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup**. Brycer shall back up the database used in connection with the Solution to a separate server located within the same web hosting firm on which the Solution is being hosted in real time. Upon request by Client (which can be no more than once a month) or made prior to or within 90 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e., encrypted and appropriately authenticated) download file of Client data in XML format, including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.
- **Retention of Information**. Brycer will maintain all information entered into the database by third-party inspectors for at least seven (7) years from the time such information is entered into the database.
- *Notices*. Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports that contain one or more deficiencies.
- *Call Center* Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client, and all scripts for the overdue calls will be approved by the Client.
- *Updates and Enhancements*. In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.
- 6. <u>Client Responsibilities</u>: During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:
 - Operating System. Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60, or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
 - *Training*. Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
 - *Information*. Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including, without limitation: (a) all commercial building addresses within [CLIENT] for Brycer's initial upload; and (b) quarterly updates in a format acceptable to Brycer in its discretion.
 - *Enforcement*. Client shall take all actions necessary to require (e.g., resolution, ordinance, fire policy, code amendment) the use of the Solution by third-party inspection companies.
 - Reports. Client will require all compliant and deficient test results to be submitted.
- 7. Ownership of Data. Client owns all the data provided by Client and received from third-party contractors for Client. Brycer shall maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of Client's data.
 - 8. **Scope of Work**. Brycer shall provide the Scope of Services as set forth in Brycer's Sole

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Source Letter of July 30th, 2025, and insurance requirements for the duration of the term of this Agreement, both herein attached hereto and made a part hereof in Exhibit C. If the Solution Service Level requires Brycer to provide materials or complete the Solution Service Level 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 C and Brycer agrees to provide said materials or Solution Service Level in accordance therewith. Brycer and Brycer's heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Brycer's part.

- 9. <u>Contract Administrators</u>. During the term of this Agreement, the Client's Contract Administrator shall be Kelvin McNabb, Fire Marshall, or designee for the Fire Department, and Brycer's Contract Administrator shall be provided by Brycer upon commencement of services (or their authorized written designee) as further identified below.
- 10. <u>Notices and Demands</u>. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via 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: George J. Mantas

4355 Weaver Parkway, Suite 230

Warrenville, IL 60555 Office: 630 445-4773

Email: gmantas@mybrycer.com

If to City: Kelvin McNabb, Fire Marshall, Contract Administrator

100 West Atlantic Blvd Pompano Beach, FL 33060 Office: 954-786-4719

Email: kelvin.McNabb@copbfl.com

With a copy to: Aymara Schmidt, Contract Manager

100 West Atlantic Blvd. Pompano Beach, FL 33060 Phone: 954-786-5574

Email: Aymara.Schmidt@copbfl.com

10. Termination for Convenience. Client and Brycer retain the right to terminate this Agreement for convenience upon thirty (30) business days' written notice to the Contract Administrator in accordance with Article 9 as stated herein. Such Notice of Termination may include Client's proposed Transition Plan and timeline for terminating the Solution and Service Level, requests for certain Service Level and Solution product documents and materials, and other provisions regarding winding down concerns and activities. Brycer shall compensate Client for all authorized Solution Service Level satisfactorily performed through the termination date under the payment terms set forth in Article 4 above, and all Solution Service Level product documents and materials shall be delivered to Client within ten (10) business days from the Notice of Termination. If any Service Level hereunder is in progress but not completed as of the date of the termination, then upon Client's written approval, this Agreement may be extended until said Service Level is completed and accepted by Client.

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Attest:	CITY	OF POMPANO BEACH
	Ву:	
ALFRED KERVIN, CITY CLERK		REX HARDIN, MAYOR
	D	
	By:	GREGORY HARRISON, CITY MANAGER
(SEAL)		

Witnesses:	BRYCER, L.P.						
Mora Cooney Nora Cooney Print Name	By: Mulke PSV2. Matthew Rice, Member						
Vice Com							
William Corroll Print Name	(SEAL)						
STATE OF	OFFICIAL SEAL LEE A. O'HARA Notary Public - State of Illinois My Commission Expires 7/15/2026						
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 27th day of AUGUST, 2025 by Matthew Rice as Member of Brycer L.P., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced DRIVERS LICENSE (type of identification) as identification.							
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA LEE A. O HARA (Name of Acknowledger Typed, Printed or Stamped) 877669						
	Commission Number						

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, L.P. and Client (the "Agreement).

- Restrictions on Use. Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
- 2. Proprietary Rights. All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
- 3. <u>Independent Contractor.</u> Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venture of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
- 4. Reservation of Rights. Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
- Use of Logos. During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
- Confidential Information. Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Information shall include, but is not limited to, the Solution, computer programs, flowcharts, screen shots, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be

disclosed by Florida Statute Chapter 119. In the event that Client

requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.

Brycer shall comply with all provisions of Florida Statutes Chapter 119. Specifically Brycer 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 Brycer does not transfer the records to the City; and 4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Brycer, or keep and maintain public records required by the City to perform the service. If the Brycer transfers all public records to the City upon completion of the contract, the Brycer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Brycer keeps and maintains public records upon completion of the contract, the Brycer 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.

Failure to comply with said statutory requirements may subject Brycer to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN
IF BRYCER HAS QUESTIONS
REGARDING THE APPLICATION
OF CHAPTER 119, FLORIDA
STATUTES, TO BRYCER'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

- 7. Brycer Warranty. Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
- Disclaimer. All information entered into Brycer's database is produced by third party inspectors and their agents. THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD-PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF REPRESENTATION AND WARRANTY.
 - LIMITATION ON DAMAGES. BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME.
- Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the thencurrent unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.
- Indemnity. Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will

- d hold hamless Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information.
- 11. Breach. Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
- 12. <u>Illegal Payments</u>. Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
- 13. Beneficiaries. There are no third-party beneficiaries to the Agreement.
- 14. Force Majeure. Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
- 15. Notices. All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
- 16. JURISDICTION AND VENUE. 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.
- 17. <u>Attorneys' Fees</u>. The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
- 18. Entire Agreement. The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
- 19. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right

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provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

- Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.
- 21. 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.
- 22. <u>Sovereign Immunity</u>. 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.
- 23 <u>Intellectual Property.</u> Brycer acknowledges and confirms that is has secured and owns, or is otherwise authorized to utilize, all intellectual property rights to the Solution and all of its hardware, software and technical elements. Accordingly, Brycer will similarly indemnify Client and the parties indicated above from any and all intellectual property and patent infringement claims stemming from Client's use of the Solution.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. <u>Uptime and Maintenance</u>.

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time**.

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. <u>Customer Support</u>

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

Exhibit C

Certificate of Insurance Sole Source Letter



CERTIFICATE OF LIABILITY INSURANCE

7/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

ting certificate does not contain highes to the continuate holder in fied of such chaorsement(s).						
PRODUCER	CONTACT NAME:					
CAC Specialty 8400 Belleview Dr. #105	PHONE (A/C, No, Ext):	205-414-8100	FAX (A/C, No):			
Plano, TX 75024	E-MAIL ADDRESS: crystal.wellborn@cacgroup.com					
			NAIC#			
www.cacspecialty.com	INSURER A: Grea		20303			
INSURED	INSURER B: Chubb Indemnity Insurance Company 12777					
Brycer, LLC 4355 Weaver Parkway, Ste 230	INSURER C:					
4355 Weaver Parkway, Ste 230 Warrenville IL 60555	INSURER D: Crum & Forster Specialty Insurance Co					
	INSURER E:					
	INSURER F:					

COVERAGES CERTIFICATE NUMBER: 86535103 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	VOLU	DSIONS AND CONDITIONS OF SUCH			EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
INSR LTR		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	1	COMMERCIAL GENERAL LIABILITY	1	1	36062788	2/17/2025	2/17/2026	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE ✓ OCCUR	1			. 1-	1	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
				Al	PPROVED Da	vidDa	ley	MED EXP (Any one person)	\$10,000
						. A 0"	70005	PERSONAL & ADV INJURY	\$1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:		Ву	David Daley at 1:31 pr	n, Aug Zi	, 2025	GENERAL AGGREGATE	\$2,000,000
	1	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							\$
Α	AUT	OMOBILE LIABILITY	1		73613563	2/17/2025	2/17/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	1	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	1	Comp/Coll Ded \$1,000							\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DED RETENTION\$							\$
В		RKERS COMPENSATION EMPLOYERS' LIABILITY		1	71827356	2/17/2025	2/17/2026	✓ PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mar	ndatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Cyb	er/Errors & Omissions			TEO-108157798-00	2/17/2025	2/17/2026	\$3,000,000 per claim/ago	gregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Pompano Beach, its officials, officers, agents, employees and volunteers are included as Additional Insured on the General and Auto Liability as required by written contract.

Waiver of subrogation is granted in favor of the additional insured as per terms and conditions of the General Liability and Work Comp policy, as required by written contract.

CERTIFICATE HOLDER	CANCELLATION				
City of Pompano Beach 100 West Atlantic Blvd Pompano Beach FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
1	Grantland Rice IV				

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July, 30th 2025

Pompano Beach Fire Prevention Bureau 100 W Atlantic Blvd Pompano Beach, FL 33060

Dear Pompano Beach Fire Prevention Bureau:

This letter has been written to confirm that to our knowledge, BRYCER is the only firm offering the professional services. The Compliance Engine delivers.

Overview:

The Compliance Engine is a simple, internet-based tool for code officials to track and drive code compliance, reduce false alarm activity, and provide a safer community. It offers a secure cloud environment in which third party service providers who inspect, test, and maintain fire protections systems submit their reports via BRYCER's web portal directly to the Pompano Beach Fire Prevention Bureau. This facilitates a more efficient review, tracking and follow-up process with occupants to correct deficiencies and maintain systems. In addition to the web-based technology, our services include a team to administer hard and soft copy notifications, build your database and perform follow-up calls to help increase testing and maintenance activity in Pompano Beach.

Services:

- Hard & Soft Copy Notifications: BRYCER is the only vendor that sends out both hard & soft copy renewal, overdue, and deficiency notifications on behalf of the jurisdiction.
- BRYCER Call Center: BRYCER is the only vendor that provides follow up phone calls on all deficient and overdue systems. As hard copy notifications can get lost in the mail, this is a needed service to ensure compliance is driven in the jurisdiction.
- <u>Virtual Walkthrough Tours:</u> BRYCER will Identify fire protection systems with our proprietary processes to build out the database for the jurisdiction.
- Return Mail Program: BRYCER keeps the database cleansed by having returned mail notifications returned to our team at BRYCER. This allows BRYCER to update the database and contact information accordingly throughout the partnership to assist the jurisdiction.
- <u>Data Quality Assurance:</u> BRYCER helps ensure reports submitted by the third-party contractors are accurate and current. This ensures the data collection process is streamlined.
- <u>License Verification:</u> BRYCER will help verify the contractor's licenses on file are valid and up to date. This ensures that certified third party contractors are performing work in the jurisdiction.
- <u>API Integration:</u> BRYCER provides API Integrations with other Record Management System's that Fire Department's utilize internally. BRYCER has a Live API Integration with EPR Fireworks.
- <u>PCI DSS Level 1 Compliant:</u> BRYCER is the only vendor that adheres to PCI Level 1 Compliance rules and regulations for the payment card industry.

Sincerely yours,

Matthew B. Rice

CEO