

## SERVICE CONTRACT

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**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024 by the CITY OF POMPANO BEACH (“City”) and REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC, a Florida limited liability company (“Contractor”).

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

**WHEREAS**, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

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

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit “A,” Scope of Work; Exhibit “B.” Insurance Requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide Professional Consulting Services largely related to public-private partnerships (P3s) and real estate, parking analysis and management, special projects, and business attraction upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit “A” (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of three years (3) beginning on August 1, 2024.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor’s performance to be satisfactory, then City, through its City Commission, shall have the option to renew this contract for an additional two one (1) year periods upon the written consent of both the City and the Contractor.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit “A” for the term of the contract.

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

This is a fixed-fee contract of \$ 29,968 per month, resulting in a total contract amount of \$359,611.

The fee shall be increased by 3.5% per annum effective June 1st of each year during the term of this agreement.

The fee is intended to be the full compensation paid to RMA in connection with the scope of services described herein. It is inclusive of any out-of-pocket or other overhead expenses, including travel expenses, generally incurred by RMA in providing the services, except as otherwise as set forth in the Agreement. The fee is only for the scope of services described herein. Any additional work requested by the City outside of that scope will be billed at the hourly rates below.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. 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.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

**If to Contractor:** Redevelopment Management Associates, LLC (or RMA)  
Attn: Chris Brown  
2401 East Atlantic Blvd., Suite #305  
Pompano Beach, Florida 33062

**If to City:** City of Pompano Beach  
City Manager  
P. O. Box 1300  
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon sixty (60) days written notice to the other party. Contractor shall be paid a transition fee for a period of one hundred and eighty days (180) after the 60 day termination period ends unless the notice of termination is given within one hundred and eighty days (180) days of the end of the initial term or any renewal term ("Term"), in which case the transition fee will be limited to the number of days remaining until the end of the Term.

If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.

If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days to cure said default after written notice from the other.

If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar days after receipt of written notice and is continuing either party shall have the right to terminate this Agreement immediately upon delivery of the written notice to the defaulting party of its election to do so.

14. 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 from the COVID-19 crisis or other similar 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.

The parties, by mutual agreement, may reschedule the performance of the services to a later date pursuant to the terms of this agreement.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. 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, hold harmless and defend 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 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.

17. 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.

18. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

19. 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).

20. 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, at the City's expense, 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

21. 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.

22. 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.

23. Mutual 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.

24. 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)**

24. 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.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. 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.

27. Headings. The headings or titles to sections 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.

28. 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.

29. 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 City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

30. 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 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.

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

**“CITY”:**

**CITY OF POMPANO BEACH**

By: \_\_\_\_\_  
REX HARDIN, MAYOR

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK (SEAL)

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

**"CONTRACTOR"**

**Redevelopment Management Associates, LLC**  
a Florida limited liability company

By: MetroStrategies, Inc., a Florida corporation  
a managing member

By: [Signature]  
Kim Briesemeister, President

and  
By: [Signature]  
Christopher J. Brown  
a managing member

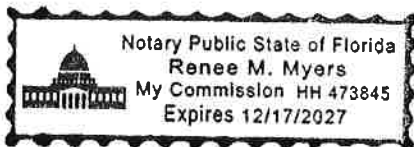
[Signature]  
Print Name: Lorena Ledesma

[Signature]  
Print Name: Yuniel Ojeda

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of July, 2024, Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

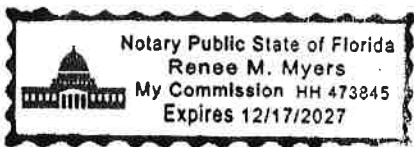
Renee Myers  
(Name of Acknowledger Typed, Printed or Stamped)

HH 473845  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of July, 2024, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Renee Myers  
(Name of Acknowledger Typed, Printed or Stamped)

HH 473845  
Commission Number

:jrm  
7/2/24  
L:agr/cra/2024-677

## EXHIBIT A

### Scope of Services

- 1.0 **Liaison:** Report directly to the City Manager or his designee and act as a liaison as directed on real estate and public-private partnerships (P3s), parking management, special projects, and business attraction, including interfacing with key city departments such as Finance, Public Works, Engineering, Capital Improvements, Development Services, and others. Coordinate with the city staff, particularly with the Assistant City Manager in charge of each professional discipline.
- 1.1 Attend meetings including but not limited to Development Review, Advisory Boards/Committees, City Commission or Community Redevelopment Agency Meeting as needed;
- 1.2 Writing, preparation, and packaging of reports, memos, financial analysis and other related deliverables as requested.
- 2.0 **P3s and Real Estate Projects:** Assist the city and other staff in developing effective development strategies for city properties and development activity in the city.
- 2.1 Identify city P3 opportunities, including development of city owned sites;
- 2.2 Assist the city in securing third party professional appraisals of its Properties, securing third party professional environmental Phase 1 and Phase 2 reports if required, coordinating surveys of all individual tracts within a development area, and procuring boundary surveys as needed;
- 2.3 Advise on the need for plat work required on each project;
- 2.4 Advise on the need for a land use amendment, rezoning or any other regulatory condition;
- 2.5 Assist in writing request for proposals, request for qualifications, or other bid processes. Provide administrative support during the bidding process, if required, for the selection of a developer(s) in developing a city P3 project;
- 2.6 Assist in the evaluation of third party solicited or unsolicited proposals made to the city by developers;
- 2.7 Assist in negotiating a development agreement for the sale or lease of property for development;
- 2.8 Assist in preparing a financial analysis of a proposed development including overseeing third party projections of the economic benefits that the city would receive from such development;

- 2.9     Oversee and manage P3 development agreements;
- 2.10    Assist the city with other services pertaining to P3s and real estate as directed by the City Manager;
- 2.11    Assist the city to acquire or lease land for parking and other public or public purpose uses.
- 2.12    Assist in guiding site plan considerations as development pads go thru the preliminary design phase as well as consideration of financial impacts of those decisions.
- 2.13    Work with the City on leasing, and purchase and sale decisions.

Exclusions: preparing land use amendments, drafting zoning regulations, providing owner's representation for construction management associated with the development of projects, plat work, or providing material of any kind for demonstration or presentation purposes including the exclusions listed above.

- 3.0     **Parking Management:** Assist the city and other staff as directed in developing adequate parking strategies for the city.
- 3.1     Assist with general planning and analysis for future parking needs including locations, site options, development and management;
- 3.2     Assist with developing a comprehensive short-range and long-range employee parking supply including leasing private parking lots, building new parking facilities, contracting for jitney services for transporting employees to the various centers of employment, particularly to the cluster of beach restaurants, and pursuing grants from the Metropolitan Planning Organization ("MPO") and US Department of Transportation;
- 3.3     Assist the city with other services pertaining to parking related P3s as directed by the City Manager or designee including but not limited to securing third party professional appraisal values, environmental Phase 1 and Phase 2 reports, surveys, plat work, land use and zoning amendment guidance, assistance writing request for proposals ("RFP") or other forms of solicitation, assistance with administration during the bidding process, assistance with selection of a developer(s) and/or financial lenders in redeveloping a project, evaluation of third party solicited or unsolicited proposals, negotiation and writing a P3 development agreement for the sale or lease of property for development and preparing a financial analysis of a proposed development and projecting the benefits that the city would receive from such redevelopment;
- 3.4     Provide input as directed on the city's parking ordinance.

Exclusions: preparing land use amendments, preparing zoning regulations, marketing and promotion, and providing owner's representation for construction management associated with the development of projects.

- 4.0 Special Projects:** Assist the city and other staff as directed in developing effective development and redevelopment strategies for city special projects. Provide analysis and recommendations for project feasibility as well as oversight services for the city as directed by the City Manager or designee.
- 4.1** Identify special project opportunities, including development of city owned sites as well as privately owned property;
- 4.2** Provide general project management services for special projects;
- 4.3** Develop project presentations and present to pertinent community organizations, committees, and boards;
- 4.4** Business Attraction- work with the city staff to identify and secure a tenant for the special projects;
- 4.5** Provide general assistance needed to promote city special projects including but not limited to overseeing efforts related to marketing, graphic design, collateral materials, special events, and other promotional marketing materials.
- 5.0 Business Attraction:** Assist the City Manager and other staff as directed to attract businesses and development to city properties or properties associated with city development efforts. Provide business attraction liaison services to the city and to the private sector interested in development of retail, residential, office, and industrial properties in the city as directed by the City Manager or designee.
- 5.1** Identify business attraction opportunities, including city owned sites as well as other privately-owned sites;
- 5.2** Assist the city with other services pertaining to business attraction as directed by the City Manager;
- 5.3** Assist in overseeing third party efforts related to general marketing, event, or brand related special projects on an as needed basis.

### **Compensation and Reimbursables**

The Consultant will be compensated a \$29,968 monthly fixed fee. Additional tasks as directed by the Executive Director shall be billed on an hourly basis as described in the Table One rate schedule below.

Initial Fee Not to Exceed \$359,611.

**TABLE ONE**  
(Rate Schedule)

<b><u>TITLE</u></b>	<b><u>HOURLY RATE</u></b>
Principal	\$325
Marketing Director	\$195
Real Estate Director	\$195
Senior Associate	\$185
Financial Analyst	\$195
Project Manager	\$175
Senior Planner/Urban Designer	\$175
Associate Planner	\$150
Project Coordinator	\$115
Administrative	\$115
Administrative Assistant	\$105

## EXHIBIT B

### INSURANCE REQUIREMENTS: REDEVELOPMENT MANAGEMENT ASSOCIATES

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. **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. 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, 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 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.

**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

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

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

sexual abuse/molestation

**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.

comprehensive form

owned

hired

non-owned

**REAL & PERSONAL PROPERTY**

comprehensive form

Agent must show proof they have this coverage.

**EXCESS LIABILITY/UMBRELLA LIABILITY**

Per Occurrence Aggregate

umbrella/other than umbrella property damage combined

bodily injury and

\$1,000,000

\$1,000,000



**PROFESSIONAL LIABILITY**

\_\_\_\_ \* Policy to be written on a claims made basis

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

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

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(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 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, 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.