AMENDED AND RESTATED SERVICE CONTRACT

THIS	AGREE	MENT	is	made	and	entered	into	this		day	of
		, 20	16,	by the (CITY (OF POMP.	ANO	BEACH,	hereinafte	r refe	rred
to as "City" a	and CRS Ma	x Consu	ltan	ts, Inc.,	hereina	after referr	ed to	as "Conti	ractor."		

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

WHEREAS, a Service Contract was entered into on October 7, 2015 between the City and Contractor; and

WHEREAS, the purpose of this Amended and Restated Service Contract is to amend and restate the original terms of the Service Contract entered into on October 7, 2015 to specify that additional monies may be paid to Contractor if certain goals are met and approved by FEMA related to the services provided herein and more particularly described in the attached Exhibit "A"-Scope of Work; 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. <u>Contract Documents</u>. 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. <u>Purpose</u>. City hereby contracts with Contractor to provide consultation and analysis services for the City's conversion to the 2013 CRS Manual upon the terms and conditions herein set forth.
- 3. <u>Scope of Work</u>. Contractor shall provide the services to be rendered as set forth in the revised Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.
- 4. <u>Term of Contract</u>. This Contract shall be for a two (2) year period. The start of this Agreement shall be October 7, 2015. Contractor shall commence consultation and analysis services for the City's conversion to the 2013 CRS Manual for the City and continue operation through September 30, 2017.

- 5. Renewal. For purposes of obtaining written notifications from FEMA of any changes in class and for purposes of any additional payment to Contractor pursuant to Paragraph 7 below, this contract shall automatically renew for two (2) additional one (1) year periods. This contract shall terminate upon said final payment by the City related to FEMA's confirmation that City has improved a class.
- 6. <u>Maximum Obligation</u>. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure 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. <u>Price Formula</u>. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$18,000. In the event Contractor succeeds in assisting the City to earn a higher class than it currently has, City will pay Contractor an additional bonus of \$5,000 for each class improved, which shall not be due until FEMA officially signifies that this goal has been obtained in writing. Payment of additional funds is conditioned upon the City Commission approving and appropriating such funds in the budget for that fiscal year that payment is requested.

8. <u>Invoices</u>. Contractor shall submit the invoices to City as follows:

Invoices shall be submitted on a monthly basis.

9. <u>Payment</u>. 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. <u>Disputes</u>.

- 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. <u>Communications</u>. 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: Earl King, CFM

Vice President 3331 NW 71st

Coconut Creek, Florida 33073

If to City:

City of Pompano Beach

City Manager P. O. Box 1300

Pompano Beach, Florida 33060

- 12. <u>Information and Documents</u>. 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. <u>Termination</u>. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.
- 14. <u>Force Majeure</u>. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.
- 15. <u>Insurance</u>. 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. <u>Indemnity</u>. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.
- 17. <u>Assignment</u>. 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.
- 18. <u>Performance Under Law</u>. 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.
- 19. <u>Audit and Inspection Records</u>. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any,

relating to performance under the contract until the expiration of three years after final payment under this contract.

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

- 20. <u>Adherence to Law</u>. 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.
- 21. <u>Independent Contractor</u>. 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.
- 22. <u>Mutual cooperation</u>. 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.

23. 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

- 24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.
- 25. <u>Waiver</u>. 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. <u>Entire Agreement</u>. 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. <u>Headings</u>. 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. <u>Severability</u>. 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.

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

Witnesses:	CITY OF POMPANO BEACH							
	Ву:_	LAMAR FISHER, MAYOR						
	Ву:_	DENNIS W. BEACH, CITY MANAGER						
Attest:		DENVIS W. BEACH, CITT MANAGER						
ASCELETA HAMMOND, CITY CLERK		(SEAL)						
APPROVED AS TO FORM:								
MARK E. BERMAN, CITY ATTORNEY								

STATE OF FLORIDA COUNTY OF BROWARD

	ged before me this day of, W. BEACH as City Manager, and ASCELETA HAMMOND as , a municipal corporation, on behalf of the municipal corporation,
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
	(Name of Acknowledger Typed, Printed or Stamped)
	Commission Number
"CO	ONTRACTOR"
	CRS MAX CONSULTANTS, INC. a Florida corporation
Witnesses:	
Trancis de	By: Cathy & Bing
Francois Sezeme	Print Name: Cathy L. King
(Print or Type Name)	Title: <u>Kresident</u>
Earl S. King	Business License No. PO6000129205
(Print or Type Name)	
STATE OF FLORIDA COUNTY OF BROWARD	
The foregoing instrument was acknowled 2016, by	ged before me this 24th day of as Vocal And on, on behalf of the corporation. He/she is personally known to
of CRS Max, Consultants, Inc., a Florida corporati me or who has produced	on, on behalf of the corporation. He/she is personally known to
(type of identification) as identification.	Mh
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
ERIK VELIAN NOTARY PUBLIC STATE OF FLORIDA Comm# FF161161	(Name of Acknowledger Typed, Printed or Stamped) PF/6/16/ Commission Number
MCE 1916 Expires 9/18/2018	Commission number

CLS:jrm 6/20/16 - 1/25/16 L:agr/devsrvs/2016-428

EXHIBIT "A"

City of Pompano Beach Detailed Scope of Services CRS Verification Visit Consultant Services 2016 – 2018

CRS Max Consultants, Inc. proposes to work together with the staff of the City of Pompano Beach to prepare for the City's Community Rating System Verification Visit, which is tentatively scheduled for 2017. Because the precise date of the visit is not known at this time, the anticipated term for consultant services may extend into 2018.

The Verification Visit will be based upon the 2013 CRS COORDINATOR'S MANUAL, which has undergone extensive revision from previous manuals. Consultant will clarify the pertinent revisions and their application to the City.

Payment for the services rendered will be made on a monthly basis, based upon the percentage of each item that was completed in the previous month. Exhibit 1 displays the format of the monthly payment calculations and estimates a possible scenario for a 10-month period of time.

Following is a basic outline of the services that are being offered.

Abbreviated Scope of Services:

- Review current CRS program
- Work together with staff to prepare for ISO/CRS Specialist Verification Visit:
 - o Identify documentation requirements
 - o Organize documentation
 - o Interface with ISO/CRS Specialist as required
- Develop Program for Public Information (PPI) and draft PPI Report, in accordance with 2013 CRS Coordinator's Manual
- Accompany staff during Verification Visit
- · Assist in providing any supplemental documentation required following visit

Detailed Scope of Services:

The CRS Program is a multidiscipline program that entails a total of 19 distinct activities, each of which contains its own series of elements and sub elements. Each of the 19 activities is summarized below. Following each summary, is a description of the anticipated services that will be provided by CRS Max Consultants. The CRS Program is ultimately the responsibility of each participating community. Due to the complexity of the program, however, consultant assistance can be beneficial to:

- Explain and clarify activity requirements
- Conduct research to assist in providing the required documentation
- Train staff as needed
- Provide optimal drafts for information dissemination and templates for recordkeeping
- Develop a Program for Public Information (PPI)
- Provide perspective that will aid in determining optimal use of resources
- Assure adequate documentation
- Provide quality control
- Interface with ISO/CRS Specialist as may be required
- Maximize the City's CRS score, which could result in enhancing the City's classification and the resulting insurance rate reductions for residents and businesses.

The following activities can be credited under the CRS program:

300 Public Information Activities

- 310 Elevation Certificates
- 320 Map Information Service
- 330 Outreach Projects
- 340 Hazard Disclosure
- 350 Flood Protection Information
- 360 Flood Protection Assistance
- 370 Flood Insurance Promotion

400 Mapping and Regulations

- 410 Floodplain Mapping
- 420 Open Space
- 430 Higher Regulatory Standards
- 440 Flood Data Maintenance
- 450 Stormwater Management

500 Flood Damage Reduction Activities

- 510 Floodplain Mgmt. Planning
- 520 Acquisition and Relocation
- 530 Flood Protection
- 540 Drainage System Maintenance

600 Warning and Response

- 610 Flood Warning and Response
- 620 Levees
- 630 Dams

A detailed summary of each of the 19 activities and a corresponding scope of services description for each activity follows.

310 ELEVATION CERTIFICATES—Summary

Maximum credit: 116 points

- a. **Maintaining Elevation Certificates (EC)**: Up to 38 points for maintaining FEMA Elevation Certificates on all buildings built in the Special Flood Hazard Area (SFHA) after the date of application to the Community Rating System (CRS). All communities applying to the CRS must apply for this element. The community must make copies of the certificates available to all inquirers.
- b. **Maintaining Elevation Certificates for post-FIRM buildings (ECPO)**: Up to 48 points for maintaining Elevation Certificates on buildings built before the date of application to the CRS but after the initial date of the Flood Insurance Rate Map (FIRM).
- c. **Maintaining Elevation Certificates for pre-FIRM buildings (ECPR)**: Up to 30 points for maintaining Elevation Certificates on buildings built before the initial date of the FIRM.

Credit Criteria

All three elements of this activity have the same credit criteria, described in Section 311.b.

- a. The community must maintain completed Elevation Certificates showing the "finished construction" elevations for all buildings constructed or substantially improved in the SFHA during the period credited.
- b. For floodproofed buildings, a FEMA Floodproofing Certificate is needed instead of an Elevation Certificate. Other certificates may be needed in coastal high hazard areas and for floodproofed residential basements.
- c. The community must ensure that the certificates are complete and the information correct.
- d. The community must make copies of Elevation Certificates readily available to anyone upon request.

Impact Adjustment

There is no impact adjustment for EC. The credit for ECPO and ECPR are adjusted based on the number of post-FIRM and pre-FIRM buildings in the community.

CRS Max Consultants Scope of Services Description

Elevation certificates are the foundation of the CRS program. As such, it is essential that they be maintained accurately and consistently. Communities that do not maintain elevation certificates appropriately can revert to a Class 10, which essentially suspends the community from the CRS program. Consultant will assure that the City has an acceptable standard operating procedure for elevation certificates and will review the City's elevation certificates issued subsequent to the last verification visit for accuracy. Compliance with NFIP and the City's ordinances are the responsibility of the City.

320 MAP INFORMATION SERVICE—Summary

Maximum credit: 90 points

322 Elements

- a. **Basic FIRM information (MI1)**: 30 points for providing basic information found on a Flood Insurance Rate Map (FIRM) that is needed to accurately rate a flood insurance policy.
- b. **Additional FIRM information (MI2):** 20 points for providing information that is shown on most FIRMs, such as protected coastal barriers, floodways, or lines demarcating wave action.
- c. **Problems not shown on the FIRM (MI3):** Up to 20 points for providing information about flood problems other than those shown on the FIRM.
- d. **Flood depth data (MI4)**: Up to 20 points for providing information about flood depths.
- e. **Special flood-related hazards (MI5)**: Up to 20 points for providing information about special flood-related hazards, such as erosion, ice jams, or tsunamis.
- f. **Historical flood information (MI6)**: Up to 20 points for providing information about past flooding at or near the site in question.
- g. **Natural floodplain functions (MI7)**: Up to 20 points for providing information about areas that should be protected because of their natural floodplain functions.

Credit Criteria

Credit criteria for this activity are described in Section 321.b. Each element has additional criteria specific to that element.

Impact Adjustment

There is no impact adjustment for MI1 and MI2. The credit for MI3 through MI7 is adjusted based on the area of the Special Flood Hazard Area that is covered by the map information service.

Documentation Provided by the Community

The documentation needed for this activity is described in Section 325

CRS Max Consultants Scope of Services Description

Consultant will explain the types of map information services that can be rendered and help the City determine what level of service it would be willing to provide to the community. Consultant will assist in writing an acceptable standard operating procedure and assist in locating the maps and/or data soources necessary to provide the service. Consultant will provide a template for letters of map determination. Furthermore, Consultant will assure that the service is adequately advertised to the community.

330 OUTREACH PROJECTS—Summary

Maximum credit: 350 points

Although the total of all elements in this activity exceeds 350 points, the maximum credit is 350 points.

332 Elements

- a. **Outreach projects (OP):** Up to 200 points for designing and carrying out public outreach projects. Credits for individual projects may be increased if the community has a Program for Public Information (PPI).
- b. **Flood response preparations (FRP):** Up to 50 points for having a preflood plan for public information activities ready for the next flood. Credits for individual projects may be increased by the PPI multiplier.
- c. **Program for Public Information (PPI):** Up to 80 points added to OP credits and up to 20 points added to FRP credits, for projects that are designed and implemented as part of an overall public information program.

Note: A Program for Public Information can help design an entire public information program, not just outreach projects. A PPI that covers other types of public information endeavors, such as a website and technical assistance, can result in increased credit under other activities.

d. **Stakeholder delivery (STK):** Up to 50 points added to OP credits for having information disseminated by people or groups from outside the local government.

Credit Criteria

Each element has a separate section describing credit criteria.

Impact Adjustment

There is no impact adjustment for this activity.

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

The points distribution of Activity 330 in the 2013 CRS COORDINATOR'S MANUAL is structured in such a way as to strongly encourage the development of a Program for Public Information in order to maximize the points total available. Consultant will facilitate the development of a PPI for the City of Pompano Beach. This will include assistance in the formation of the committee, facilitation of each meeting, writing the PPI report and assistance in presenting the report for adoption by the City Commission. Because the City can earn credit in other activities from its implementation of a PPI, Consultant will work to maximize the points earned.

Consultant will also assist the City to optimize the points that it can earn from dissemination of information to the community. This will include the provision of Flood Response Preparations that are specifically crafted for Pompano Beach.

340 HAZARD DISCLOSURE—Summary

Maximum credit: 80 points

342 Elements

- a. **Disclosure of the flood hazard (DFH)**: Up to 25 points if real estate agents notify those interested in purchasing properties located in the Special Flood Hazard Area (SFHA) about the flood hazard and the flood insurance purchase requirement. An additional 10 points are provided if the disclosure program is part of a Program for Public Information credited under Activity 330 (Outreach Projects).
- b. Other disclosure requirements (ODR): Up to 5 points for each other method of flood hazard disclosure required by law, up to a maximum of 25 points.
- c. **Real estate agents' brochure (REB)**: Up to 8 points if real estate agents are providing brochures or handouts that advise potential buyers to investigate the flood hazard for a property. An additional 4 points are provided if the disclosure program is part of a Program for Public Information credited in Activity 330 (Outreach Projects).
- d. **Disclosure of other hazards (DOH)**: Up to 8 points if the notification to prospective buyers includes disclosure of other flood-related hazards, such as erosion, subsidence, or wetlands.

Credit Criteria

Each element has a separate section discussing credit criteria.

Impact Adjustment

There is no impact adjustment for this activity.

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

Consultant anticipates that there will not be significant effort required for this activity. City will likely receive the State of Florida's Uniform Minimum Credit of 10 points for this activity.

350 FLOOD PROTECTION INFORMATION—Summary

Maximum credit: 125 points

352 Elements

- a. **Flood protection library (LIB):** 10 points for having 10 Federal Emergency Management Agency publications on flood protection topics housed in the public library.
- b. Locally pertinent documents (LPD): Up to 10 points for having additional references on the community's flood problem or local or state floodplain management programs housed in the public library.
- c. Flood protection website (WEB): Up to 76 points for providing flood protection information via the community's website. An additional 29 points are provided if the website is part of a Program for Public Information (credited under Activity 330 (Outreach Projects)). There are four ways to receive credit under this element:

WEB1: for providing more information on the messages conveyed in the community's outreach projects credited under Activity 330 (Outreach Projects).

WEB2: for providing information on warning, safety, evacuation, and other topics of immediate concern when a flood threatens.

WEB3: for posting or linking real-time gage information so users can see current water levels and, where available, flood height predictions.

WEB4: for posting Elevation Certificates or the data from Elevation Certificates.

Credit Criteria

Each element has a separate section discussing credit criteria.

Impact Adjustment

There is no impact adjustment for this activity.

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

Consultant will coordinate with Broward County Library system to maximize library credit under this activity. Consultant will provide information to include in the City's website that is intended to maximize credit under the website components of this activity.

360 FLOOD PROTECTION ASSISTANCE—Summary

Maximum credit: 110 points

362 Elements

- a. **Property protection advice (PPA):** Up to 25 points for providing one-onone advice about property protection (such as retrofitting techniques and drainage improvements). An additional 15 points are provided if the assistance program is part of a Program for Public Information (credited under Activity 330 (Outreach Projects)).
- b. **Protection advice provided after a site visit (PPV):** Up to 30 points if the property protection advisor makes a site visit before providing the advice. An additional 15 points are provided if the site visit procedures are part of a Program for Public Information credited under Activity 330 (Outreach Projects).
- c. **Financial assistance advice (FAA):** 10 points for providing advice on financial assistance programs that may be available. An additional 5 points are provided if the financial assistance advisory service is part of a Program for Public Information credited under Activity 330 (Outreach Projects).
- d. **Advisor training (TNG):** 10 points if the person providing the advice has graduated from the EMI courses on retrofitting or grants programs.

Credit Criteria

Each element has a separate section discussing credit criteria.

Impact Adjustment

There is no impact adjustment for this activity.

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

Consultant will describe the steps required to receive credit for this activity and will assist the City in the advertisement for the service, the implementation of the activities and the documentation required.

370 FLOOD INSURANCE PROMOTION—Summary

Maximum credit: 110 points

372 Elements

- a. Flood insurance coverage assessment (FIA): Up to 15 points for assessing the community's current level of coverage and identifying shortcomings.
- b. Coverage improvement plan (CP): Up to 15 points for a plan prepared by a committee that has representation from local insurance agents and lenders.
- c. Coverage improvement plan implementation (CPI): Up to 60 points for implementing the projects in the CP plan.
- d. **Technical assistance (TA):** Up to 20 points for providing advice about flood insurance.

Credit Criteria

Each element has a separate section discussing credit criteria.

Impact Adjustment

There is no impact adjustment for this activity.

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

This activity is a new one, first introduced in the *2013 CRS COORDINATOR'S MANUAL*. It can be most efficiently implemented by combining it with the development of the City's Program for Public Information (PPI), which has previously been described under Activity 330 Outreach Projects. Consultant will incorporate this component together with the PPI and will work with staff to develop the mapping that is required for receiving points under this activity.

410 Floodplain Mapping—Summary

Maximum credit: 802 points

412 Elements

Floodplain mapping (MAP) credit is based on

- a. **New study (NS)**: Up to 290 points for new flood studies that produce base flood elevations or floodways.
- b. **Leverage (LEV):** The points for NS are multiplied by a ratio that reflects how much of the study was financed by non-Federal Emergency Management Agency (FEMA) funds.
- c. **State review (SR):** Up to 60 points for flood studies reviewed and approved by a state or regional agency.
- d. **Higher study standards (HSS)**: Up to 160 points if the new study was done to one or more standards higher than the FEMA mapping criteria.
- e. **More restrictive floodway standard (FWS)**: Up to 110 points, based on the allowable floodway surcharge used in the study.
- f. Floodplain mapping of special flood-related hazards (MAPSH): Up to 50 points if the community maps and regulates areas of special flood-related hazards.
- g. Cooperating Technical Partner (CTP): Up to 132 points if the community, appropriate regional agency, or state has a signed, qualifying Cooperating Technical Partner agreement with FEMA.

Credit Criteria

Credit criteria for this activity are described in Section 411.b. Each element has additional criteria specific to that element.

- a. The area to be credited must be displayed on a map.
- b. The community must use the new floodplain map or data in its floodplain development regulations.
- c. The study must be based on a technique approved by FEMA or specifically approved by the ISO/CRS Technical Reviewer.
- d. A study or data that affects a length of stream or shoreline must be submitted to FEMA so that the local FIRM may be revised.

Impact Adjustment

The impact adjustment for this activity is described in Section 413.

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

Consultant will work together with staff to determine which, if any, elements of this activity the City could earn. While Consultant will not perform mapping, it will assist City staff in its effort to do mapping and will explain how to receive credit under this activity.

420 Open Space Preservation—Summary

Maximum credit: 2,020 points

Note that OSI and LZ are not counted toward the maximum credit because these two elements and OSP are mutually exclusive.

422 Elements

- a. **Open space preservation (OSP)**: Up to 1,450 points for keeping land vacant through ownership or regulations.
- b. **Deed restrictions (DR):** Up to 50 points extra credit for legal restrictions that ensure that parcels credited for OPS will never be developed.
- c. **Natural functions open space (NFOS):** Up to 350 points extra credit for OPS-credited parcels that are preserved in or restored to their natural state.
- d. **Special flood-related hazards open space (SHOS)**: Up to 50 points if the OPS-credited parcels are subject to one of the special flood-related hazards or if areas of special flood-related hazard are covered by lowdensity zoning regulations.
- e. **Open space incentives (OSI)**: Up to 250 points for local requirements and incentives that keep flood-prone portions of new development open.
- f. **Low-density zoning (LZ)**: Up to 600 points for zoning districts that require lot sizes of 5 acres or larger.
- g. **Natural shoreline protection (NSP)**: Up to 120 points for programs that protect natural channels and shorelines.

Credit Criteria

Each element has a separate section discussing credit criteria.

Impact Adjustment

Each element has a separate section describing the impact adjustment.

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

Consultant will work together with staff to determine how much open space preservation credit the City can receive and will work to maximize the points available under other elements, such as deed restrictions.

430 Higher Regulatory Standards—Summary

Maximum credit: 2,042 points

Credit for FRB, FDN, ENL, and CAZ are not counted toward this total because those elements and DL credit are mutually exclusive.

432 Elements

- a. **Development limitations (DL)**: Up to 1,330 points for prohibiting fill, buildings, and/or storage of materials in the SFHA.
- b. Freeboard (FRB): Up to 500 points for a freeboard requirement.
- c. Foundation protection (FDN): Up to 80 points for engineered foundations.
- d. Cumulative substantial improvements (CSI): Up to 90 points for counting improvements cumulatively.
- e. Lower substantial improvements (LSI): Up to 20 points for a substantial improvement threshold lower than 50%.
- f. **Protection of critical facilities (PCF):** Up to 80 points for protecting facilities that are critical to the community.
- g. **Enclosure limits (ENL)**: 240 points for prohibiting first-floor enclosures.
- h. **Building code (BC)**: Up to 100 points for adopting and enforcing the International Code Series.
- i. **Local drainage protection (LDP)**: Up to 120 points for ensuring that new buildings are protected from shallow flooding.
- j. **Manufactured home parks (MHP)**: Up to 15 points for removing the elevation exemption for manufactured homes placed in existing manufactured home parks.
- k. **Coastal A Zones (CAZ)**: Up to 650 points for enforcing V-Zone rules and/or ENL enclosure limits inland from the V-Zone boundary.
- I. Special flood-related hazards regulations (SHR): Up to 100 points for enforcing appropriate construction standards in areas subject to a special flood-related hazard.
- m. Other higher standard (OHS): Up to 100 points for other regulations.
- n. **State-mandated regulatory standards (SMS)**: Up to 20 bonus points if a regulatory standard is required by the state.
- o. **Regulations administration (RA)**: Up to 67 points for having trained staff and administrative procedures that meet specified standards.

Credit Criteria

Credit criteria for this activity are described in Section 431.b. Each element has additional criteria specific to that element.

Impact Adjustment

There is no impact adjustment for BC, LDP, MHP, SMS, or RA. The credit for all other elements is adjusted and explained in Section 431.c. For some elements, additional details are described in separate sections.

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

Consultant will meet with high level staff to determine which, if any, higher regulatory standards the City would like to implement. After this determination is made, Consultant will work together with staff to draft ordinance revisions that would incorporate higher standards and thus earn additional points. Consultant will also assist in providing the documentation required for other elements in this activity.

440 FLOOD DATA MAINTENANCE—Summary

Maximum credit: 222 points (not including credit for special flood-related hazards)

442 Elements

- a. **Additional map data (AMD):** Up to 160 points for implementing digital or paper systems that improve access, quality, and/or ease of updating flood data within the community.
- b. **FIRM maintenance (FM):** Up to 15 points for maintaining copies of all Flood Insurance Rate Maps (FIRMs) that have been issued for the community.
- c. **Benchmark maintenance (BMM):** Up to 27 points for a program that maintains benchmarks so surveyors can find them and can depend on them to be accurate.
- d. **Erosion data maintenance (EDM):** Up to 20 points for maintaining coastal erosion data as described in *CRS Credit for Management of Coastal Erosion Hazards*.

Credit Criteria

Each element has a separate section discussing credit criteria.

Impact Adjustment

The impact adjustment for AMD is discussed in Section 442.a, and the impact adjustment for BMM is discussed in Section 442.c. There are no impact adjustments for FM or EDM.

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

Consultant will work together with staff to maximize the points that can be received under this activity. Consultant will also assist in the identification of benchmarks that can receive credit and the securing of documentation to earn credit for other applicable elements.

450 STORMWATER MANAGEMENT—Summary

Maximum credit: 755 points

452 Elements

- a. **Stormwater management regulations (SMR):** Up to 380 points for regulating development on a case-by-case basis to ensure that the peak flow of stormwater runoff from each site will not exceed the predevelopment runoff. SMR credit is the sum of four sub-elements:
- (1) Size of development regulated (SZ): Up to 110 points.
- (2) Design storms used in regulations (DS): Up to 225 points.
- (3) Low-impact development (LID): Up to 25 points.
- (4) Public maintenance of required facilities (PUB): Up to 20 points.
- b. **Watershed master plan (WMP):** Up to 315 points for regulating development according to a watershed management master plan. WMP is the total of eight sub-elements.
- c. **Erosion and sedimentation control regulations (ESC):** Up to 40 points for regulations to minimize erosion from land disturbed due to construction or farming.
- d. **Water quality regulations (WQ):** 20 points for regulations that improve the quality of stormwater runoff.

Credit Criteria

Each element has a separate section discussing credit criteria.

Impact Adjustment

The credit points for SMR and WMP are adjusted by ratios reflecting the proportion of the watersheds affected by the regulations or the plan. There is no impact adjustment for elements ESC or WQ.

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

Consultant will work together with staff to provide the documentation required to maximize the points that can be received under this activity. This will include identification of stormwater management documentation from the City, the County and the South Florida Water Management District.

502 Repetitive Loss Category

Every CRS community with one or more unmitigated repetitive loss property on FEMA's current list must keep the list updated and submit a Repetitive Loss List Community Certification (CC-RL) at each verification visit.

Additional requirements depend on the community's repetitive loss category, which is determined by the number of repetitive loss properties without mitigation measures AFTER the community has updated the repetitive loss property information and submitted it for approval. Properties that have been mitigated, that are shown to be in another community, that are not currently insured, or that are documented as impossible to identify and locate in the community are not counted when determining the repetitive loss category.

502.a. The Categories

For CRS purposes, there are three categories of repetitive loss communities based on the number of properties on the UPDATED repetitive loss list (i.e., after the changes and updates have been reported and accepted by FEMA):

- (1) Category A: A community that has no repetitive loss properties, or whose repetitive loss properties all have been mitigated. A Category A community has no special requirements except to submit information to update its repetitive loss list, as needed.
- (2) Category B: A community with at least one, but fewer than 10, repetitive loss properties that have not been mitigated. At each verification visit, a Category B community must
- (a) Prepare a map of the repetitive loss area(s) (see Section 503),
- (b) Review and describe its repetitive loss problem,
- (c) Prepare a list of the addresses of all properties with insurable buildings in those areas, and
- (d) Undertake an annual outreach project to those addresses (see Section 504). A copy of the outreach project is submitted with each year's recertification.
- (3) Category C: A community with 10 or more repetitive loss properties that have not been mitigated. A Category C community must
- (a) Do the same things as a Category B community, AND
- (b) Prepare a floodplain management plan or area analyses for its repetitive loss area(s). The plan and area analysis requirements are explained in Activity 510 (Floodplain Management Planning).

CRS Max Consultants Scope of Services Description

While this is not officially a separate activity under the CRS program because it does not receive points, it is nevertheless a requirement for all participating communities. Consultant will work together with staff to redefine the Repetitive Loss Areas, if the City so chooses. Consultant will also assist the City in assuring that it meets the requirements of this activity, including the required annual outreach.

510 FLOODPLAIN MANAGEMENT PLANNING—Summary

Maximum credit: 622 points

512 Elements

a. **Floodplain management planning (FMP)**: 382 points for a communitywide floodplain management plan that follows a 10-step planning process:

Step 1. Organize

Step 2. Involve the public

Step 3. Coordinate

Step 4. Assess the hazard

Step 5. Assess the problem

Step 6. Set goals

Step 7. Review possible activities

Step 8. Draft an action plan

Step 9. Adopt the plan

Step 10. Implement, evaluate, revise.

b. Repetitive loss area analysis (RLAA): 140 points for a detailed mitigation plan for a repetitive loss area.

c. **Natural floodplain functions plan (NFP)**: 100 points for adopting plans that protect one or more natural functions within the community's floodplain.

Credit Criteria

Each element has a separate section discussing credit criteria.

Impact Adjustment

The impact adjustments for FMP and RLAA are described in separate sections. There is no impact adjustment for NFP.

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

As a Class C community, the City of Pompano Beach is required to adopt, implement and update a floodplain management plan. The City, like most other cities in Florida, uses the County's Local Mitigation Strategy (LMS) as its floodplain management plan. Consultant will assure that the latest LMS has been adopted and that the annual progress report is submitted, as required.

520 ACQUISITION AND RELOCATION—Summary

Maximum credit: 2,250 points

522 Elements

A community can obtain credit under one or a combination of elements. The elements reflect the different scoring that is applied to different types of buildings. A given building can only be credited under one element.

- a. Buildings acquired or relocated (bAR) from the regulatory floodplain.
- b. Buildings on the repetitive loss list (bRL) that have been acquired or relocated.
- c. **Severe Repetitive Loss properties (bSRL)** that have been acquired or relocated.
- d. Critical facilities (bCF) that have been acquired or relocated.
- e. Buildings located in the V Zone or coastal A Zone (bVZ) that have been acquired or relocated.

Credit Criteria

Credit criteria for this activity are described in Section 521.b. Each element has additional criteria specific to that element.

Impact Adjustment

There is no impact adjustment for this activity.

Documentation Provided by the Community

The documentation needed for this activity is described in Section 524.

CRS Max Consultants Scope of Services Description

While there are many points available in this activity, many communities do not determine to pursue credit because of the significant expense entailed. Consultant will determine whether or not the City can earn credit for this activity and will assist the City in providing the necessary documentation required.

530 FLOOD PROTECTION—Summary

Maximum credit: 1,600 points

Of the 1,600 points, credit for sewer backup protection projects is limited to 200 points and flood control techniques are limited to 1,000 points.

532 Elements

- a. Flood protection project technique used (TU_): Credit is provided for retrofitting techniques or flood control techniques.
- ☐ **Retrofitting technique used:** Points are provided for the use of elevation (TUE), dry floodproofing (TUD), wet floodproofing (TUW), protection from sewer backup (TUS), and barriers (TUB)
- ☐ **Structural flood control technique used:** Points are provided for the use of channel modifications (TUC), and storage facilities (TUF).
- b. Flood protection improvement (FPI): Credit points are determined for the difference between the level of flood protection provided before and after the project.
- c. **Protected buildings (PB):** The value of TU is multiplied by the value of FPI for each building and used in the credit calculation.

Credit Calculation

There are two options for calculating the total points. Option 1 is used if the number of buildings eligible for credit is a small percentage of the total number of buildings in the floodplain. The maximum credit for Option 1 is 160 points. Option 2 is used if the number of buildings eligible for credit is a larger percentage of the total number of buildings in the floodplain. The maximum credit for Option 2 is 1,600 points.

Impact Adjustment

There is no impact adjustment for this activity.

Documentation Provided by the Community

The documentation needed for this activity is described in Section 534.

CRS Max Consultants Scope of Services Description

Consultant will determine whether or not the City can earn credit for this activity. If there is credit available, consultant will assist the City in providing the necessary documentation required.

540 DRAINAGE SYSTEM MAINTENANCE—Summary

Maximum credit: 570 points

542 Elements

- a. **Channel debris removal (CDR):** Up to 200 points for inspecting public and private drainage systems and removing debris as appropriate.
- b. **Problem site maintenance (PSM):** Up to 50 points for paying special attention to known problem sites, such as those needing more frequent inspections.
- c. Capital improvement program (CIP): Up to 70 points for having a capital improvement program that corrects drainage problems.
- d. **Stream dumping regulations (SDR):** Up to 30 points if the community has and publicizes regulations prohibiting dumping in streams and ditches.
- e. **Storage basin maintenance (SBM):** Up to 120 points for annually inspecting public and private storage basins and performing the required maintenance.
- f. **Coastal erosion protection maintenance (EPM):** Up to 100 points for maintaining erosion protection programs in communities with coastal erosion-prone areas as described in *CRS Credit for Management of Coastal Erosion Hazards*.

Credit Criteria

Credit criteria for this activity are described in Section 541.b. They include drainage system inspections and maintenance requirements, no reliance on unsecured outside funding for maintenance, and compliance with federal and state laws and executive orders for environmental and historic preservation. Each element has additional criteria specific to that element.

Impact Adjustment

The credit for CDR, PSM, and CIP are adjusted based on the percentage of the components of a community's drainage system that is inspected and maintained. There is no impact adjustment for SDR. The credit for SBM is adjusted based on the percentage of the storage basins that is inspected and maintained.

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

Among the prerequisites for receiving credit under this activity is the submittal of a map of the City's drainage system, together with an inventory of its components. Consultant will assist by explaining details that are needed for the map and the accompanying inventory. Consultant will also assist in the development or the refining of a standard operating procedure for drainage system maintenance and in explaining the documentation requirements. Finally, Consultant will assist the City in its efforts to document that its capital improvement plan addresses stormwater issues.

610 FLOOD WARNING AND RESPONSE—Summary

Maximum credit: 395 points

612 Elements

- a. Flood threat recognition system (FTR): Up to 75 points for a system that predicts flood elevations and arrival times at specific locations within the community.
- b. **Emergency warning dissemination (EWD):** Up to 75 points for disseminating flood warnings to the public.
- c. **Flood response operations (FRO):** Up to 115 points for implementation of specific tasks to reduce or prevent threats to health, safety, and property.
- d. **Critical facilities planning (CFP):** Up to 75 points for coordinating flood warning and response activities with operators of critical facilities.
- e. **StormReady community (SRC):** 25 points for designation by the National Weather Service as a StormReady community.
- f. **TsunamiReady community (TRC):** 30 points for designation by the National Weather Service as a TsunamiReady community.

Credit Criteria

Credit criteria for this activity are described in Section 611.b.

- a. The community must receive some credit for FTR, EWD, FRO, and CFP.
- b. The community must have a description of its flood hazard.
- c. There must be a flood inundation map.
- d. There must be an adopted flood warning and response plan.
- e. There must be one or more outreach projects on the warning and safety precautions.
- f. There must be an annual exercise of the plan with a lessons-learned report. Each element has additional criteria specific to that element.

Impact Adjustment

The credits for FTR, EWD, and FRO are adjusted based on the number of buildings within the Special Flood Hazard Area affected by each element. There is no impact adjustment for CFP, SRC, or TRC.

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

In the state of Florida, emergency management, including flood warning and response, is primarily the responsibility of the County governments. Consultant will work to receive all the credit that Broward County receives for this activity. Consultant will also work with City staff to assure that the City is able to secure the credit earned both by Broward County and also by its own activities.

620 LEVEES—Summary

Maximum credit: 235 points

622 Elements

- a. Levee maintenance (LM): Up to 95 points if the levee system is maintained and operated according to a written maintenance plan. There are no credit points for levees that are accredited by FEMA, although documentation of annual inspection and maintenance is a prerequisite for any credit under this activity.
- b. Levee failure threat recognition system (LFR): Up to 30 points for having a system to advise the emergency manager when there is a threat of a levee's failure or overtopping.
- c. **Levee failure warning (LFW):** Up to 50 points for disseminating the warning to the public.
- d. Levee failure response operations (LFO): Up to 30 points for response actions to be undertaken to reduce or prevent threats to health, safety, and property.
- e. Levee failure critical facilities planning (LCF): Up to 30 points for coordination of actions with operators of critical facilities.

Credit Criteria

Credit criteria for this activity are described in Section 621.b.

- a. Credit is limited to levee systems that were designed and constructed as levee systems and are operated and maintained by a public agency.
- b. The community must submit a map showing the location of each levee and the areas that would be flooded if the levee were to fail or be overtopped.
- c. Annual inspections of the levee system must be conducted according to a written maintenance plan.
- d. The community must implement an outreach project to the residents and businesses in the area(s) that would be inundated if a levee were overtopped.
- e. To receive any Activity 620 credit, the community must receive some LM credit and some credit for LFR, LFW, LFO and LCF, and
- (1) There must be a levee failure flood warning and response plan that has been adopted by the community's governing body.
- (2) There must be an annual exercise of the plan and a lessons-learned report. Each element has additional criteria specific to that element.

Impact Adjustment

The credit for LM, LFR, LFW, and LFO are adjusted based on the number of buildings within the Special Flood Hazard Area affected by each element. There is no impact adjustment for LCF.

CRS Max Consultants Scope of Services Description

Consultant does not anticipate the City will qualify for credit under this activity.

630 DAMS—Summary

Maximum credit: 160 points

632 Elements

- a. **State dam safety program (SDS):** Up to 45 points based on the credit for the state's program.
- b. **Dam failure threat recognition system (DFR):** Up to 30 points for having a system to advise the emergency manager when there is a threat of a dam failure.
- c. **Dam failure warning (DFW):** Up to 35 points for disseminating the warning to the public.
- d. **Dam failure response operations (DFO):** Up to 30 points for planning and practicing specific tasks to be undertaken to reduce or prevent threats to health, safety, and property.
- e. Dam failure critical facilities planning (DCF): Up to 20 points for coordination of dam failure warning and response activities with operators of critical facilities.

Credit Criteria

Overall criteria for this activity are described in Section 631.b.

- a. There must be at least one insurable building within the community that is subject to inundation from the failure of a high-hazard-potential dam.
- b. The community must have a description of the dam failure threat and a dam failure inundation map.
- c. To receive any Activity 630 credit, the community must receive some credit for DFR, DFW, DFO, and DCF.
- d. There must be an adopted dam failure warning and response plan.
- e. There must be one or more outreach projects on the warning and safety precautions.
- f. There must be an annual exercise of the plan with a lessons-learned report. Each element has additional criteria specific to that element.

Impact Adjustment

There is no impact adjustment for the state dam safety program (SDS). The credit for DFR, DFW, and DFO is adjusted based on the number of buildings in the community that would be affected by the failure of a high-hazard-potential dam. There is no impact adjustment for DCF.

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

Consultant does not anticipate the City will qualify for credit under this activity.

Exhibit 1
City of Pompano Beach
CRS Activities Spreadsheet

			Month 1			Month 2			Month 3			Month 4			
			Percent			Percent			Percent			Percent			
Activity # Activity Description	Tot	al Cost	Completed	Fee	е	Completed	Fee	е	Completed	Fee	е	Completed	Fe	ee	
310 Elevation Certificates	\$	3,000	15	\$	450	10	\$	300	10	\$	300	1	10 \$	5	300
320 Map Information Service	\$	500	20	\$	100	5	\$	25	5	\$	25		5 \$	5	25
330 Outreach Projects	\$	4,000	10	\$	400	10	\$	400	10	\$	400	1	10 \$	5	400
340 Hazard Disclosure	\$	100		\$	-	50	\$	50	40	\$	40		\$	5	-
350 Flood Protection Information	\$	700		\$	-		\$	-		\$	-	5	50 \$	5	350
360 Flood Protection Assistance	\$	200	5	\$	10	10	\$	20		\$	-		\$	5	-
370 Flood Insurance Promotion	\$	500		\$	-		\$	-	20	\$	100		\$,	-
410 Floodplain Mapping	\$	200		\$	_	40	\$	80		\$	-		\$	5	
420 Open Space	\$	1,000	5	\$	50	5	\$	50	20	\$	200		\$	5	-
430 Higher Regulatory Standards	\$	2,000	15	\$	300	15	\$	300	20	\$	400	2	20 \$	5	400
440 Flood Data Maintenance	\$	100		\$	-	50	\$	50		\$	-		\$	5	_
450 Stormwater Management	\$	1,000	. 5	\$	50	5	\$	50	10	\$	100	1	0 \$;	100
510 Floodplain Mgmt. Planning	\$	1,500	a .	\$	_	20	\$	300		\$	-		\$	6	
520 Acquisition and Relocation	\$	100		\$	-	20	\$	20	80	\$	80		\$	5	-
530 Flood Protection	\$	100		\$	-	20	\$	20		\$	-		\$	5	-
540 Drainage System Maintenance	\$	2,000	10	\$	200	10	\$	200	10	\$	200	1	10 \$	5	200
610 Flood Warning and Response	\$	1,000		\$	-	10	\$	100	20	\$	200	2	20 \$	5	200
	\$	18,000		\$	1,560		\$	1,965		\$	2,045		\$		1,975

			Month 5			Month 6			Month 7			Month 8			
			Percent			Percent			Percent			Percent			
Activity Activity Description	Tot	al Cost	Completed	Fee		Completed	Fee	9	Completed	Fee		Completed	Fe	e	
310 Elevation Certificates	\$	3,000	10	\$	300	10	\$	300	10	\$	300		\$	-	
320 Map Information Service	\$	500	20	\$	100	20	\$	100	5	\$	25		5 \$	25	
330 Outreach Projects	\$	4,000	10	\$	400	10	\$	400	10	\$	400	10	0 \$	400	
340 Hazard Disclosure	\$	100		\$	-		\$	-		\$	-		\$	-	
350 Flood Protection Information	\$	700		\$	_		\$	-		\$	-	50	\$ 0	350	
360 Flood Protection Assistance	\$	200		\$	-		\$	-	85	\$	170		\$	-	
370 Flood Insurance Promotion	\$	500	40	\$	200	20	\$	100		\$	-	10	\$ 0	50	
410 Floodplain Mapping	\$	200	20	\$	40	40	\$	80		\$	-		\$	_	
420 Open Space	\$	1,000	5	\$	50	5	\$	50	5	\$	50		\$	-	
430 Higher Regulatory Standards	\$	2,000	10	\$	200	10	\$	200	10	\$	200		\$	-	
440 Flood Data Maintenance	\$	100		\$	_	50	\$	50		\$	-		\$	-	
450 Stormwater Management	\$	1,000	10	\$	100		\$	-	10	\$	100	10) \$	100	
510 Floodplain Mgmt. Planning	\$	1,500		\$	-	30	\$	450		\$	-	40	\$ (600	
520 Acquisition and Relocation	\$	100		\$	-		\$	-	•	\$	_		\$	-	
530 Flood Protection	\$	100	40	\$	40	40	\$	40		\$	-		\$	-	
540 Drainage System Maintenance	\$	2,000	10	\$	200	10	\$	200	10	\$	200	10	\$ (200	
610 Flood Warning and Response	\$	1,000	40	\$	400		\$	-		\$	-		\$	-	
	\$	18,000		\$	2,030		\$	1,970		\$	1,445		\$	1,725	

Month 9

Month 10

			Percent			Percent		
Activity Activity Description	Tot	al Cost	Completed	Fee		Completed	Fee	e
310 Elevation Certificates	\$	3,000	10	\$	300	15	\$	450
320 Map Information Service	\$	500	.5	\$	25	10	\$	50
330 Outreach Projects	\$	4,000	10	\$	400	10	\$	400
340 Hazard Disclosure	\$	100		\$	-	10	\$	10
350 Flood Protection Information	\$	700		\$	-		\$	-
360 Flood Protection Assistance	\$	200		\$	-		\$	-
370 Flood Insurance Promotion	\$	500	10	\$	50		\$	-
410 Floodplain Mapping	\$	200		\$	-		\$	-
420 Open Space	\$	1,000	40	\$	400	15	\$	150
430 Higher Regulatory Standards	\$	2,000		\$	-		\$	_
440 Flood Data Maintenance	\$	100		\$	-		\$	-
450 Stormwater Management	\$	1,000	20	\$	200	20	\$	200
510 Floodplain Mgmt. Planning	\$	1,500		\$	-	10	\$	150
520 Acquisition and Relocation	\$	100		\$	_		\$	-
530 Flood Protection	\$	100		\$	-		\$	-
540 Drainage System Maintenance	\$	2,000	10	\$	200	10	\$	200
610 Flood Warning and Response	\$	1,000		\$	-	10	\$	100
	\$	18,000		\$	1,575		\$	1,710

EXHIBIT "B"



10-09-2008

ALEX SINK **CHIEF FINANCIAL OFFICER**

STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION

* * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * * NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE:

10/09/2008

EXPIRATION DATE: N/A

PERSON:

KING

EARL

FEIN:

205696057

BUSINESS NAME AND ADDRESS:

CRS MAX CONSULTANTS INC

3331 NW 71ST STREET COCONUT CREEK

FL 33073

APPROVED RISK MANAGEMENT

SCOPES OF BUSINESS OR TRADE:

1- CONSULTANT / MANAGEMENT

IMPORTANT: Pursuant to Chapter 440. 05/14), F.S., an officer of a corporation who elects exemption from this chapter by filing a cartificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05/12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt and certificates of election to be exempt and certificates of election to be exempt and certificate of the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 09-06

QUESTIONS? (850) 413-1609

PLEASE GUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION
NON-CONSTRUCTION INDUSTRY
CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA
WORKERS' COMPENSATION LAW

EFFECTIVE: 10/09/2008

EARL S KING III

PERSON:

205686057

BUSINESS NAME AND ADDRESS: CRS MAX CONSULTANTS INC 3991 NW 71ST STREET

COCONUT CREEK, FL 33079

SCOPE OF BUSINESS OR TRADE: 1- CONSULTANT / MANAGEMENT



EXPIRATION DATE: N/A

IMPORTANT

- Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election 0 under this section may not recover benefits or compensation under this
- Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scape of the business or trade listed on the notice of election to be exempt.
- E Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filling of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

QUESTIONS? (850) 413-1609

CUT HERE

* Carry bottom portion on the job, keep upper portion for your records.

-



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2016

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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

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7 T - Text		NA PH	CONTACT Commercial Services NAME: ACM, No. EN): (904) 483-3583 E-MAIL ADDRESS: Commercial@brightway.com									
Brightway Insurance		IA E	MAIL COMMETC	ial@brigh	tway.com							
P.O. Box 5700		AC	DRESS: O	(DEGIG) ACEAN	DING COVERAGE	T	NAIC #					
Jacksonville FL 32	247	100	INSURER(S) AFFORDING COVERAGE INSURER A :Covington Specialty Insurance									
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ACORD 25 (2014/01) INS025 (201401)

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CERTIFICATE OF LIABILITY INSURANCE

07/05/2016

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(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WANNED, 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).

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5300 W Hillsboro Syld			F. Ho. Extl. 904-220-1005 E. Hall. toni@toniespey.com ADDRESS.						
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CERTIFICATE HOLDER CANCELLATION

CITY OF POMPANO BEACH 100 WEST ATLANTIC POMPANO BEACH, FL 33060 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED REFORE
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
ACCORDANCE WITH THE POLICY PROVISIONS.

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ACORD 26 (2016/03)

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1001485 132840.12 03-16-2016



122429.3 Rev. 07-26-2005

CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

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has coverage in force for								·
NAMED INSURED: CRS	MAX CONS	DLTANTS IN	С					
ADDRESS OF NAMED INS	URED: 333	1 NW 7157	STREET, C	OCONUT CREE	K, FL 330	73-4806	~~~~	
POLICY NUMBER	145 6530-	F20-59						
EFFECTIVE DATE OF POLICY	7/18/15-1	./18/16						
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Each Accident	1 MILLION							
b. Property Damage Each Accident	1 MILLION				APP	ROVED		
c. Bodily Injury & Property Damage Single Limit Each Accident					ON: af infis C. Laurence			
PHYSICAL DAMAGE COVERAGES	⊠ YES	□NO	YES	□NO	YES	□NO	☐ YES	□NO
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b, Collision	YES \$ 500.00	☐ NO Déductible	☐ YES \$	☐ NO Deductible	☐ YES \$	☐ NO Deductible	☐ YES \$	☐ NO Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	⊠ YES	□NO	YES	□NO	YES	□ NO	☐ YES	□ NO
HIRED CAR LIABILITY COVERAGE	⊠ YES	□NO	☐ YES	□ №	☐ YES	□NO	YES	□NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	YES	⊠NO	YES	□NO	YES	□NO	YES	□NO
1 Tartonia	- C. E	2,04	AGE	NT		716		3/2015
Signature of Authorized Repre	- Coulons		Tit	e Name and Ad		gent's Code Nu	mber D	ate
Name and Address of Cert City of Pompano Bea 100 West Atlantic Bl Pompano Beach, Flori	ch vd.			ANTONIA C I STATE FARM 5300 W. HII COCONUT CRI 954-426-160 Fax: 954-42	ESPEY, AGE INSURANCE LLSBORO BL EEK, FL 33	NT VD., SUITE	102	
NTERNAL STATE FARM USE	ONLY: Re	quest permane	ent Certificate	of Insurance for added as an Ad	lability coverag	je.		

SERVICE CONTRACT

126

THIS AGREEMENT is made and entered into this 7th day of October, 2015, by the CITY OF POMPANO BEACH, hereinafter
referred to as "City" and CRS Max Consultants, Inc., hereinafter referred to as "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. <u>Contract Documents</u> . 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. <u>Purpose</u> . City hereby contracts with Contractor to provide consultation and analysis services for the City's conversion to the 2013 CRS Manual 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 one (1) year period. The start of this Agreement shall be, 2015. Contractor shall commence consultation and analysis services for the City's conversion to the 2013 CRS Manual for the City and continue operation through September 30, 2016.
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 shall have the

option to renew this contract for an additional period one (1) year, provided that City will

services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in

Maximum Obligation. City agrees to pay Contractor in consideration for its

provide notification within sixty (60) days of termination date of its intention.

Exhibit "A" for the term of the contract.

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

Payment of a Fixed Fee of \$18,000.

8. Invoices. Contractor shall submit the invoices to City as follows:

Invoices shall be submitted on a monthly basis.

9. <u>Payment</u>. 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. <u>Disputes</u>.

- 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. <u>Communications</u>. 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:

Earl King, CFM Vice President

3331 NW 71st

Coconut Creek, Florida 33073

If to City:

City of Pompano Beach

City Manager P. O. Box 1300

Pompano Beach, Florida 33060

- 12. <u>Information and Documents</u>. 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. <u>Termination</u>. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.
- 14. <u>Force Majeure</u>. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake,

Service Contract Page 2 of 7

flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

- 15. <u>Insurance</u>. 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. <u>Indemnity</u>. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.
- 17. <u>Assignment</u>. 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.
- 18. 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.
- 19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

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

- 20. 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.
- 21. <u>Independent Contractor</u>. 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

Service Contract Page 3 of 7

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.

22. <u>Mutual cooperation</u>. 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.

23. 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. Specifically, the Contractor shall:
- 1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;
- 2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;
- 3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.
- B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.
- 24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.
- 25. <u>Waiver</u>. 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.

Service Contract Page 4 of 7

- 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. <u>Headings</u>. 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. <u>Severability</u>. 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.

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

Witnesses:

CITY OF POMPANO BEACH

Attest:

ASCELETA HAMMOND CITY CLERK

(SEAL)

W. BEACH, CITY MANAGER

Service Contract

Page 5 of 7

APPROVED AS TO DEPARTMENT HEAD:

By:	
STATE OF FLORIDA COUNTY OF BROWARD	
City Manager, and ASCELETA H	was acknowledged before me this day or by LAMAR FISHER as Mayor, DENNIS W. BEACH as AMMOND as City Clerk of the City of Pompano Beach on behalf of the municipal corporation, who is personally
known to me.	h contain of the manospar corporation, who is personally
	thita den
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
	Krystal Aaron
KRYSTAL AARON NOTARY PUBLIC STATE OF FLORIDA Comm# EE874865	(Name of Acknowledger Typed, Printed or Stamped)
© Expires 2/14/2017	Commission Number

* This Contract may not be in an amount greater than \$25,000.00.

"CONTRACTOR"

	CRS max Consultants, Inc
Witnesses:	erint name of company
Enls. King	By: Cathy Stings
Earl S. King	Print Name: Cathy L. King
(Print or Type Name)	Title: President
AliNA METAILAND. (Print or Type Name)	Business License No. 20-5696057
(
STATE OF FLORIDA	
COUNTY OF SLOWOLD.	
The foregoing instrument was 2015, by	acknowledged before me this <u>25</u> day of Yathy L KMG.
TP. A.	RS Max, Consultants, Inc., A Florida corporation on
behalf of the corporation. He/she is persona	ally known to me or who has produced FLOVIOG
1) river License.	(type of identification) as
identification.	
	alucket Al
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
ALINA MCFARLAND	ALUA METARIANOI -
Notary Public - State of Florida My Comm. Expires Feb 16, 2016	(Name of Acknowledger Typed, Printed or Stamped)
Commission # EE 170578	EE 170578 .
	Commission Number

l:agr/genl srvs/service contract - no resolution



The experts in CRS rate improvement

CITY OF POMPANO BEACH, FLORIDA CRS VERIFICATION VISIT CONSULTANT SERVICES PROPOSAL

Statement of Experience:

Over the past 24 months, CRS Max Consultants has successfully assisted the following communities by providing CRS Verification Visit Consultant Services:

- Palm Beach County, Florida
- Village of Wellington, Florida
- Town of Jupiter, Florida
- Village of Tequesta, Florida
- Town of Surfside, Florida

Currently we are assisting the following communities with their respective Verification Visits:

- City of Hallandale Beach, Florida
- City of Boynton Beach, Florida
- City of West Palm Beach, Florida
- · City of Indian Rocks Beach, Florida

For each of these communities, the services to the community have included the facilitation of development and implementation of a Program for Public Information (PPI). CRS Max Consultants estimates that this firm has facilitated the implementation of more PPIs than any firm in the nation.

Scope of Services:

- Review current CRS program
- Work together with staff to prepare for ISO/CRS Specialist Verification Visit:
 - o Identify documentation requirements
 - o Organize documentation
 - o Interface with ISO/CRS Specialist as required
- Develop Program for Public Information (PPI) and draft PPI Report, in accordance with 2013 CRS Coordinator's Manual
- Accompany staff during Verification Visit
- Assist in providing any supplemental documentation required following visit

Quote for Services:

In January 2014, CRS Max Consultants was awarded Palm Beach County RFS 600517/LAC for CRS Audit Consulting Services to assist the County with its 2014 Verification Visit. The firm was awarded \$29,500 for this contract, which was completed in July, 2014. CRS Max Consultants is herewith quoting a cost of \$18,000 for this service to the City of Pompano Beach.

Should the firm succeed in assisting the City to earn a higher class than it currently has, there will be an additional bonus of \$5,000 for each class improved, which will not be due until FEMA officially signifies that this goal has been obtained.



Exhibit B

10-09-2008

ALEX SINK CHIEF FINANCIAL OFFICER

STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION

* * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * * NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EARL

EFFECTIVE DATE:

10/09/2008

EXPIRATION DATE: N/A

PERSON:

KING

SIII

FEIN:

205696057

BUSINESS NAME AND ADDRESS:

CRS MAX CONSULTANTS INC 3331 NW 71ST STREET

COCONUT CREEK

FL 33073

APPROVED RISK MANAGEMENT ON: BY: 911115

SCOPES OF BUSINESS OR TRADE:

1- CONSULTANT / MANAGEMENT

IMPORTANT: Pursuant to Chapter 440. 05(14), F.S., an officer of a corporation who elects exemption from this chapter by filling a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed as the natice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Natices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time effect the indice or the issuance of the certificate in longer masts the requirements of this section.

QUESTIONS? (850) 413-1609

DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 09-06

PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION
NON-CONSTRUCTION INDUSTRY
CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA
WORKERS' COMPENSATION LAW

EXPIRATION DATE: N/A

EFFECTIVE: 10/09/2008

EARL S KING III

PERSON:

205686057

BUSINESS NAME AND ADDRESS: CRS MAX CONSULTANTS INC 9391 NV 71ST STREET COCONUT CREEK, FL 33078

SCOPE OF BUSINESS OR TRADE: 1- CONSULTANT / MANAGEMENT



Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filling a certificate of election under this section may not recover benefits or compensation under this chapter.

H Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scape of the business or trade listed on the notice of election to be exempt.

E Pursuant to Chapter 440.05[13], F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filling of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

QUESTIONS? (850) 413-1609

CUT HERE

* Carry bottom portion on the job, keep upper portion for your records.

DWC-262 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 09-06

Exhibit B



CERTIFICATE OF LIABILITY INSURANCE

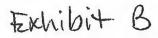
DATE (MM/ODYYYY) 9/11/2015

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 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).

certificate holder in lieu of such endor	rsement(s	3).	CONT	ACT Common	siol Com	100				
Brightway Insurance				CONTACT Commercial Services NAME: PHONE (2041/23-3593 FAX (2041/23-593)						
P.O. Box 5700			PHONE (904) 483-3583 FAX (A/C. No. : (904) 322-5928 E-MAIL ADDRESS: Commercial@brightway.com							
F.O. BOX 5700										
Jacksonville FL 32247				INSURER(S) AFFORDING COVERAGE						
				cialty Insurance						
INSURED	INSUR	ERB:Lloyd	's Of Lo	ndon						
CRS Max Consultants, Inc.			INSUR	ERC:						
3331 Nw 71st Street				INSURER D:						
			INSUR	ERE:						
Coconut Creek FL 33			INSUR	ERF:						
		E NUMBER:CL1552617				REVISION NUMBER:		100		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERTAIN, POLICIES	ENT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	THE POLICE REDUCED BY	T OR OTHER ES DESCRIBE Y PAID CLAIM	DOCUMENT WITH RESPECT TO ED HEREIN IS SUBJECT TO S.	CT TO WHICH T	THIS		
NSR TYPE OF INSURANCE	ADDLISUBI	POLICY NUMBER		POLICY EFF	POLICY EXP	LIMITS				
GENERAL LIABILITY						EACH OCCURRENCE	1,000,	,000		
X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED	500,	**********		
A CLAIMS-MADE X OCCUR	x	VBA328417		9/4/2015	9/4/2016			,000		
							1,000,	,000		
							2,000,	,000		
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	2,000,	,000		
X POLICY PRO- LOC							\$	-		
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Es accident)	\$			
ANY AUTO		APPROVED					\$			
ALLOWNED SCHEOULED		GISK MANAGEMENT	1	-		BODILY INJURY (Per accident)	\$			
NON-OWNED		BY GINTIS				PROPERTY DAMAGE (Per accident)	8			
HIRED AUTOS AUTOS		C-Laurn	ce				5			
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$			
EXCESS LIAB CLAIMS-MADE							5			
DED RETENTIONS	1 1						·	-		
WORKERS COMPENSATION						WC STATU- OTH-				
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N							3			
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	NIA					E.L. DISEASE - EA EMPLOYEE				
if yes, describe under DESCRIPTION OF OPERATIONS below						,				
			-	1/8/2015	1/8/2016			000		
B (Errors & Ommissions) Professional Liability		MPL1398553.15		1/6/2015	170/2016	Aggregate Limit per Occurrence	\$2,000, \$2,000,			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC City of Pompano Beach is name	CLES (Attact ed as a	h ACORD 101, Additional Remarks in Additional Insux	Schedu ed i	le, if more space n ragards	ls required) to Gener	cal Liability				
CERTIFICATE HOLDER			CAN	ELLATION						
	d.		ACC	EXPIRATION CORDANCE WI	TH THE POLIC	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL B BY PROVISIONS.				
100 West Atlantic Blvd. Pompano Beach, FL 33060			AUTHORIZED REPRESENTATIVE Pedro Fred/JOSMOR							

ACORD 25 (2010/05)





122429.3 Rev. 07-26-2005

1, 12,

CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

	ng Nameo i				comington, Il	linois		
	LTANTS IN	***************************************	hown below:	*****		· · · · · · · · · · · · · · · · · · ·		
RED: 333	1 NW 7197	STREET, C	OCONUT CREE	K, FL 330	73-4806		-	
145 6530-	F20-59							
⊠ YES	□ NO	YES	□ NO	YES	□ NO	YEŞ	□NO	
1 MILLION								
1 14777700								
,								
				C. Lawre				
∑ YES	☐ NO	YES	□ NO	YES	☐ NO	YES	☐ NO	
▼ 500.00 ▼ YES \$ 500.00	☐ NO Deductible	YES	☐ NO Deductible	YES	☐ NO Deductible	☐ YES	NO Deductible	
⊠ YES	□NO	YES	□NO	YES	□NO	YES	□NO	
⊠ YES	□ NO	YES	□ №	YES	□NO	YES	□NO	
YES	⊠ NO	☐ YES	□ио	☐ YES	□ио	YES	□NO	
CE	rey/	AGE	NT				3/2015	
sufative	. ,					mber D	ete	
Name and Address of Certificate Holder City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, Florida 33060			ANTONIA C ESPEY, AGENT STATE FARM INSURANCE 5300 W. HILLSBORO BLVD., SUITE 102 COCONUT CREEK, FL 33073 954-426-1605 Fax: 954-426-3717					
	7/18/15-1 2007 HOND 2HGFG126x YES MILLION MILLION MILLION YES 500.00 YES YES YES YES YES YES YES 1 YES	7/18/15-1/18/16 2007 HONDA CIVIC 2HGFG126x7h568728 YES NO MILLION MILLION MILLION MILLION MILLION MYES NO YES NO A YES NO A YES NO YES NO A NO	7/18/15-1/18/16 2007 HONDA CIVIC 2HGFG126x7h568728 YES NO YES MILLION MILLION MILLION MILLION YES 500.00 Deductible YES 500.00 Deductible YES YES NO YES YES NO YES YES NO YES AGE MILLION AGE MILLION AGE MILLION AGE MILLION MILLI	ANTONIA C BY SEATHER HOLD COCONUT CRESTATE FARM S300 W. HILL COCONUT CRESTATE FARM S30	APPS WYES NO YES NO YES NO YES MILLION MILLIO	7/18/15-1/18/16 2007 HONDA CIVIC 2HGFG126x7h568728 YES	2007 HONDA CIVIC 2007 HONDA CIVIC 2007 HONDA CIVIC 2007 HONDA CIVIC 2008 2	