

SERVICE CONTRACT 8 MAR 20 PM 1:00

THIS AGREEMENT is made and entered into this 15 day of March, 2018, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and W MACK AND ASSOCIATES, INC., a Florida corporation, 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. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.
2. Purpose. City hereby contracts with Contractor to provide consulting services for Northwest Community Building and Engagement services 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 less than a one (1) year period. The start of this Agreement shall be April 1, 2018. Contractor shall commence services for the City and continue operation through September 1, 2018.
5. Renewal. This Contract is not subject to renewal.
6. Maximum Obligation. 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. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a not to exceed Fixed Fee of \$55,500 for Phase I and \$19,000 for Phase II, for a total of \$74,500, payable in five (5) equal installments beginning May 1, 2018.

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

Invoices shall be submitted on a monthly basis.

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

10. Disputes.

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

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

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

If to Contractor: Dr. Wilhelmena Mack, President
W Mack and Associates, Inc.
8301 NW 48th Street
Lauderhill, Florida 33351

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

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

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

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

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

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

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

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

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

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

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

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

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

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

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

a

Witnesses:

Andrew J. Seem
Shelley R. Bullington

CITY OF POMPANO BEACH

By:

LAMAR FISHER, MAYOR

By:

GREGORY P. HARRISON, CITY MANAGER

Attest:

Asceletha Hammond
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO DEPARTMENT HEAD:

Greg Harrison

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of March, 2018, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Jennette Forrester Williams
NOTARY PUBLIC, STATE OF FLORIDA

Jennette Forrester Williams
(Name of Acknowledger Typed, Printed or Stamped)

FF 993881
Commission Number

"CONTRACTOR"

W MACK AND ASSOCIATES, INC.
A Florida Corporation

Witnesses:

Betty J. Manes

Betty J. Manes
(Print or Type Name)

Andryell Suttle

Andrey G. Suttle
(Print or Type Name)

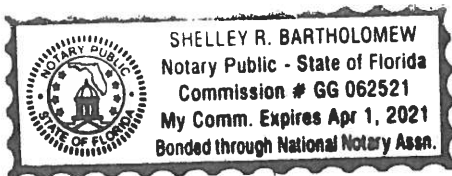
By: Wilhelmena Mack
WILHELMENA MACK, President

Business License No. 10534 - Lauderhill, FL

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of March, 2018, by WILHELMENA MACK, as President of W MACK AND ASSOCIATES, INC., a Florida corporation, on behalf of the corporation. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Shelley R. Bartholomew
NOTARY PUBLIC, STATE OF FLORIDA

Shelley R. Bartholomew
(Name of Acknowledger Typed, Printed or Stamped)

GG 062521
Commission Number

l:agr/genl srvs/2018-575

EXHIBIT A



City of Pompano Beach

Northwest Community Building and Engagement Proposal

Greg Harrison
City Manager
City of Pompano Beach

Dr. Wilhelmena Mack
President
W Mack and Associates, Inc.

February 19, 2018

I. Background

The City of Pompano is a diverse and vibrant City. Over the past several years it has experienced extensive growth, development and redevelopment. This development has been fueled by a number of new construction projects, redevelopment initiatives, business investments and an expanded community and residential focus.

The purpose of this engagement is to assist the residents in Northwest Pompano in:

- * Identifying and prioritizing challenges and opportunities within District 4
- * Identifying specific factors contributing to these challenges and opportunities,
- * Detailing community resident's desired outcomes to each challenge and opportunity.
- * Outlining action strategies which can be taken by both the city and community residents to address identified challenges and opportunities.

II. Overview and Proposed Scope of Work

W Mack and Associates, Inc. will provide consulting services to the City of Pompano Beach that includes:

- * Assistance in the creation of a process to address and align Northwest area resident's challenges and opportunities with those of the City.
- * Assessment of Northwest area residents, businesses and key stakeholders perceptions of the role, responsibilities and expectations of the City; identification of challenges and opportunities facing residents and businesses within the Northwest area; discussion of City initiated protocols, strategies, actions, and initiatives which have and have not worked well within the Northwest and factors contributing to each; discussion of Northwest area community resident's perception of the role, function and responsibilities of the City as well as their role and responsibility in helping the City to be successful.
- * Design, development and facilitation of one-on-one interviews, focus group sessions, surveys, etc. among Northwest area residents, key stakeholders, business and community groups to identify events, situations, and initiatives that create a compelling sense of community.
- * Apply one-on-one interview, focus group and survey data in creating a Northwest Community Building and Engagement Plan that includes community outreach initiatives and strategies that reflect desired outcomes of the community along with summarized City and community potential actions to address them.

III. Scope of Work

A. Pre-planning meeting and identification of Critical Success Factors.

1. W Mack and Associates, Inc. will meet with the project team (City Manager and four community members). The four community project team members should be individuals from the Northwest area who represent the business, religious, and general community. Their primary role will be to provide assistance in developing and communicating the details of the project.

2. W Mack and Associates, Inc. and the project team will detail Critical Success Factors and project goals, timelines and deliverables; collect any additional relevant information necessary to define KEY ISSUES to be addressed during W Mack and Associates, Inc.'s Northwest community visitations, one-on-one interviews, and focus group sessions and items to be included on the survey.
3. W Mack and Associates, Inc. and the project team will finalize schedules for the execution of activities, deliverables, timelines, presentations and project approvals.

B. Project Work Plan

PHASE I

1. W Mack and Associates, Inc. will meet with the project team to gain as much related knowledge and background information as pertains to this engagement.
2. Using the end goals of this project, W Mack and Associates, Inc. will work with the project team to establish criteria and identify appropriate stakeholders, community groups and businesses; formulate strategies and initiatives to assure each group's participation and representation throughout this engagement and determine best method(s) to acquire information and data.
3. W Mack and Associates, Inc. will work with the project team to schedule and arrange for W Mack and Associates, Inc. staff to tour the Northwest community; attend meetings with select Northwest community organizations, stakeholders and business owners; and attend local regularly scheduled community meetings in an effort to build a community relationship as well as serve as distribution and collection sites for survey administration and collection.
4. W Mack and Associates, Inc. will work with the project team to schedule all one-on-one interviews with the Commissioner, City Manager and key stakeholders. W Mack and Associates, Inc. will compile and analyze the results from these interviews. W Mack and Associates, Inc. will conduct a focus group session with the key stakeholders to finalize their comments. Following this focus group session W Mack and Associates, Inc. will present this information to the project team for their review and comments.



5. Utilizing the results from the Commissioner and City Manager interviews; and key stakeholders interviews and focus group session, W Mack and Associates, Inc. will design and administer a survey among Northwest residents.
6. W Mack and Associates, Inc. will compile and analyze the survey data from Northwest area residents. The results of the survey will be shared with the project team and other parties identified by the City Manager.

PHASE II

1. The results from the survey will be used as the basis for designing and developing a series of Northwest Community Building and Engagement Workshops. The purpose of these Workshops will be to share with the Northwest community the results of the survey, prioritize and create a plan with timelines, action strategies and accountabilities to address key issues identified as critical to the Northwest area community.
2. W Mack and Associates, Inc. will compile the results of all of the Northwest Community Building and Engagement Workshops and present the Northwest Community Building Plan to the project team, key stakeholders and targeted community outreach sessions for finalization.
3. W Mack and Associates, Inc. will present to the project team the proposed plan recommended by key stakeholders and targeted focus group participants for final review and comments.
4. W Mack and Associates, Inc., will present the written proposed plan to the project team and other parties identified by the City Manager.

IV. PROJECT TIMELINE

PHASE I

March, 2018 (25 hours)

- I. Pre- Meeting W Mack and Associates, Inc. and City Manager
 - A. Discuss and clarify project purpose, role and expectations.
 - B. Collect city related project information
 - C. Outline consultant, project team member and city responsibilities
 - D. Detail Project Critical Success Factors and Key Issues to be addressed
 - E. Project timeline and deliverables
 - B. Identify Project Team members
- II. Project Team Meetings (60 hours)
 - A. Dates: Times: Locations:
 - B. Initial Meeting Agenda
 1. Review project goals and objectives
 2. Discuss and clarify Project team member roles and responsibilities
 3. Identify, discuss and select Key Stakeholder Participants for In-Person/or Telephonic Interviews to be conducted by W Mack and Associates, Inc.
 - A. Provide contact information; interview times and locations.
 - a. 5-10 Community or civic group organization leaders
 - b. 5-10 Religious leaders
 - c. 5-10 Community residents/activists
 - d. 5-10 Business leaders
 - B. Draft letter from City Manager explaining the project and requesting their support in participating in the Key Stakeholders Interviews
 - C. Review interview questions prepared by W Mack and Associates, Inc.
 - D. Project Team to schedule and discuss purpose, details and desired outcomes of:
 1. Key Stakeholder Interview Result Meeting
 2. Key Stakeholder Feedback session Result Meeting
 3. Community Survey Administration and Collection Planning Meeting
 4. Community Focus Group Survey Result Meeting
 5. Community Empowerment Meeting
 6. Community Empowerment Meeting Result Session



March - April, 2018

- III. W Mack and Associates, Inc. to conduct One-on-One/or Telephonic Interviews (80 hours)
 - A. W Mack and Associates, Inc. to prepare report of the results and analysis of interview sessions with Key Stakeholders
 - B. W Mack and Associates, Inc. to meet with Project Team to review, discuss and analyze the results of Key Stakeholder Interviews.
 - C. W Mack and Associates to conduct one focus group session with Key Informants to:
 - 1. Discuss and clarify results of interviews
 - 2. Summarize their suggestions and recommendations
 - 3. Solicit their support and attendance at the Community Empowerment session.
 - 4. Prepare and provide a summary report of focus group session results to Project Team and other parties identified by the City Manager.

May - June, 2018

- IV. W Mack and Associates, Inc. to conduct Community Survey (200 hours)
 - A. W Mack and Associates, Inc. to meet with Project team to discuss results of Key Stakeholders focus group session meeting.
 - B. W Mack and Associates, Inc. to share Community Survey results and work with Project Team to coordinate, plan and create a detailed plan of:
 - 1. Survey Dates
 - 2. Survey administration process to include
 - a. Identification and listing of survey distribution and collection locations process and procedures.
 - b. Notification and advertising of survey
 - 3. Final/cutoff date all surveys will be delivered to W Mack and Associates, Inc.
 - C. W Mack and Associates, Inc. to interpret and analyze survey data results.
 - D. W Mack and Associates, Inc., to meet with Project Team to share survey results.
 - E. W Mack and Associates, Inc., to plan, coordinate and facilitate three Focus Group Feedback sessions
 - 1. Discuss and clarify results of Community Survey
 - 2. Summarize their suggestions and recommendations.
 - 3. Solicit their support and attendance at the Community Empowerment Session.
 - F. W Mack and Associates, Inc. will provide a written summary report to the Project Team and other parties identified by the City Manager detailing the results of the survey and Community Focus Group Feedback sessions.
 - G. W Mack and Associates, Inc. will meet with the Project Team to discuss final details for upcoming Community Empowerment Workshop.



PHASE II

June, 2018 (80 hours)

- V. W Mack and Associates, Inc. to plan, coordinate and facilitate two Community Empowerment Workshops.
- A. Project Team and City to assist in the marketing and advertising of upcoming Community Empowerment Workshops.
- B. W Mack and Associates, Inc. to facilitate two Community Empowerment Workshops
- C. W Mack and Associates, Inc. to provide Project Team and other parties identified by City Manager a summary report of the Community Empowerment Workshop results.

July, 2018 (80 hours)

- A. W Mack and Associates, Inc. to provide a presentation to Project Team and other parties identified by the City Manager which incorporates the entire process and results, recommendations and proposed action steps.
- B. W Mack and Associates, Inc. to provide a final report to the Project Team and other parties identified by the City Manager which incorporates suggestions and recommendations from the Project Team, and other parties identified by the City Manager as they relate to the entire process and results, recommendations and proposed action steps.

V. Project Deliverables

The deliverables from this engagement are:

PHASE I

1. Northwest Community Building and Engagement Survey- Administration
2. Northwest Community Building and Engagement Survey Written Report to include focus group and community survey results and recommendations/suggestions.

PHASE II

1. Northwest Community Building and Engagement Workshops facilitation and written report to include project process and results, recommendations, and proposed course of action.

VI. Investment Summary*

Phase I	\$ 55,500.00
Phase II	\$ 19,000.00

***Pre-Planning and ongoing Project Team Meetings**

***Northwest Community tours, attendance at regularly scheduled Northwest community meetings; meetings with select Northwest community residents, stakeholders and business owners**

***One-on-one interviews**

***Survey administration and compilation**

***Written Reports on survey results defining possible action steps; results of key stakeholders and focus group feedback sessions with their suggestions/recommendations**

***Coordination and facilitation of Northwest Community Building and Engagement Workshops**

*** Written final report and presentation to Project Team and other parties identified by the City Manager to incorporate the entire process and results, recommendations and proposed action steps.**

***All Project related expenses**

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

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

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

Type of Insurance

Limits of Liability

GENERAL LIABILITY: Minimum \$1,000,000 Per Occurrence and
\$1,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
___ explosion & collapse	
___ hazard	
___ underground hazard	
XX products/completed	bodily injury and property damage combined
operations hazard	
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

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

___ comprehensive form
___ owned
___ hired
___ non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

___ other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

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

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

(1) Certificates of Insurance evidencing the required coverage;

(2) Names and addresses of companies providing coverage;

(3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

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

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