

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: November 20, 2024

Presenters' Name and Title: Kelvin L. Baker Sr., ICMA-CM, Deputy City Manager on behalf of the City Manager's Office, Alicia Ayum, Director of Procurement

Prepared By: Dr. Sophia Bryan, Administrative Manager II

Temp. Reso. Number: TR8256

Item Description: Temp. Reso. #TR8256, APPROVING THE RENEWAL AND AMENDMENT AGREEMENT BETWEEN THE CITY OF MIRAMAR AND MARTIN GOLD COAST, LLC TO PROVIDE BUS BENCHES, BUS BENCH AND BUS SHELTER ADVERTISING SERVICES, AUTHORIZING THE CITY MANAGER TO EXECUTE THE RENEWAL AND AMENDMENT AGREEMENT WITH THE PROVIDER. *(Kelvin L. Baker Sr., ICMA-CM, Deputy City Manager on behalf of the City Manager's Office, Alicia Ayum, Director of Procurement on behalf of the Procurement Department)*

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: None

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: Minimum advertising revenue since the inception of the bus benches, bus bench and bus shelter program \$100,000, and a \$3,000 annual donation to E.D.G.E. Revenue will be deposited in GL revenue account number 006-00-000-000-000-349014-05200.


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8256**
 - **Exhibit A: Renewal and Amendment Agreement**
 - **Attachment(s)**
 - **Attachment 1: Current Agreement For Bus Benches, Bus Bench and Bus Shelter Advertising**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor and City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Kelvin L. Baker Sr., Deputy City Manager

DATE: November 14, 2024

RE: Temp. Reso. No. TR 8256, approving the renewal and amendment agreement for the Bus Benches, Bus Bench and Bus Shelter Advertising Agreement.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8256, approving the renewal and amendment of the bus benches, bus bench and bus shelter advertising agreement between Martin Gold Coast, LLC, and the City of Miramar.

ISSUE: Article XII, Section 2-412 (2) (c) provides that when a contract is entered into by the City pursuant to City Commission approval and provides for one or more renewals, only the City Commission is authorized to approve such renewals.

BACKGROUND: City administration launched the City's first revenue generating Comprehensive Assessment of Revenues and Expenditures ("C.A.R.E") Program in 2018. On November 13, 2019, the City Commission adopted Resolution Number 20-36 and approved the award of Request for Proposals No. 19-08-31 to Martin Gold Coast, LLC to install, manage, and maintain bus benches, bus bench and bus shelters at various locations throughout the City for the purpose of advertising revenue enhancement. The agreement was approved for an initial term of five (5) years with the option to renew for one additional five-year term. The initial term of the agreement was effective February 11, 2020, and will expire February 10, 2025. In anticipation of the expiration date, the City Manager's Office recommends exercising the option to renew for the one five-year term commencing February 11, 2025 through February 10, 2030, and also to amend the agreement to increase the monthly revenue per advertising bench and to add the option to renew for a second five-year term.

Due to COVID-19 pandemic, Martin Gold Coast, LLC experienced challenges in their supply chain which led to a delay in the installation of some of the bus benches and

shelters and was not able to activate for the full term of the agreement. Amending the agreement to increase the monthly revenue of each advertising bench and adding an additional five-year renewal term, will assist with making up for some of the time that was lost on the front end of the agreement and provide the City with the opportunity to realize the full revenue potential of the agreement.

Since the launch of the bus benches, bus bench and bus shelter advertising program, Martin Gold Coast, LLC installed 81 bus benches across the City from 441 and Pembroke Road to SW 172 Avenue and SW 23 Street at potential bus stop locations that met American Disabilities Act (ADA) and set back requirements. The benches have been very instrumental in helping the City share information with residents and visitors traveling across the City. To date a total of 81 bus benches were installed. These benches were used to advertise 24 public service announcements and 41 bench posters.

DISCUSSION:

As part of the City's C.A.R.E initiative, City Administration decided that installing bus benches and bus shelters across the City can be used for advertising and would be an enhancement to the City's revenue. The City solicited for a vendor to install, manage, and maintain bus benches and shelters across the City.

In November 2019, the City Commission authorized the City Manager to enter into an agreement with Martin Gold Coast, LLC for a term of five years with the option to renew for one additional five-year term. The initial five-year term will expire on February 11, 2025. The five-year renewal term will extend the agreement through February 10, 2030.

Approving the amendment of the agreement will provide the City with an increase in the monthly revenue per advertising bench from \$29.17 to \$30.42 per advertising bench for the first two years of the renewal term and then an additional increase to \$31.25 per advertising bench for years three to five. Additionally, this agreement will add a second option to renew the agreement for an additional five-year term with an increase in the revenue to \$33.33 per month per advertising bench should the City choose to exercise the option for the second renewal.

ANALYSIS: To date, the City collected a total of \$100,000 in revenues under this agreement. A total of \$25,000 was paid to the City in advance payment and a total of \$60,655 was paid for advertising revenue. The City's not-for-profit, E.D.G.E, received \$12,000. The City will continue to have access to space for advertising both inside and outside the boundaries of the City of Miramar. Gold Coast Companies will continue to pay the City 20% of total gross revenue received.

Advertising revenue generated from the renewal of this agreement will be deposited in GL revenue account number 006-00-000-000-000-349014-05200. The annual donation of \$3,000 will be donated to the City's not-for-profit, E.D.G.E.

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE RENEWAL AND AMENDMENT AGREEMENT BETWEEN THE CITY OF MIRAMAR AND MARTIN GOLD COAST, LLC TO PROVIDE BUS BENCHES, BUS BENCH AND BUS SHELTER ADVERTISING SERVICES, AUTHORIZING THE CITY MANAGER TO EXECUTE THE RENEWAL AND AMENDMENT AGREEMENT WITH THE PROVIDER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City administration launched the City's first revenue generating Comprehensive Assessment of Revenues and Expenditures ("C.A.R.E") Program in 2018; and

WHEREAS, on November 13, 2019, the City Commission adopted Resolution Number 20-36 and approved the award of Request for Proposals No. 19-08-31 to Martin Gold Coast, LLC to install, manage, and maintain bus benches, bus bench and bus shelters at various locations throughout the City for the purpose of advertising revenue enhancement; and

WHEREAS, the agreement was approved for an initial term of five years with the option to renew for one additional five-year term; and

WHEREAS, the initial term of the agreement was effective February 11, 2020, and will expire February 10, 2025; and

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WHEREAS, Article XII, Section 2-412 (2) (c) of the City Code provides that when a contract is entered into by the City pursuant to City Commission approval and provides for one or more renewals, only the City Commission is authorized to approve such renewals; and

WHEREAS, in anticipation of the expiration date, the City Manager's Office recommends exercising the option to renew for the five-year term commencing February 11, 2025, through February 10, 2030; and

WHEREAS, the City and the Contractor agreed to amend to agreement for an increase in the monthly revenue of each advertising bench from \$29.17 to \$30.42 per month per advertising bench for the first two years of the renewal term then an additional increase to \$31.25 per month per advertising bench for years three to five of the renewal term; and

WHEREAS, the City and the Contractor also agreed to amend to contract to add the option to renew for a second five-year renewal term and should the City exercise such option, the revenue shall be \$33.33 per month per advertising bench for the term of the second renewal term; and

WHEREAS, due to COVID-19 pandemic, Martin Gold Coast, LLC experienced challenges in their supply chain which led to a delay in the installation of some of the bus benches and shelters and was not able to activate for the full term of the agreement; and

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WHEREAS, by amending the agreement to add an additional five-year term, this will assist with making up for some of the time that was lost on the front end of the agreement as well as provide the City with the opportunity to realize the full revenue potential of the agreement; and

WHEREAS, since the launch of the bus benches, bus bench and bus shelter advertising program, Martin Gold Coast, LLC installed 81 bus benches across the City from 441 and Pembroke Road to SW 172 Avenue and SW 23 Street at potential bus stop locations that met American Disabilities Act (“ADA”) and set back requirements; and

WHEREAS, the benches have been very instrumental in helping the City share information with residents and visitors traveling across the City; and

WHEREAS, the City Manager recommends approving the renewal and amendment agreement between the City of Miramar and Martin Gold Coast, LLC to provide bus benches, bus bench and bus shelter advertising services; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the renewal and amendment agreement between the City of Miramar and Martin Gold Coast, LLC to provide bus benches, bus bench and bus shelter advertising services.

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2: That the City Commission approves the renewal of the bus benches, bus bench and bus shelter advertising services agreement for the five-year term commencing February 11, 2025, to February 10, 2030.

Section 3: That the City Commission approves the amendment of the bus benches, bus bench and bus shelter advertising services agreement to increase the monthly fee per advertising bench from \$29.17 per bench per month to \$30.42 per bench per month for the first two years of the agreement and then to \$31.25 per bench per month for years three to five and to add the option for a second five-year renewal term with a fee of \$33.33 per bench per month for the second renewal term.

Section 3: That the City Manager is authorized to execute the proposed Renewal and Amendment Agreement attached hereto as Exhibit “A,” together with any non-substantive changes deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

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Section 4: That the appropriate officials are authorized to do all things necessary and expedient.

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Mayor Wayne M. Messam	_____

Reso. No. _____



RENEWAL AND AMENDMENT AGREEMENT

FOR

BUS BENCHES, BUS BENCH AND BUS SHELTER ADVERTISING

This Agreement (the "Renewal and Amendment Agreement") is entered this ____ day of _____, 2024, between the City of Miramar (hereinafter "City") and Martin Gold Coast, LLC (hereinafter "Contractor").

RECITALS:

WHEREAS, on November 13, 2019, the City Commission adopted Resolution No. 20-36 and approved the award of Request for Proposals No. 19-08-31 to the Contractor to provide Bus Benches, Bus Bench and Bus Shelter Advertising Services (the "Services"); and

WHEREAS on November 13, 2019, the City entered into an agreement for the Services with the Contractor for an initial term of five years with the option to renew for one additional five-year term (the "Agreement"); and

WHEREAS the City desires to exercise the option to renew the Agreement for a five-year period (the "First Renewal Period"); and

WHEREAS the City and Contractor also desire to amend the Original Agreement as herein set forth;

T **NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Renewal Agreement and in the Original Agreement, the parties hereto agree as follows:

1. The foregoing Recitals are true and correct and are incorporated and made a part of this Renewal and Amendment Agreement
2. The City hereby exercises its option to renew the Agreement for a renewal term starting from February 11, 2025 and ending on February 10, 2030.
3. Section 6 of the Agreement entitled, "**Term**", is revised to provide the City with the option to renew the agreement for a second five-year renewal term (the "Second Renewal Period").
4. Section 3.2 of the agreement under **Compensation**, setting forth the monthly fee per advertising bench for the First Renewal Term shall be revised as follows:
 - \$30.42 per advertising bench for the first two years.
 - \$31.25. per advertising bench for years three to five.
4. Should the City elect to exercise the option to renew the Agreement for the Second Renewal Period, the monthly fee per advertising bench for the Second Renewal Period shall be \$33.33.
5. All other terms, and conditions contained in the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal and Amendment Agreement to be executed by their respective officials, duly authorized to execute same, on the dates indicated below.

THE CITY OF MIRAMAR

ATTEST:

Denise Gibbs, City Clerk

By: _____
Dr. Roy L. Virgin, City Manager

Dated: _____

Approved as to legal form and sufficiency
for the use of and reliance by the City of
Miramar only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

CONTRACTOR

By: _____

Print Name: _____

Title: _____

Date: _____

AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
MARTIN GOLD COAST, LLC
FOR
BUS BENCHES, BUS BENCH AND BUS SHELTER ADVERTISING

This Agreement is entered into this 13 day of November, 2019, by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the "City"), and Martin Gold Coast, LLC, a Florida corporation or individual with principal business address located at 150 NW 70th Avenue, Plantation, FL 33317 (hereinafter referred to as "Contractor").

WHEREAS, on August 29, 2019, the City issued Request for Proposals No. 19-08-31 ("RFP") for "Bus Bench, Bus Bench and Bus Shelter Advertising" (the "Services"); and

WHEREAS, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, and whose Proposal was most advantageous to the City; and

WHEREAS, on November 13, 2019, through adoption of Resolution No. 20-36, the City Commission approved the award of the RFP to Contractor and authorized the execution of an appropriate Agreement between Contractor and the City for the provision of the Services.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Contractor agree as follows:

SECTION 1
RECITALS

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2 **SCOPE OF SERVICES**

This Agreement is subject to and Contractor shall provide Services in accordance with the Scope of Services attached hereto as Exhibit "A", terms, conditions, and requirements set forth and described in the RFP, the Contractor's Proposal submitted in response thereto as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein (the "Proposa Terms"). In the case of any conflict between Scope of Services, the Proposal Terms, and this Agreement or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Scope of Services, the Proposal Terms, and then the Agreement.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

SECTION 3 **COMPENSATION**

- 3.1 Contractor shall pay the City a one-time upfront signing bonus of \$5,000 payable upon execution of the agreement.
- 3.2 Contractor shall pay a fixed, per unit fee monthly fee of \$29.17 per advertising bench, \$79.17 each per month for advertising shelter, or 20% of the annual gross advertising revenue, whichever is greater. This shall be paid to the City on a prorated basis.
- 3.3 Contractor shall pay City \$950.00 annually per digital unit/kiosk.
- 3.4 Contractor shall make an annual donation to a City Community Engagement Initiative of \$3,000.
- 3.5 Payment must be made by certified check, cashier's check or a company check drawn on a bank with Florida offices and made payable to: City of Miramar, ATTN: Finance Department, 2300 Civic Center Place, Miramar, FL 33025
- 3.6 Either party may open the fee structure for discussion at any time during this Agreement.
- 3.7 Contractor shall pay the City an advanced fee of \$20,000 of revenue. Contractor will keep track of payments owed to the City and such payments will be deducted from advance payment until the \$20,000 is reduced to zero. Once the \$20,000 is exhausted payments will be made on a monthly basis.

SECTION 4
PERMITTING AND INSTALLATION, PLACEMENT AND MAINTENANCE

- 4.1 The City hereby grants Contractor the right and privilege to construct, place advertising on, and maintain bus benches and bus shelters at bus stops on the public rights-of-way in the City of Miramar.
- 4.2 Contractor must obtain all permits if required to install bus benches and bus shelters and to lease or place advertising thereon.
- 4.3 Contractor represents that all persons performing pursuant to this Agreement have the knowledge and skills to perform their duties under this Agreement. Contractor is an independent contractor under this Agreement. Materials, supplies, services, and goods shall be subject to the supervision of contractor. In providing services hereunder, neither Contractor nor its agents shall act as an officer, employee, or agent of the City of Miramar. This Agreement does not constitute a partnership or joint venture between the City of Miramar and the Contractor.
- 4.4 Contractor will place up to 150 benches upon public space within the City of Miramar, at various transit stops and at other points of public convenience in locations that do not obstruct passage along the public way, do not create a hazard and are not otherwise detrimental to the safety, welfare, morals or health of the citizens of the City of Miramar. Contractor will place all benches within the City of Miramar and will continue to maintain all benches in conformance with the maintenance and standards set forth the Scope of Services.
- 4.5 Any additional benches placed at bus stops within the City of Miramar shall require the authorization and approval of the City in advance of placement and all necessary permitting shall be issued pursuant to the requirements of this Agreement and the RFP. Such placement shall be made only where there is no objection of the abutting property owner and shall be subject to the terms of this Agreement.
- 4.6 Contractor shall monitor its benches and shall respond within twenty-four (24) hours to the City's request for any maintenance, repair, and/or graffiti removal. Contractor shall follow industry standards for safety and maintenance in the installation, servicing, safekeeping, repair, and removal of its bus benches. Contractor shall provide bench unit maintenance at least twice per week.
- 4.7 In the event that a bus bench unit is destroyed through the intentional or negligent act of any third party, or is damaged or destroyed by any act of nature, war, riot or other major upheaval (a force majeure), or in the opinion of the City or Contractor, the immediate area surrounding a bus bench poses a legitimate hazard to the safety of the user as a result of any such force majeure, Contractor shall have the right, on a temporary emergency basis, to remove, replace, or relocate the bus bench unit to a location which puts the bench unit away from the hazardous area, so long as said location meets all other criteria provided in this Agreement. Any temporary emergency relocation of a bus bench unit shall remain effective until such time as Contractor, the City of Miramar, or the abutting property owner has cured the hazard.

- 4.8 In order to continuously meet the City's aesthetic standards, Contractor agrees to provide for an age-based replacement schedule of bus benches.
- 4.9 All benches placed and installed by Contractor under this Agreement are the property of the Contractor and shall be maintained in compliance with FDOT standards for placement, and shall be ADA compliant.

SECTION 5
LEASE OF ADVERTISING SPACE ON BENCHES AND BUS SHELTER UNITS

- 5.1 Contractor shall have the right, privilege, and license, as granted by the City of Miramar herein, to lease advertising space on all benches under this agreement and shall be the exclusive provider for bus bench and bus shelters, subject to the provisions as outlined in section 7 of this agreement.
- 5.2 In the event the City of Miramar objects to proposed advertising or, in the judgment of the City, deems posted advertising to be of an immoral or otherwise objectionable nature, the City shall document its specific reason for such objection in writing, and provide such documentation to Contractor. Contractor will remove the objectionable advertising within ten (10) days of receipt of notice from the City.
- 5.3 Contractor will comply with all applicable laws, including but not limited to Outdoor Advertising Association of America ("OAAA") guidelines regarding content of outdoor advertising posted on its benches as well as all requirements in this RFP.
- 5.4 Contractor agrees to provide the City of Miramar up to ten (10) but no less than five (5) unleased benches per month to promote City-sponsored special events. Contractor agrees to provide production, printing and posting service for this program at no cost the City of Miramar.
- 5.5 Contractor agrees to provide from time to time as and when requested in advance by the City, the right to display City prepared and approved advertisements for City-sponsored events ("City Advertisement") on bus benches and bus bench shelters within other major media markets in Florida (Outside of Miramar). Contractor will place advertising within other markets with whom Contractor is under contract and on a space available basis.
- 5.6 Contractor agrees to display on the bus benches commercial advertisements in compliance with the advertising standards and requirements of the Scope of Services. The City may revise the Advertising Standards from time to time, and any such changes shall be binding upon Contractor. The Parties recognize and acknowledge that City is implementing the Advertising Standards as owner of the City's property under its proprietary powers, and that the provisions hereof in no way affects the City's powers to regulate advertising, billboards, or related matters under its independent regulatory powers. The City may request removal of an advertisement if City reasonably determines that such advertisement violates the Advertising Standards. Contractor shall use its best efforts to remove such advertisement within three (3) days of receiving City's request for removal.

SECTION 6
TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be for a period of five years and shall commence upon the date this Contract is executed by both parties, with the option to renew for one additional five-year term.
- 6.2 The City's Chief Procurement Officer may unilaterally authorize up to a 90-day extension of this Agreement in accordance with its terms and conditions, and the City Manager or her designee is authorized to unilaterally further extend this Agreement, for operational purposes only, for an additional 90 days for a maximum total contract extension period of 180-days.

SECTION 7
TERMINATION OF AGREEMENT

- 7.1 **Termination for cause.** This Agreement may be terminated by either party upon five calendar day's written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. Upon the occurrence of termination for cause, the non-defaulting party shall first deliver written notice via the United States Postal Services by certified or registered return receipt mail to the defaulting party for said party to cure such default within 30 days. If said default is cured within 30 day period, contract will continue in full force and effect. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 7.1 of this Agreement, and the provisions of Section 7.1 shall apply.
- 7.2 **Survival.** The termination of this Agreement under Section 7.1 or 7.2 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 8
INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees or agents of the City. Personnel policies, tax

responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 9 **INDEMNIFICATION**

- 9.1 Contractor shall indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or subcontractors..
- 9.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 10 **INSURANCE**

- 10.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.
- 10.2 **Minimum Limits of Insurance** - Contractors shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):
1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.
 2. Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease.
 3. Workers' Compensation: Statutory.
 4. Auto – 300,000 per occurrence
- 10.3 **Required Insurance Endorsements** - The City requires the following insurance endorsements:
1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.

2. **WAIVERS OF SUBROGATION** - Contractor agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:
- a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and
 - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and workers compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Contractor further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Contractor's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

10.4 **ALL INSURANCE COMPANIES PROVIDED SHALL:** Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

10.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

SECTION 11 **NOTICE**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

Alison Oliver, MGC

3941 SW 47th Ave
Davie, FL, 33314

FOR CITY: City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115

With A Copy to: Burnadette Norris-Weeks, Esq.
City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 North Avenue of the Arts
Fort Lauderdale, Florida 33311

SECTION 12
PUBLIC RECORDS

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
 2. Upon request by CITY's records custodian, provide 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..
 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records..

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

SECTION 13 **SCRUTINIZED COMPANY**

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 14 **AUDIT AND INSPECTION RIGHTS**

- 14.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.
- 14.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.
- 14.3 Should an independent review of the methodology used to complete the study reveal inadequate methodologies to have been used which are not consistent with current legal renderings, Contractor agrees to make necessary modifications and conduct any subsequent work necessary to achieve study adequacy and appropriateness at no additional cost to the City.

SECTION 15 **REPORTING**

Contractor shall provide to the City, for the sole and exclusive use of the City of Miramar, a quarterly report identifying: (1) the location of each bench in the City; (2) the name of any advertiser posted thereon; (3) the advertising revenue per bench.

SECTION 16 **AGREEMENT, AMENDMENTS AND ASSIGNMENT**

15.1 This Agreement constitutes the entire agreement between Contractor and the City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth or incorporated into this Agreement are of no force and effect.

15.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

15.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 17 **NON-DISCRIMINATION**

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any

other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis to refuse services, shall be excluded from participation in or be denied services hereunder, or be subject to discrimination under any provision of this Agreement.

SECTION 18
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 19
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 20
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 21
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 22
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

SECTION 23
JOINT PREPARATION

Contractor and the City acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 24
COUNTERPARTS

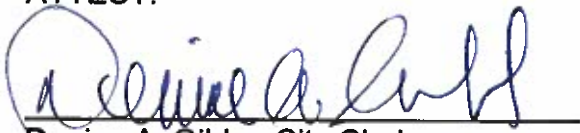
This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: By City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its President, attested to and duly authorized to execute same.

CITY

CITY OF MIRAMAR

ATTEST:

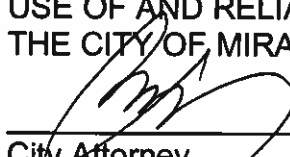

Denise A. Gibbs, City Clerk

^{For.}

Vernon E. Hargray, City Manager

This day 11th of Feb, 2019.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:


City Attorney
Austin Pamies Norris Weeks Powell, PLLC

CONTRACTOR

WITNESSES:

[Signature]

Print Name: Irena Vaskiv

[Signature]

Print Name: AUSA ALVARO

By: [Signature]

Glenn Flutie, President

Date: December 17th 2019

By: Glenn Flutie

Exhibit "A"

SCOPE OF SERVICES

Advertising Content

1. The successful contractor (the "Contractor" is responsible for production and marketing services for all advertisements. The Contractor will use its best efforts to sell advertising space and operate a fully staffed business office to manage this effort.
2. The Contractor must be capable of acquiring both local and national advertising contracts.
3. While a traditional print advertising model using static displays is anticipated, the option of digital advertising may be considered.
4. Advertisements that include, but not limited to, the following content shall be prohibited:
 - a. Advertisements promoting the sale of alcohol within 500 feet of a church, school or playground.
 - b. Advertisements promoting tobacco, and other adult-related products or services that are not lawfully available to minors, unless such products or services are produced by the State.
 - c. Advertisements containing sexual or excretory subject matter.
 - d. Advertisements that contain false or grossly misleading information.
 - e. Advertisements that infringe on copyright or trademark rights.
 - f. Advertisements that promote or are likely to incite imminent unlawful activity.
 - g. Advertisements that promote the sale of firearms.
 - h. Advertisements that contain profanity, promote, or depict violence.
 - i. Advertisements that falsely disparage one or more persons, products, or companies
 - j. Advertisements that may be disruptive to vehicles or pedestrians using the public right-of-way, whether due to reflectorized material, blinking or flashing lights, noise, or other special effects.
 - k. Advertisements that interfere with the efficient and safe operation of the City or the County transit system

5. The Contractor will screen potential advertisements for compliance with these restrictions, and when applicable remove prohibited advertising within agreed upon timeframe.
6. The Contractor will comply with generally accepted industry principles and all applicable laws and regulations including but not limited to, Outdoor Advertising Association of America (O.A.A.A), truth in advertising, copyrights, and trademarks.
7. Contractor will remove all dated advertising materials within five (5) calendar days from its expiration date. Dated advertising materials refers to advertising materials that are relevant to a specific time period or relevant to an event that occurs on a date certain.
8. Contractor will fill all unsold advertising spaces in bus shelters with full size, high quality posters, or with graphics on bus bench, advertising the space as available. Posters and graphics will provide full contact information of the Contractor. Alternately, the City may negotiate the display of Public Service Announcements in unsold ad spaces.
9. Advertisements of a political or editorial or election nature either for a specific candidate (s) or an issue (s) are to comply with Florida campaign laws. Advertising spaces described under section 5.4 and 5.5 shall not apply for these types of advertisements

The Contractor and the City recognize and acknowledge that the City is implementing the advertising standards under its proprietary powers.

General Design and Construction Requirement

1. All bus bench and bus shelters must comply with all federal, state, and local laws and regulations ("collectively, "Legal Requirements"), including:
 - a. The Americans with Disabilities Act (ADA)
 - b. Florida Statutes Section 337.408
 - c. Part I of Ch. 14-20 of the Florida Administrative Code
 - d. The Florida Building Code and all applicable building codes; and
 - e. City of Miramar City Code, governing activities within public right-of-way.
2. All benches and shelters must include a display of the Contractor's name and business telephone number, displayed in a visible location, in an area not to exceed 12 square inches.
3. The configuration, and location of every shelter and shelter pad will be subject to prior written approval by the City, based on the design and construction standards established in the Contract.
4. Bus benches, pads, and shelters found not to be in compliance with all applicable laws and rules will be removed immediately by the Contractor, at no cost to the City. Failure to remove such non-compliant bus benches or shelters will result in removal

by the City and the cost shall be reimbursable to the City by the contractor. The Contractor will certify compliance of all bus benches, pads, and shelters with the all applicable laws and rules annually.

Bus Benches Design and Construction Standards:

1. Benches will comply with the following additional requirements:
 - a. Bench style to be selected by City- including color-- from available options The bench seat will not be more than 24 inches from the ground, overall height will be 44 inches maximum., Bench seat depth with be 28 inches maximum and 74 inches in length in accordance with Florida Administrative Code (FAC).
 - b. The bench will be constructed to discourage opportunities for sleeping or reclining.
 - c. The bench will not have any illumination device, either incorporated into the bench or directed upon the bench, excluding publicly owned streetlights or other existing lights.
 - d. Advertising spaces will be limited to the front surface of the backrest of bus benches. The area of each advertising space may not exceed 12 square feet. Advertising signage will be constructed of durable, weather-resistance materials, using coatings that withstand environmental elements for the duration of the ad placement.
 - e. The bench will be secured on a concrete pad or sidewalk and will be installed according to the City guidelines.
 - f. Benches will be constructed of durable, weather resistant, low maintenance materials, and designed to minimize the possibility of tipping over.

Bus Shelter Design and Construction Standards:

1. Bus Shelters will be constructed to conform to the "Accessing Transit: Design Handbook for Florida Bus Passenger Facilities Version III –Interim Updates Since 2013 Publication, April 2017" and any updates issued during the term of the contract.
2. All shelters must meet or exceed hurricane wind resistance building code requirements.
3. The Contractor will pay all maintained electrical expenses and service costs incurred by the use of any electrical lighting in any bus shelter. Light sources will be shielded and not be directly visible from adjacent vehicles, streets, or nearby buildings. Lighting will not interfere with the night vision of drivers and neon tubing must not be exposed. The Contractor will make all necessary arrangements with utility companies for the provision of service, if necessary. Solar lighting for bus shelters and kiosks is permitted within the City.

Bus Bench and Bus Shelter Maintenance:

1. Each bus bench and bus shelter must be maintained by the Contractor in a safe, like-new condition at all times, and will be regularly inspected by the Contractor to identify benches and shelters requiring maintenance and/or repair.

2. Each bus bench and bus shelter will be kept in a neat, clean, usable condition at all times. Contractor will maintain the bench pads and bus shelters at least twice weekly, including sweeping, cleaning, removal of litter and debris around each bench or shelter, weed eating around concrete pads, benches, shelters, and repair of damages benches, shelters, or trash containers, and maintaining the benches and shelters free from graffiti, litter, and debris. The frequency of maintenance and cleaning will be increased at a cost to the Contractor, if in the sole opinion on the City, it is deemed to be insufficient.
3. Steam clean/ pressure wash sidewalks in and around the bus benches and bus shelters a minimum of twice per year, or as needed to maintain a like-new condition.
4. The bus bench and bus shelter concrete pad and access to streets and sidewalks will be kept free of weeds and debris, such that the bench and shelter is reasonably accessible at all times, as determined by the City. The Contractor, at its sole expense, will maintain a three (3) foot area around the benches and shelters on a scheduled basis, as approved by the City. Maintenance includes mowing, edging, and litter removal from any grassed area surrounding the bench or shelter. Grass clippings will not be blown into the curb or into the street where they might enter the storm drainage system.
5. Replace and repair any and all damaged or defaced benches or shelters or individual bench or shelter components within 24 hours after the City provides notification of such damage or defacement. If such damage or defacement renders the bench or shelter dangerous, the Contractor will make the bench or shelter safe within four hours and will effect a permanent repair within a mutually agreed upon schedule.
6. Removal of Benches and Shelters: If, upon the revocation or expiration of the Contract, the Contractor fails promptly to remove a bench, shelter, and/or concrete foundation pad and restore the site to match existing conditions and be compatible with the adjacent property, the City may do so ten (10) days after giving the Contractor written notice, and if the Contractor fails to pay the cost of removal and storage of the bench and shelter within a period of sixty (60) days after the giving of such notice, the Contractor's rights in said bench or shelter will be forfeited. Such forfeiture will not excuse the Contractor from the payment of the cost of removal and storage of the bench or shelter, removal of the pad and storage if applicable, and restoration of the site.

Location of Benches and Shelters:

1. The City anticipates up to 150 benches and up to 10 shelters to be placed in locations approved in writing by the City. The City Manager or his designee has the exclusive right to amend the designated number of benches and shelters as deemed necessary.
2. All bus benches and bus shelters will be located in the public right of way on roadways that are used as bus routes by City of Miramar buses, and at

locations where a bus would stop to pick up passengers. All bus bench and bus shelter locations are subject to prior approved by the City.

3. Any bus bench or bus shelter may be relocated by the Contractor in conformance with the requirements of the Contract, provided that prior to relocating the bench or shelter the Contractor provides to the City a revised location map and the City provides written approval of the revision. The Contractor will remove the concrete pad (if other than sidewalk) from the prior location and completely restore the site to match existing conditions to be compatible with adjacent properties.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium: \$ 500 (Check box if fully earned. <input checked="" type="checkbox"/>)
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- A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are obligated by valid written contract to provide such coverage, but only with respect to negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a contract is not an acceptance of any other provisions of the contract or the contract in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

- B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2019

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

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

PRODUCER Risk Strategies Company 3250 N. 29th Ave Hollywood, FL 33020	CONTACT NAME: PHONE (A/C, No, Ext): 954-963-6666 FAX (A/C, No): 954-963-9776	
	E-MAIL ADDRESS: aiucerts@risk-strategies.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Evanston Insurance Company		35378
INSURED Sunshine State Media, Inc Martin Gold Coast, LLC Street Furniture Advertising Group, LLC 150 NW 70th Ave., Suite 3 Plantation FL 33317		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

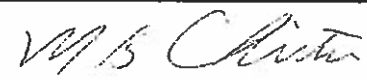
COVERAGES **CERTIFICATE NUMBER:** 53083844 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI & PD \$0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		3AA369460	11/21/2019	11/21/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$Excluded GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is listed as Additional Insured on policy.
 Project: Professional Architectural / Engineering Consulting Services

CERTIFICATE HOLDER City of Miramar 2300 Civic Center Place Miramar FL 33025	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Michael Christian
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ACORD 25 (2016/03)

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