Meeting Date: May 12, 2015 Agenda Item 18

REQUESTED COMMISSION ACTION:

Consent	X Ordinance	Resolution	Consideration/ Discussion	Presentation

Short Title: AN ORDINANCE AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE AGREEMENT FOR CODE COMPLIANCE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CALVIN, GIORDANO & ASSOCIATES, INC.
(Fiscal impact: $22,470)

Summary of Purpose and Why:

Calvin, Giordano & Associates, Inc. wish to extend the term of their agreement for an additional five years, ending on October 27, 2020.

(1) Origin of request for this action: Calvin, Giordano & Associates, Inc.
(2) Primary staff contact: Greg Harrison, Assistant City Manager EXT 4606
(3) Expiration of contract, if applicable: 10-27-2020
(4) Fiscal impact and source of funding: $22,470 – Account #001-1530-515-31.60

$1,056,427 – FY15 Budget Adopted + $90,000 – amended (additional inspector) Total: $1,146,428
$1,146,428 – FY15 Revised Budget + **$22,470** – per capital personal income (+1.96%) Total: $1,168,898
$1,168,898 – FY16 Budget

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	3/5/15		
Finance	5/5/15	Approval	
Budget	5-5-15	Approval	

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	
Workshop			
1st Reading	1st Reading	Results:	Results:
2nd Reading			

ORDINANCE NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT FOR CODE COMPLIANCE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CALVIN, GIORDANO & ASSOCIATES, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Second Amendment to the Agreement for Code Compliance Services between the City of Pompano Beach and Calvin, Giordano & Associates, Inc., a copy of which Amendment is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

/jrm
4/13/15
L:ord/2015-300

SECOND AMENDMENT

THIS IS A SECOND AMENDMENT TO THE AGREEMENT dated the _____ day of _____, 2015, between:

> **CITY OF POMPANO BEACH,** a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"
>
> **and**
>
> **CALVIN, GIORDANO & ASSOCIATES, INC.,** a Florida corporation, whose address is 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into an Agreement for Code Compliance Services, ("Original Agreement"), on October 28, 2010, approved by City Ordinance No. 2011-7; and

WHEREAS, the parties entered into a First Amendment to the Original Agreement on January 21, 2015, approved by City Resolution No. 2015-16; and

WHEREAS, the parties desire to extend the term for an additional five years, ending October 27, 2020.

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

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement effective October 28, 2010, and subsequently amended on January 21, 2015, copies of which are attached hereto and made a part hereof as Composite Exhibit "A," shall be extended for an additional five (5) year term, ending October 27, 2020.

3. All other terms and conditions of the said agreement shall remain in full force and effect as provided by the original agreement and any previous amendments and renewals thereto, unless earlier terminated pursuant to the provisions of the agreement.

4. That no other amendment to the terms of the said agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be duly executed on the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____
ASCELETA HAMMOND, CITY CLERK (SEAL)

Approved by:

_____
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** 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:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

"CONTRACTOR":

Witnesses:

Maria Rodriguez
Print Name

JESUS CRUZ
Print Name

CALVIN, GIORDANO & ASSOCIATES, INC.
a Florida corporation

By: _____

Chris Giordano
Typed or Printed Name

Title: Treasurer

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5TH day of MAY, 2015, by CHRIS GIORDANO as _____ of Calvin, Giordano & Associates, Inc., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ _____ (type of identification) as identification.

NOTARY'S SEAL:

DAWN HOPKINS
Notary Public - State of Florida
My Comm. Expires Feb 18, 2017
Commission # EE 847097

NOTARY PUBLIC, STATE OF FLORIDA

DAWN HOPKINS
(Name of Acknowledger Typed, Printed or Stamped)

EE 847097
Commission Number

GBL/jrm
4/13/15
l:agr/code compliance/2015-856

EXHIBIT A

ORDINANCE NO. 2011-7

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR CODE COMPLIANCE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CALVIN, GIORDANO & ASSOCIATES, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement for Code Compliance Services between the City of Pompano Beach and Calvin, Giordano & Associates, Inc., a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 12th day of October, 2010.

PASSED SECOND READING this 26th day of October, 2010.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

/jrm
9/30/10
L:ord/2010-409

AGREEMENT FOR CODE COMPLIANCE SERVICES

BETWEEN

CITY OF POMPANO BEACH

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 28th day of October, 2010, by and between the CITY and CALVIN, GIORDANO & ASSOCIATES, INC.

W I T N E S S E T H:

WHEREAS, the CITY is in need of providing a high level of professional Code Compliance services for the benefit of the citizenry thereof; and

WHEREAS, the CITY has determined that it would be in the best interest to provide Code Compliance services by contracting with a private service provider to operate the service; and

WHEREAS, CALVIN, GIORDANO & ASSOCIATES, INC. performs Code Compliance services for other cities and has offered to provide said services to the CITY for a reasonable cost; and

WHEREAS, the CITY and CALVIN, GIORDANO & ASSOCIATES, INC. desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned Code Compliance services will be provided.

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

SECTION 1. DEFINITIONS

1.1 DEFINED TERMS. The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

1.1.1 Agreement. "Agreement" shall mean this Agreement for Code Compliance services between the CITY and CALVIN, GIORDANO & ASSOCIATES, INC., including all attachments.

1.1.2 Applicable Laws. "Applicable Laws" shall mean, with respect to any person, all provisions of constitutions, statutes, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to such person, and all

orders or decrees of all courts and arbitrators in proceedings or actions to which the person in question is a party or by which it or any of its agents, affiliates or property may be bound.

1.1.3 CONTRACTOR. "Contractor" shall mean the duly authorized representatives of CALVIN, GIORDANO & ASSOCIATES, INC.

1.1.4 CITY. "CITY" shall mean the City of Pompano Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Broward County, Florida.

1.1.5 City Manager. "City Manager" shall mean the duly appointed and validly existing City Manager of the CITY, or designee.

1.1.6 Consideration. "Consideration" shall mean the monthly payment by the CITY hereunder in consideration of the services performed by CONTRACTOR, as set forth in this Agreement.

1.1.7 Liens. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.

1.1.8 Effective Date. "Effective Date" shall mean the date the Agreement is fully executed by both parties.

1.1.9 Term. "Term" shall mean five (5) years commencing on the Effective Date and expiring on the Termination Date and any extensions thereto, unless terminated pursuant to Section 8 herein.

1.1.10 Fiscal Year. "Fiscal Year" shall mean the period between October 1 and the following September 30.

1.1.11 Services. "Services" shall mean the services set forth in Exhibit "A".

1.2 ACCOUNTING TERMS. All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

1.3 CROSS REFERENCES. Unless otherwise specified, references in this Agreement to any section are references to such section of this Agreement. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

SECTION 2. 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 or the employees thereof,

shall not in any manner be deemed to be employees of CITY. As such, the CONTRACTOR, subcontractors and employees of the CONTRACTOR shall not be subject to any withholding for tax, social security or other purposes by CITY, nor shall such employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from CITY.

SECTION 3. TERM

This Agreement shall commence on the Effective Date and shall continue thereafter for the Term, unless otherwise amended or terminated as set forth in Section 8.

SECTION 4. SCOPE OF SERVICES

The CONTRACTOR shall perform the following work, in a courteous and professional manner, including the supply of all associated labor necessary for the prompt performance of services in accordance with the Scope of Work as defined on the attached Exhibit "A".

SECTION 5. 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.

SECTION 6. ASSIGNMENT

CONTRACTOR shall not assign all or any portion of this Agreement without the prior written consent of the CITY. Further, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in the insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings.

SECTION 7. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the City Manager.

SECTION 8. TERMINATION

This Agreement may be terminated without cause by the CITY upon ninety (90) days written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR will be compensated for services rendered up to and including the date of termination.

SECTION 9. DEFAULT

9.1 DEFAULTS. Any of the following events shall constitute a default and breach of this Agreement:

a) Failure of CONTRACTOR to perform the Services as required herein at any time during the Term; or

b) CONTRACTOR has failed to obtain the approval of the CITY where required by this Agreement; or

c) Failure of the CONTRACTOR to perform any other covenant, condition, agreement or provision contained herein; or

d) CONTRACTOR files for bankruptcy, is subject to receivership proceedings or is otherwise insolvent.

9.2 REMEDIES. Upon the occurrence and continuance of a Default by the CONTRACTOR, the CITY may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:

9.2.1 Terminate and cancel this Agreement; or

9.2.2 Withhold payment or performance under this Agreement until such time as such Default is cured; or

9.2.3 Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law; or

9.2.4 Seek injunctive relief to enjoin any act of the CONTRACTOR in violation hereof; or

9.2.5 Seek specific performance of any covenant or obligation from the CONTRACTOR; or

9.2.6 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

SECTION 10. FORCE MAJEURE

10.1 If the performance of any covenant, agreement, obligation or undertaking required hereunder is delayed, hindered or prevented by reason of wars, civil commotions, Acts of God, hurricanes, fires or other casualty, the performance of such covenant, agreement, obligation or undertaking shall not be a Default for the period of such delay, hindrance or prevention, but the Agreement is still subject to termination pursuant to Section 8 of the Agreement.

10.2 In the event the CONTRACTOR claims Force Majeure, the CONTRACTOR will be required to give prompt written notice to the CITY specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of Force Majeure. The CONTRACTOR acknowledges that, as to this Section, time is of the essence.

SECTION 11. CONFLICT OF INTEREST

The CONTRACTOR has read and understands the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. It is the intention of both the CITY and CONTRACTOR that the CONTRACTOR maintains the highest standards of ethics in connection with its duties under this Agreement. Any potential conflicts of interest and the full scope of such conflicts shall be immediately disclosed to the CITY by the CONTRACTOR.

SECTION 12. 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.

SECTION 13. WAIVER

Any waiver of any breach of this Agreement by the CITY shall not be deemed or considered a continuing waiver and shall not operate to bar or prevent the CITY from exercising its rights pursuant to this Agreement or under law for a breach either of the same condition or covenant or otherwise.

SECTION 14. ATTORNEY FEES

In the event of any controversy arising under or relating to this Agreement or any breach thereof, or if as a result of negligence on the part of the CONTRACTOR, the prevailing party shall be entitled to payment for all costs and attorney's fees including to and through appeals.

SECTION 15. INDEMNIFICATION

CONTRACTOR shall at all times indemnify, and hold harmless and defend, the CITY of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees and costs), including but not limited to, any injury to persons or damage to or loss of property caused by CONTRACTOR or its agents, employees or subcontractors, whether such is caused by such person's negligence, gross negligence, willful misconduct, or breach of this Agreement, including, without limitation, such person's actions, in connection with providing the Services, to the extent permitted by applicable law. This covenant shall survive the expiration or earlier termination of this Agreement.

SECTION 16. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, or hand delivered, addressed to the party for whom it is intended. Notice shall be deemed given upon receipt. The parties designate the following as the respective places for giving notice:

FOR CONTRACTOR:	Dennis J. Giordano, President Calvin, Giordano & Associates, Inc. 1800 Eller Drive, Suite 600 Fort Lauderdale, FL 33316 Telephone: (954) 921-7791 Facsimile: (954) 921-8807
FOR CITY:	Dennis W. Beach, City Manager City of Pompano Beach P.O. Drawer 1300 Pompano Beach, FL 33061 Telephone: (954) 786-4601 Facsimile: (954) 786-4504

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other party.

SECTION 17. 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.

SECTION 18. ENTIRE AGREEMENT

This Agreement constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, or modified only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

SECTION 19. WARRANTIES & REPRESENTATIONS OF CONTRACTOR

19.1 CONTRACTOR warrants to the CITY that CONTRACTOR is a Florida corporation and is in good standing with the State as a valid corporation and that CONTRACTOR possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Broward to perform the work herein described. If CONTRACTOR's licenses are revoked, suspended or otherwise in jeopardy or threatened to be in jeopardy, the CONTRACTOR shall immediately notify the CITY pursuant to this Agreement.

19.2 CONTRACTOR represents that it has the ability, skill and resources to complete its responsibilities as required by this Agreement.

19.3 The execution, delivery, consummation, and performance under this Agreement will not violate or cause the CONTRACTOR to be in default of any provisions of its governing documents or rules and regulations or any other agreement to which the CONTRACTOR is a party

or constitute a default thereunder or cause acceleration of any obligation of CONTRACTOR thereunder.

SECTION 20 PUBLIC RECORDS

20.1 The CONTRACTOR understands that the public shall have access at all reasonable times to all documents and information pertaining to CITY contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the CITY and the public to all documents subject to disclosure under applicable law.

20.2 All records, reports, and documents generated in association with this Agreement shall be and shall remain the property of the CITY and the CITY shall have the full right to retain said records and to access and use said information for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by the CONTRACTOR. All Code Compliance records generated prior to, or outside of this Agreement, shall also remain the property of the CITY, with the same rights as set forth above.

20.3 All fines, and costs collected, and all liens generated as a result of Code Compliance enforcement action taken under this Agreement, both prior to and after this Agreement is effective are, and remain, the sole property of the CITY.

SECTION 21. 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.

SECTION 22. COMPLIANCE WITH LAWS

CONTRACTOR shall fully obey and comply with applicable laws therewith, which are or shall be become applicable to the Services performed under the terms of this Agreement. CONTRACTOR shall conduct its Services under this Agreement in accordance with all State, Federal, County and Municipal laws including but not limited to Chapter 162, F.S., City's Code of Ordinances, and any procedures approved by Resolution or Ordinance by the City Commission.

SECTION 23. JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, 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 one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

SECTION 25. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that requires acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

"CITY"

Witnesses:

Christine Wodka

Shelby R. Bartholomew

BY: _____
LAMAR FISHER, MAYOR

BY: _____
DENNIS W. BEACH,
CITY MANAGER

Attest:

_____
MARY L. CHAMBERS, CITY CLERK (SEAL)

APPROVED AS TO FORM:

_____
GORDON B. LINN, ESQ.
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of October, 2010 by **LAMAR FISHER**, as Mayor; **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS** 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:

_____
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond
(Name of Acknowledger Typed, Printed, or Stamped

_____
Commission Number

"CONTRACTOR"

CALVIN, GIORDANO & ASSOCAITES, INC.

BY _____

WITNESSES

RONA ROLLAND
Typed Name of Witness

Print Name: Dennis Giordano

Title: President

The foregoing instrument was acknowledged before me this 5th day of October, 2010 by Dennis Giordano. He is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:

DAWN HOPKINS
Notary Public - State of Florida
My Comm. Expires Feb 18, 2013
Commission # DD 862678

NOTARY PUBLIC, STATE OF FLORIDA

Dawn Hopkins
(Name of Acknowledger Typed, Printed, or Stamped

DD 862678
Commission Number

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE I
CODE COMPLIANCE SERVICES

1.1 Operations

A. Provide a full time, comprehensive Code Compliance Services program. CONTRACTOR will be responsible for all aspects of the operation. All transition, planning, organizing, communications, administration, staffing, field enforcement, customer service, public education, information technology, and applicable special magistrate functions are wholly included and provided by CONTRACTOR. Code Compliance Services will be operated and administered at the direction of the City Manager, or designee. For purposes of this paragraph "Transition" shall include, continued prosecution by CONTRACTOR of all open Code Compliance Cases existing prior to the effective date of this Agreement.

B. CONTRACTOR will provide clerical and administrative support for Code Compliance and Special Magistrate, which includes but is not limited to:

1) Coordinate with City Departments and handle cases/files for all matters authorized to be heard before the Special Magistrate including, but not limited to:
   a. Code Compliance
   b. Building (Structural, Plumbing, Electrical etc., and Alarm Violations)
   c. Engineering
   d. Fire
   e. Animal Control- Dangerous Dog Appeals
   f. Commercial Vehicle- Violation Appeals
   g. Business Tax Receipts
   h. Water Restrictions
   i. Telecommunication Fees

2) Attend, set and coordinate Special Magistrate Hearing and Compliance Dates.
3) Develop all Special Magistrate agendas.
4) Post all notices of hearings and meet all notice requirements for public hearings as set forth in Florida Statutes.
5) Keep and maintain record of all orally pronounced orders.
6) Prepare, execute and attest to all necessary orders.
7) Send all hearing notices, including recurring/repeating cases.
8) Assist City Attorney's Office with all foreclosure related inquires.

9) Assist City Attorney's Office with requested preparation for hearings before the Special Magistrate, and the trials heard by Judges on code violations prosecuted in the County Court.
10) Work with other City Department Inspectors and the City Attorney's Office as part of a "team" to develop and prosecute requested specific cases that have additional violations (Building Code, Fire Code, etc.) before the Special Magistrate or in the County Court.
11) Implement Nuisance Abatement responsibilities under the provisions contained in the City's Code of Ordinances.
12) Respond to all requested depositions as ordered.
13) Process lien payments.
14) Handle all file and records retention, archiving, and purging matters, in accordance with the requirements for records retention set forth in Florida Statutes.
15) Recording and removing liens.

C. Public meetings with the City Commission, neighborhood organizations, community businesses, etc. will be staffed and provided on an ongoing basis, to be understood as a standard agreed upon frequency and level not to be exceeded without further consideration, by the CONTRACTOR. This function is delivered as a priority by the CONTRACTOR to ensure the appropriate representation of the CITY, education of the public, and enhancement of service delivery.

D. Compliance philosophy, priorities, and community standards will be established by the CITY and actively implemented by the CONTRACTOR, tailored to the CITY's discretion.

E. All administrative, field enforcement, and special magistrate/prosecution functions will be automated electronically by CONTRACTOR; utilizing CONTRACTOR's own developed operating software "INKFORCE". All compliance officers and operations will be supported utilizing ruggedized laptops with real time online data, printers in the vehicles, and electronic signature to increase efficiencies and time in the field. All start up, data entry, and ongoing support will by conducted by the CONTRACTOR.

1) On or before October 1st annually, or upon termination of this Agreement should same occur prior to the aforementioned date, CONTRACTOR shall transfer and provide to CITY any and all Code Compliance operational and financial data, including all violation information and photographs for all violation cases from the preceding year, from Inkforce to a disk or other media that can be read and stored on the CITY's computers in Microsoft Word, Excel or other similarly viewable format approved by CITY.

2) CONTRACTOR shall maintain and utilize CITY's NAVALINE system for cases already open when it initiates Code Compliance Services under this Agreement, unless it instead opts to transfer all open case information to their INKFORCE system with prior notice of same to the CITY.

F. Customer Service will be addressed, instilled and trained as an ongoing high priority to ensure that the public interest is served at a high level to gain compliance, with citizens treated with respect and professionalism.

G. Training and Professional Development will be conducted on an ongoing basis to provide the highest level of service possible to the CITY and its citizens. Moreover, CONTRACTOR recognizes the Mayor and City Commission will amend its Code of Ordinances to modify or enact additional regulations and the CONTRACTOR will be responsible to enforce such regulations when applicable. The CITY shall provide the designated supervisor of the Code Compliance division with copies of all approved ordinance changes that are applicable for enforcement by the CONTRACTOR.

H. All Code Compliance Services staff provided by CONTRACTOR will work cooperatively with and in support of all other related City staff and functions to create both a smooth transition initially, and a long term success moving forward, and will coordinate its enforcement efforts with applicable City departments when necessary.

I. The CONTRACTOR will be responsible for writing revisions to existing Ordinances and creating new Ordinances to improve the overall appearance of the City, to address concerns raised by the public, to aide in the operation of the Services, or to provide new guidelines.

J. All Code Compliance Services staff will consult with the City Attorney's Office designated personnel on Code Compliance cases involving parties represented by legal counsel, and also with regard to other legal matters as required.

1.2 Personnel

The CONTRACTOR will provide the following resources for Code Compliance:

A. Vice President, Governmental Services - Contract Administration.

B. Director of Code Compliance - Project Management.

C. One (1) full-time equivalent Code Enforcement Supervisor with the overall responsibility for administrating all Code Compliance Services.

D. CONTRACTOR shall provide the Code Compliance Inspectors necessary to meet its responsibilities under this Agreement and will at the minimum, provide seven (7) full-time equivalent field Code Compliance Inspector's, each assigned to a geographic service area, that will address the resolution of a wide variety of violations, cases, and enforcement actions to gain compliance with the City's Code of Ordinances, the Florida Building Code, and other applicable local jurisdiction code issues.

E. Two (2) full-time equivalent Administrative Assistants, one of which who is designated as the Supervisor of the administrative support staff, both of which provide the necessary processing of orders and other required paperwork, communications, scheduling, recordkeeping, and case management to facilitate operations.

F. All Code Compliance Inspectors utilized under this agreement shall have obtained at a minimum Level-I Certification from the Florida Association of Code Enforcement prior to commencing the Code Compliance Services described herein. Thereafter, all Code Compliance Inspectors shall be required to additionally obtain Level II Certification within one year from commencement of duties in the City.

G. All Code Compliance Supervisors utilized under this Agreement Shall have obtained at a minimum a Level-II Certification from the Florida Association of Code Enforcement prior to commencing the Code Compliance Services described herein. Thereafter, all Code Compliance Supervisors shall be required to obtain a Level III Certification within one year from commencement of duties in the City.

H. Should the certification levels prescribed in Sections F and G above be modified or eliminated, the Inspectors and Supervisors will be required to take and pass the courses covering the equivalent subject matter.

I. It will be the CONTRACTOR's sole responsibility to employ, manage, and compensate fully, all staff members required under this Agreement. All personnel actions will also be conducted solely by the CONTRACTOR, and will be carried out as necessary to ensure the successful implementation of all Code Compliance Services under this Agreement. However, the CITY does retain the right and ability to disapprove the assignment of personnel to perform services for the CITY, on a case by case basis. This right includes both new hires and existing employees of the CONTRACTOR, who may at times be assigned to the CITY. If requested by the CITY, the CONTRACTOR will change personnel assigned to this service contract to the satisfaction of the CITY.

J. Unless otherwise specified office supplies, materials, uniforms, badges, etc. shall be provided by the CONTRACTOR.

1.3 Hours of Operation

CONTRACTOR shall at the minimum, provide Code Compliance services and maintain business hours of forty hours per week per full-time equivalent, Monday through Saturday. Said days of operation may be modified to accommodate services as may be required with written consent from the CITY.

ARTICLE 2
CITY RESOURCES

2.1 All Code Compliance services and full time staff will be provided and based on site in the City operating out of City Hall, or other appropriate sites as deemed necessary by the CITY, which includes existing operating infrastructure such as utilities, phones, etc., to ensure a strong local presence in the community.

2.2 City stationary and postage for business correspondence to be provided by the CITY.

2.3 The Special Magistrate will be provided by the CITY.

2.4 During the Term of this Agreement the CITY will provide eight (8) small pick-up trucks at no cost to the CONTRACTOR

2.4.1 The trucks will be provided to the CONTRACTOR and will only be used for Code Compliance services described herein.

2.4.2 The trucks will remain within the municipal boundaries of the City at all times.

a) CONTRACTOR will provide, at CONTRACTOR's expense, the necessary equipment to track the whereabouts of all code compliance trucks to ensure compliance with Article 2.4.2

2.4.3 All vehicle maintenance and repairs will be the responsibility of the CONTRACTOR. CONTRACTOR shall maintain the pick-up trucks in accordance with manufacturer's standards, and all requirements under Federal and State law.

2.4.4 CONTRACTOR will be responsible for purchasing and maintaining all required vehicle insurance.

2.4.5 CONTRACTOR will be permitted at no cost to fuel the Code Compliance pick-up trucks at the City's fuel station located at 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060.

a) CONTRACTOR shall follow and comply with CITY internal controls associated with fuel usage.

2.4.6 CONTRACTOR shall supply any additional vehicles to provide back-up service in the event that one or more vehicles are out of service.

2.4.7 Pick-up trucks will be replaced by the CITY every five (5) years or 50,000 miles, whichever occurs first.

2.5 Upon the expiration or termination of the Agreement, whichever occurs earlier, all Code Compliance trucks will be retuned to the CITY free and clear of all liens. The retuned trucks will be in good working condition, reasonable wear and tear excepted.

2.6 Revenue collections associated with the services provided in this Agreement will be conducted by the CITY. Moreover, all revenues associated with Code Compliance and Special Magistrate will be retained by the CITY.

2.7 CONTRACTOR will have access to all CITY records relevant to code compliance research, including, but not limited to, building permits and plans, sign permits, development and site plans and occupational license records.

ARTICLE 3
REPORTS

3.1 CONTRACTOR shall be required to provide monthly performance reports to the City Manager. The information will include but not be limited to:

a) Number of new Code Compliance cases opened.
b) Number of new Code Compliance cases opened as a result of a complaint.
c) Number of prior Code Compliance cases still open from prior month.
d) Number of Inspections
e) Number of Re-inspections
f) Number of Code Compliances cases closed
g) Number of Code Compliance cases resolved before the Special Magistrate
h) Revenue collected
i) Revenue outstanding (uncollected).
j) Staffing Roster – weekly hours worked per full-time equivalent.

Additional reports will be requested by the CITY as necessary.

3.2 CONTRACTOR shall be required to submit an annual report to the CITY by or before November 30th of each year. The report will cover the previous fiscal year and will summarize productivity measures reported on a monthly basis. The report will also provide measureable performance goals to be achieved for the following year, special projects to be implemented and any other additional information requested by the CITY.

ARTICLE 4
AUDITING

The CITY may at reasonable times, and for a period up to three (3) 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 that are related to the CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principle place of business for a period of three (3) years after final payment is made under this Agreement.

ARTICLE 5
CONSIDERATION

5.1 CITY shall pay CONTRACTOR in consideration for the services described herein an annual sum of $958,780 which shall be paid on a monthly basis.

5.2 The consideration paid under Article 5.1 will be annually adjusted to the change in Per Capita Personal Income as reported by the Florida Department of Revenue on Form DR 420.

5.2.1 If the change in Per Capita Personal Income is less than 0.00%, the Consideration to be paid for the following Fiscal Year will not increase.

5.2.2 If the change in Per Capita Personal Income is more than 5.00%, the consideration to be paid for the following Fiscal Year will increase 5%, but no more.

5.2.3 It is further agreed to that at the conclusion of year two (2) of the Agreement, if no increase in the consideration has resulted, or if the consideration has been increased by 5% for two years in a row, then the following years remaining on the Term will cause the annual consideration to be adjusted by the change in Per Capita Personal Income with a minimum of not less than two percent (2%) to a maximum of four percent (4%).

ARTICLE 6
DRUG FREE WORKPLACE

CONTRACTOR shall maintain a Drug Free Workplace.

ARTICLE 7
HIRING OF CONTRACTOR EMPLOYEES

CITY and CONTRACTOR agree that the CITY will not hire any CONTRACTOR employee for a period of at least 180 days after termination of employment by the CONTRACTOR. This provision may only be waived by prior written authorization of the CONTRACTOR.

EXHBIT "B"
INSURANCE REQUIREMENTS

CONTRACTOR shall not commence the Work under this Contract until it has obtained all insurance required under this Article and such insurance has been approved by the City of Pompano Beach's Risk Manager, nor shall CONTRACTOR allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CONTRACTOR shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance; Liability Insurance; Real and Personal Property; Excess Liability and Professional Liability Insurance with minimum coverage amounts acceptable to the City as set forth below. Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The policies of insurance shall be primary and written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

Insurance shall be in force until all Work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. A Certificate of Insurance, reflecting evidence of the required insurance, shall be filed with the City of Pompano Beach's Risk Manager prior to the commencement of the Work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City.

In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. CONTRACTOR shall not continue to perform the Work pursuant to this Contract unless all required insurance remains in full force and effect.

CONTRACTOR shall specifically protect the City by naming the City as an additional insured on the Comprehensive General Liability Insurance policies hereinafter described.

1. 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). 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 and for any and all volunteers involved in the program.

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

LIMITS OF LIABILITY

Type of Insurance	Each Occurrence/Aggregate
GENERAL LIABILITY	***MINIMUM $1,000,000 OCCURRENCE/AGGREGATE***
* Policy to be written on a claims incurred basis	
XX comprehensive form	
XX premises - operations	bodily injury
XX explosion & collapse hazard	property damage
XX underground hazard	
XX products/completed operations hazard	bodily injury and
XX contractual insurance	property damage
XX broad form property damage	combined
XX independent contractors	
XX personal injury	personal injury

AUTOMOBILE LIABILITY	***MINIMUM $1,000,000 OCCURRENCE/AGGREGATE***		
	bodily injury (each person)		
XX comprehensive form	bodily injury (each accident)		
XX owned	property damage		
XX hired	bodily injury and		
XX non-owned	property damage combined		
REAL & PERSONAL PROPERTY			
__ comprehensive form coverage	CONTRACTOR must show proof that it has this		
EXCESS LIABILITY			
__ umbrella form	bodily injury and property damage		
__ other than umbrella	combined	$2,000,000	$2,000,000
__ **PROFESSIONAL LIABILITY**		$5,000,000	$5,000,000
* Policy to be written on a claims made basis			

CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for payment of all deductibles to which such policies are subject, whether or not the City is an insured under the policy.

CONTRACTOR shall provide the City's Risk Manager the certification or proof of insurance of all insurance policies required under this Agreement within thirty (30) days after execution of this Agreement. The City's Risk Manager reserves the right at any time to review coverage, form and amount of insurance and also require a certified copy of such policies upon request.

No change(s) to the coverage required under this Agreement shall be made without prior written approval of the City's Risk Manager. All endorsements and certificates shall state that prior to expiration or cancellation of any and all policies required under this Agreement, the City's Risk Manager shall be given thirty (30) days notice by certified mail, return receipt requested to 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

Notice of Accident (occurrence) and Notice of Claims associated with the work being performed under this Agreement, shall be provided to the CONTRACTOR insurance company and the City's Risk Manager as soon as practical after notice to the insured.

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

October 21, 2010

Dennis Beach
City Manager
City of Pompano Beach
100 West Atlantic Boulevard, Fourth Floor
Pompano Beach, Fl 33060

Subject: Calvin, Giordano & Associates Code Compliance Contract

Dear Mr. Beach:

Please accept this correspondence as a follow up and response to some of the discussion which took place at the Pompano Beach City Commission meeting of October 12th, 2010 regarding CGA's Code Compliance contract. Some questions and issues were raised which related to the contract language, as well as others which related to process and operations. CGA made certain commitments at the meeting, on the public record, which we are happy to restate and reinforce in writing to include in our Scope of Services and responsibilities under the contract. Additionally, we have also included some pertinent issues and questions which we believe deserve consideration under current circumstances.

Contract Language

1. **Hours of Operation** - CGA's Code Compliance hours of operation serving the City of Pompano Beach will be 7am to 8pm, Monday through Saturday.
2. **Marine Patrols** – CGA will provide marine patrols in the waterways of the City of Pompano beach to make observations of property conditions, sea turtles, and related service needs as required by the City.
3. **Emergency Response** – One of CGA's core services provided is Emergency Management, which we provide to other local governments in the form of planning, mitigation, response, debris monitoring, FEMA processes, etc. CGA's Code Compliance staff will be dedicated solely and full time to the City of Pompano during regular working conditions, and in response to emergency incidents that occur for damage assessment, debris monitoring, community assistance, etc.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

All of the above described services are included in the existing Scope of Services of CGA's proposed contract and base contract fee already provided, the discussed services do not involve any additional services or fees. The above contract issues and language may be amended in CGA's agreement to the City's satisfaction.

Issues

1. **Numbers of Cases Counted -** The standard method in the industry for calculating the number of cases is the same for both CGA and BSO, one active case per property/owner, no matter how many violations per property/owner may occur. One case may have several notices of violation active and cited at the same time; it still counts only as one case, no confusion on the data.
2. **Data Sources –** The data reported concerning BSO's performance was BSO's own reported data to the City, public record. CGA's data on performance is CGA's data reported, is also a matter of public record, and was provided in the City's RFP response. BSO did not respond to the open competitive RFP, and modification of data after the fact should not be appropriate.
3. **BSO Code Compliance Services -** Open, public contract negotiations between the City and BSO clearly communicated the intent on the City's part not to continue Code Compliance Services with BSO, Section 7.5 of the existing contract between the City and BSO clearly anticipates this and provides for a 90 day notice for termination of BSO Code Compliance Services with no impact on the remainder of the contract. In fact, in the early part of 2010 when contract negotiations between the City and BSO were commencing, the Sheriff directly communicated to the City and CGA his interest not to pursue Code Compliance Services; indicating that it was not a core service of BSO, could not compete with CGA, and that his cost structure could not match CGA.

Questions

1. How does any interested Code Compliance Service provider, especially one who elected not to express an interest nor participate in the City's open, competitive RFP process; have the standing to attempt to renegotiate terms after the fact once all others data is public record, and after sealed bids are opened? Certainly, it is not afforded to nor appropriate for the other RFP respondents who did express interest and participate.

2. How can a service provider to the City, BSO is this case for 10 consecutive years with Code Compliance, publically provide as justification for its unsatisfactory performance that they did not receive enough direction; nor know what the City wanted? Certainly a service provider to the City, who is hired to be the subject matter expert, should recognize such a concern during the first year of performance, provide guidance and recommendations to the City, and facilitate the necessary modifications to achieve success. This is certainly part of CGA's philosophy and approach, another distinction from BSO, and part of CGA's commitment to the City.

Thank you again for this opportunity to improve the level of service to the City of Pompano Beach. Would you please distribute this correspondence to the Mayor and City Commissioners in advance of the October 26th City Commission Meeting. If you require any additional information or discussion please contact me at 954-921-7781.

Sincerely,

Dennis Giordano
President
Calvin, Giordano & Associates, Inc.

cc: Dennis Mele, Attorney

Org. 76

ORDINANCE NO. 2015-16

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT FOR CODE COMPLIANCE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CALVIN, GIORDANO & ASSOCIATES, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a First Amendment to the Agreement for Code Compliance Services between the City of Pompano Beach and Calvin, Giordano & Associates, Inc., a copy of which Amendment is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 9th day of December, 2014.

PASSED SECOND READING this 13th day of January, 2015.

LAMAR FISHER, MAYOR

ATTEST:

for **MARY L. CHAMBERS, CITY CLERK**

/jrm
10/16/14
L:ord/2015-46

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the 21st day of January, 2015, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation, whose address is 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into an Agreement for Code Compliance Services, ("Original Agreement"), a copy of which is attached hereto and made a part hereof, and approved by City Ordinance No. 2011-7; and

WHEREAS, the parties now desire to amend certain terms and conditions of the Original Agreement to include an additional inspector position and to increase the consideration.

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

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement shall remain in full force and effect except as specifically amended hereinbelow.

3. Paragraph 1.2, (D), Article I, Code Compliance Services, of Exhibit "A" to the Original Agreement is hereby amended as follows:

1.2 Personnel

The CONTRACTOR will provide the following resources for Code Compliance:

A. Vice President, Governmental Services – Contract Administration.

. . .

B. CONTRACTOR shall provide the Code Compliance Inspectors necessary to meet its responsibilities under this Agreement and will at the minimum, provide ~~seven (7)~~ eight (8) full-time equivalent field Code Compliance Inspectors, each assigned to a geographic service area, that will address the resolution of a wide variety of violations, cases, and enforcement actions to gain compliance with the City's Code of Ordinances, the Florida Building Code, and other applicable local jurisdiction code issues.

. . .

4. Paragraph 5.1, Article 5, Consideration, of Exhibit "A" to the Original Agreement is hereby amended as follows:

5.1 CITY shall pay CONTRACTOR in consideration for the services described herein an annual sum of ~~$958,780~~ $1,146,428, which shall be paid on a monthly basis.

. . .

5. All other terms and conditions of the said agreement shall remain in full force and effect as provided by the original agreement and any previous amendments and renewals thereto, unless earlier terminated pursuant to the provisions of the agreement.

6. That no other amendment to the terms of the said agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be duly executed on the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____
MARY L. CHAMBERS, CITY CLERK (SEAL)

Approved by:

_____
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of January, 2015, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** 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:

KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

_____
NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

"CONTRACTOR":

Witnesses:

Jacqueline Chavez
Print Name

George R. Keller Jr.
Print Name

CALVIN, GIORDANO & ASSOCIATES, INC.
a Florida corporation

By: _____

Chris Giordano
Typed or Printed Name

Title: Treasurer

(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of DECEMBER, 2014, by CHRIS GIORDANO as TREASURER of Calvin, Giordano & Associates, Inc., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

DAWN HOPKINS
Notary Public · State of Florida
My Comm. Expires Feb 18, 2017
Commission # EE 847097

NOTARY PUBLIC, STATE OF FLORIDA

DAWN HOPKINS
(Name of Acknowledger Typed, Printed or Stamped)

EE 847097
Commission Number

GBL/jrm
10/15/14
l:agr/code compliance/2015-105

ORDINANCE NO. 2011-7

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR CODE COMPLIANCE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CALVIN, GIORDANO & ASSOCIATES, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement for Code Compliance Services between the City of Pompano Beach and Calvin, Giordano & Associates, Inc., a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 12th day of October, 2010.

PASSED SECOND READING this 26th day of October, 2010.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

/jrm
9/30/10
L:ord/2010-409

AGREEMENT FOR CODE COMPLIANCE SERVICES

BETWEEN

CITY OF POMPANO BEACH

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 28th day of October, 2010, by and between the CITY and CALVIN, GIORDANO & ASSOCIATES, INC.

W I T N E S S E T H:

WHEREAS, the CITY is in need of providing a high level of professional Code Compliance services for the benefit of the citizenry thereof; and

WHEREAS, the CITY has determined that it would be in the best interest to provide Code Compliance services by contracting with a private service provider to operate the service; and

WHEREAS, CALVIN, GIORDANO & ASSOCIATES, INC. performs Code Compliance services for other cities and has offered to provide said services to the CITY for a reasonable cost; and

WHEREAS, the CITY and CALVIN, GIORDANO & ASSOCIATES, INC. desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned Code Compliance services will be provided.

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

SECTION 1. DEFINITIONS

1.1 DEFINED TERMS. The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

1.1.1 Agreement. "Agreement" shall mean this Agreement for Code Compliance services between the CITY and CALVIN, GIORDANO & ASSOCIATES, INC., including all attachments.

1.1.2 Applicable Laws. "Applicable Laws" shall mean, with respect to any person, all provisions of constitutions, statutes, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to such person, and all

orders or decrees of all courts and arbitrators in proceedings or actions to which the person in question is a party or by which it or any of its agents, affiliates or property may be bound.

1.1.3 CONTRACTOR. "Contractor" shall mean the duly authorized representatives of CALVIN, GIORDANO & ASSOCIATES, INC.

1.1.4 CITY. "CITY" shall mean the City of Pompano Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Broward County, Florida.

1.1.5 City Manager. "City Manager" shall mean the duly appointed and validly existing City Manager of the CITY, or designee.

1.1.6 Consideration. "Consideration" shall mean the monthly payment by the CITY hereunder in consideration of the services performed by CONTRACTOR, as set forth in this Agreement.

1.1.7 Liens. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.

1.1.8 Effective Date. "Effective Date" shall mean the date the Agreement is fully executed by both parties.

1.1.9 Term. "Term" shall mean five (5) years commencing on the Effective Date and expiring on the Termination Date and any extensions thereto, unless terminated pursuant to Section 8 herein.

1.1.10 Fiscal Year. "Fiscal Year" shall mean the period between October 1 and the following September 30.

1.1.11 Services. "Services" shall mean the services set forth in Exhibit "A".

1.2 ACCOUNTING TERMS. All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

1.3 CROSS REFERENCES. Unless otherwise specified, references in this Agreement to any section are references to such section of this Agreement. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

SECTION 2. 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 or the employees thereof,

shall not in any manner be deemed to be employees of CITY. As such, the CONTRACTOR, subcontractors and employees of the CONTRACTOR shall not be subject to any withholding for tax, social security or other purposes by CITY, nor shall such employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from CITY.

SECTION 3. TERM

This Agreement shall commence on the Effective Date and shall continue thereafter for the Term, unless otherwise amended or terminated as set forth in Section 8.

SECTION 4. SCOPE OF SERVICES

The CONTRACTOR shall perform the following work, in a courteous and professional manner, including the supply of all associated labor necessary for the prompt performance of services in accordance with the Scope of Work as defined on the attached Exhibit "A".

SECTION 5. 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.

SECTION 6. ASSIGNMENT

CONTRACTOR shall not assign all or any portion of this Agreement without the prior written consent of the CITY. Further, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in the insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings.

SECTION 7. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the City Manager.

SECTION 8. TERMINATION

This Agreement may be terminated without cause by the CITY upon ninety (90) days written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR will be compensated for services rendered up to and including the date of termination.

SECTION 9. DEFAULT

9.1 DEFAULTS. Any of the following events shall constitute a default and breach of this Agreement:

a) Failure of CONTRACTOR to perform the Services as required herein at any time during the Term; or

b) CONTRACTOR has failed to obtain the approval of the CITY where required by this Agreement; or

c) Failure of the CONTRACTOR to perform any other covenant, condition, agreement or provision contained herein; or

d) CONTRACTOR files for bankruptcy, is subject to receivership proceedings or is otherwise insolvent.

9.2 REMEDIES. Upon the occurrence and continuance of a Default by the CONTRACTOR, the CITY may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:

9.2.1 Terminate and cancel this Agreement; or

9.2.2 Withhold payment or performance under this Agreement until such time as such Default is cured; or

9.2.3 Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law; or

9.2.4 Seek injunctive relief to enjoin any act of the CONTRACTOR in violation hereof; or

9.2.5 Seek specific performance of any covenant or obligation from the CONTRACTOR; or

9.2.6 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

SECTION 10. FORCE MAJEURE

10.1 If the performance of any covenant, agreement, obligation or undertaking required hereunder is delayed, hindered or prevented by reason of wars, civil commotions, Acts of God, hurricanes, fires or other casualty, the performance of such covenant, agreement, obligation or undertaking shall not be a Default for the period of such delay, hindrance or prevention, but the Agreement is still subject to termination pursuant to Section 8 of the Agreement.

10.2 In the event the CONTRACTOR claims Force Majeure, the CONTRACTOR will be required to give prompt written notice to the CITY specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of Force Majeure. The CONTRACTOR acknowledges that, as to this Section, time is of the essence.

SECTION 11. CONFLICT OF INTEREST

The CONTRACTOR has read and understands the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. It is the intention of both the CITY and CONTRACTOR that the CONTRACTOR maintains the highest standards of ethics in connection with its duties under this Agreement. Any potential conflicts of interest and the full scope of such conflicts shall be immediately disclosed to the CITY by the CONTRACTOR.

SECTION 12. 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.

SECTION 13. WAIVER

Any waiver of any breach of this Agreement by the CITY shall not be deemed or considered a continuing waiver and shall not operate to bar or prevent the CITY from exercising its rights pursuant to this Agreement or under law for a breach either of the same condition or covenant or otherwise.

SECTION 14. ATTORNEY FEES

In the event of any controversy arising under or relating to this Agreement or any breach thereof, or if as a result of negligence on the part of the CONTRACTOR, the prevailing party shall be entitled to payment for all costs and attorney's fees including to and through appeals.

SECTION 15. INDEMNIFICATION

CONTRACTOR shall at all times indemnify, and hold harmless and defend, the CITY of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees and costs), including but not limited to, any injury to persons or damage to or loss of property caused by CONTRACTOR or its agents, employees or subcontractors, whether such is caused by such person's negligence, gross negligence, willful misconduct, or breach of this Agreement, including, without limitation, such person's actions, in connection with providing the Services, to the extent permitted by applicable law. This covenant shall survive the expiration or earlier termination of this Agreement.

SECTION 16. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, or hand delivered, addressed to the party for whom it is intended. Notice shall be deemed given upon receipt. The parties designate the following as the respective places for giving notice:

FOR CONTRACTOR:	Dennis J. Giordano, President Calvin, Giordano & Associates, Inc. 1800 Eller Drive, Suite 600 Fort Lauderdale, FL 33316 Telephone: (954) 921-7791 Facsimile: (954) 921-8807
FOR CITY:	Dennis W. Beach, City Manager City of Pompano Beach P.O. Drawer 1300 Pompano Beach, FL 33061 Telephone: (954) 786-4601 Facsimile: (954) 786-4504

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other party.

SECTION 17. 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.

SECTION 18. ENTIRE AGREEMENT

This Agreement constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, or modified only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

SECTION 19. WARRANTIES & REPRESENTATIONS OF CONTRACTOR

19.1 CONTRACTOR warrants to the CITY that CONTRACTOR is a Florida corporation and is in good standing with the State as a valid corporation and that CONTRACTOR possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Broward to perform the work herein described. If CONTRACTOR's licenses are revoked, suspended or otherwise in jeopardy or threatened to be in jeopardy, the CONTRACTOR shall immediately notify the CITY pursuant to this Agreement.

19.2 CONTRACTOR represents that it has the ability, skill and resources to complete its responsibilities as required by this Agreement.

19.3 The execution, delivery, consummation, and performance under this Agreement will not violate or cause the CONTRACTOR to be in default of any provisions of its governing documents or rules and regulations or any other agreement to which the CONTRACTOR is a party

or constitute a default thereunder or cause acceleration of any obligation of CONTRACTOR thereunder.

SECTION 20 PUBLIC RECORDS

20.1 The CONTRACTOR understands that the public shall have access at all reasonable times to all documents and information pertaining to CITY contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the CITY and the public to all documents subject to disclosure under applicable law.

20.2 All records, reports, and documents generated in association with this Agreement shall be and shall remain the property of the CITY and the CITY shall have the full right to retain said records and to access and use said information for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by the CONTRACTOR. All Code Compliance records generated prior to, or outside of this Agreement, shall also remain the property of the CITY, with the same rights as set forth above.

20.3 All fines, and costs collected, and all liens generated as a result of Code Compliance enforcement action taken under this Agreement, both prior to and after this Agreement is effective are, and remain, the sole property of the CITY.

SECTION 21. 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.

SECTION 22. COMPLIANCE WITH LAWS

CONTRACTOR shall fully obey and comply with applicable laws therewith, which are or shall be become applicable to the Services performed under the terms of this Agreement. CONTRACTOR shall conduct its Services under this Agreement in accordance with all State, Federal, County and Municipal laws including but not limited to Chapter 162, F.S., City's Code of Ordinances, and any procedures approved by Resolution or Ordinance by the City Commission.

SECTION 23. JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, 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 one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

SECTION 25. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that requires acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

"CITY"

Witnesses:

Christine Wodka

Shelley R. Bartholomew

BY: _____
LAMAR FISHER, MAYOR

BY: _____
DENNIS W. BEACH,
CITY MANAGER

Attest:

_____
MARY L. CHAMBERS, CITY CLERK (SEAL)

APPROVED AS TO FORM:

_____
GORDON B. LINN, ESQ.
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of October, 2010 by **LAMAR FISHER**, as Mayor; **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS** 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:

_____
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond
(Name of Acknowledger Typed, Printed, or Stamped

_____
Commission Number

"CONTRACTOR"

CALVIN, GIORDANO & ASSOCAITES, INC.

BY _____

WITNESSES

RONA ROLAND
Typed Name of Witness

Print Name: Dennis Giordano

Title: President

The foregoing instrument was acknowledged before me this 5th day of October, 2010 by Dennis Giordano. He is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:

DAWN HOPKINS
Notary Public - State of Florida
My Comm. Expires Feb 18, 2013
Commission # DD 862678

NOTARY PUBLIC, STATE OF FLORIDA

Dawn Hopkins
(Name of Acknowledger Typed, Printed, or Stamped

DD 862678
Commission Number

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE I
CODE COMPLIANCE SERVICES

1.1 Operations

A. Provide a full time, comprehensive Code Compliance Services program. CONTRACTOR will be responsible for all aspects of the operation. All transition, planning, organizing, communications, administration, staffing, field enforcement, customer service, public education, information technology, and applicable special magistrate functions are wholly included and provided by CONTRACTOR. Code Compliance Services will be operated and administered at the direction of the City Manager, or designee. For purposes of this paragraph "Transition" shall include, continued prosecution by CONTRACTOR of all open Code Compliance Cases existing prior to the effective date of this Agreement.

B. CONTRACTOR will provide clerical and administrative support for Code Compliance and Special Magistrate, which includes but is not limited to:

1) Coordinate with City Departments and handle cases/files for all matters authorized to be heard before the Special Magistrate including, but not limited to:
   a. Code Compliance
   b. Building (Structural, Plumbing, Electrical etc., and Alarm Violations)
   c. Engineering
   d. Fire
   e. Animal Control- Dangerous Dog Appeals
   f. Commercial Vehicle- Violation Appeals
   g. Business Tax Receipts
   h. Water Restrictions
   i. Telecommunication Fees

2) Attend, set and coordinate Special Magistrate Hearing and Compliance Dates.
3) Develop all Special Magistrate agendas.
4) Post all notices of hearings and meet all notice requirements for public hearings as set forth in Florida Statutes.
5) Keep and maintain record of all orally pronounced orders.
6) Prepare, execute and attest to all necessary orders.
7) Send all hearing notices, including recurring/repeating cases.
8) Assist City Attorney's Office with all foreclosure related inquires.

9) Assist City Attorney's Office with requested preparation for hearings before the Special Magistrate, and the trials heard by Judges on code violations prosecuted in the County Court.
10) Work with other City Department Inspectors and the City Attorney's Office as part of a "team" to develop and prosecute requested specific cases that have additional violations (Building Code, Fire Code, etc.) before the Special Magistrate or in the County Court.
11) Implement Nuisance Abatement responsibilities under the provisions contained in the City's Code of Ordinances.
12) Respond to all requested depositions as ordered.
13) Process lien payments.
14) Handle all file and records retention, archiving, and purging matters, in accordance with the requirements for records retention set forth in Florida Statutes.
15) Recording and removing liens.

C. Public meetings with the City Commission, neighborhood organizations, community businesses, etc. will be staffed and provided on an ongoing basis, to be understood as a standard agreed upon frequency and level not to be exceeded without further consideration, by the CONTRACTOR. This function is delivered as a priority by the CONTRACTOR to ensure the appropriate representation of the CITY, education of the public, and enhancement of service delivery.

D. Compliance philosophy, priorities, and community standards will be established by the CITY and actively implemented by the CONTRACTOR, tailored to the CITY's discretion.

E. All administrative, field enforcement, and special magistrate/prosecution functions will be automated electronically by CONTRACTOR; utilizing CONTRACTOR's own developed operating software "INKFORCE". All compliance officers and operations will be supported utilizing ruggedized laptops with real time online data, printers in the vehicles, and electronic signature to increase efficiencies and time in the field. All start up, data entry, and ongoing support will by conducted by the CONTRACTOR.

1) On or before October 1st annually, or upon termination of this Agreement should same occur prior to the aforementioned date, CONTRACTOR shall transfer and provide to CITY any and all Code Compliance operational and financial data, including all violation information and photographs for all violation cases from the preceding year, from Inkforce to a disk or other media that can be read and stored on the CITY's computers in Microsoft Word, Excel or other similarly viewable format approved by CITY.

2) CONTRACTOR shall maintain and utilize CITY's NAVALINE system for cases already open when it initiates Code Compliance Services under this Agreement, unless it instead opts to transfer all open case information to their INKFORCE system with prior notice of same to the CITY.

F. Customer Service will be addressed, instilled and trained as an ongoing high priority to ensure that the public interest is served at a high level to gain compliance, with citizens treated with respect and professionalism.

G. Training and Professional Development will be conducted on an ongoing basis to provide the highest level of service possible to the CITY and its citizens. Moreover, CONTRACTOR recognizes the Mayor and City Commission will amend its Code of Ordinances to modify or enact additional regulations and the CONTRACTOR will be responsible to enforce such regulations when applicable. The CITY shall provide the designated supervisor of the Code Compliance division with copies of all approved ordinance changes that are applicable for enforcement by the CONTRACTOR.

H. All Code Compliance Services staff provided by CONTRACTOR will work cooperatively with and in support of all other related City staff and functions to create both a smooth transition initially, and a long term success moving forward, and will coordinate its enforcement efforts with applicable City departments when necessary.

I. The CONTRACTOR will be responsible for writing revisions to existing Ordinances and creating new Ordinances to improve the overall appearance of the City, to address concerns raised by the public, to aide in the operation of the Services, or to provide new guidelines.

J. All Code Compliance Services staff will consult with the City Attorney's Office designated personnel on Code Compliance cases involving parties represented by legal counsel, and also with regard to other legal matters as required.

1.2 Personnel

The CONTRACTOR will provide the following resources for Code Compliance:

A. Vice President, Governmental Services - Contract Administration.

B. Director of Code Compliance - Project Management.

C. One (1) full-time equivalent Code Enforcement Supervisor with the overall responsibility for administrating all Code Compliance Services.

D. CONTRACTOR shall provide the Code Compliance Inspectors necessary to meet its responsibilities under this Agreement and will at the minimum, provide seven (7) full-time equivalent field Code Compliance Inspector's, each assigned to a geographic service area, that will address the resolution of a wide variety of violations, cases, and enforcement actions to gain compliance with the City's Code of Ordinances, the Florida Building Code, and other applicable local jurisdiction code issues.

E. Two (2) full-time equivalent Administrative Assistants, one of which who is designated as the Supervisor of the administrative support staff, both of which provide the necessary processing of orders and other required paperwork, communications, scheduling, recordkeeping, and case management to facilitate operations.

F. All Code Compliance Inspectors utilized under this agreement shall have obtained at a minimum Level-I Certification from the Florida Association of Code Enforcement prior to commencing the Code Compliance Services described herein. Thereafter, all Code Compliance Inspectors shall be required to additionally obtain Level II Certification within one year from commencement of duties in the City.

G. All Code Compliance Supervisors utilized under this Agreement Shall have obtained at a minimum a Level-II Certification from the Florida Association of Code Enforcement prior to commencing the Code Compliance Services described herein. Thereafter, all Code Compliance Supervisors shall be required to obtain a Level III Certification within one year from commencement of duties in the City.

H. Should the certification levels prescribed in Sections F and G above be modified or eliminated, the Inspectors and Supervisors will be required to take and pass the courses covering the equivalent subject matter.

I. It will be the CONTRACTOR's sole responsibility to employ, manage, and compensate fully, all staff members required under this Agreement. All personnel actions will also be conducted solely by the CONTRACTOR, and will be carried out as necessary to ensure the successful implementation of all Code Compliance Services under this Agreement. However, the CITY does retain the right and ability to disapprove the assignment of personnel to perform services for the CITY, on a case by case basis. This right includes both new hires and existing employees of the CONTRACTOR, who may at times be assigned to the CITY. If requested by the CITY, the CONTRACTOR will change personnel assigned to this service contract to the satisfaction of the CITY.

J. Unless otherwise specified office supplies, materials, uniforms, badges, etc. shall be provided by the CONTRACTOR.

1.3 Hours of Operation

CONTRACTOR shall at the minimum, provide Code Compliance services and maintain business hours of forty hours per week per full-time equivalent, Monday through Saturday. Said days of operation may be modified to accommodate services as may be required with written consent from the CITY.

ARTICLE 2
CITY RESOURCES

2.1 All Code Compliance services and full time staff will be provided and based on site in the City operating out of City Hall, or other appropriate sites as deemed necessary by the CITY, which includes existing operating infrastructure such as utilities, phones, etc., to ensure a strong local presence in the community.

2.2 City stationary and postage for business correspondence to be provided by the CITY.

2.3 The Special Magistrate will be provided by the CITY.

2.4 During the Term of this Agreement the CITY will provide eight (8) small pick-up trucks at no cost to the CONTRACTOR

2.4.1 The trucks will be provided to the CONTRACTOR and will only be used for Code Compliance services described herein.

2.4.2 The trucks will remain within the municipal boundaries of the City at all times.

a) CONTRACTOR will provide, at CONTRACTOR's expense, the necessary equipment to track the whereabouts of all code compliance trucks to ensure compliance with Article 2.4.2

2.4.3 All vehicle maintenance and repairs will be the responsibility of the CONTRACTOR. CONTRACTOR shall maintain the pick-up trucks in accordance with manufacturer's standards, and all requirements under Federal and State law.

2.4.4 CONTRACTOR will be responsible for purchasing and maintaining all required vehicle insurance.

2.4.5 CONTRACTOR will be permitted at no cost to fuel the Code Compliance pick-up trucks at the City's fuel station located at 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060.

a) CONTRACTOR shall follow and comply with CITY internal controls associated with fuel usage.

2.4.6 CONTRACTOR shall supply any additional vehicles to provide back-up service in the event that one or more vehicles are out of service.

2.4.7 Pick-up trucks will be replaced by the CITY every five (5) years or 50,000 miles, whichever occurs first.

2.5 Upon the expiration or termination of the Agreement, whichever occurs earlier, all Code Compliance trucks will be retuned to the CITY free and clear of all liens. The retuned trucks will be in good working condition, reasonable wear and tear excepted.

2.6 Revenue collections associated with the services provided in this Agreement will be conducted by the CITY. Moreover, all revenues associated with Code Compliance and Special Magistrate will be retained by the CITY.

2.7 CONTRACTOR will have access to all CITY records relevant to code compliance research, including, but not limited to, building permits and plans, sign permits, development and site plans and occupational license records.

ARTICLE 3
REPORTS

3.1 CONTRACTOR shall be required to provide monthly performance reports to the City Manager. The information will include but not be limited to:

a) Number of new Code Compliance cases opened.
b) Number of new Code Compliance cases opened as a result of a complaint.
c) Number of prior Code Compliance cases still open from prior month.
d) Number of Inspections
e) Number of Re-inspections
f) Number of Code Compliances cases closed
g) Number of Code Compliance cases resolved before the Special Magistrate
h) Revenue collected
i) Revenue outstanding (uncollected).
j) Staffing Roster – weekly hours worked per full-time equivalent.

Additional reports will be requested by the CITY as necessary.

3.2 CONTRACTOR shall be required to submit an annual report to the CITY by or before November 30th of each year. The report will cover the previous fiscal year and will summarize productivity measures reported on a monthly basis. The report will also provide measureable performance goals to be achieved for the following year, special projects to be implemented and any other additional information requested by the CITY.

ARTICLE 4
AUDITING

The CITY may at reasonable times, and for a period up to three (3) 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 that are related to the CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principle place of business for a period of three (3) years after final payment is made under this Agreement.

ARTICLE 5
CONSIDERATION

5.1 CITY shall pay CONTRACTOR in consideration for the services described herein an annual sum of $958,780 which shall be paid on a monthly basis.

5.2 The consideration paid under Article 5.1 will be annually adjusted to the change in Per Capita Personal Income as reported by the Florida Department of Revenue on Form DR 420.

5.2.1 If the change in Per Capita Personal Income is less than 0.00%, the Consideration to be paid for the following Fiscal Year will not increase.

5.2.2 If the change in Per Capita Personal Income is more than 5.00%, the consideration to be paid for the following Fiscal Year will increase 5%, but no more.

5.2.3 It is further agreed to that at the conclusion of year two (2) of the Agreement, if no increase in the consideration has resulted, or if the consideration has been increased by 5% for two years in a row, then the following years remaining on the Term will cause the annual consideration to be adjusted by the change in Per Capita Personal Income with a minimum of not less than two percent (2%) to a maximum of four percent (4%).

ARTICLE 6
DRUG FREE WORKPLACE

CONTRACTOR shall maintain a Drug Free Workplace.

ARTICLE 7
HIRING OF CONTRACTOR EMPLOYEES

CITY and CONTRACTOR agree that the CITY will not hire any CONTRACTOR employee for a period of at least 180 days after termination of employment by the CONTRACTOR. This provision may only be waived by prior written authorization of the CONTRACTOR.

EXHBIT "B"
INSURANCE REQUIREMENTS

CONTRACTOR shall not commence the Work under this Contract until it has obtained all insurance required under this Article and such insurance has been approved by the City of Pompano Beach's Risk Manager, nor shall CONTRACTOR allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CONTRACTOR shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance; Liability Insurance; Real and Personal Property; Excess Liability and Professional Liability Insurance with minimum coverage amounts acceptable to the City as set forth below. Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The policies of insurance shall be primary and written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

Insurance shall be in force until all Work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. A Certificate of Insurance, reflecting evidence of the required insurance, shall be filed with the City of Pompano Beach's Risk Manager prior to the commencement of the Work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City.

In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. CONTRACTOR shall not continue to perform the Work pursuant to this Contract unless all required insurance remains in full force and effect.

CONTRACTOR shall specifically protect the City by naming the City as an additional insured on the Comprehensive General Liability Insurance policies hereinafter described.

1. 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). 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 and for any and all volunteers involved in the program.

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

LIMITS OF LIABILITY

Type of Insurance	Each Occurrence/Aggregate		
GENERAL LIABILITY	***MINIMUM $1,000,000 OCCURRENCE/AGGREGATE***		
* Policy to be written on a claims incurred basis			
XX comprehensive form			
XX premises - operations	bodily injury		
XX explosion & collapse hazard	property damage		
XX underground hazard			
XX products/completed operations hazard	bodily injury and		
XX contractual insurance	property damage		
XX broad form property damage	combined		
XX independent contractors			
XX personal injury	personal injury		
AUTOMOBILE LIABILITY	***MINIMUM $1,000,000 OCCURRENCE/AGGREGATE***		
	bodily injury (each person)		
XX comprehensive form	bodily injury (each accident)		
XX owned	property damage		
XX hired	bodily injury and		
XX non-owned	property damage combined		
REAL & PERSONAL PROPERTY			
__ comprehensive form coverage	CONTRACTOR must show proof that it has this		
EXCESS LIABILITY			
__ umbrella form	bodily injury and		
__ other than umbrella	property damage combined	$2,000,000	$2,000,000
__ **PROFESSIONAL LIABILITY**		$5,000,000	$5,000,000
* Policy to be written on a claims made basis			

CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for payment of all deductibles to which such policies are subject, whether or not the City is an insured under the policy.

CONTRACTOR shall provide the City's Risk Manager the certification or proof of insurance of all insurance policies required under this Agreement within thirty (30) days after execution of this Agreement. The City's Risk Manager reserves the right at any time to review coverage, form and amount of insurance and also require a certified copy of such policies upon request.

No change(s) to the coverage required under this Agreement shall be made without prior written approval of the City's Risk Manager. All endorsements and certificates shall state that prior to expiration or cancellation of any and all policies required under this Agreement, the City's Risk Manager shall be given thirty (30) days notice by certified mail, return receipt requested to 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

Notice of Accident (occurrence) and Notice of Claims associated with the work being performed under this Agreement, shall be provided to the CONTRACTOR insurance company and the City's Risk Manager as soon as practical after notice to the insured.

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

October 21, 2010

Dennis Beach
City Manager
City of Pompano Beach
100 West Atlantic Boulevard, Fourth Floor
Pompano Beach, Fl 33060

Subject: Calvin, Giordano & Associates Code Compliance Contract

Dear Mr. Beach:

Please accept this correspondence as a follow up and response to some of the discussion which took place at the Pompano Beach City Commission meeting of October 12th, 2010 regarding CGA's Code Compliance contract. Some questions and issues were raised which related to the contract language, as well as others which related to process and operations. CGA made certain commitments at the meeting, on the public record, which we are happy to restate and reinforce in writing to include in our Scope of Services and responsibilities under the contract. Additionally, we have also included some pertinent issues and questions which we believe deserve consideration under current circumstances.

Contract Language

1. **Hours of Operation** - CGA's Code Compliance hours of operation serving the City of Pompano Beach will be 7am to 8pm, Monday through Saturday.
2. **Marine Patrols** – CGA will provide marine patrols in the waterways of the City of Pompano beach to make observations of property conditions, sea turtles, and related service needs as required by the City.
3. **Emergency Response** – One of CGA's core services provided is Emergency Management, which we provide to other local governments in the form of planning, mitigation, response, debris monitoring, FEMA processes, etc. CGA's Code Compliance staff will be dedicated solely and full time to the City of Pompano during regular working conditions, and in response to emergency incidents that occur for damage assessment, debris monitoring, community assistance, etc.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Homestead

All of the above described services are included in the existing Scope of Services of CGA's proposed contract and base contract fee already provided, the discussed services do not involve any additional services or fees. The above contract issues and language may be amended in CGA's agreement to the City's satisfaction.

Issues

1. **Numbers of Cases Counted -** The standard method in the industry for calculating the number of cases is the same for both CGA and BSO, one active case per property/owner, no matter how many violations per property/owner may occur. One case may have several notices of violation active and cited at the same time; it still counts only as one case, no confusion on the data.
2. **Data Sources –** The data reported concerning BSO's performance was BSO's own reported data to the City, public record. CGA's data on performance is CGA's data reported, is also a matter of public record, and was provided in the City's RFP response. BSO did not respond to the open competitive RFP, and modification of data after the fact should not be appropriate.
3. **BSO Code Compliance Services -** Open, public contract negotiations between the City and BSO clearly communicated the intent on the City's part not to continue Code Compliance Services with BSO, Section 7.5 of the existing contract between the City and BSO clearly anticipates this and provides for a 90 day notice for termination of BSO Code Compliance Services with no impact on the remainder of the contract. In fact, in the early part of 2010 when contract negotiations between the City and BSO were commencing, the Sheriff directly communicated to the City and CGA his interest not to pursue Code Compliance Services; indicating that it was not a core service of BSO, could not compete with CGA, and that his cost structure could not match CGA.

Questions

1. How does any interested Code Compliance Service provider, especially one who elected not to express an interest nor participate in the City's open, competitive RFP process; have the standing to attempt to renegotiate terms after the fact once all others data is public record, and after sealed bids are opened? Certainly, it is not afforded to nor appropriate for the other RFP respondents who did express interest and participate.

2. How can a service provider to the City, BSO is this case for 10 consecutive years with Code Compliance, publically provide as justification for its unsatisfactory performance that they did not receive enough direction; nor know what the City wanted? Certainly a service provider to the City, who is hired to be the subject matter expert, should recognize such a concern during the first year of performance, provide guidance and recommendations to the City, and facilitate the necessary modifications to achieve success. This is certainly part of CGA's philosophy and approach, another distinction from BSO, and part of CGA's commitment to the City.

Thank you again for this opportunity to improve the level of service to the City of Pompano Beach. Would you please distribute this correspondence to the Mayor and City Commissioners in advance of the October 26th City Commission Meeting. If you require any additional information or discussion please contact me at 954-921-7781.

Sincerely,

Dennis Giordano
President
Calvin, Giordano & Associates, Inc.

cc: Dennis Mele, Attorney

FLORIDA DEPARTMENT OF REVENUE

MAXIMUM MILLAGE LEVY CALCULATION
FINAL DISCLOSURE
For municipal governments, counties, and special districts

DR-420MM
R. 5/11
Rule 12DER11-10
Florida Administrative Code
Eff. 05/11

Year : 2011	County :
Principal Authority :	Taxing Authority :

1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☐ No	(1)

IF YES, STOP ***STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.***

2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	per $1,000	(2)
3.	Prior year maximum millage rate with a majority vote from 2010 Form DR-420MM, Line 13	per $1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	per $1,000	(4)

If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.

Adjust rolled-back rate based on prior year majority-vote maximum millage rate

5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	$	(5)
6.	Prior year maximum ad valorem proceeds with majority vote *(Line 3 multiplied by Line 5 divided by 1,000)*	$	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	$	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote *(Line 6 minus Line 7)*	$	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	$	(9)
10.	Adjusted current year rolled-back rate *(Line 8 divided by Line 9, multiplied by 1,000)*	per $1,000	(10)

Calculate maximum millage levy

11.	Rolled-back rate to be used for maximum millage levy calculation *(Enter Line 10 if adjusted or else enter Line 2)*	per $1,000	(11)
12.	Change in per capita Florida personal income *(See Line 12 Instructions)*	1.0055	(12)
13.	Majority vote maximum millage rate allowed *(Line 11 multiplied by Line 12)*	per $1,000	(13)
14.	Two-thirds vote maximum millage rate allowed *(Multiply Line 13 by 1.10)*	per $1,000	(14)
15.	Current year adopted millage rate	per $1,000	(15)
16.	**Minimum vote required to levy proposed millage:** (Check one)		(16)

☐ a. Majority vote of the governing body: Check here, if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. *Enter Line 13 on Line 17.*

☐ b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. *Enter Line 15 on Line 17.*

☐ c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. *Enter Line 15 on Line 17.*

☐ d. Referendum: The maximum millage rate is equal to the proposed rate. *Enter Line 15 on Line 17.*

17.	The selection on Line 16 allows a maximum millage rate of *(Enter rate indicated by choice on Line 16)*	per $1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	$	(18)

Continued on page 2

Taxing Authority :

19.	Current year adopted taxes *(Line 15 multiplied by Line 18, divided by 1,000)*	$	(19)
20.	Total taxes levied at the maximum millage rate *(Line 17 multiplied by Line 18, divided by 1,000)*	$	(20)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP ***STOP HERE. SIGN AND SUBMIT.***

21.	Enter the current year adopted taxes of all dependent special districts & MSTUs levying a millage. *(The sum of all Lines 19 from each district's Form DR-420MM)*	$	(21)
22.	Total current year adopted taxes *(Line 19 plus Line 21)*	$	(22)

Total Maximum Taxes

23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage *(The sum of all Lines 20 from each district's Form DR-420MM)*	$	(23)
24.	Total taxes at maximum millage rate *(Line 20 plus line 23)*	$	(24)

Total Maximum Versus Total Taxes Levied

25.	Are total current year adopted taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☐ YES ☐ NO	(25)

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer :		Date :
Title :	Contact Name and Contact Title :	
Mailing Address :	Physical Address :	
City, State, Zip :	Phone Number :	Fax Number :

Complete and submit this form to the Department of Revenue with the completed DR-487, Certification of Compliance, within 30 days of the final hearing.

Instructions on page 3

CALVI-2 OP ID: KR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/31/2014

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

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

PRODUCER
Brown & Brown of Florida, Inc.
1201 W Cypress Creek Rd # 130
P.O. Box 5727
Ft. Lauderdale, FL 33310-5727
Stephen E. Patton, AAI

CONTACT NAME:
PHONE (A/C, No, Ext): 954-776-2222 FAX (A/C, No): 954-776-4446
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Ins. Co	29424
INSURER B : American Guar & Liab Ins Co	26247
INSURER C : Twin City Fire Ins. Co.	29459
INSURER D : Hartford Fire Insurance Co.	19682
INSURER E : Landmark American Ins. Co.	33138
INSURER F :	

INSURED
Calvin, Giordano & Associates, Inc.
Attn: Dennis Giordano
1800 Eller Drive #600
Ft. Lauderdale, FL 33316

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		21UUNLK3645	01/01/2015	01/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
D	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			21UENJB7000	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			AUC594612806	01/01/2015	01/01/2016	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		21WBNO3209	01/01/2015	01/01/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liab Retention:$200,000			LHR746782 RETRO DATE 8/27/1959	08/27/2014	08/27/2015	Per Claim Aggregate	2,000,000 2,000,000

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

Certificate holder is listed as additional insured as respects general liability if required by written contract.

CERTIFICATE HOLDER

POMPABC

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

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

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X43

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
BUDGET ADJUSTMENT

ORIGINATING DEPT.: Finance

DATE: 11-25-14

ACCOUNT DESCRIPTION	FND	DP	DV	SUB	EL	OB	AVAILABLE FUNDS	CURRENT BUDGET	* INCREASE	* DECREASE	REVISED BUDGET
Professional Svcs.	001	15	30	515	31	60	1,056,428	1,056,428	90,000		1,146,428
Working Capital Res.	001	99	10	599	99	20	1,206,981	1,206,981		90,000	1,116,981
								TOTAL	90,000	90,000	

*** USE WHOLE DOLLARS ONLY**

REASON: To cover proposed increase in Calvin Giordano contract for code compliance Svcs.

S Sibble
Department Head — Date

Adjustment is within total budget of department - Yes ____ No ✓
Adjustment requires only City Manager approval - Yes ____ No ✓
Adjustment requires City Commission approval - Yes ✓ No ____

Adjustment approved at City Commission Meeting of ____

Finance Director	Budget Office	City Manager	AUDITED BY	INPUT BY	CONTROL NO.
S Sibble 11/25/14 Date	12-1-14 Date	Date	11/25		

Distribution By Finance: White Copy - Finance Yellow Copy - Department Pink Copy - Budget

PB (Revised 5/05)