

Meeting Date: July 14, 2015

Agenda Item 5

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING PROPER CITY OFFICIALS TO EXECUTE AN EXTENSION TO THE SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND RENAISSANCE PLANNING GROUP, INC. PROVIDING FOR A TRANSFORMATION PLAN FOR THE HIGHWAY A1A CORRIDOR; PROVIDING AN EFFECTIVE DATE. (No fiscal impact. Funded as part of the FY 2014 Budget)

Summary of Purpose and Why:

The City has contracted with The Renaissance Planning Group to prepare a Corridor Study for A1A. The corridor study involves a detailed scope of work, which includes a Conceptual Design and Transformation Plan for A1A.

The A1A Corridor Study contract was originally approved per Resolution #2014-283 with an expiration date of July 22, 2015. Staff now finds it necessary to request an extension to the A1A contract until February 29, 2016. The Initial Corridor Assessment and Working Vision Map have been created. There is no cost associated with this extension. The purpose for the extension is to allow additional time to conduct Public Outreach, finalize the Economic Development Strategy and create the Transformation Plan. Staff anticipates completing the project towards the end of the calendar year; however is requesting the extension through February.



Accomplishing this item supports achieving Goal "5. Enhance Corridor Redevelopment" identified in the City's: Great Places Strategy

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robin Bird/ Jennifer Gomez Ext. 4640
- (3) Expiration of contract, if applicable: 2/29/16 per amendment
- (4) Fiscal impact and source of funding: (No fiscal impact. Funded as part of the FY 2014 Budget)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	6-26-15	Approval	<i>[Signature]</i>
City Attorney	6-26-15	<i>[Signature]</i>	CAC #2015-1064
Finance	6-26-15	Approval	<i>[Signature]</i>
Budget	6-30-15	Approval	<i>[Signature]</i>
<input checked="" type="checkbox"/> City Manager	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-1064

June 15, 2015

TO: Jennifer Gomez, AICP, Principal Planner

FROM: Jill R. Mesojedec, FRP, Paralegal

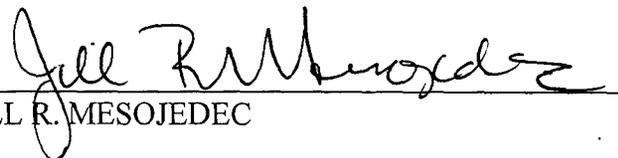
VIA: Gordon B. Linn, City Attorney 

RE: Resolution / Extension Agreement – Renaissance Planning Group, Inc.
A1A Corridor Study

As requested in your memorandum dated June 3, 2015, Development Services Administrative Report No. 15-293, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Resolution captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN EXTENSION AGREEMENT TO THE SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND RENAISSANCE PLANNING GROUP, INC. PROVIDING FOR A TRANSFORMATION PLAN FOR THE HIGHWAY A1A CORRIDOR; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.



JILL R. MESOJEDEC

/jrm
l:cor/dev-srvc/2015-1064

Attachments

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN EXTENSION AGREEMENT TO THE SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND RENAISSANCE PLANNING GROUP, INC. PROVIDING FOR A TRANSFORMATION PLAN FOR THE HIGHWAY A1A CORRIDOR; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Extension Agreement to the Service Contract between the City of Pompano Beach and Renaissance Planning Group, Inc. providing for a Transformation Plan for the Highway A1A Corridor, a copy of which agreement is attached hereto and incorporated 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 between the City of Pompano Beach and Renaissance Planning Group, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

EXTENSION AGREEMENT

THIS IS AN EXTENSION 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

RENAISSANCE PLANNING GROUP, INC., hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into a Service Contract providing for an A1A corridor study on July 22, 2014, ("Original Contract"), and approved by City Resolution No. 2014-283; and

WHEREAS, the CITY has requested and CONTRACTOR has agreed to extend the Original Contract through February 29, 2016.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The Original Contract effective July 22, 2014, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.

3. The parties hereto agree to extend the Original Contract through February 28, 2016.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals 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

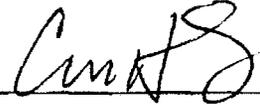
"CONTRACTOR":

Witnesses:

RENAISSANCE PLANNING GROUP, INC.
a Florida corporation



DAVID S. NELSON
Print Name

By: 

Christopher H. Sinclair
Typed or Printed Name



Scott Sinclair
Print Name

Title: President

(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24th day of June, 2015, by Christopher H Sinclair as President of Renaissance Planning Group, 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:



KAREN A. PEAVEY
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE120770
Expires 8/10/2015


NOTARY PUBLIC, STATE OF FLORIDA

Karen A Peavey
(Name of Acknowledger Typed, Printed or Stamped)

EE120770
Commission Number

GBL/jrm
6/15/15
l:agr/dev-srvcs/2015-1063

original 10

RESOLUTION NO. 2014-283

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND RENAISSANCE PLANNING GROUP, INC. PROVIDING FOR A TRANSFORMATION PLAN FOR THE HIGHWAY A1A CORRIDOR; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Contract between the City of Pompano Beach and Renaissance Planning, Group, Inc. providing for a Transformation Plan for the Highway A1A Corridor, a copy of which Contract is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract between the City of Pompano Beach and Renaissance Planning Group, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 22nd day of July, 2014.


LAMAR FISHER, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

07/10

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 22nd day of July, 2014, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Renaissance Planning Group, Inc, hereinafter referred to as "Contractor."

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

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

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

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

2. **Purpose.** City hereby contracts with Contractor to provide an A1A corridor study upon the terms and conditions herein set forth

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

4. **Term of Contract.** This Contract shall be for a one (1) year period. The start of this Agreement shall be July 22nd, 2014. Contractor shall commence corridor study services for ~~the City and continue operation through July 22nd, 2015;~~ **OR** until completion of Scope of Work.

5. **Renewal.** In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City shall have the option to renew this contract for an additional period one (1) year, provided that City will provide notification within sixty (60) days of termination date of its intention; **OR** this Contract is not subject to renewal.

6. **Maximum Obligation.** City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise

directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

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

Payment of a Fixed Fee of \$ _____ per month or a Fixed Fee not to exceed \$124,953.

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

Invoices shall be submitted on a monthly basis or on _____.

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

10. Disputes.

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

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

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

If to Contractor: Christopher Sinclair
Renaissance Planning Group, Inc.
121 South Orange Avenue, Suite 1200
Orlando, Florida 32801

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

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

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

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

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

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

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

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

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

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

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

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

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

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

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

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

29. Ownership of Materials. All maps, data, reports, research, graphic presentation materials, software, etc., developed by the CONTRACTOR as part of its work under this contract shall become the property of the City of Pompano Beach upon completion of this Contract, or in the event of termination or cancellation hereof, at the time of payment for work performed. All such data and material shall be furnished to the City of Pompano Beach on request.

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

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

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

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

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

Witnesses:

CITY OF POMPANO BEACH

Betty J. Maner

By: [Signature]
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

[Signature]
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of July, 2014 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:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



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

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

Commission Number

"CONTRACTOR"

Renaissance Planning Group, Inc.
(Print name of company)

Witnesses:

[Signature]

[Signature]

By: [Signature]

Print Name: Christopher Sinclair

Title: President

Business License No. _____

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 14th day of July, 2014, by Chris Sinclair as President of Renaissance Planning Group, 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:

Amanda M. Douglas
NOTARY PUBLIC, STATE OF FLORIDA

Amanda M. Douglas
(Name of Acknowledger Typed, Printed or Stamped)



AMANDA M. DOUGLAS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF080643
Expires 1/5/2018

FF 080843
Commission Number

l:agr/genl srvs/service contract

EXHIBIT A

City of Pompano Beach
A1A Transformation Plan

City of Pompano Beach Transformation Plan for the Highway A1A Corridor Scope of Work

July 6, 2014

Background

Pompano Beach, one of the oldest cities in South Florida, began as a railroad town with a walkable set of streets extending from the railroad station on the Flagler Railroad, now the Florida East Coast (FEC) railroad. It was an agricultural center until after the Second World War when a wave of development expanded along US 1 from Palm Beach to Miami. In the past three decades, development in South Florida has moved westward towards I-95 and Florida's Turnpike, leaving Pompano Beach and other ocean cities struggling to maintain their share of the region's wealth.

Pompano Beach has initiated a series of planning studies to transform and revitalize several important corridors within the city limits. This scope of work outlines the preparation of a Transformation Plan for the Highway A1A (Ocean Boulevard) corridor, a study area of approximately 3 ½ miles that extends from Hillsboro Inlet on the north to Terra Mar Drive on the south and includes the key intersection at East Atlantic Boulevard, a primary access point to the Atlantic Ocean beaches from I-95 and surrounding areas. The study corridor will generally extend ¼ to ½ mile on either side of the roadway.

Scope of Work

The objective of this project is to create a Transformation Plan that identifies an economic development strategy focused on strengthening the existing base and finds opportunities for attracting new businesses and job growth by making A1A a more accessible, comfortable and safe street for all users. A "complete street" approach will consider the appropriate design modifications to the roadway that will effectively complement land use, economic development and corridor enhancement strategies currently underway or that may occur in the future. This vision, or set of desired outcomes, will provide a clear and compelling picture of the corridor and a set of strategies to achieve what is possible given the unique existing assets and opportunities along A1A.

To create the framework for this plan, it is important to develop a broad foundation that includes an inventory of existing conditions and an assessment of issues and opportunities. The following scope of work will be performed by Renaissance Planning Group (the consultant), working in close coordination with staff from the City of Pompano Beach. The sequence of steps that will achieve the objective of this project include:

Task 1: Set Context

The initial task of this study will be to develop a basic understanding of the project context, both in terms of the physical and environmental features of the corridor and the policy framework in place, and will include the following background and organizational work:

Task 1-A: Project Initiation

The consultant will facilitate a kick-off meeting with appropriate representatives of Pompano Beach to discuss project context and outcomes, as well as coordinate availability of background data and prior/current planning efforts. This initial task will also entail a review and refinement, as necessary, of the project schedule and milestones for task deliverables, along with other related information, such as the role of the Advisory Committee (see Task 2: Public Engagement), preferred map and document formats.

In preparation for the meeting, the consultant will submit a public engagement strategy memorandum that outlines specific strategies and steps to engage the broader community and key stakeholders as appropriate throughout the course of the project. The kick-off meeting will provide an opportunity to review and discuss the public engagement strategy, identify specific contacts for interviews, confirm responsibilities and make necessary adjustments.

Deliverables: Meeting agenda, list of data needs, draft formats and contents of deliverables, project schedule and public engagement strategy memorandum.

Task 1-B: Initial Corridor Assessment

The consultant will conduct an initial assessment of the project corridor, identifying information and existing conditions that may influence the subsequent planning work, such as:

Review of Existing Plans and Policies

The City has a variety of plans outlining the community's goals and objectives for its future. The consultant will review relevant documents, their common themes and/or strategies and use the collective knowledge gained from the documents to establish base and background information pertaining to the A1A corridor that will help form the foundation and starting point for the planning process. At a minimum, the consultant will review the following:

- Comprehensive Plan
- Community Redevelopment Plans
- Economic Development Studies
- Land Development Regulations for such items as permitted uses, site design, parking, public art and civic spaces, and provision of infrastructure.
- Parks and Recreation, Public Art, Stormwater, water, Reuse and Wastewater Master Plans
- Pompano Beach CIP and Complete Streets Guidelines
- Development plans submitted or approved by the City
- Complete Streets plans for other portions of A1A
- Pier Agreement and Proposed Development Plans

Land Use

The consultant will note the location, type and intensity/density of existing zoning and future land use designations to identify opportunities where redevelopment could most easily occur with no or minimal policy or regulatory changes. The consultant will also prepare a map of vacant parcels and underutilized parcels that may be prone for redevelopment based on age, value or use of the property and its buildings.

Infrastructure

The consultant and sub consultant will review existing infrastructure and its ability to accommodate new development or redevelopment along the A1A corridor, as well as the role of utilities in creating opportunities or constraints for potential roadway design modifications. The goal of this review is to identify areas where adequate infrastructure capacity exists and areas where there may be potential impediments to redevelopment activities or complete street treatments.

Stakeholder Interviews

To assess issues and opportunities along the A1A corridor, the consultant will conduct a series of 6-8 interviews with stakeholders. These interviews will entail informal conversations and offer an opportunity to learn about issues and opportunities from individual perspectives and interests. City staff will help identify individuals and/or groups with interest in the corridor that should be contacted, including:

- City Commissioner, District 1
- Business and property owners along the corridor
- Residents, homeowner and condominium representatives along the corridor
- Other people and groups with interest/interests in the corridor

Existing Conditions Inventory

The consultant will collect data necessary to identify existing corridor conditions and characteristics and compile it in a form in which it can be mapped. Data to be collected will cover such items as vegetation, hydrology and drainage, views, structures, traffic characteristics, access control and driveways, parking, sidewalks, bicycle facilities, transit, open spaces, landmarks and roads.

Site Reconnaissance

The consultant will conduct a driving and walking field visit to make general observations, view movement patterns, collect data as needed to fill in gaps in the existing conditions inventory, note new conditions or conflicts not appearing on maps, and perform/confirm measurements of important site elements, including geometric conditions of A1A and its intersections with other roadways.

Issues and Opportunities Analysis

Relevant information from the background documents and inventory data will be analyzed to determine its potential impact on the Transformation Plan. Existing elements will be mapped as a basis for developing a sense of character along the corridor. Analysis will be done through a series of map overlays that delineate more suitable and less suitable areas for complete street modifications to the roadway, redevelopment, potential linkages, focal points, access, centers and edges. The result will be a composite analysis of the overlays that note the corridor issues and opportunities.

Deliverables: Summary of stakeholder interviews, base map inventory of existing conditions, and composite base map with issues and opportunities.

Task 2: Public Engagement

A key component of this scope of work entails a targeted approach to public involvement in the transformation of the A1A corridor by relying on an advisory committee to provide direction throughout the process. Engagement with the general public will also occur to confirm desired community outcomes and solicit feedback on specific strategies that form essential components to the corridor's future.

Advisory Committee

For consistency with the other corridor studies, a subcommittee of the Economic Development Council is proposed to serve as an advisory committee for this project. Three Advisory Committee meetings are proposed for the A1A corridor project:

- Meeting #1 – Project Overview and Committee Issues (Task 1)
 - Status on the project
 - Summary of the initial corridor assessment
 - Committee members will share their perspectives on the project
 - A1A observations – structured discussion

- Meeting #2 – Conceptual Desired Community Outcomes (Task 4)
 - Status on the project
 - Working vision map and guiding principles
 - Draft concept plan
 - Committee will review work and offer feedback on the project concepts
 - A1A issues – structured discussion

- Meeting #3 – Transformation Plan Recommendations (Task 5)
 - Status on the project
 - Review Plan recommendations
 - A1A analysis – structured discussion

The consultant will coordinate with city staff on appropriate times and meeting locations for the advisory committee. The consultant will be responsible for inviting committee members (via email or phone) and preparing meeting agendas, which city staff will post as needed. The consultant will share all meeting materials with staff prior to each committee meeting and prepare meeting summaries of each meeting.

Open House

An open house with presentation is proposed after Task 4 as the major public engagement strategy for the corridor. The open house format will include background display materials of key factors driving the project, predominantly the economic development analysis. The consultant will show the Working Vision Map and Concept Plan and provide opportunities for comment. The consultant will prepare a presentation, relaying the vision and guiding principles. A short survey/comment card will be prepared for participants to fill out that will gauge agreement with the vision.

City staff will be responsible for locating and reserving a room that can accommodate the open house. The consultant will prepare the open house flyer for distribution through existing city channels, such as

its website, and will include information on the project web site. The consultant will email the information to all advisory committee members, people that participated in interviews, and others that expressed interest. The consultant will staff the open house with at least three representatives.

Public meetings and workshops will be coordinated with the N. Riverside Drive Concept Plan project to enable a cost efficient study process and promote complementary and efficient work within overlapping corridors areas.

Project Web Site

The consultant will prepare a project web site that will describes the project and provide information and materials as the project progresses. The web site will include meeting announcements and offer an opportunity to be placed on an emailing list for future notices. The web site will be updated as information becomes available, coinciding with advisory committee meetings or public workshops.

Corridor Brochure

After the process is complete and has been presented to the City Commission, the consultant will prepare a brochure about the desired community outcomes and transformation plan for the A1A corridor. The purpose is to convey the key concepts, design and policy changes, and the supporting evidence that reinforces key messages for the corridor's transformation.

General

The City will be responsible for publishing project information on its web site or social media pages, and notices mailed to property owners, businesses and residents along the corridor.

Task 3: Imagine Outcomes

Based on the context defined in the previous task, the next step will be to imagine possible outcomes along the corridor, not only in terms of the complete streets aspect of the Transformation Plan, but also in terms of policy changes and recommended strategies. Work will include the following:

Task 3-A: Working Vision Map

Using information from the Issues and Opportunities analysis, the consultant will develop a Working Vision Map for the corridor by creating a schematic layout that provides a foundation for the planning concepts that follow. This map will establish a framework and identify general locations and synergies for key roadway modifications, non-motorized facility treatments, access points, connections, and land uses. The Working Vision Map will serve as a basis for confirming or refining various design elements and policy considerations through additional analysis and stakeholder involvement.

Deliverables: Working Vision Map.

Task 3-B: Studio

The consultant will present the background data and resulting Working Vision Map to city staff for review and refinement. This will provide the opportunity to discuss the physical aspects of the corridor, priorities for connectivity, principles of "complete streets" and nodes for catalyst development – all important elements of the Transformation Plan and reference points that will guide the more detailed analysis in future tasks. It will also provide the opportunity to gain other insights, such as parallel

actions undertaken by the City as well as the community social and political climates that may influence the project.

Deliverables: none

Task 3-C: Concept Plan

With feedback from city staff, the consultant will develop more in-depth representations of the concepts illustrated on the Working Vision Map to create a corridor Concept Plan. The Plan will include elements of the corridor's desired future showing items such as:

- Major activity nodes, districts and uses, including civic uses and public parks or plazas;
- Streetscape and urban design along the corridor, including building massing, parking placement and enhanced pedestrian amenities;
- Street sections showing the number of lanes, on-street parking, bicycle treatments, sidewalks and transit infrastructure, as well as coordination with new underground utility locations;
- Draft renderings of redevelopment or catalyst nodes (maximum of two illustrations for each of three nodes maximum along corridor); and
- Focal points and locations for public art, gateway elements or wayfinding signs.

Deliverables: Draft Concept Plan

Task 4: Develop Evidence

Based on the Working Vision Map and Concept Plan, the consultant will collect the required data necessary to evaluate the physical and policy conditions influencing the corridor, and assess the feasibility of key strategies designed to address challenges and opportunities for the corridor. The consultant will prepare appropriate maps, graphics or data to convey the effectiveness of potential strategies as they relate to the corridor.

Task 4-A: Economic Development Strategy

The major corridors within the City of Pompano Beach reflect diverse physical, social and economic characteristics of the city and each have their own separate economic development challenges and opportunities. As such, the economic development strategy for the A1A corridor will be formulated as follows:

Demographic Analysis

The consultant will prepare a demographic and household inventory of the project corridor and surrounding areas. This will entail an assessment of projected demographic shifts that are likely to influence household characteristics along the corridor. The approach is to fully calculate demographic shifts, changing market demands and the impacts on real estate development activity. Key data points include the following:

- Population and household growth
- Household composition
- Household income
- Housing tenure
- Household race and ethnicity

- Household employment characteristics
- Household commuter patterns

Competitive Advantage Analysis

The consultant will apply a competitive advantage analysis to determine the potential economic drivers that can potentially attract private investment and enable business growth, job creation, increased tax revenues and expanded economic opportunities in the A1A corridor. The competitive advantage methodology will first identify the economic advantages and disadvantages of the corridor, local demand conditions and economic opportunities based on the presence of growing and sustainable business sectors, or the likelihood of desirable and competitive businesses locating to the corridor through the enhancement of various factor conditions including site planning, land assemblage, transit, public infrastructure, public service capacity and economic incentives.

Retail/Commercial Uses Analysis

Retail uses are not frequently found along the length of A1A in Broward County. The corridor is largely occupied by residential and hospitality uses of varying density and intensity that are capitalizing on the views of and access to the oceanfront. Seasonal housing units are particularly prevalent here – the areas north and south of East Atlantic Boulevard in Pompano Beach have some of the highest densities of seasonally occupied homes in the county. While the tourists and seasonal residents that predominate in the corridor do need some places to shop and dine, their needs tend to be limited when compared to full-time residents and in most locations are covered by commercial centers to the west of the corridor, typically along US 1 (Federal Highway) and the major east-west routes that intersect it.

But these existing commercial centers are largely auto-oriented and are often not easily accessible from the A1A corridor by other travel modes. With the increasing popularity of walkable places and the massive wave of baby boomer retirement still in its early years, market trends suggest that the potential may exist to add retail and complementary commercial uses (restaurants, bars, etc.) to strategic locations in the corridor. This potential will largely be defined by the ability to create places that are highly accessible by multiple non-auto modes – walking, biking and transit. Such places could potentially succeed by drawing a major portion of their sales support from close-by areas; otherwise, existing auto-oriented centers would likely maintain their primary market position. The East CRA in Pompano Beach occupies a strategic location at the intersection of A1A and Atlantic Boulevard and features parcels ripe for redevelopment. It could be a place where a walkable beach-oriented retail development strategy could be realized.

The consultant will evaluate the potential for increasing the presence of retail and complementary commercial uses in the A1A corridor of Pompano Beach through an analysis of key factors including:

- Demographic profile of residents in prime trade area (walking/biking distance) and comparison with competitive locations
- Evaluation of the key locational characteristics of potential development sites in the corridor – accessibility, parcel configuration and size, adjacent uses, etc.
- Identification and assessment of the primary competitive commercial clusters and current gaps in the local market area's retail mix
- Consideration of the impact of seasonal resident dynamics and the potential capture of spending from outside the study area

- Consideration of active, planned, or potential development projects already in the pipeline for the study area and adjacent communities, and their influence of the corridor's future development potential

The consultant will prepare an interim findings presentation in PowerPoint format that lays out the market-driven economic and land use parameters for additional commercial uses in the A1A corridor. The findings of retail/commercial uses assessment will help shape the recommended implementation strategies of the transformation plan through an integrated planning process.

Deliverables: Economic Development Strategy

Task 4-B: Multimodal Strategy

The consultant will assess committed improvements and planned long-term investments to the transportation infrastructure that will influence travel demand and multimodal conditions in the A1A corridor, including:

- Broward MPO Transportation Improvement Plan
- Broward MPO Long Range Transportation Plan
- City of Pompano Beach Comprehensive Plan
- Broward County Transit Development Plan
- Broward County Roadway Capacity and Level of Service Analysis
- Broward County Trafficways Plan

A consideration of this scope of work is the potential enhancements to transit access to support complete streets treatments and corridor redevelopment. The consultant will evaluate existing transit stops and capital facilities, taking into account ridership patterns and areas of existing and potential future demand.. This information will help determine complementary walk/bike access strategies for transit service, including how transit service relates to public parking locations and potential redevelopment activities.

The consultant will conduct a multimodal gaps and barriers analysis that focuses on walk and bicycle access to destinations along the corridor. A walk analysis will be performed to determine pedestrian routes and connections within 5-minute (approx. ¼ mile) and 10-minute (approx. ½ mile) walksheds of corridor destinations. Census and other relevant data sources will be used to evaluate pedestrian desire lines and interventions in the pedestrian network that can help to overcome barriers or gaps in the network. This evaluation will identify design modifications and complementary treatments that support land use and economic development opportunities along the corridor. It will also help determine appropriate "complete streets" strategies as the project progresses.

Field reviews of A1A and intersecting roads will be conducted to observe urban development patterns and operating conditions, and deficiencies will be noted in terms of roadway (automobiles and trucks), transit, bicycle, pedestrian and parking facilities. Opportunities to improve the transportation network for all users will be identified.

Deliverables: Multimodal Analysis

Task 5: Outcomes

Using all information gathered thus far, this final phase entails development of an integrated Transformation Plan, including recommendations for land use and urban design, multimodal mobility and access, and economic development.

Task 5-A: Transformation Plan

After the Concept Plan has been reviewed by the public (see Task 2: Public Engagement), the consultant will develop the corridor Transformation Plan. Information from the baseline inventories and analysis will be used to identify those constraints that may impede the ability to achieve the desired outcomes, including inconsistent regulations, physical barriers and limitations, market barriers and limitations, incompatible uses, etc.

The Plan will include the complete streets vision for the A1A corridor (depicted through maps, graphics, illustrations and guiding principles) as identified and revised in earlier tasks, including zoning and land use changes, roadway and streetscape recommendations and infrastructure upgrades. It will also include:

- **Public Facilities and Financing** – this element will focus on the public infrastructure and investments needed to both attain the integrity of the vision and attract private investment. It will specify needed facilities and improvements by corridor segment and at key development nodes along each segment. The consultant will identify anticipated project costs for capital projects based on accepted unit costs from prior City, County or state sources. The consultant will coordinate the development of project cost estimates with appropriate city departments as well as the Florida Department of Transportation and Broward County.
- **Private Investment and Financing** – this element will identify alternative economic financing mechanisms and appropriate economic resources that could potentially be used by the City to promote real estate and business development activity along the corridor.

As part of the Transformation Plan QA/QC, the consultant and sub consultant will review and amend the Plan recommendations to ensure that the proposed elements are drawn and described with enough specificity so they may be directly integrated into construction plans. Proposed recommendations can be done in a variety of methods to satisfy specificity, including dimensions and distances, example equivalents, or equivalents based on specific product manufacturers and model numbers.

The Transformation Plan will be presented to city staff for review. Both will help frame the discussion regarding how the Transformation Plan should be structured. The consultant will address any outstanding comments prior to completing the Plan and presenting it to the City Commission for approval.

Task 5-B: Implementation Strategy

The Implementation Strategy will include policy and regulatory recommendations (such as specific zoning or future land use map changes), roadway and streetscape recommendations (including typical cross sections for the corridor by segment) and infrastructure enhancement recommendations. It will also include a checklist of actions and proposed timelines for implementation.

Deliverables: Executive Summary, Transformation Plan, Implementation Strategy, Cost Estimates

The consultant will provide the draft and final plans in electronic (PDF) format. We will provide 10 printed copies for the Planning and Zoning Board workshop and 10 printed copies for the City Commission workshop. We will provide 17 printed and bound copies of the final plan. The native files used in preparing the plan will also be provided electronically (InDesign files with renderings and graphics provided as high resolution JPG, PDF or Adobe Illustrator files).

Task 6: Plan Approval

As the project nears completion, the consultant will prepare a presentation, relaying the desired community outcomes and refined vision for the A1A corridor, and engage the following groups, with comments received being factored into the final recommendations for the Transformation Plan:

Broward MPO

After the desired community outcomes are complete and recommendations are nearing completion, the consultant will brief the Broward MPO staff on the project and address planning and funding opportunities as it relates to complete street multimodal strategies.

Stakeholder Organizations

The consultant will meet with up to three community or neighborhood organizations (as part of their scheduled meetings) to present the draft Transformation Plan. City staff will assist in identifying organizations, and the consultant will make necessary refinements to reflect community input.

Planning and Zoning Board

The consultant will present the draft plan to the Planning and Zoning Board. The presentation will describe the desired outcomes, Transformation Plan components, capital and regulatory changes and public process.

City Commission

After receiving public input and prior to finalizing the plan, the consultant will present the draft plan to the City Commission at a workshop. The presentation will describe the desired outcomes, Transformation Plan key messages, capital projects and policy changes, along with the analytical evidence supporting the recommendations. The consultant will participate in a second presentation will be provided at a City Commission meeting for review and acceptance of the Transformation Plan.

Task 7: Project Coordination with City Staff

The consultant will coordinate with the City's project manager frequently and will participate in monthly progress meetings to provide status on the project and discuss issues and deliverables.

Project Cost

The work will be conducted on a lump sum, percent complete basis, with an invoice and progress report submitted each month based on the percentage of work accomplished. The estimated work effort by task is shown in Attachment B.

If requested by the City, additional services beyond those identified in this scope of services will be reimbursed to the consultant on a time and materials basis, per an approved hourly rate schedule. The City's project manager will authorize such work prior to proceeding. Direct expenses (mileage, rental car, fuel, tolls, per diem, etc.) will be reimbursed at cost. Further, the City may choose to engage the consultant for complementary follow-on services that help implement aspects of the final vision, such as preparation of comprehensive plan amendments and modifications to the Land Development code. These services would be negotiated separately.

Project Schedule

The proposed time frame for the A1A Transformation Plan is nine months from notice to proceed to completion of all documentation and City Commission action. That schedule depends on timely reviews of interim work products and scheduling of key public involvement activities and approval meetings. The tentative schedule for the project is as follows:

Month	Activity Completed
1	Project Initiation, Document Review, Stakeholder Interviews
2	Inventory, Site Reconnaissance, Issues and Opportunities Analysis
3	Advisory Committee Meeting, Working Vision Map, Studio
4	Concept Plan, Advisory Committee Meeting
5	Economic Development Strategy, Multimodal Strategy, Open House
6	Draft Transformation Plan, Draft Implementation Strategy
7	Review Meetings and Workshops, Advisory Committee Meeting
8	Final Transformation Plan, Implementation Strategy
9	City Commission Acceptance



EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/10/2014

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 Leatzow Insurance 500 W. Madison St. - Suite 3000 Chicago, IL 60661	CONTACT NAME Karen Bronson	
	PHONE (312) 930-5556	FAX (866) 741-2778
	EMAIL ADDRESS karen@leatzowinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: New Hampshire Insurance Company	
INSURED Renaissance Planning Group, Inc. 121 South Orange Avenue Suite 1200 Orlando, FL 32801	NAIC # 23841	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			DOES NOT APPLY			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL AND ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Non-owned Autos <input type="checkbox"/> Hired Autos			DOES NOT APPLY			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OED <input type="checkbox"/> RETENTION \$			DOES NOT APPLY			EACH OCCURRENCE \$ AGGREGATE \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A			DOES NOT APPLY			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">WC STATUTORY LIMITS</td> <td style="width: 30%;">OTHER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT \$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT \$		E.L. DISEASE - EA EMPLOYEE \$		E.L. DISEASE - POLICY LIMIT \$	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: A1A Corridor Study

CERTIFICATE HOLDER City of Pompano Beach Attn: Jennifer Gomez PO Box 1300 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 <div style="text-align: right; font-size: 1.2em;"> Karen Bronson LEATZOW INSURANCE </div>
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