

Meeting Date: 7/12/16

Agenda Item 29

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE A ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDED AND RESTATED SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND CRS MAX CONSULTANTS, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.
(Cost: \$23,000. Funded as part of FY 2016 Budget)

Summary of Purpose and Why:

As a participant of the National Flood Insurance Program (NFIP), the city also participates in the Community Rating System (CRS). The City's CRS program is currently reviewed under a manual that was recently revised by FEMA. In the recent years since the adoption of the new manual, all communities have been required to convert to the new manual standards; the City of Pompano Beach will be converting next year (2017) through a verification visit by the Insurance Services Office. In preparation for this verification visit, the Development Services Department intends to contract with CRS Max Consultants, Inc. for Community Rating System (CRS) consultation services. The intent of this scope of services is to both prepare the City for the CRS verification visit next year, and to improve the City's CRS rating Class 7 designation to a Class 6. This class 6 designation will save residents an additional 5% on flood insurance policies. This is an amendment to the original service contract. It requires commission approval due to the length of the contract extending past one year.

- (1) Origin of request for this action: Department of Development Services
- (2) Primary staff contact: Robin M. Bird/ Paola A. West *PAW* Ext. 7780
- (3) Expiration of contract, if applicable: September 30, 2017. Contract is renewable.
- (4) Fiscal impact and source of funding: Cost: \$23,000. Funded as part of FY 2016 Budget

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	6-28-16	Approval	<i>J.D. for RB</i>
City Attorney	6-1-16	<i>CAC #2016-860</i>	<i>Paola A. West</i>
Finance	<i>7-1-16</i>	APPROVE	<i>[Signature]</i>
Budget	<i>7/5/16</i>		<i>[Signature]</i>
Risk Management	<i>7-1-16</i>	Approve	<i>[Signature]</i>

[Signature]
 City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u> 1 st Reading	<u>Resolution</u> 1 st Reading	<u>Consideration</u> Results:	<u>Workshop</u> Results:
_____	_____	_____	_____
2 nd Reading			
_____	_____	_____	_____



City Attorney's Communication #2016-860

June 1, 2016

TO: Paola West, Principal Planner

FROM: Carrie L. Sarver, Assistant City Attorney

RE: Ordinance / Amended and Restated Service Contract
CRS Max Consultants, Inc.

As requested in your e-mail of May 27, 2016, the above-referenced Contract has been revised and is attached at this time along with the appropriate Ordinance captioned as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDED AND RESTATED SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND CRS MAX CONSULTANTS, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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


CARRIE L. SARVER

/jrm
l:cor/dev-srv/2016-860

Attachments

ORDINANCE NO. 2016-_____

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 AMENDED AND RESTATED SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND CRS MAX CONSULTANTS, 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 Amended and Restated Service Contract between the City of Pompano Beach and CRS Max Consultants, Inc., a copy of which Contract 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 Contract.

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 _____, 2016.

PASSED SECOND READING this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
1/25/16
L:ord/2016-112

AMENDED AND RESTATED SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and CRS Max Consultants, Inc., hereinafter referred to as "Contractor."

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

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

WHEREAS, the purpose of this Amended and Restated Service Contract is to amend and restate the original terms of the Service Contract entered into on October 7, 2015 to specify that additional monies may be paid to Contractor if certain goals are met and approved by FEMA related to the services provided herein and more particularly described in the attached Exhibit "A"-Scope of Work; and

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

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

1. 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 consultation and analysis services for the City's conversion to the 2013 CRS Manual upon the terms and conditions herein set forth.

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

4. Term of Contract. This Contract shall be for a two (2) year period. The start of this Agreement shall be October 7, 2015. Contractor shall commence consultation and analysis services for the City's conversion to the 2013 CRS Manual for the City and continue operation through September 30, 2017.

5. Renewal. For purposes of obtaining written notifications from FEMA of any changes in class and for purposes of any additional payment to Contractor pursuant to Paragraph 7 below, this contract shall automatically renew for two (2) additional one (1) year periods. This contract shall terminate upon said final payment by the City related to FEMA's confirmation that City has improved a class.

6. 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 \$18,000. In the event Contractor succeeds in assisting the City to earn a higher class than it currently has, City will pay Contractor an additional bonus of \$5,000 for each class improved, which shall not be due until FEMA officially signifies that this goal has been obtained in writing. Payment of additional funds is conditioned upon the City Commission approving and appropriating such funds in the budget for that fiscal year that payment is requested.

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

Invoices shall be submitted on a monthly basis.

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

10. Disputes.

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

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

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

If to Contractor: Earl King, CFM
Vice President
3331 NW 71st
Coconut Creek, Florida 33073

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

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

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

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

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

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

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

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

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any,

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

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

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

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

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

23. Public Records.

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

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

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

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

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

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

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

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

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

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

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

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, 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"

CRS MAX CONSULTANTS, INC.
a Florida corporation

Witnesses:

Francis Dezeme
Francis Dezeme
(Print or Type Name)

Earl S. King
Earl S. King
(Print or Type Name)

By: Cathy L. King
Print Name: Cathy L. King
Title: President

Business License No. PO6000129205

STATE OF FLORIDA
COUNTY OF BROWARD

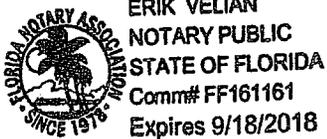
The foregoing instrument was acknowledged before me this 24th day of June, 2016, by Cathy King as President of CRS Max, Consultants, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced PLDL (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Erik Velian
(Name of Acknowledger Typed, Printed or Stamped)

PF161161
Commission Number



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

EXHIBIT "A"

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

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

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

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

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

Abbreviated Scope of Services:

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

Detailed Scope of Services:

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

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

The following activities can be credited under the CRS program:

300 Public Information Activities

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

400 Mapping and Regulations

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

500 Flood Damage Reduction Activities

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

600 Warning and Response

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

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

310 ELEVATION CERTIFICATES—Summary

Maximum credit: 116 points

a. **Maintaining Elevation Certificates (EC):** Up to 38 points for maintaining FEMA Elevation Certificates on all buildings built in the Special Flood Hazard Area (SFHA) after the date of application to the Community Rating System (CRS). All communities applying to the CRS must apply for this element. The community must make copies of the certificates available to all inquirers.

b. **Maintaining Elevation Certificates for post-FIRM buildings (ECPO):** Up to 48 points for maintaining Elevation Certificates on buildings built before the date of application to the CRS but after the initial date of the Flood Insurance Rate Map (FIRM).

c. **Maintaining Elevation Certificates for pre-FIRM buildings (ECPR):** Up to 30 points for maintaining Elevation Certificates on buildings built before the initial date of the FIRM.

Credit Criteria

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

a. The community must maintain completed Elevation Certificates showing the “finished construction” elevations for all buildings constructed or substantially improved in the SFHA during the period credited.

b. For floodproofed buildings, a FEMA Floodproofing Certificate is needed instead of an Elevation Certificate. Other certificates may be needed in coastal high hazard areas and for floodproofed residential basements.

c. The community must ensure that the certificates are complete and the information correct.

d. The community must make copies of Elevation Certificates readily available to anyone upon request.

Impact Adjustment

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

CRS Max Consultants Scope of Services Description

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

320 MAP INFORMATION SERVICE—Summary

Maximum credit: 90 points

322 Elements

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

Credit Criteria

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

Impact Adjustment

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

Documentation Provided by the Community

The documentation needed for this activity is described in Section 325

CRS Max Consultants Scope of Services Description

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

330 OUTREACH PROJECTS—Summary

Maximum credit: 350 points

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

332 Elements

- a. **Outreach projects (OP):** Up to 200 points for designing and carrying out public outreach projects. Credits for individual projects may be increased if the community has a Program for Public Information (PPI).
 - b. **Flood response preparations (FRP):** Up to 50 points for having a preflood plan for public information activities ready for the next flood. Credits for individual projects may be increased by the PPI multiplier.
 - c. **Program for Public Information (PPI):** Up to 80 points added to OP credits and up to 20 points added to FRP credits, for projects that are designed and implemented as part of an overall public information program.
- NOTE:** A Program for Public Information can help design an entire public information program, not just outreach projects. A PPI that covers other types of public information endeavors, such as a website and technical assistance, can result in increased credit under other activities.*
- d. **Stakeholder delivery (STK):** Up to 50 points added to OP credits for having information disseminated by people or groups from outside the local government.

Credit Criteria

Each element has a separate section describing credit criteria.

Impact Adjustment

There is no impact adjustment for this activity.

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

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

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

340 HAZARD DISCLOSURE—Summary

Maximum credit: 80 points

342 Elements

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

Credit Criteria

Each element has a separate section discussing credit criteria.

Impact Adjustment

There is no impact adjustment for this activity.

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

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

350 FLOOD PROTECTION INFORMATION—Summary

Maximum credit: 125 points

352 Elements

- a. **Flood protection library (LIB):** 10 points for having 10 Federal Emergency Management Agency publications on flood protection topics housed in the public library.
- b. **Locally pertinent documents (LPD):** Up to 10 points for having additional references on the community's flood problem or local or state floodplain management programs housed in the public library.
- c. **Flood protection website (WEB):** Up to 76 points for providing flood protection information via the community's website. An additional 29 points are provided if the website is part of a Program for Public Information (credited under Activity 330 (Outreach Projects)). There are four ways to receive credit under this element:
 - WEB1:** for providing more information on the messages conveyed in the community's outreach projects credited under Activity 330 (Outreach Projects).
 - WEB2:** for providing information on warning, safety, evacuation, and other topics of immediate concern when a flood threatens.
 - WEB3:** for posting or linking real-time gage information so users can see current water levels and, where available, flood height predictions.
 - WEB4:** for posting Elevation Certificates or the data from Elevation Certificates.

Credit Criteria

Each element has a separate section discussing credit criteria.

Impact Adjustment

There is no impact adjustment for this activity.

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

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

360 FLOOD PROTECTION ASSISTANCE—Summary

Maximum credit: 110 points

362 Elements

a. **Property protection advice (PPA):** Up to 25 points for providing one-on-one advice about property protection (such as retrofitting techniques and drainage improvements). An additional 15 points are provided if the assistance program is part of a Program for Public Information (credited under Activity 330 (Outreach Projects)).

b. **Protection advice provided after a site visit (PPV):** Up to 30 points if the property protection advisor makes a site visit before providing the advice. An additional 15 points are provided if the site visit procedures are part of a Program for Public Information credited under Activity 330 (Outreach Projects).

c. **Financial assistance advice (FAA):** 10 points for providing advice on financial assistance programs that may be available. An additional 5 points are provided if the financial assistance advisory service is part of a Program for Public Information credited under Activity 330 (Outreach Projects).

d. **Advisor training (TNG):** 10 points if the person providing the advice has graduated from the EMI courses on retrofitting or grants programs.

Credit Criteria

Each element has a separate section discussing credit criteria.

Impact Adjustment

There is no impact adjustment for this activity.

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

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

370 FLOOD INSURANCE PROMOTION—Summary

Maximum credit: 110 points

372 Elements

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

Credit Criteria

Each element has a separate section discussing credit criteria.

Impact Adjustment

There is no impact adjustment for this activity.

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

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

410 Floodplain Mapping—Summary

Maximum credit: 802 points

412 Elements

Floodplain mapping (MAP) credit is based on

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

Credit Criteria

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

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

Impact Adjustment

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

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

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

420 Open Space Preservation—Summary

Maximum credit: 2,020 points

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

422 Elements

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

Credit Criteria

Each element has a separate section discussing credit criteria.

Impact Adjustment

Each element has a separate section describing the impact adjustment.

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

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

430 Higher Regulatory Standards—Summary

Maximum credit: 2,042 points

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

432 Elements

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

Credit Criteria

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

Impact Adjustment

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

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

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

440 FLOOD DATA MAINTENANCE—Summary

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

442 Elements

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

Credit Criteria

Each element has a separate section discussing credit criteria.

Impact Adjustment

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

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

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

450 STORMWATER MANAGEMENT—Summary

Maximum credit: 755 points

452 Elements

a. **Stormwater management regulations (SMR):** Up to 380 points for regulating development on a case-by-case basis to ensure that the peak flow of stormwater runoff from each site will not exceed the predevelopment runoff. SMR credit is the sum of four sub-elements:

(1) Size of development regulated (SZ): Up to 110 points.

(2) Design storms used in regulations (DS): Up to 225 points.

(3) Low-impact development (LID): Up to 25 points.

(4) Public maintenance of required facilities (PUB): Up to 20 points.

b. **Watershed master plan (WMP):** Up to 315 points for regulating development according to a watershed management master plan. WMP is the total of eight sub-elements.

c. **Erosion and sedimentation control regulations (ESC):** Up to 40 points for regulations to minimize erosion from land disturbed due to construction or farming.

d. **Water quality regulations (WQ):** 20 points for regulations that improve the quality of stormwater runoff.

Credit Criteria

Each element has a separate section discussing credit criteria.

Impact Adjustment

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

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

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

502 Repetitive Loss Category

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

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

502.a. The Categories

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

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

CRS Max Consultants Scope of Services Description

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

510 FLOODPLAIN MANAGEMENT PLANNING—Summary

Maximum credit: 622 points

512 Elements

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

Step 1. Organize

Step 2. Involve the public

Step 3. Coordinate

Step 4. Assess the hazard

Step 5. Assess the problem

Step 6. Set goals

Step 7. Review possible activities

Step 8. Draft an action plan

Step 9. Adopt the plan

Step 10. Implement, evaluate, revise.

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

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

Credit Criteria

Each element has a separate section discussing credit criteria.

Impact Adjustment

The impact adjustments for FMP and RLAA are described in separate sections.

There is no impact adjustment for NFP.

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

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

520 ACQUISITION AND RELOCATION—Summary

Maximum credit: 2,250 points

522 Elements

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

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

Credit Criteria

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

Impact Adjustment

There is no impact adjustment for this activity.

Documentation Provided by the Community

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

CRS Max Consultants Scope of Services Description

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

530 FLOOD PROTECTION—Summary

Maximum credit: 1,600 points

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

532 Elements

a. **Flood protection project technique used (TU_)**: Credit is provided for retrofitting techniques or flood control techniques.

Retrofitting technique used: Points are provided for the use of elevation (TUE), dry floodproofing (TUD), wet floodproofing (TUW), protection from sewer backup (TUS), and barriers (TUB)

Structural flood control technique used: Points are provided for the use of channel modifications (TUC), and storage facilities (TUF).

b. **Flood protection improvement (FPI)**: Credit points are determined for the difference between the level of flood protection provided before and after the project.

c. **Protected buildings (PB)**: The value of TU is multiplied by the value of FPI for each building and used in the credit calculation.

Credit Calculation

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

Impact Adjustment

There is no impact adjustment for this activity.

Documentation Provided by the Community

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

CRS Max Consultants Scope of Services Description

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

540 DRAINAGE SYSTEM MAINTENANCE—Summary

Maximum credit: 570 points

542 Elements

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

Credit Criteria

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

Impact Adjustment

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

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

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

610 FLOOD WARNING AND RESPONSE—Summary

Maximum credit: 395 points

612 Elements

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

Credit Criteria

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

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

Impact Adjustment

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

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

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

620 LEVEES—Summary

Maximum credit: 235 points

622 Elements

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

Credit Criteria

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

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

Impact Adjustment

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

CRS Max Consultants Scope of Services Description

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

630 DAMS—Summary

Maximum credit: 160 points

632 Elements

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

Credit Criteria

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

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

Impact Adjustment

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

Documentation Provided by the Community

Each element has a separate section describing needed documentation.

CRS Max Consultants Scope of Services Description

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

Exhibit 1

City of Pompano Beach

CRS Activities Spreadsheet

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

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

Activity	Activity Description	Month 9			Month 10		
		Total Cost	Percent Completed	Fee	Total Cost	Percent Completed	Fee
310	Elevation Certificates	\$ 3,000	10	\$ 300	15	\$ 450	
320	Map Information Service	\$ 500	5	\$ 25	10	\$ 50	
330	Outreach Projects	\$ 4,000	10	\$ 400	10	\$ 400	
340	Hazard Disclosure	\$ 100		\$ -	10	\$ 10	
350	Flood Protection Information	\$ 700		\$ -		\$ -	
360	Flood Protection Assistance	\$ 200		\$ -		\$ -	
370	Flood Insurance Promotion	\$ 500	10	\$ 50		\$ -	
410	Floodplain Mapping	\$ 200		\$ -		\$ -	
420	Open Space	\$ 1,000	40	\$ 400	15	\$ 150	
430	Higher Regulatory Standards	\$ 2,000		\$ -		\$ -	
440	Flood Data Maintenance	\$ 100		\$ -		\$ -	
450	Stormwater Management	\$ 1,000	20	\$ 200	20	\$ 200	
510	Floodplain Mgmt. Planning	\$ 1,500		\$ -	10	\$ 150	
520	Acquisition and Relocation	\$ 100		\$ -		\$ -	
530	Flood Protection	\$ 100		\$ -		\$ -	
540	Drainage System Maintenance	\$ 2,000	10	\$ 200	10	\$ 200	
610	Flood Warning and Response	\$ 1,000		\$ -	10	\$ 100	
		\$ 18,000		\$ 1,575		\$ 1,710	

EXHIBIT "B"



10-09-2008

ALEX SINK
CHIEF FINANCIAL OFFICER

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

* * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * *

NON-CONSTRUCTION INDUSTRY EXEMPTION

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

EFFECTIVE DATE: 10/09/2008 EXPIRATION DATE: N/A

PERSON: KING EARL S III

FEIN: 205696057

BUSINESS NAME AND ADDRESS:

CRS MAX CONSULTANTS INC
3331 NW 71ST STREET
COCONUT CREEK FL 33073

APPROVED
RISK MANAGEMENT
ON: 9/11/15
BY: C. Lawrence

SCOPES OF BUSINESS OR TRADE:

1- CONSULTANT / MANAGEMENT

IMPORTANT: Pursuant to Chapter 440 . 05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

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

QUESTIONS? (850) 413-1609

PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

<p>STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION NON-CONSTRUCTION INDUSTRY CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW</p>  <p>EFFECTIVE: 10/09/2008 EXPIRATION DATE: N/A</p> <p>PERSON: EARL S KING III</p> <p>FEIN: 205686057</p> <p>BUSINESS NAME AND ADDRESS: CRS MAX CONSULTANTS INC 3331 NW 71ST STREET COCONUT CREEK, FL 33073</p> <p>SCOPE OF BUSINESS OR TRADE: 1- CONSULTANT / MANAGEMENT</p>	<p>IMPORTANT</p> <p>F Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.</p> <p>O</p> <p>L Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt.</p> <p>H</p> <p>E</p> <p>R</p> <p>E Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.</p> <p>QUESTIONS? (850) 413-1609</p>
--	--

CUT HERE

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/11/2015

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

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

PRODUCER Brightway Insurance P.O. Box 5700 Jacksonville FL 32247	CONTACT NAME: Commercial Services
	PHONE (A/C No. Ext): (904) 483-3583 FAX (A/C No): (904) 322-5928 E-MAIL ADDRESS: commercial@brightway.com
INSURED CRS Max Consultants, Inc. 3331 Nw 71st Street Coconut Creek FL 33073	INSURER(S) AFFORDING COVERAGE INSURER A: Covington Specialty Insurance INSURER B: Lloyd's Of London INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1552617887 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	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	VBA328417	9/4/2015	9/4/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		APPROVED RISK MANAGEMENT ON: BY: gletts C. Lawrence			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	(Errors & Omissions) Professional Liability		MPL1398553.15	1/8/2015	1/8/2016	Aggregate \$2,000,000 Limit per Occurrence \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)
City of Pompano Beach is named as an Additional Insured in regards to General Liability

CERTIFICATE HOLDER

CANCELLATION

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

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

Pedro Fred/JOSMOR

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 7th day of October, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and CRS Max Consultants, Inc., hereinafter referred to as "Contractor."

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

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

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

1. 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 consultation and analysis services for the City's conversion to the 2013 CRS Manual upon the terms and conditions herein set forth.
3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.
4. Term of Contract. This Contract shall be for a one (1) year period. The start of this Agreement shall be _____, 2015. Contractor shall commence consultation and analysis services for the City's conversion to the 2013 CRS Manual for the City and continue operation through September 30, 2016.
5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City shall have the option to renew this contract for an additional period one (1) year, provided that City will provide notification within sixty (60) days of termination date of its intention.
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 \$18,000. *

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

Invoices shall be submitted on a monthly basis.

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

10. Disputes.

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

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

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

If to Contractor: Earl King, CFM
Vice President
3331 NW 71st
Coconut Creek, Florida 33073

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

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

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

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake,

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

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

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

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

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

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

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

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

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be

subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

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

23. Public Records.

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

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

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

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

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

Witnesses:

CITY OF POMPANO BEACH

Betty J. Morris

By:

Lamar Fisher
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By:

Dennis W. Beach
DENNIS W. BEACH, CITY MANAGER

Attest:

Asceleta Hammond
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: [Handwritten Signature]

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 7th day of October, 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:



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874895
Expires 2/14/2017

[Handwritten Signature]
NOTARY PUBLIC, STATE OF FLORIDA

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

Commission Number

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

“CONTRACTOR”

CRS max Consultants, Inc
(Print name of company)

Witnesses:

Earl S. King

Earl S. King
(Print or Type Name)

Alina MCFarland

Alina MCFARLAND
(Print or Type Name)

By: Cathy L King

Print Name: Cathy L. King

Title: President

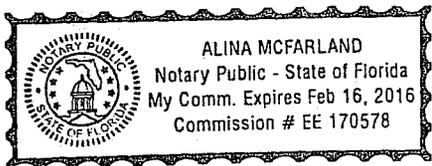
Business License No. 20-5696057

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 25th day of September, 2015, by Cathy L King as President of CRS Max, Consultants, Inc., A Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced FLORIDA DRIVER LICENSE (type of identification) as identification.

NOTARY'S SEAL:



Alina MCFarland
NOTARY PUBLIC, STATE OF FLORIDA

Alina MCFARLAND
(Name of Acknowledger Typed, Printed or Stamped)

EE 170578
Commission Number

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



The experts in CRS rate improvement

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

Statement of Experience:

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

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

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

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

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

Scope of Services:

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

Quote for Services:

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

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



Exhibit B

10-09-2008

ALEX SINK
CHIEF FINANCIAL OFFICER

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

* * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * *

NON-CONSTRUCTION INDUSTRY EXEMPTION

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

EFFECTIVE DATE: 10/09/2008 EXPIRATION DATE: N/A
PERSON: KING EARL S III
FEIN: 205696057

BUSINESS NAME AND ADDRESS:
CRS MAX CONSULTANTS INC
3331 NW 71ST STREET
COCONUT CREEK FL 33073

APPROVED
RISK MANAGEMENT
ON:
BY: C. Lawrence

SCOPES OF BUSINESS OR TRADE:
1- CONSULTANT / MANAGEMENT

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

QUESTIONS? (850) 413-1609

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

PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

<p>STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION NON-CONSTRUCTION INDUSTRY CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW</p>		<p>IMPORTANT</p> <p>F Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.</p> <p>H Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt.</p> <p>E Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.</p>
<p>EFFECTIVE: 10/09/2008 EXPIRATION DATE: N/A PERSON: EARL S KING III FEIN: 205686057 BUSINESS NAME AND ADDRESS: CRS MAX CONSULTANTS INC 3331 NW 71ST STREET COCONUT CREEK, FL 33073 SCOPE OF BUSINESS OR TRADE: 1- CONSULTANT / MANAGEMENT</p>		<p>QUESTIONS? (850) 413-1609</p>

CUT HERE

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

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

Exhibit B



CERTIFICATE OF INSURANCE

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

- This certifies that: STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
 STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
 STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
 STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: CRS MAX CONSULTANTS INC							
ADDRESS OF NAMED INSURED: 3331 NW 71 ST STREET, COCONUT CREEK, FL 33073-4806							
POLICY NUMBER	145 6530-F20-59						
EFFECTIVE DATE OF POLICY	7/18/15-1/18/16						
DESCRIPTION OF VEHICLE (Including VIN)	2007 HONDA CIVIC 2HGFG126x7h568728						
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY							
a. Bodily Injury	1 MILLION						
Each Person							
Each Accident	1 MILLION						
b. Property Damage	1 MILLION						
Each Accident							
c. Bodily Injury & Property Damage Single Limit							
Each Accident							
PHYSICAL DAMAGE COVERAGES							
a. Comprehensive	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500.00 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible					
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500.00 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible					
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

APPROVED
RISK MANAGEMENT
ON:
BY: *g. j. [unclear]*
C. Lawrence

Antonina C Espey AGENT 2716 7/28/2015
 Signature of Authorized Representative Title Agent's Code Number Date

Name and Address of Certificate Holder	Name and Address of Agent
City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, Florida 33060	ANTONIA C ESPEY, AGENT STATE FARM INSURANCE 5300 W. HILLSBORO BLVD., SUITE 102 COCONUT CREEK, FL 33073 954-426-1605 Fax: 954-426-3717

INTERNAL STATE FARM USE ONLY: Request permanent Certificate of Insurance for liability coverage.
 Request Certificate Holder to be added as an Additional Insured.
 122429.3 Rev. 07-28-2005