

**POMPANO BEACH  
COMMUNITY REDEVELOPMENT AGENCY**

9

Meeting Date: July 17, 2018

Agenda Item \_\_\_\_\_

**REQUESTED CRA BOARD ACTION:**

Resolution(s)     Consideration     Approval     Other

**SHORT TITLE OR MOTION:**    RECOMMENDATION OF AROUND THE DINNER TABLE, LLC TO PLAN, PROGRAM AND MANAGE THE CULINARY KITCHEN INCUBATOR PROGRAM AT THE E. PAT LARKINS COMMUNITY CENTER, 520 MLK JR. BOULEVARD, POMPANO BEACH, FLORIDA, 33060

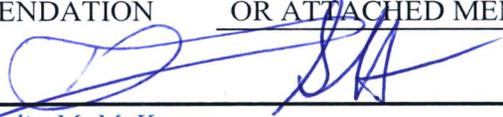
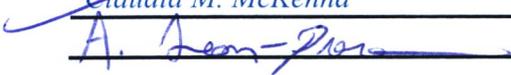
**Summary of Purpose and Why:**

This item is a recommendation for Around The Dinner Table, LLC to plan, program and manage the Culinary Kitchen Incubator Program at the E. Pat Larkins Community Center, 520 MLK Jr. Boulevard, Pompano Beach, Florida, 33060. The objective of the Program is to provide culinary entrepreneurial business workshops mitigating typical challenges such as issues related to facility costs and regulatory compliance procedures, provide assistance with the application for health regulations and licensing. The Program includes providing access to the kitchen space to grow culinary businesses with shared workspace, equipment and business advice. The manager will develop the premises as an income generating commercial kitchen where food trucks and other food service providers can rent to prepare food and offer children culinary programming.

Staff recommends Approval.

**QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:**

- (1) Origin of request for this action:    Staff
- (2) Primary staff contact:    Nguyen Tran / Dahlia Baker    Ext. 7866
- (3) Expiration of contract, if applicable:    N/A
- (4) Fiscal impact and source of funding:    N/A

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER</u>
<input checked="" type="checkbox"/> CRA Executive Director			
<input checked="" type="checkbox"/> CRA Attorney			<u>Claudia M. McKenna</u>
<input checked="" type="checkbox"/> Finance Director			

**ACTION PREVIOUSLY TAKEN BY CRA BOARD:**

<u>Resolution</u>	<u>Consideration</u>	<u>Other:</u>
Results: _____	Results: _____	Results: _____
_____	_____	_____



P. O. Drawer 1300  
Pompano Beach, FL 33061

Phone: (954) 786-5535  
Fax: (954) 786-7836

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## MEMORANDUM

**DATE:** July 17, 2018

**TO:** Pompano Beach CRA Board

**THRU:** Gregory P. Harrison, Executive Director

**FROM:** Dahlia Baker, Workforce Programs Director

**SUBJECT:** Culinary Kitchen Incubator Program Manager

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### Background

This item is a recommendation for a manager to plan, program and manage the Culinary Kitchen Incubator Program at the E. Pat Larkins Community Center, 520 MLK Jr. Boulevard, Pompano Beach, Florida, 33060.

Over the past year, the Pompano Beach CRA has been actively pursuing a Culinary Kitchen Incubator Program based on feedback from the NW community and noting that the State of Florida, according to Enterprise Florida, the Official Economic Development Organization for the State, lists leisure and hospitality, which includes culinary, as one of the industry forecasted for economic growth.

In June 2017, the CRA received interests from two individuals to run the Kitchen. In an effort to encourage greater participation and for transparency; on July 10, 2017, at the NW Advisory Committee meeting, CRA staff reported the interests and mentioned once it has all the approvals for the Kitchen in place, an RFP would be advertised for a manager of the Kitchen and asked the Committee for recommendations for a Selection Committee. On July 18, 2017, the Pompano Beach CRA Board approved a license agreement between the City and CRA for the use of the E. Pat Larkins Community Center for the establishment of a Culinary Kitchen Incubator Program. The companion item was approved at the Pompano Beach City Commission meeting on July 25, 2017. Staff then asked the Purchasing Department to develop a RFP, which was distributed to the NW Advisory Committee at the end of its summer break and distributed to the Selection Committee for input, the final RFP was advertised on September 27, 2017. The RFP closed on October 25<sup>th</sup>, with no proposals received. CRA Staff then reached out to the original two proposers from June. One was no longer interested and the other was presented for discussion at the CRA Board meeting of January 16, 2018.

The CRA Board directed staff to reissue the RFP, which was executed and closed with two unresponsive proposers on March 7, 2018. Since then, staff has reached out to the two (2) proposers and accepted four (4) other unsolicited proposals.



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The NW Advisory Committee served as the Selection/Evaluation Committee in the workshop of June 13, 2018 to recommend the most qualified firm(s) and presented its findings at the end of the workshop based on the Scope of Services.

NW CRA Advisory Committee recommendation is to award the Culinary Kitchen Incubator Program Manager to Around the Dinner Table, LLC.

Board approval of Around the Dinner Table, LLC. is requested at this time along with the companion service agreement

Recommendation:

Staff Recommends Approval

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**

**A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING SELECTION OF AROUND THE DINNER TABLE LLC AS THE CULINARY KITCHEN INCUBATOR PROGRAM (THE PROGRAM) MANAGER AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A SERVICE AGREEMENT BETWEEN THE CRA AND AROUND THE TABLE LLC TO PROVIDE MANAGERIAL SERVICES FOR THE PROGRAM; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

**SECTION 1.** Around the Dinner Table LLC is hereby selected as the manager of the Culinary Kitchen Incubator Program (the Program).

**SECTION 2.** The proper officials are hereby authorized to execute a service agreement between the CRA and Around the Dinner Table LLC to provide managerial services for the Program.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of July, 2018.

\_\_\_\_\_  
**LAMAR FISHER, CHAIRPERSON**

**ATTEST:**

\_\_\_\_\_  
**MARSHA CARMICHAEL, SECRETARY**

# SERVICE CONTRACT

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**THIS AGREEMENT** is made and entered into this 17 day of July, 2018, by the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as “CRA” and AROUND THE DINNER TABLE, LLC., a limited liability company, hereinafter referred to as “Contractor.”

**WHEREAS**, CRA 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 CRA 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. CRA hereby contracts with Contractor to provide plan, program and manage the Culinary Kitchen Incubator Program services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit “A” (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof. CRA budgeted additional funds to support the Culinary Kitchen Incubator Program operations in marketing, start-up expense and miscellaneous to be managed by the CRA as set forth in Exhibit “C” (Budget Items), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event CRA determines the Contractor to be in full compliance with this contract and Contractor’s performance to be satisfactory, then CRA, with CRA Board approval, shall have the option to renew this contract for an additional period of one (1) year upon the written consent of both the CRA and the Contractor, and provided that CRA will provide notification within sixty (60) days of termination date of its intention.

6. Maximum Obligation. CRA 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 CRA in writing, Contractor will continue to provide services as specified in Exhibit “A” for the term of the contract.

7. Price Formula. CRA agrees to pay Contractor for performance of the services set forth in this Agreement the total amount of \$40,000, payable as follows:

**Payment not to exceed Fixed Fee of \$3,333.30 per month.**

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

Invoices shall be submitted on a monthly basis.

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

10. Disputes.

A. Any factual disputes between CRA and the Contractor in regard to this Agreement shall be directed to the CRA Executive Director for the CRA, 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:**       Around the Dinner Table, LLC.  
1915 NW 5th Way  
Pompano Beach, FL 33060

**If to CRA:**               Pompano Beach Community Redevelopment Agency  
CRA Executive Director  
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 CRA, and CRA 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 CRA 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 CRA.

16. Indemnity. The Contractor shall defend, indemnify and hold the CRA, 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 CRA. 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 CRA, 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 CRA 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 CRA 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 CRA. 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 CRA, 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 CRA.

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 CRA. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with CRA 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 Pompano Beach Community Redevelopment Agency 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 CRA in order to perform the service.

2. Upon request from the CRA's custodian of public records, provide the CRA 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 CRA.

4. Upon completion of the contract, transfer, at no cost to the CRA, all public records in possession of the Contractor, or keep and maintain public records required by the CRA to perform the service. If the Contractor transfers all public records to the CRA 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 CRA, upon request from the CRA's custodian of public records in a format that is compatible with the information technology systems of the CRA.

B. Failure of the Contractor to provide the above described public records to the CRA 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:**

### **CRA CLERK**

**100 W. Atlantic Blvd., Suite 253**

**Pompano Beach, Florida 33060**

**(954) 786-5535**

**[marsha.carmichael@copbfl.com](mailto:marsha.carmichael@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 CRA 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 CRA 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 CRA 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.

Signed, Sealed and Witnessed  
In the Presence of:

**POMPANO BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

\_\_\_\_\_

By: \_\_\_\_\_

Lamar Fisher, Chairman

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Marsha Carmichael, Secretary

**EXECUTIVE DIRECTOR:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Gregory P. Harrison

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by LAMAR FISHER, as Chairman, GREGORY P. HARRISON, as Executive Director, and MARSHA CARMICHAEL, as Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**“CONTRACTOR”**

\_\_\_\_\_  
AROUND THE DINNER TABLE, LLC.

Witnesses:

\_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business License No. \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of Around the Dinner, Table, LLC, a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY’S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

l:agr/genl srvs/service contract

# EXHIBIT A

## Introduction/Background

The Culinary Kitchen Incubator Program at the E. Pat Larkins Center will offer, through a series of workshops, to future culinary entrepreneur's assistance in business services, food and supply procurement, necessary licensing requirements and provide assistance and guidance with compliance with health regulations.

## Objective

The objective of this Program is to provide culinary entrepreneurial business workshops mitigating typical challenges such as issues related to facility costs and regulatory compliance procedures, provide assistance with the application for health regulations and licensing. The Program includes providing access to the kitchen space to grow culinary businesses with shared workspace, equipment and business advice.

## Scope of Services

This program shall utilize either the (B side, west) or (A-stage side) and the kitchen area of the E. Pat Larkins Center located at 520 MLK Blvd, Pompano Beach, FL 33060. The Culinary Kitchen Program Manager shall provide instruction including, but not limited to:

- Operational business services
- Food and supply procurement
- Best practices in the kitchen, to include preparation, cooking, and sanitation
- Food plating, packaging, and marketing instruction
- Overview of facility costs
- Regulatory compliance

Culinary Kitchen Program Manager shall:

- Write an 8-week curricula addressing the needs and developmental pathway. This 8-week program should have support materials for all areas.
- Perform at least one series of a minimum of 8 workshops for adults on Wednesdays between the hours of 5:30pm and 9:00pm per quarter
- Provide program progress report to the CRA quarterly
- Organize homework, and track attendees progress
- Perform at least one series of children's programming once per year
- Perform on-going technical assistance to workshop alumni
- Assist in the application process for health regulations and licensing
- Collaborate with area schools, students and culinary programs
- Develop and operate the premises as an income generating commercial kitchen where food trucks and other food service providers can rent to prepare food

## **EXHIBIT B**

### **Insurance**

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the CRA.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to CRA staff responsible for oversight of the subject project/contract.

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

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

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

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

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance.

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

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

**Type of Insurance**

**Limits of Liability**



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**PROFESSIONAL LIABILITY**

Per Occurrence Aggregate

\_\_\_ \* Policy to be written on a claims made basis            \$1,000,000        \$1,000,000

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c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of four (4) years unless terminated sooner by the applicable statute of limitations.

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**CYBER LIABILITY**

Per Occurrence Aggregate

\_\_\_ \* Policy to be written on a claims made basis            \$3,000,000        \$3,000,000

- \_\_\_ Network Security / Privacy Liability
- \_\_\_ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
- \_\_\_ Technology Products E&O - \$3,000,000 (only applicable for vendors supplying technology related services and or products)
- \_\_\_ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

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

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

- a. Certificates of Insurance evidencing the required coverage;
- b. Names and addresses of companies providing coverage;
- c. Effective and expiration dates of policies; and
- d. A provision in all policies affording CRA thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

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

6. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CRA, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then

CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The successful proposer shall furnish to the CRA the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

## Exhibit C

### Around the Dinner Table, LLC.

#### BUDGET ITEMS

<b>Staff /Expense</b>	<b>Estimated</b>
Gladys Cameron/Program Manager	\$ 10,000.00
Willie Cameron/Operations Manager	\$ 10,000.00
Kayla Smith/Marketing Expert	\$ 10,000.00
Gail Adger/Culinary Expert	\$ 10,000.00
<b>Total</b>	<b>\$ 40,000.00</b>

#### Advertisement (CRA to manage Vendor/POs)

Marketing Budget	\$ 10,000.00
<b>Total</b>	<b>\$ 10,000.00</b>

#### Start Up Expenses (CRA to manage Vendor / POs)

Food Handlers Certificate	\$ 3,100.00
Office Supplies	\$ 3,500.00
Equipment – CRA To Own (pots, pans, racks etc.)	\$ 10,000.00
<b>Total</b>	<b>\$ 16,600.00</b>

<b>Miscellaneous (CRA to manage Vendor / POs)</b>	<b>\$5,000.00</b>
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#### TOTAL EXPENSES

	<b>Estimated</b>
	<b>\$ 71,600.00</b>