



THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

RENEWAL OF CONTRACT

January 16, 2018

tyfwilson@tmail.com

Tyra Robertson
Real Estate Agent & Manager
TW Realty, LLC
115 E Granada Blvd, Suite 12
Ormond Beach, FL 32176

* Begins = March 18
1,250.00
* Darron Innesse
March = 18
But NOT first
pay
period
in
March

Dear Tyra,

City Contract to the Contract dated 3/19/2015, providing for Daytona Beach Pier Property Management by TW Realty, LLC expires on 3/18/2018. This contract will not exceed \$ 36,000.

Pursuant to Section 7 of the Contact documents, the City of Daytona Beach hereby gives notice that it desires to renew the Contract for the term of 3 year(s) beginning 3/19/2018 and ending 3/18/2021 under the same terms and conditions, including fee structure.

Section 6. MAINTENANCE REIMBURSEMENT. Subject to the conditions below, the CITY will reimburse MANAGER on a monthly basis for the actual, direct costs incurred by MANAGER in having MANAGER's maintenance personnel provide on-site maintenance. The actual, direct costs will consist of (i) the hourly labor rate paid by MANAGER to the personnel performing maintenance services on-site, subject to the maximum on such rates set forth below, and (ii) MANAGER's pro rata cost of employee's taxes and insurance, including worker's compensation insurance, allocable to work performed at the Pier. MANAGER will be required to provide the CITY a written monthly invoice showing the hours worked by each maintenance worker who Pier Property Management Contract 2015 2 worked on-site, compared to the total hours worked by each such worker that month; plus satisfactory proof of reimbursable costs such as taxes and insurance. Payment will be due 30 days after the CITY's receipt and approval of the invoice. The hourly labor rate for maintenance service will not exceed \$10.00/hour; provided that beginning on the first anniversary of the Effective Date and annually thereafter, this hourly rate will be adjusted annually by the lesser of 3% of the then current hourly rate or the annual percentage change in the Consumer Price Index, All Urban Consumers, Southern Region, All Items (1982 - 1984 = 100), published by the Bureau of Labor Statistics of the U.S. Department of Labor, for the period from January 1 through December 31 of the year prior to the year in which the adjustment is made.

Section 7. MANAGEMENT FEE. In addition to the Maintenance Reimbursement above, the CITY will pay MANAGER a monthly Management Fee. The Management Fee will equal



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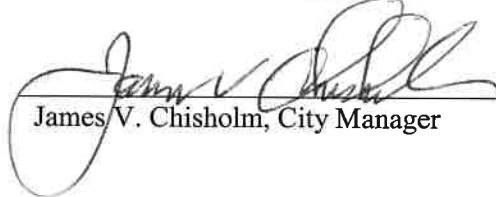
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\$1,100.00 per month during the Initial Term; and if applicable will equal \$1,250.00 per month during the Renewal Term. This Fee will be paid monthly, in arrears, and will be due 30 days after the CITY's receipt and approval of MANAGER'S invoice.

Please indicate your agreement to extending this Contract for the term stated above by signing below.
Must be signed by an officer of the company.

CITY OF DAYTONA BEACH:


James V. Chisholm, City Manager

1-17-18

Date

C: John Drago, Business Enterprise Management Director



The City of Daytona Beach Support Services Department

TO: James V. Chisholm, City Manager

THRU: Gary Shimun, Deputy City Manager

FROM: Bob Goldberg, Sr., City Internal Auditor

DATE: March 6, 2015

SUBJECT: **Daytona Beach Pier Property Management and Maintenance Contract**

REQUEST

Support Services request the City Commission approve a resolution for a property management and maintenance contract for the pier with TW Realty, LLC, with the following provisions:

- Award a three year contract with one three year renewal to TW Realty, LLC, 115 East Granada Boulevard, Suite 12, Ormond Beach, FL 32176.
- Approve an expenditure of \$15,000.00 for FY 2014-2015.
- Authorize the City Manager to exercise the renewal option subject to budget appropriations.

PURPOSE

The purpose of this board item is provide property management and maintenance services for the pier.

CONSIDERATION

The City has retained the services of TW Realty, LLC, for the past three years to deliver comprehensive property management and maintenance services for the pier. The City has been very pleased with this company's attention to detail relative to pier management and maintenance.

The negotiated contract for management and maintenance services include the following basic services:

- Collect and process all rents due to the City.
- Act as Liaison between Tenants and City to resolve issues.
- Forward to the City all monthly and annual gross sales statements from Joe's Crab Shack.
- Respond to tenant complaints.
- Notifying tenants of any annual increases to their rent and timely payment of their taxes.
- Perform minor repairs to the Pier, not to exceed \$100.00 per occurrence.
- Provide routine maintenance activities on the pier and receive a weekly reimbursement estimated to be \$300.00.

The City will pay TW Realty a monthly management fee of \$1,100.00 per month during the initial three year term and \$1,250.00 per month for the renewal term. The City also has the right to terminate this Contract without cause upon 120 days written notice or immediately for cause.

FUNDING

Funds are available in the Pier Operations Professional Services – Management account 480-110550-575-531015-000000.

RECOMMENDATION

Support Services recommends City Commission approve a resolution awarding a property management and maintenance contract with TW Realty, LLC, 115 East Granada Boulevard, Suite 12, Ormond Beach, FL 32176, with provisions.

SCHEDULE

City Commission Meeting 03-18-15

ATTACHMENTS

Agenda Summary

Contract




Sufficiency of Funds

Power Point Presentation

AGENDA SUMMARY

The City of Daytona Beach

| | |
|--|---|
| <p>DEPARTMENT/DIVISION: Support Services</p> <p>STAFF CONTACT: Gary Shimun / Deputy City Manager</p> <p>TITLE: Daytona Beach Pier Property Management and Maintenance Contract</p> | <p style="text-align: right;">Meeting Date: 03-18-15</p> <p style="text-align: right;">First Agenda Action: 03-18-15</p> <p style="text-align: right;">Second Agenda Action:</p> |
| <p>ACTION (check one): Presentation <input type="checkbox"/> Discussion <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution – PUBLIC HEARING <input type="checkbox"/> Ordinance on first reading – PUBLIC HEARING <input type="checkbox"/></p> | |
| <p>IS ITEM BUDGETED: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> BUDGET \$ <u>15,000.</u> TOTAL COST \$ <u>15,000.</u></p> | |
| <p>STRATEGIC PLANNING INITIATIVE: <u>Infrastructure</u></p> | |
| <p>BACKGROUND: <u>Support Services request the City Commission approve a resolution for a property management and maintenance contract for the pier with TW Realty, LLC, with the following provisions:</u></p> <ul style="list-style-type: none"> • <u>Award a three year contract with one three year renewal to TW Realty, LLC, 115 East Granada Boulevard, Suite 12, Ormond Beach, FL 32176.</u> • <u>Approve an expenditure of \$15,000.00 for FY 2014-2015.</u> • <u>Authorize the City Manager to exercise the renewal option subject to budget appropriations.</u> <p><u>The City has retained the services of TW Realty, LLC, for the past three years to deliver comprehensive property management and maintenance services for the pier. The City has been very pleased with this company's attention to detail relative to pier management and maintenance.</u></p> <p><u>The negotiated contract for management and maintenance services include the following basic services:</u></p> <ul style="list-style-type: none"> • <u>Collect and process all rents due to the City.</u> • <u>Act as Liaison between Tenants and City to resolve issues.</u> • <u>Forward to the City all monthly and annual gross sales statements from Joe's Crab Shack.</u> • <u>Respond to tenant complaints.</u> • <u>Notifying tenants of any annual increases to their rent and timely payment of their taxes.</u> • <u>Perform minor repairs to the Pier, not to exceed \$100.00 per occurrence.</u> • <u>Provide routine maintenance activities on the pier and receive a weekly reimbursement estimated to be \$300.00.</u> <p><u>The City will pay TW Realty a monthly management fee of \$1,100.00 per month during the initial three year term and \$1,250.00 per month for the renewal term. The City also has the right to terminate this Contract without cause upon 120 days written notice or immediately for cause.</u></p> <p>STAFF/BOARD RECOMMENDATION: <u>Support Services recommends City Commission approve a resolution awarding a property management and maintenance contract with TW Realty, LLC, 115 East Granada Boulevard, Suite 12, Ormond Beach, FL 32176, with provisions.</u></p> <p>REVIEWED BY AS REQUIRED:</p> | |

| DEPT./DIVISION HEAD | PURCHASING | LEGAL | CITY MANAGER |
|--|-------------|--|--|
|  DATE: <u>3-9-15</u> | DATE: _____ |  DATE: <u>5-9-15</u> |  DATE: _____ |

SUFFICIENCY OF FUNDS CERTIFICATE

SUFFICIENCY OF FUNDS CERTIFICATE – Ord/Res. No.

(give amount of funds and description of item(s) to be purchased or copy from "text" area on page one)

Support Services recommends approval to award a 3-year management services contract (with one 3-year renewal option) to TW Realty, LLC, 115 East Granada Boulevard, Suite 12, Ormond Beach, FL 32176, in an amount not to exceed \$15,000 for FY 2014-15, for a monthly management fee of \$1,100, a monthly maintenance labor reimbursement of \$1,300 plus the applicable employer's share of payroll taxes and insurance. Funds are available in the Pier Fund in the amount of \$15,000 for FY 2014-15. The remainder of funds are available contingent upon the adoption of future fiscal years' budgets.

Funds are available in account 480-110550-575 - 531015 - 000000

Name of Fund PIER FUND

I, Patricia Bliss, Chief Financial Officer for The City of Daytona Beach, Florida, hereby certify that money required for the authorization approved by the above Ordinance/Resolution is in the treasury (as said phrase "in the treasury" is defined in Section 46-57(c) of the Code of Ordinances of said City) to the credit of the fund from which it is to be drawn and not appropriated for any other purpose: that I have filed and recorded this Certificate with the City Clerk and that same is executed pursuant to Section 46-57(c) of the Code of Ordinances of said City.

Approved:

P. Bliss 3/6/15
Chief Financial Officer Date

Recorded this _____ day of _____, 20_____.

City Clerk

DAYTONA BEACH PIER PROPERTY MANAGEMENT CONTRACT

The Parties to this Contract are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and TW Realty, LLC, a Florida limited liability company (the "MANAGER").

In consideration of the covenants below, the Parties agree as follows, effective on the date that both Parties have signed below (the "Effective Date"):

Section 1. INCORPORATION. The recitals above are fully incorporated into these terms and conditions as if fully set forth below.

Section 2. TERM; RENEWAL. This Contract is for a Term of three years, beginning on the Effective Date. The CITY will have the option to renew for one additional three-year term. Unless waived by MANAGER, in order to exercise this option the CITY will be required to provide written notice prior to the end of the Initial Term.

Section 3. MANAGER DUTIES. MANAGER will assist the CITY in administering the Lease on the CITY's behalf. Specifically, MANAGER will do all of the following:

(a) Collect and process all rent due in accordance with the terms of the Lease, including base rent and any other items deemed rent under the Lease. MANAGER'S responsibility includes working as the point of contact between the Tenant and the CITY in reviewing, collecting, and correcting rents due; receiving from Tenant and forwarding to the CITY required monthly and annual gross sales statements; tracking the break-even point for determination of percentage rents due during the lease year; and helping facilitate any audits the CITY may require pursuant to the lease. MANAGER will ensure that all payments by check are made out to "The City of Daytona Beach" before accepting them and will deliver such payments to the CITY no later than the next business day as directed by the CITY'S designated representative.

(b) Act as the CITY's primary point of contact with the Tenant on all landlord-tenant matters, with the goal of maintaining a fluid, positive relationship between the CITY and the Tenant. MANAGER'S duties in this regard include the following:

(1) Promptly responding to Tenant complaints and requests for repair, maintenance, and service calls, and similar calls and requests; and communicating with the CITY'S designated representative or at the representative's direction with such other personnel as may be necessary to respond to such calls and requests. For example, MANAGER may be required to notify, schedule, and/or otherwise assist in coordination of needed services with sub-contractors, such as for inspections of the Pier and restaurant, utility service issues with restaurant, changes and additions to the Pier that directly affect the restaurant, extermination issues, etc. MANAGER will not contract with any contractors or service providers in responding to such requests and will be required to receive the designated representative's approval before ordering services on the CITY'S behalf. The CITY may however require MANAGER to coordinate and oversee the work of contractors and service providers, including receiving and reviewing on behalf of the CITY invoices for services provided.

(2) Calculating and notifying the Tenant of annual increases to various items of rent as provided in the Lease.

(3) Ensuring Tenant's timely payment of taxes as stated under section 6.01 of the Lease.

(4) Tracking and advising the CITY regarding Tenant's compliance with lease obligations, and as needed sending the Tenant notices and demands regarding lease compliance issues such as late rent notices. However, MANAGER is not authorized to terminate the lease.

(5) Documenting communications as needed.

(c) Create and maintain a file and tickler system as needed to ensure proper administration, including timely payment of rent and other fees, timely adjustments of such fees, and proper enforcement of lease obligations.

(d) MANAGER will generally have one of its key personnel available to the CITY by cell phone during normal business hours to help meet MANAGER'S responsibilities hereunder.

(e) MANAGER will bear all costs for providing the services required herein.

Section 4. HANDLING OF RECEIPTS. MANAGER will turn over all checks and all other funds to the CITY within one business day of receipt. MANAGER will not deposit any receipts received into MANAGER's own accounts. MANAGER will establish controls to ensure that all sums due to the CITY are paid to the CITY, and will be solely responsible for the willful or negligent acts or omissions on the part of its officers, employees, or agents, that result in a conversion or other loss of funds due the CITY.

Section 5. CLEANING, MAINTENANCE, AND REPAIR. MANAGER will provide cleaning, routine maintenance and minor repairs for the Pier. For purposes herein, a repair is not minor if the cost exceeds \$100.00. MANAGER will diligently and promptly provide the foregoing cleaning, maintenance, and repair services in a manner that ensures that the Pier is a first-class commercial facility. These responsibilities include waste removal, identification of problem or possible hazards like lifting boards, light fixtures not working properly, or elevator malfunction; and providing pressure washing as needed, and communicating with the restaurant tenant and any other tenants who may occupy space on the Pier.

MANAGER will establish and implement a routine inspection program, and will promptly contact the CITY as to any items of non-routine maintenance or repair that are required. In addition, MANAGER will provide qualified maintenance personnel to provide maintenance services on-site. The average number of hours for maintenance services will be 30 hours weekly. However, with the mutual agreement of both Parties the hours provided may be temporarily increased during periods such as holidays or special events. The Parties will mutually agree to a maintenance schedule, which will provide among other things for maintenance personnel to unlock and lock the Pier; and MANAGER will not exceed the scheduled hours without the CITY's prior approval. At all times while on-site, MANAGER's maintenance personnel will be properly attired and carry identification. Maintenance personnel will access the Pier front gate via a lock box system.

Section 6. MAINTENANCE REIMBURSEMENT. Subject to the conditions below, the CITY will reimburse MANAGER on a monthly basis for the actual, direct costs incurred by MANAGER in having MANAGER's maintenance personnel provide on-site maintenance. The actual, direct costs will consist of (i) the hourly labor rate paid by MANAGER to the personnel performing maintenance services on-site, subject to the maximum on such rates set forth below, and (ii) MANAGER's pro rata cost of employee's taxes and insurance, including worker's compensation insurance, allocable to work performed at the Pier. MANAGER will be required to provide the CITY a written monthly invoice showing the hours worked by each maintenance worker who

worked on-site, compared to the total hours worked by each such worker that month; plus satisfactory proof of reimbursable costs such as taxes and insurance. Payment will be due 30 days after the CITY's receipt and approval of the invoice.

The hourly labor rate for maintenance service will not exceed \$10.00/hour; provided that beginning on the first anniversary of the Effective Date and annually thereafter, this hourly rate will be adjusted annually by the lesser of 3% of the then current hourly rate or the annual percentage change in the Consumer Price Index, All Urban Consumers, Southern Region, All Items (1982 – 1984 = 100), published by the Bureau of Labor Statistics of the U.S. Department of Labor, for the period from January 1 through December 31 of the year prior to the year in which the adjustment is made.

Section 7. MANAGEMENT FEE. In addition to the Maintenance Reimbursement above, the CITY will pay MANAGER a monthly Management Fee. The Management Fee will equal \$1,100.00 per month during the Initial Term; and if applicable will equal \$1,250.00 per month during the Renewal Term. This Fee will be paid monthly, in arrears, and will be due 30 days after the CITY's receipt and approval of MANAGER'S invoice.

Section 8. DOCUMENTS AND RECORDS.

(a) MANAGER will keep and maintain on file all documents and other records created or received by MANAGER in the performance of the services for a period of three years after the termination of this Contract, and will make these records available to the CITY for inspection, audit, and copying free of charge at MANAGER's place of business upon request.

(b) To the extent applicable, MANAGER will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service provided herein.

(2) Providing the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meeting all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of MANAGER upon termination of this Contract for any reason, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. When such records are stored electronically, providing the CITY all records stored electronically in a format that is compatible with the CITY's information technology systems.

Section 9. INSURANCE. MANAGER will obtain and maintain insurance of the kinds and in the amounts set forth in Exhibit A. In addition, if after the date of this Contract the CITY'S Risk Manager determines that insurance is required of a kind or in addition to the coverage amounts set forth, MANAGER will obtain such coverage within 60 days of receipt of notice by the CITY that such coverage is required.

Section 10. INDEMNIFICATION. MANAGER indemnifies and holds harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, caused by the negligence, recklessness, or intentionally wrongful conduct of MANAGER in connection with this Contract, or by the material breach of MANAGER of the terms hereof. For purposes herein the term "MANAGER" includes MANAGER's officers, employees, and agents; including subcontractors and other persons employed by and under contract with MANAGER.

Section 11. NOTICES. All notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

If to CITY: James V. Chisholm
City Manager
The City of Daytona Beach
301 S. Ridgewood Avenue
Daytona Beach, FL 32115
(Fax) 386 671-8015

If to MANAGER: Tyra Roberson
Real Estate Agent & Manager
TW Realty, LLC
115 East Granada Blvd.
Suite 12
Ormond Beach, FL 32176
(Fax) 386 677-8146

Either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 12. CITY TO INFORM MANAGER. The CITY will work in good faith to keep MANAGER apprised of any issues arising under the Lease, including changes or amendments made to the Lease and other issues that may impact upon MANAGER'S performance of its responsibilities hereunder.

Section 13. TERMINATION. The CITY has the right to terminate this Contract without cause upon 120 days written notice to MANAGER. The CITY also has the right to immediately terminate this Contract, for cause, upon MANAGER'S material breach of its obligations hereunder. The CITY'S termination of this Contract will not be deemed to abrogate or waive any remedies the CITY may have due to MANAGER'S breach.

Section 14. SUSPENSION OF SERVICES. Upon MANAGER's material breach of this Contract the City Manager may temporarily suspend MANAGER's services by written notice. Temporary suspension will not diminish or otherwise alter the CITY's rights of termination referenced above.

Section 15. GENERAL CONDITIONS.

(a) **Limitations on Waiver.** Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by MANAGER, will be construed to operate as a waiver of the CITY's rights under this Contract. MANAGER will be liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the MANAGER's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to

insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

(b) **Force Majeure.** In the event that fire, riots or civil commotion, acts of government or government immobility (whether federal, state or local) war, acts of God or contingencies beyond the reasonable control of a Party (hereinafter, "force majeure event") interfere with or prevent the fulfillment by such Party of its obligations hereunder, such obligations will be suspended until such time as such contingency or contingencies have terminated. Each Party will promptly notify the other upon becoming aware that any such contingency or contingencies have occurred or are likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations hereunder.

(c) **JURY TRIAL WAIVED.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(d) **Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(e) **Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the CITY's written approval.

(f) **Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, MANAGER will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the CITY to terminate this Contract immediately upon delivery of written notice of termination to the MANAGER.

(g) **No Third Party Beneficiaries.** There are no third party beneficiaries of MANAGER's services under this Contract.

(h) **Contingency Fee.** MANAGER warrants that MANAGER has not employed or retained any company or person, other than a bona fide employee working solely for MANAGER, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for MANAGER, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(i) **Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. In case of a conflict

among the provisions of this Contract and exhibits, the order of precedence is this Contract, and then exhibits in the order in which lettered (A, then B, etc.)

(j) **Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(k) **Litigation Costs.** Except as otherwise expressly provided herein, in case of litigation between the Parties concerning this Contract, each Party will bear all of its litigation costs, including attorney's fees.

Section 16. INTEGRATION. This Contract, including referenced Exhibits, represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed on the dates referenced below.

THE CITY

MANAGER

By: _____
James V. Chisholm, City Manager

By: Tyra W. Roberson
Printed Name: Tyra W. Roberson
Title: Manager
Date: 3-05-2015

Attest: _____
Jennifer L. Thomas, City Clerk

Date: _____

Approved as to legal form by:

By: _____
Marie Hartman, City Attorney

EXHIBIT A: INSURANCE

TYPES AND AMOUNTS REQUIRED

MANAGER will purchase and maintain, at its own expense, the following types and amounts of insurance, primary and non-contributory with the CITY's own insurance, in form and companies satisfactory to the CITY:

1. *Workers' Compensation Insurance* – As required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of the MANAGER, employed at the site of the work or in any way connected with the work, which is the subject of this service.

The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$1,000,000 per accident. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

2. *Liability Insurance - Commercial General Liability Insurance*, including coverage for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring the MANAGER and any other interests, including but not limited to any associated or subsidiary companies involved in the performance of MANAGER's services hereunder. In addition, *Automobile Liability Insurance* which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the MANAGER in connection with the performance of MANAGER's services hereunder.

THE COMMERCIAL GENERAL LIABILITY INSURANCE SHALL NAME THE CITY AS AN ADDITIONAL INSURED.

The limit of liability will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$1,000,000. The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, MANAGER agrees that the insurer shall waive its rights of subrogation, if any, against the CITY on each of the foregoing types of required insurance coverage.

PROOF OF INSURANCE

The MANAGER will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of the agreement and the MANAGER will not commence work under this agreement until he has obtained all the insurance required under this agreement and such insurance has been filed with and approved by the CITY, nor will the MANAGER allow any subcontractor to commence work on its subcontract until similar insurance required of the subcontractor has been so obtained and approved. The MANAGER will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard and the expiration dates.

In the event any or all of the required insurance coverages are cancelled by the insurer, the MANAGER, or any named insured, the MANAGER must notify the CITY of such cancellation as soon as knowledge of the cancellation is obtained. Notice will be sent to:

Risk Manager
The City of Daytona Beach
P.O. Box 2451
Daytona Beach, Florida 32115-2451

If requested by the CITY, the MANAGER will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

The MANAGER will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If any required insurance coverage lapses, the CITY expressly reserves the right to renew the insurance at the MANAGER's expense.

Anything to the contrary notwithstanding, the liabilities of the MANAGER under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the contractor shall relieve the contractor or its sub-contractors from responsibility to provide insurance as required by the contract.

CANCELLATION OF INSURANCE

The MANAGER may not cancel the insurance required by this agreement until the work is completed, accepted by the CITY and the MANAGER has received written notification from the Risk Management Division of the CITY that the MANAGER may cancel the insurance required by this agreement and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of the MANAGER if the request is made no earlier than two weeks before the work is to be completed.