

CITY OF HOLLYWOOD, FLORIDA

Agreement / Contract Routing Form

Only City Manager's Signature

Must route the three (3) original agreements, as described, unless more than three (3) are required, for execution. Outside signatures must be obtained first before any City signatures are done in the majority of the situations. Only exceptions are for Federal, State and County governments. This form must be filled out completely or it will be returned to the Department/Office.

Date: 04 / 29 / 2025Prepared by: Maria RodriguezExtension #: 3335 ext. 6610Originating Dept: DS – Building DivisionOriginating Dept. Contract Manager:
Russell LongCo./Vendor Name: PointTech Business Solutions LLCCo./Vendor Contact Person: Kemarr BrownCo./Vendor Contact Email: kemarr@opointegov.comCo./Vendor Contact Number: 954-880-4881

Complete Description of Agreement. Provide a summary of what the resolution authorizes, services provided, equipment to be purchased, action to be taken, etc:

This contract was approved via resolution R-2025-026. This is for professional consultant services amounting to \$410,000.00 beginning 01/15/25-01/14/26, with 4 optional one-year renewals. PointTech Business Solutions LLC dba OnPointe Government Solutions will be providing professional consulting services to assist the Building and Planning Department as it anticipates the influx of large-scale development projects in addition to existing multi-million-dollar priority projects.

Approved by: Resolution/Ordinance/ Memo No: R-2025-026

BRING COMPLETED PACKAGE TO CITY CLERK'S OFFICE

DocuSigned by: Andria Wingett Outside signatures obtained first: Kemarr Brown (PointTech), date 03/31/25
 DocuSigned by: Andria Wingett Originating Director, print name: Andria Wingett, date 5/8/2025
 DocuSigned by: Andria Wingett (Director must also initial on contract by City Manager's signature)

DocuSigned by: Tanya Bouloy Director of Human Resources, Tanya Bouloy, Risk Manager, date 5/8/2025
 DocuSigned by: Otis Thomas Office of Procurement & Contract Compliance, Otis Thomas, Contract Compliance Admin, date 5/8/2025
 DocuSigned by: Jonathan Antista Office of Budget & Performance Management, Jonathan Antista, Director, date 5/8/2025
 DocuSigned by: Stephanie Tinsley Department of Financial Services, Stephanie Tinsley, Director, (if required) date 5/8/2025
 DocuSigned by: Damaris Henlon Department/Office Legal Attorney, date 6/3/2025
 DocuSigned by: Raelin Storey Assistant City Attorney, Damaris Henlon, date 6/4/2025
 DocuSigned by: George R. Keller, Jr., CPPT Manager, George R. Keller, Jr., CPPT, date 6/16/2025
 DocuSigned by: Patricia A. Cerny Patricia A. Cerny, date 6/17/2025

Agreement/Contract Routing Form Continued

Funding in account number: 114.140301.52400.531170.000000.000.000 and 001.140401.51500.531170.000000.000.000

Total amount authorized by legislation: \$410,0000.00 /year, 1 /contract term

Length of Term:

1 yr w/4 optional renewals

Start date: 02/05/2025

End date: 02/04/2026

Renewals, Y/N: Y

Do renewals need to be authorized annually? Yes

Authorization to enter into agreement:

City Commission
 City Manager

Procurement Service
 Other: _____

Document Type: (check one)

Agreement / Contract
 Lease
 Grant
 Consulting/Professional Services
 Authorization to Proceed:
 Other: _____

Location of Executed Copies:

City Clerk's Office
 Other: _____
 Other: _____

Procurement Method: (check one)

Formal Solicitation (RFQ, RFP, IFB, RLI): / # _____
 Open Market (3 quotes/proposals)
 Co-op Agreement
 Piggyback Agreement
 Other: Best Interest

Insurance reviewed and approved by Risk Management. (Attached)

Bonds reviewed and approved by City Attorney's office. (Attached)

*Disclaimer: Payment & Performance Bonds not reviewed and approved in advance by City Attorney's Office, the End-User Department will be held responsible to procure the bonds once contract has been executed by the parties.

Additional Notes: _____

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 5th day of February, 2025, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter the "City"), and PointTech Business Solutions LLC dba OnPointe Government Solutions, a corporation authorized to do business in the State of Florida, whose principal office is located at 2436 North Federal Highway, Suite 364, Pompano Beach, FL 33064, whose Federal I.D. number is 47-3629328 (hereinafter referred to as "CONSULTANT").

WHEREAS, the Department of Development Services ("Department") requires professional consultant services for the Building and Planning Divisions as it anticipates an influx of large-scale development projects in addition to existing multi-million dollar priority projects; and

WHEREAS, the Department has determined that it is in the best interest of the City to acquire professional consulting services from CONSULTANT due to CONSULTANT's expertise and success in their ability to efficiently manage the quality, compliance, and fast delivery of large-scale construction projects from initial application to final approval; and

WHEREAS, CONSULTANT is familiar with the City's Building Division processes and the use of their services is anticipated for large development project that will require additional consultation and staff augmentation services; and

WHEREAS, on February 5th, 2025 the City Commission of the City of Hollywood, Florida, approved Item #9, authorizing the issuance of a Blanket Purchase Agreement to the CONSULTANT and execution of the Contract for Consulting/Professional Services Agreement in an annual amount up to \$410,000.00 covering the period February 5th, 2025 to February 4th 2026, with four optional one-year renewals; and

NOW, THEREFORE, in consideration of the mutual promises set forth in this Contract, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services for the Development Services Department specifically set forth in the attached Exhibit "A".

The CONSULTANT'S Representative shall be: Kemarr Brown
Telephone: (954) 880-4881

The City's Representative shall be: Andria Wingett, Director of Development Services
Telephone: (954) 921-3471 ext. 6621

ARTICLE 2 – SCHEDULE/TERM

The CONSULTANT shall commence services upon receipt of the executed contract and shall complete all services by February 4th, 2026, with the possibility of 4 annual renewals per the City's option.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the City under this Contract for all services, materials, out-of-pocket expenses and also including any approved subcontracts shall not exceed a total contract amount of \$410,000.00 annually, as proposed by the CONSULTANT and accepted by the CITY. For purposes of this Contract, out-of-pocket expenses are for such items as travel, copying, postage, and express mail. The CONSULTANT will bill the City on an hourly basis against the total amount set forth in Exhibit "A" for services rendered toward the completion of the Scope of Services and as outlined in Exhibit "A". It is acknowledged and agreed to by the CONSULTANT that the dollar limitation set forth in this section is a limitation upon, and describes the maximum extent of, CITY'S obligation to pay CONSULTANT but does not include a limitation upon CONSULTANT'S duty to perform all services set forth in Exhibit "A" for the total compensation in the amount or less than the guaranteed maximum stated above. The invoices shall include the hours and specific services rendered on a daily basis.
- B. Invoices received by the City from the CONSULTANT pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Financial Services Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within 30 days following the City Representative's approval. In addition to detailed invoices, upon request of the City's Representative, CONSULTANT will provide City with detailed periodic Status Reports on projects.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the City. This final invoice shall also certify that all services provided by CONSULTANT have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the CONSULTANT.
- D. The total amount authorized may not be expended and will be on an as needed basis upon City approval and authorization.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service based on CONSULTANT'S 2020 rate schedule. Should the CITY determine that said rates and

costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon 30 days prior written notice to the City's Representative in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative to the CONSULTANT. Unless the CONSULTANT is in breach of its Contract, the CONSULTANT shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars paid to the CONSULTANT, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the City shall be that of an Independent Contractor and not as employees or agents of the City. This contract does not create a partnership or joint venture between the parties.

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be entitled to any benefits of the City including, but not limited to, pension, health and workers' compensation benefits.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Article 1, must be made known to the City's Representative and written approval must be granted by the City's Representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

CONSULTANT shall not subcontract any services or work to be provided to City without the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld.

ARTICLE 8 - FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the CONSULTANT authorized to use the City's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the City Commission. The City Commission has appropriated sufficient funds in the FY-25 Operating Budget for this Contract, and will appropriate funds in succeeding fiscal years' budgets, if necessary.

ARTICLE 10 - INSURANCE REQUIREMENTS

The CONSULTANT shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the CONSULTANT allow any Subcontractor to commence work on its sub-contract until all similar such insurance required of the Subcontractor has been obtained and approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least 30 days prior written notice has been

given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings with a minimum A.M. Best rating of A-.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

REQUIRED INSURANCE

1. Commercial General Liability Insurance

Prior to the commencement of work governed by this contract, the Consultant shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- a. Premises Operations
- b. Products and Completed Operations
- c. Personal & Advertising Injury
- d. Damages to rented premises

The minimum limits acceptable shall be:

\$1,000,000 Each Occurrence / \$2,000,000 General Aggregate

The City of Hollywood shall be named as Additional Insured.

The City of Hollywood must be the certificate holder per the following format:

City of Hollywood (Nothing else on this line)
Department Name & Room # (if applicable)
Department Address
Department Address

2. Professional Liability Insurance

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

\$1,000,000 each claim / \$2,000,000 aggregate

If coverage is provided on a claims made basis an "extended reporting period" of (5) years will be required.

CONSULTANT shall notify the CITY Risk Manager in writing within thirty days of any claims filed or made against the Professional Liability Insurance Policy.

3. Worker's Compensation Insurance

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$500,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$500,000 Bodily Injury by Disease, each employee

Please Note:

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. **A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.**

The City reserves the right to require additional insurance in order to meet the full value of the contract.

The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 11 - INDEMNIFICATION

The CONSULTANT shall indemnify, defend and hold harmless the CITY, its officials, appointed officers, agents and employee, from and against any and all liability, suits, actions, damages, costs, losses and expenses, including, but not limited to attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the services under this Contract. These provisions shall survive the expiration or earlier termination of this Contract. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CITY relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the CITY in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. CONSULTANT acknowledges and agrees that CITY would not enter into this contract without this indemnification of CITY by CONSULTANT, and that CITY'S entering into this contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this contract shall be construed to affect, in any way, the CITY's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Florida Statutes §768.28.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The City and the CONSULTANT each bind itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the CONSULTANT shall assign, sublet, encumber, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action between the parties arising out of the Contract will be brought in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notice by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notice and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes

include, but are not limited to: acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the City shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - DEBT

The CONSULTANT shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the City's Representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Pursuant to Section 119.0701, Florida Statutes, any party contracting with CITY is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that the City would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to City all public records in that party's possession upon termination of its contract with City and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to City in a format that is compatible with the City's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020.

ARTICLE 18 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by CONSULTANT.

ARTICLE 19 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract or until completion of any audit, whichever is later. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 20 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 21 - INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this

Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the CONSULTANT agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 - MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the City's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and the CITY, and if such amendment is in excess of \$50,000 it must also first be approved by the CITY Commission and signed by the appropriate City Official authorized by the City Commission.

The City shall not be liable for payment of any additional or modified work which is not authorized in the manner provided for by this Article.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the City shall be mailed to:

City of Hollywood
Development Services Department
Attn: Andria Wingett
P.O. Box 229045
Hollywood, FL. 33020

With A Copy to: City Attorney
2600 Hollywood Blvd., Rm. 407
Hollywood, Florida 33020

and if sent to the CONSULTANT shall be mailed to:

Kemarr Brown
OnPointe Government Solutions
2436 North Federal Highway, Suite 364
Pompano Beach, FL 33064

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by CONSULTANT in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by CONSULTANT to City within ten days of notice of termination. If applicable, City may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

ATTEST:

DS



DocuSigned by:

Patricia A. Cerny

784416EE2C0C47E...

Patricia A. Cerny, MMC, City Clerk

City of Hollywood, a municipal corporation of the State of Florida

Signed by:

George R. Keller, Jr. CPPT

By: BB55DB050017405...

George R. Keller, Jr., City Manager

APPROVED AS TO FORM:

DocuSigned by:

Damaris Henlon

F07CB5/F2919477...

Damaris Henlon
Interim City Attorney

Approved by:

DocuSigned by:

Stephanie Tinsley

A5200B173E98424...

Stephanie Tinsley
Director of Financial Services

AS TO CONSULTANT

ATTEST:

Corporate Secretary

POINTTECH BUSINESS SOLUTIONS LLC

By:

Kemarr L. Brown

(Signature)

Name: KEMARR L. BROWN

Title: FOUNDER & CEO

EXHIBIT "A"
SCOPE OF SERVICES

The CONSULTANT shall provide staff augmentation for project management, current planning, long-range planning, transportation, civil engineering, landscaping, CEI inspections, arborist, training, and a full suite of technology implementation and advisory services on an as needed basis. Consultant will perform services in accordance with City Code, amendments and ordinances.

1. CHANGES TO SCOPE OF SERVICES

Any changes to services between the Municipality and Consultant shall be made in writing that shall specifically designate any changes in Service levels and compensation for the Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Agreement Amendment executed by both Parties.

2. PROFESSIONAL FEE SCHEDULE

BUILDING SUPPORT SERVICES

Senior Project Manager	\$185 ph
Project Manager	\$155 ph
Project Coordinator	\$125 ph
Senior Permit Technician	\$ 90 ph
Permit Technician	\$ 70 ph
Building Plans Reviewer & Inspector	\$135 ph
Arborist/Landscape Inspector	\$140 ph
Floodplain Manager	\$125 ph

PLANNING SUPPORT SERVICES

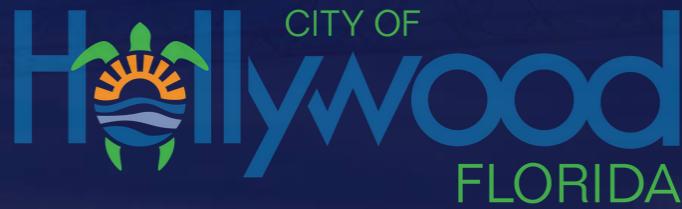
Planning Director	\$205 ph
Planning Administrator	\$183 ph
Planning Manager	\$170 ph
Principal Planner	\$155 ph
Planning Associate	\$128 ph
Planner II	\$105 ph
Planner I	\$100 ph
Zoning Plans Reviewer	\$105 ph
Zoning Technician	\$100 ph
New Business Specialist	\$ 95 ph
Grants Administrator	\$155 ph
Grants Coordinator/Facilitator	\$125 ph

ENGINEERING SUPPORT SERVICES

Principal	\$245 ph
Engineer Reviewer (Senior)	\$185 ph
Engineer Review (Junior)	\$165 ph
Senior Project Manager	\$195 ph
Project Manager	\$175 ph
CADD Designer	\$135 ph
MOT Inspector (CEI)	\$113 ph
Permit Administrator	\$115 ph

TECHNOLOGY AND BUSINESS SUPPORT SERVICES

Management Advisory -Strategic Planning	\$193 ph
IT Project Manager	\$175 ph
Document Controls Professional	\$135 ph
Senior Applications Developer	\$175 ph
GIS Coordinator	\$ 150 ph
Network Administrator	\$155 ph
Database Administrator	\$175 ph
GIS Specialist	\$135 ph
Senior Business Analyst	\$125 ph
Business Analyst	\$105 ph
Applications Support Analyst	\$ 95 ph
Instructional Designer	\$125 ph
Data Analyst	\$105 ph
Business Applications Trainer	\$135 ph
Communications & Marketing Principal	\$ 95 ph
Graphic Design & Web Services	\$105 ph



Professional Services Proposal

**Development Services -Professional Services
Proposal (Staff Augmentation)**

NOVEMBER 2024

PRESENTED TO:

Andria Wingett
Development Services Director

PRESENTED BY:

Kemarr L. Brown
Founder & CEO

Table of Contents

<u>Transmittal Letter</u>	03
<u>Company Profile</u>	06
<u>Mission and Vision</u>	07
<u>Our Services</u>	09
<u>Scope of Work</u>	10
<u>Professionals Fee Schedule</u>	12
<u>Contact Information</u>	16



TRANSMITTAL LETTER

November 17,2024

Andria Wingett
Development Services Director
City of Hollywood
2600 Hollywood Boulevard
Hollywood, FL 33020

Re: Development Services Staff Augmentation-Professional Services Proposal

Dear Mrs. Wingett,

On behalf of OnPointe Government Solutions (OnPointe), we are pleased to submit this proposal to support the Development Services Department with Building, Planning, Engineering, and Technology professional support services on an as needed basis. Our experience in providing a full suite of wrap around, services to ensure an effective and efficient development services department within a municipal government agencies is unmatched as our company is the direct result of highly technical professionals and organizational visionaries with more than 50 years of local government experience in South Florida. In addition to our subject matter expertise, we have also assembled a team of IT and Performance Management professionals who is able to support an organization as they seek to transform their organizations through modernization efforts. For these reasons, we are well-positioned to provide comprehensive support to your department.

Why OnPointe?

We are a firm built by public sector change agents for public sector organizations looking to transform.

The leadership team of OnPointe Government Solutions understands the internal nuance of government operations because we are fortunate enough to have team members who have been Deputy City Managers, Directors, Assistant Directors, Planners, Engineers, Plans Reviewers, Web and GIS Developers, Database Administrators, System Integration Specialists, Strategic Planning professionals, and Business Analysts for local government agencies. Whether an agency is facing challenges with reducing the wait time in the Building Department's lobby, moving the permitting process from paper to digital, struggling with meeting codified plans review timeline, crafting and socializing code amendments, struggling with the application acceptance process



TRANSMITTAL LETTER

because applicants fail to meet the minimum requirements for submission, or needing to improve how departments collaborate and interact cross-functionally, we've seen it before and have solved those issues in other agencies and therefore we are well positioned to assist in improving the overall process, service delivery model and experience of applicants and businesses that choose to engage with the City of Hollywood. Our team have been intentionally curated to include innovative public sector subject matter experts and technical partitioners with a wealth of experience in the Govtech and GovOps space.

In fact, Kemarr Brown, our founder and CVO is a former Assistant Director of Planning in the City of Miami. During Mrs. Brown's tenure with the City of Miami she spearheaded the implementation of a home-grown permitting solution and digital plans review implementation as well as championed a myriad of process improvement initiatives surrounding the permitting process. In her capacity with the City of North Miami Beach, in under a year, she transformed the service delivery model in the Building Department and led the transition from paper to online in 90 days.

We are a local team with in-depth experience and knowledge of the Permitting Process administered by Cities in Florida.

OnPointe is locally headquartered in Broward County, just 18 miles from the City of Hollywood City Hall. Given our proximity to the City, we are able to ensure accessibility, transparent communication, and a stronger, more collaborative partnerships. Moreover, we understand the critical importance of efficient and effective plans review and permitting processes in the successful completion of building and construction projects. We have honed our skills to navigate the intricacies of these processes with precision and expertise.

Our track record speaks volumes:

- Permitting Process Management:** We have extensive experience in managing the permitting process from start to finish, guiding applicants through each step with clarity and efficiency. From initial application submission to final approval, we leverage our expertise to minimize delays and facilitate seamless communication between all stakeholders involved.
- Regulatory Compliance:** We are well-versed in the regulatory landscape governing building and construction projects within Broward County. Our team stays abreast of all updates and changes to regulations, ensuring that projects remain in full compliance throughout the permitting process.



TRANSMITTAL LETTER

- Stakeholder Engagement:** We recognize the importance of effective stakeholder engagement in the success of any project. We proactively communicate with applicants, city officials, and other relevant parties to address concerns, resolve issues, and ensure a smooth and collaborative process from start to finish.

We are committed to leveraging our expertise to assist applicants in navigating the application, plans review, inspections, and certificate of occupancy processes seamlessly. Our team is dedicated to delivering exceptional results and providing unparalleled support to the City of Hollywood to ensure the success of your department.

Thank you for considering OnPointe Government Solutions for this vital role. We are eager to partner with the City of Hollywood and contribute to the continued success and growth of the City.

On behalf of the OnPointe team, I am grateful for the opportunity to present you with this proposal. If you have any questions, please contact me directly at 954.880.4881 or kemarr@onpointegov.com.

Cheers,



Kemarr L. Brown
C E O

Kemarr L. Brown, LLM. MAIA
Founder & CVO
OnPointe Government Solutions, LLC

w/Attachments



About OnPointe

We drive excellence through digital and operational transformation.

OnPointe is a certified MBE and WBE management and digital transformation consulting firm committed to modernizing and streamlining public sector operations and constituent services by leveraging digital solutions to improve operational efficiencies, empower personnel, and transform how customers experience government services.

OnPointe was founded in 2015 by Kemarr Brown, a former municipal leader with 15+ years of municipal operation and transformative reorganization experience. The company started out providing editorial and business support services to Ph.D students, startups, and small businesses. Over the years, we have expanded our services to include custom software development alongside a wide range of IT support services.

In 2023, the company underwent a strategic realignment and rebranding effort. The result was intentionally aligning our services to what we know best, being project champions for City and County government agencies looking to develop and implement their digital transformative initiatives.



Mission Vision Core Values

WE ARE PROCESS PEOPLE

MISSION



At OnPointe Government Solutions, we drive impactful change in state and local government by digitizing services and streamlining processes. We empower public servants and organizations to make a real difference. Join us in shaping a future where government is efficient, accessible, and responsive to all.

VISION



By 2040, we will be the go-to management and digital transformation consulting firm in the U.S. We will achieve this by delivering a comprehensive suite of professional services that focuses on the customer experience and solves systematic challenges by root-causing and process improvement. We will help build public trust by enabling efficient, transparent, and accessible government to all.





Core Values



We drive change through hand-in-hand collaboration with our client partners.



We believe services should be available to everyone whenever and wherever they need them



We are passionate about excellence and improving the interactions between government and its citizenry.



We believe public servants exist to serve and want to serve.



We work to create predictability and accountability through digital transparency.



We invest in professionals with solid technical expertise.



OUR SERVICES

Professional Services

OnPointe Government Solutions offers a comprehensive suite of professional services that can be tailored to meet the budget, schedule, and programmatic objectives of the City of Hollywood Development Services Department.



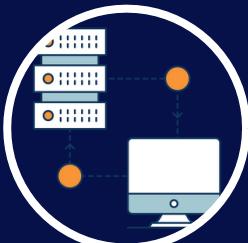
Management Consulting & Advisory Services

From strategic planning and execution to enterprise reorganization and contract negotiations.



Business Process Review & Analysis

Streamlining processes and improving operational effectiveness.



System Integrations

Leveraging technology for efficiency and competitive advantage.



Program & Project Management

Ensuring project delivery happens on time, on budget, and within scope.



Organizational Change Management

Driving cultural transformation hand in hand with digitization efforts



Project & Document Controls

Optimizing performance through predictable and productive workforce.



Website Redesign & Graphic Design Services

A lasting impression that tells a digital story.



Decision-Making Facilitation Sessions

Boost decision-making with our focused facilitation sessions.



Data Analysis & Visualization

Organize and visualize data to empower short, mid, and long term decisionmaking.



Professional Fee Schedule

The table below details the hourly rates for OnPointe Government Solutions consultants.

BUILDING SUPPORT SERVICES

Senior Project Manager	\$ 185 ph
------------------------	-----------

Project Manager	\$ 155 ph
-----------------	-----------

Project Coordinator	\$125 ph
---------------------	----------

Senior Permit Technician	\$ 90 ph
--------------------------	----------

Permit Technician	\$ 70 ph
-------------------	----------

Building Plans Reviewer & Inspector	\$135 ph
-------------------------------------	----------

Arborist/Landscape Inspector	\$140 ph
------------------------------	----------

Floodplain Manager	\$125 ph
--------------------	----------

PLANNING SUPPORT SERVICES

Planning Director	\$205 ph
Planning Administrator	\$183 ph
Planning Manager	\$170 ph
Principal Planner	\$155 ph
Planning Associate	\$128 ph
Planner II	\$105 ph
Planner I	\$100 ph
Zoning Plans Reviewer	\$105 ph
Zoning Technician	\$100 ph
New Business Specialist	\$95 ph
Grants Administrator	\$155 ph
Grants Coordinator/Facilitator	\$125 ph

ENGINEERING SERVICES

Principal	\$245 ph
Engineer Reviewer (Senior)	\$185 ph
Engineer Review (Junior)	\$165 ph
Senior Project Manager	\$195 ph
Project Manager	\$175 ph
CADD Designer	\$135 ph
MOT Inspector (CEI)	\$113 ph
Permit Administrator	\$115 ph

TECHNOLOGY & BUSINESS IMPROVEMENT SERVICES

Management Advisory Services (Strategic Planning, etc.) \$193 ph

IT Project Manager \$175 ph

Document Controls Professional \$135 ph

Senior Applications Developer \$175 ph

GIS Coordinator \$150 ph

Network Administrator \$155 ph

Database Administrator \$175 ph

GIS Specialist \$135 ph

Senior Business Analyst \$125 ph

Business Analyst \$105 ph

Applications Support Analyst \$95 ph

Instructional Designer \$125 ph

Data Analyst \$105 ph

Business Applications Trainer

\$135 ph

Communications & Marketing Principal

\$95 ph

Graphic Design & Web Services

\$105 ph

Should OnPointe Government Solutions be asked to perform reproduction, overnight mailing, or any other reimbursable eligible services, said items will be billed at cost plus a \$85 administrative fee.

SCOPE OF WORK

Our Understanding of the Business Need.

The City of Hollywood in anticipation of an influx of large scale development projects being submitted for permitting at the direction of the City Manager's Office has initiated the search process for a professional staff augmentation services in the areas of Building, Planning, Engineering, and General operation support. The objective of the department is to establish and maintain reasonable plans review and inspections timeframes.



State of Florida Certifications



CONTACT US

Let's Connect to discuss next steps



@onpointegov



@onpointegov



@govtechtrends



SUBSCRIBE



www.onpointegov.com



954-880-4881



innovate@onpointegov.com





JIMMY PATRONIS
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: 6/26/2024

EXPIRATION DATE: 6/26/2026

PERSON: KEMARR L BROWN

EMAIL: INNOVATE@ONPOINTEGOV.COM

FEIN: 473629328

BUSINESS NAME AND ADDRESS:

POINTTECH BUSINESS SOLUTIONS, LLC
ONPOINTE GOVERNMENT SOLUTIONS
2436 N. FEDERAL HWY, SUITE 364
POMPANO BEACH, FL 33064

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), 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 subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), 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.



HISCOX INSURANCE COMPANY INC. (A Stock Company)

104 South Michigan Avenue, Suite 600, Chicago, Illinois 60603

Commercial General Liability Declarations

In return for the payment of the premium, and subject to all the terms of this Policy, we agree with you to provide the insurance as stated in this Policy.

Declaration effective from:

June 12, 2024

Policy No.:

P103.493.602.1

Named Insured:

PointTech Business Solutions, LLC dba OnPointe Government Solutions DBA OnPointe Government Solutions

Address:

2436 N. Federal Hwy
Suite 364
Pompano Beach, FL 33064

Email Address:

innovate@onpointegov.com

Policy period:

From: June 12, 2024

To: June 12, 2025

At 12:01 A.M. (Standard Time) at the address shown above.

Form of Business:

Limited Liability Company

Each Occurrence Limit:

\$1,000,000

Damage to Premises Rented to You Limit:

\$100,000 Any one premises

Medical Expense Limit:

\$5,000 Any one person

Personal & Advertising Injury Limit:

\$1,000,000 Any one person or organization

General Aggregate Limit:

\$2,000,000

Products/Completed Operations

Aggregate Limit:

Products-completed operations are subject to the General Aggregate Limit

Supplemental Business Personal Property Floater
Coverage Limit:

\$0

Supplemental Business Personal Property Floater
Coverage Deductible:

Not Applicable

All Premises You Own, Rent or Occupy

Premises Number:

1

Address:

2436 N. Federal Hwy
Suite 364
Pompano Beach, FL 33064

Total Premium:

400.00

Surcharge:

\$ 4.00 FL Ins. Guaranty Assn. Surcharge

Attachments:

See attached Forms and Endorsements Schedule.



HISCOX INSURANCE COMPANY INC. (A Stock Company)

104 South Michigan Avenue, Suite 600, Chicago, Illinois 60603

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.

President

Secretary

Authorized Representative

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ACORD 25 (2016/03)

DATE (MM/DD/YYYY)
02/04/2025

ACORD FLORIDA WORKERS COMPENSATION APPLICATION

PRODUCER	PHONE (A/C, No, Ext): FAX (A/C, No):	COMPANY The Hartford Financial Insurance Group	UNDERWRITER
NUTMEG INS AGENCY INC/PHS 8711 UNIVERSITY DRIVE EAST CHARLOTTE, NC 28213		APPLICANT NAME - INCLUDE ALL SUBSIDIARIES & DBA'S TO BE INCLUDED IN COVERAGE, ALONG WITH THEIR FEIN PointTech Business Solutions, LLC OnPointe Government Solutions	
		MAILING ADDRESS (INCLUDING ZIP CODE) - INCLUDE PRINCIPAL PHYSICAL LOCATION AND ALL INSURED ENTITIES 2436 N FEDERAL HWY # 364 POMPANO BEACH FL 33064	
LICENSE #:		YRS IN BUS 9	SIC CODE 7371
CODE: 76210775 SUB CODE:		INDIVIDUAL PARTNERSHIP	CORPORATION SUBCHAPTER "S" CORP
AGENCY CUSTOMER ID		FEDERAL EMPLOYER ID NUMBER 47-3629328	NCCI ID NUMBER
		OTHER RATING BUREAU ID NUMBER	

STATUS OF SUBMISSION

BILLING / AUDIT INFORMATION

<input type="checkbox"/> QUOTE	<input checked="" type="checkbox"/> ISSUE POLICY	BILLING PLAN <input type="checkbox"/> AGENCY BILL <input checked="" type="checkbox"/> DIRECT BILL	PAYMENT PLAN <input type="checkbox"/> ANNUAL <input type="checkbox"/> SEMI- ANNUAL <input type="checkbox"/> QUARTERLY	PREM FINANCED <input type="checkbox"/> OTHER: <input type="checkbox"/> % DOWN:	AUDIT <input checked="" type="checkbox"/> AT EXPIRATION <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> QUARTERLY	MONTHLY <input type="checkbox"/> OTHER
--------------------------------	--	---	--	--	--	---

LOCATIONS LIST ALL PHYSICAL LOCATIONS, INCLUDING OTHER STATES, WHETHER COVERAGE IS REQUESTED OR NOT. IF APPLICANT IS A PROFESSIONAL EMPLOYER ORGANIZATION (PEO) / EMPLOYEE LEASING COMPANY, LIST ALL CLIENT COMPANIES AND THEIR LOCATIONS

#	STREET, CITY, COUNTY, STATE, ZIP CODE
1	2436 N FEDERAL HWY # 364 POMPANO BEACH, FL 33064

POLICY INFORMATION

PROPOSED EFF DATE 02-05-2025	PROPOSED EXP DATE 02-05-2026	NORMAL ANNIVERSARY RATING DATE	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> NON-PARTICIPATING	RETRO PLAN	
PART 1 - WORKERS COMPENSATION (States)	PART 2 - EMPLOYER'S LIABILITY		PART 3 OTHER STATE INS	DEDUCTIBLE	OTHER COVERAGES U.S.L. & H. VOLUNTARY COMPENSATION
	\$ 500000	EACH ACCIDENT			
	\$ 500000	DISEASE - POLICY LIMIT			
	\$ 500000	DISEASE - EACH EMPLOYEE		COINSURANCE LIMIT	
DIVIDEND PLAN/SAFETY GROUP		ADDITIONAL COMPANY INFORMATION			

RATING INFORMATION

CHECK HERE IF LIST OF ADDITIONAL CLASS CODES ATTACHED

LOC	CLASS CODE	COMPANY USE	CATEGORIES, DUTIES, CLASSIFICATIONS	#OF EMPLOYEES	ACTUAL REMUNERATION PAST 12 MONTHS	ESTIMATED REMUNERATION FOR NEXT POLICY PERIOD	RATE	ESTIMATED ANNUAL PREMIUM
1	8803		AUDITOR, ACCOUNTANT, OR COMPUTER SYSTEM DESIGNER OR			30000		

SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS		FACTOR	FACTORED PREMIUM
TOTAL			\$
			\$
			\$
EXPERIENCE MODIFICATION			\$
MODIFIED PREMIUM			\$
PREMIUM DISCOUNT			\$
EXPENSE CONSTANT		N/A	\$
TOTAL ESTIMATED ANNUAL PREMIUM			\$ 250.00
MINIMUM PREMIUM			\$ 250.00
\$			

INDIVIDUALS INCLUDED / EXCLUDED

PARTNERS, OFFICERS, OWNERS TO BE INCLUDED OR EXCLUDED. (REMUNERATION TO EVIDENCE OF EXCLUSIONS/INCLUSIONS. DISCLOSURES OF THE SOCIAL SECURITY NUMBER BE INCLUDED MUST BE PART MEMBERS IS VOLUNTARY, AS AN OF RATING INFORMATION SECTION.) ATTACH LIST OF ADDITIONS/EXEMPTIONS, IF ANY. PROVIDE COPIES OF ALTERNATIVE, ATTACH A COPY OF EXEMPTION OR INCLUSION FORM FILED WITH THE STATE OF FLORIDA.

#	NAME	DATE OF BIRTH	SOCIAL SECURITY #	TITLE / RELATIONSHIP	OWNERSHIP %	DUTIES	INC / EXC	CLASS CODE	REMUNERATION
1	null null						E		
2	Kemarr Brown						E		
3									

PRIOR CARRIER INFORMATION / LOSS HISTORY

PROVIDE INFORMATION FOR THE PAST 5 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS					LOSS RUN ATTACHED	
YEAR	CARRIER & POLICY NUMBER	ACTUAL/AUDITED PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE
	CO: POL #:			0		
	CO: Unknown; Agency does not control POL #:					
	CO: POL #:					
	CO: POL #:					
	CO: POL #:					

NATURE OF BUSINESS / DESCRIPTION OF OPERATIONS

GIVE COMMENTS AND DESCRIPTIONS OF ALL BUSINESSES, OPERATIONS AND PRODUCTS (INCLUDING OTHER STATES): MANUFACTURING - RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT; CONTRACTOR - TYPE OF WORK, SUB-CONTRACTS; MERCANTILE - MERCHANDISE, CUSTOMERS, DELIVERIES; SERVICE - TYPE, LOCATION; FARM - ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS. IF CONTRACTOR, PROVIDE LICENSE NUMBER.

PROFESSIONAL EMPLOYER ORGANIZATION (PEO) / EMPLOYEE LEASING COMPANY TEMPORARY EMPLOYMENT SERVICE

Technology Consulting, Staffing & Custom Programming

EMPLOYEES - ATTACH A LIST OF ADDITIONAL EMPLOYEE NAMES

YEAR	CLASS CODE	SOCIAL SECURITY #	YEAR	CLASS CODE	SOCIAL SECURITY #

ATTACH THE LAST FOUR (4) EMPLOYERS QUARTERLY REPORTS OR IRS FORM 941. PLEASE EXPLAIN IF THE EMPLOYERS QUARTERLY REPORTS OR 941 IS NOT AVAILABLE. DISCLOSURE OF THE SOCIAL SECURITY NUMBERS IS VOLUNTARY. AS AN ALTERNATIVE, THE LATEST EMPLOYERS QUARTERLY REPORT WITH CLASS CODES ADDED CAN BE USED IN LIEU OF A SEPARATE LISTING OF EMPLOYEE NAMES, SOCIAL SECURITY NUMBER AND CLASS CODE. ANY EMPLOYEES NOT ON THE EMPLOYERS QUARTERLY REPORT SHOULD BE SHOWN SEPARATELY.

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES		YES	NO	EXPLAIN ALL "YES" RESPONSES		YES	NO
1.	DOES APPLICANT OWN, OPERATE OR LEASE AIRCRAFT / WATERCRAFT?			16.	ARE PHYSICALS REQUIRED AFTER OFFERS OF EMPLOYMENT ARE MADE?		
2.	DO / HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)			17.	ANY OTHER INSURANCE WITH THIS INSURER?		
				18.	ANY PRIOR COVERAGE DECLINED / CANCELLED / NON-RENEWED (Last 3 years)?		
3.	ANY WORK PERFORMED UNDERGROUND OR ABOVE 15 FEET?			19.	ARE EMPLOYEE HEALTH PLANS PROVIDED?		
4.	ANY WORK PERFORMED ON BARGES, VESSELS, DOCKS, BRIDGE OVER WATER?			20.	IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS / SUBSIDIARY?		
5.	IS APPLICANT ENGAGED IN ANY OTHER TYPE OF BUSINESS?			21.	DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?		
6.	ARE SUB-CONTRACTORS AND/OR INDEPENDENT CONTRACTORS USED?			22.	DO ANY EMPLOYEES PREDOMINANTLY WORK AT HOME?		
7.	ANY WORK SUBLET WITHOUT CERTIFICATES OF INS.?			23.	WHAT ARE YOUR ESTIMATED ANNUAL REVENUES? \$		
8.	IS A FORMAL SAFETY PROGRAM IN OPERATION?			24.	IS THERE ANY CURRENT OR ANTICIPATED DEBT FOR UNPAID PREMIUMS OWED TO ANY PREVIOUS WORKERS' COMPENSATION PROVIDER?		
9.	ANY GROUP TRANSPORTATION PROVIDED?			CONTACT INFORMATION			
10.	ANY EMPLOYEES UNDER 16 OR OVER 60 YEARS OF AGE?			INSPECTION	PHONE: 9548804881	NAME: Kemarr Brown	
11.	ANY PART TIME OR SEASONAL EMPLOYEES?				PHONE: 9548804881		
12.	IS THERE ANY VOLUNTEER OR DONATED LABOR?			ACCTNG RECORD	NAME: Kemarr Brown	PHONE: 9548804881	
13.	ANY EMPLOYEES WITH PHYSICAL HANDICAPS?				NAME: Kemarr Brown		
14.	DO EMPLOYEES TRAVEL OUT OF STATE?			CLAIMS INFO	PHONE: 9548804881	NAME: Kemarr Brown	
15.	ARE ATHLETIC TEAMS SPONSORED?				NAME: Kemarr Brown		

REMARKS

THE FILING OF AN APPLICATION CONTAINING FALSE, MISLEADING, OR INCOMPLETE INFORMATION PROVIDED WITH THE PURPOSE OF AVOIDING OR REDUCING THE AMOUNT OF PREMIUMS FOR WORKERS' COMPENSATION COVERAGE IS A FELONY OF THE THIRD DEGREE, PUNISHABLE AS PROVIDED IN S. 775.082, S. 775.083, OR S. 775.084.

I UNDERSTAND THAT AS THE EMPLOYER, I MUST UPDATE THE APPLICATION MONTHLY TO REFLECT ANY CHANGE IN THE REQUIRED APPLICATION INFORMATION; (THE FLORIDA WORKERS COMPENSATION CHANGE SHEET WILL BE USED FOR THIS PURPOSE.)

IF I FILE AN APPLICATION OR APPLICATION UPDATE CONTAINING FALSE, MISLEADING, OR INCOMPLETE INFORMATION WITH THE PURPOSE OF AVOIDING OR REDUCING THE AMOUNT OF PREMIUMS FOR WORKERS COMPENSATION COVERAGE IT IS A FELONY OF THE THIRD DEGREE OR AS OTHERWISE PUNISHABLE AS PROVIDED UNDER THE LAW.

I SHALL SUBMIT TO THE CARRIER, A COPY OF THE EMPLOYERS QUARTERLY REPORT AND SELF-AUDITS SUPPORTED BY THE EMPLOYERS QUARTERLY REPORT, AS REQUIRED BY CHAPTER 443, AT THE END OF EACH QUARTER. IF I OMIT THE NAME OF AN EMPLOYEE FROM THIS EMPLOYERS QUARTERLY REPORT, FLORIDA STATUTES STATE THAT I WILL REMAIN LIABLE AND WILL REIMBURSE THE CARRIER FOR ANY WORKERS COMPENSATION BENEFITS PAID TO THIS OMITTED EMPLOYEE;

I AGREE TO MAKE AVAILABLE, ALL RECORDS NECESSARY FOR THE PAYROLL VERIFICATION AUDIT AND PERMIT THE AUDITOR TO MAKE A PHYSICAL INSPECTION OF OUR OPERATIONS. I UNDERSTAND FAILURE TO DO THIS SHALL RESULT IN A \$500 PAYMENT TO THE CARRIER TO DEFRAY THE COST OF THE AUDITS;

THAT, IN ACCORDANCE WITH FLORIDA STATUTES 440.381(6), IF I (WE) UNDERSTATE OR CONCEAL PAYROLL, OR MISREPRESENT OR CONCEAL EMPLOYEE DUTIES SO AS TO AVOID PROPER CLASSIFICATION FOR PREMIUM CALCULATIONS, OR MISREPRESENT OR CONCEAL INFORMATION PERTINENT TO THE COMPUTATION AND APPLICATION OF AN EXPERIENCE RATING MODIFICATION FACTOR, I (WE) SHALL PAY A PENALTY OF TEN (10) TIMES THE AMOUNT OF THE DIFFERENCE IN PREMIUM PAID AND THE AMOUNT I (WE) SHOULD HAVE PAID, AND REASONABLE ATTORNEY'S FEES.

FORMER NAMES AND OWNERS

FOR EACH COVERED THE LAST 5 YEARS, LIST THE CURRENT BUSINESS NAME AND ANY FORMER NAMES OR PREDECESSOR COMPANIES FOR ALL COMPANIES TO BE COVERED BY THE POLICY. INCLUDE THE FEIN FOR EACH COMPANY.

FOR EACH COVERED COMPANY, LIST ANY CURRENT OWNER WHO HAS MORE THAN 5% OWNERSHIP INTEREST. FOR EACH COVERED COMPANY OR PREDECESSOR COMPANY, LIST ANY OWNER WHO HAD MORE THAN 5% OWNERSHIP INTEREST IN THE LAST 5 YEARS.

OWNERSHIP / COMBINABILITY

DOES THIS BUSINESS OR ANY OF THE OWNERS OF THIS BUSINESS, EITHER INDIVIDUALLY OR IN COMBINATION WITH OTHER OWNERS OF THIS BUSINESS, OWN MORE THAN 50% OF ANY OTHER BUSINESS, WHICH OPERATED AT ANY TIME DURING THE FIVE YEARS PRIOR TO THIS APPLICATION?

YES NO

OR, DOES THIS BUSINESS OWN A MAJORITY INTEREST IN ANOTHER ENTITY, WHICH IN TURN OWNS A MAJORITY INTEREST IN ANY ENTITY THAT OPERATED AT ANY TIME IN THE FIVE YEARS PRIOR TO THIS APPLICATION?

YES NO

IF THE ANSWER TO EITHER OF THE ABOVE QUESTIONS IS YES COMPLETE THE FOLLOWING SUPPLEMENTAL OWNERSHIP / COMBINABILITY QUESTIONS:

1. IDENTIFY BY NAME, ADDRESS, AND FEIN EACH BUSINESS WHICH IS RELATED BY COMMON OWNERSHIP TO THE APPLICANT BUSINESS.
2. SET FORTH THE DATES EACH BUSINESS WAS IN OPERATION, THE INSURANCE COMPANY THAT PROVIDED WORKERS' COMPENSATION INSURANCE, THE POLICY NUMBER AND THE EXPERIENCE MODIFICATION FACTOR APPLIED TO EACH SUCH POLICY.
3. IF THE POLICY WAS WRITTEN WITHOUT AN EXPERIENCE MODIFICATION FACTOR, PLEASE STATE.

THE APPLICANT HEREBY AUTHORIZES AND REQUESTS EACH RATING ORGANIZATION WITH EXPERIENCE RATING INFORMATION RELATED TO THE APPLICANT AND THE BUSINESS SET FORTH ABOVE TO RELEASE SUCH INFORMATION TO THE INSURER, FWCJUA, OR OTHER RATING ORGANIZATION SO THAT THE CORRECT EXPERIENCE MODIFICATION FACTOR CAN BE DETERMINED.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE ABOVE STATEMENTS AND PERSONALLY SWEAR THAT THE INFORMATION CONTAINED IN THE APPLICATION IS ACCURATE. THAT I, AS AN OWNER / OFFICER, AM FULLY AUTHORIZED TO SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT AND TO SIGN THE APPLICATION.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

AS AGENT / PRODUCER I HEREBY ATTEST THAT I HAVE GIVEN THE APPLICANT/SIGNATORY THE OPPORTUNITY TO READ THE APPLICATION AND I HAVE EXPLAINED ANY AND ALL QUESTIONS REGARDING THE APPLICATION. I ALSO ATTEST THAT I HAVE EXPLAINED TO THE EMPLOYER OR OFFICER THE CLASSIFICATION CODES THAT ARE USED FOR PREMIUM CALCULATIONS PURSUANT TO SECTION 440.381 (2), FLORIDA STATUTES.

OWNER / OFFICER SIGNATURE

DATE

PRINT NAME

PRODUCER'S SIGNATURE
DOS/Signature:

DATE

Ashley Gore-Carr

2/4/2025

1F03FBEDDEB20410...

Name and Address

PointTech Business Solutions, LLC OnPointe Government Solutions
2436 N FEDERAL HWY # 364
POMPANO BEACH FL 33064

Additional Information

ADDITIONAL AGENCY INFORMATION:-
Agency CSR Email:- Ashley.Gore-Carr@thehartford.com

ADDITIONAL BILLING/AUDIT INFORMATION:-
Billing Frequency :- Full Pay

ADDITIONAL APPLICANT INFORMATION:-
Legal Entity:- LLC

Insured Website:-<https://www.onpointegov.com/>

ADDITIONAL CONTACT INFORMATION:-
Inspection Contact E-mail:- innovate@onpointegov.com

Accounting Contact E-mail:- innovate@onpointegov.com

Claims Contact E-mail:- innovate@onpointegov.com

ADDITIONAL UNDERWRITING QUESTIONNAIRE:-

- Are any employees leased from a PEO (Professional Employment Organization)? NO
- Does the insured have more than 50% interest in any other business? YES
- Are other businesses listed as Named Insureds on this quote? NO
- Does the customer offer any staffing services to third party clients? NO
- Does the customer design, develop or maintain a software and/or mobile application that connects the public to an individual who provides services? NO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS 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 have ADDITIONAL INSURED provisions or 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 Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No. Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED PointTech Business Solutions, LLC dba OnPointe Government Solutions DBA OnPointe Government Solutions 2436 N. Federal Hwy Suite 364 Pompano Beach, FL 33064	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE AND CONDITIONS OF COVERAGE				POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
INSR LTR	TYPE OF INSURANCE		ADD'L SUBR INSD WVD									
A	X COMMERCIAL GENERAL LIABILITY		Y	P103.493.602.1		02/05/2025	02/05/2026	EACH OCCURRENCE		\$ 1,000,000		
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR									DAMAGE TO RENTED PREMISES (Ea occurrence)		\$ 100,000
										MED EXP (Any one person)		\$ 5,000
										PERSONAL & ADV INJURY		\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE		\$ 2,000,000
	X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC									PRODUCTS - COMP/OP AGG		\$ S/T Gen. Agg.
	OTHER:											\$
	AUTOMOBILE LIABILITY											
ANY AUTO								BODILY INJURY (Per person)		\$		
ALL OWNED AUTOS		SCHEDULED AUTOS						BODILY INJURY (Per accident)		\$		
HIRED AUTOS		NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)		\$		
UMBRELLA LIAB										\$		
EXCESS LIAB		OCCUR CLAIMS-MADE						EACH OCCURRENCE		\$		
DED <input type="checkbox"/> RETENTION \$								AGGREGATE		\$		
										\$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				Y/N N/A					PER STATUTE	OTHE- R		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)									E.L. EACH ACCIDENT		\$	
If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE		\$	
									E.L. DISEASE - POLICY LIMIT		\$	
A	Professional Liability			Y	P104.453.099.1		02/05/2025	02/05/2026	Each Claim: \$ 1,000,000 Aggregate: \$ 2,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Hollywood Florida is listed as Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

City of Hollywood
Development Services-2/F New Library
2600 Hollywood Blvd
Hollywood, FL 33020

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

Mary J. Boyd

RESOLUTION NO. R-2025-026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A BLANKET PURCHASE AGREEMENT WITH POINTTECH BUSINESS SOLUTIONS, LLC D/B/A ONPOINTE GOVERNMENT SOLUTIONS, LLC FOR PROFESSIONAL CONSULTANT SERVICES IN AN ANNUAL AMOUNT UP TO \$410,000.00 OVER A ONE-YEAR PERIOD FROM JANUARY 15, 2025, TO JANUARY 14, 2026, WITH FOUR OPTIONAL ONE-YEAR RENEWALS IN ACCORDANCE WITH SECTION 38.41(C)(9) OF THE PROCUREMENT CODE. (BEST INTEREST)

WHEREAS, the Department of Development Services ("Department") requires professional consultant services for the Building and Planning Divisions as it anticipates an influx of large-scale development projects in addition to existing multi-million dollar priority projects; and

WHEREAS, the Department has determined that it is in the best interest of the City to acquire professional consulting services from PointTech Business Solutions, LLC d/b/a OnPointe Government Solutions, LLC ("OnPointe") due to the vendor's expertise and success in neighboring cities across Dade and Broward counties, their roster of subject matter experts in the construction industry that gives them leverage in handling challenges on a shorter timeframe, and their ability to efficiently manage the quality, compliance, and fast delivery of large-scale construction projects from initial application to final approval; and

WHEREAS, OnPointe is familiar with the City's Building Division processes and the use of their services is anticipated for large development project that will require additional consultation and staff augmentation services; and

WHEREAS, the period of performance during which the desired consultant services will be acquired begins on January 15, 2025, to January 14, 2026, for an annual amount not to exceed \$410,000.00 with four optional one-year renewals; and

WHEREAS, Section 38.41(C)(9) of the Procurement Code states that when the City Commission declares by a five-sevenths (5/7ths) affirmative vote that competitive bidding and competitive proposals are not in the best interest of the City, such purchases are exempt from competitive bidding and competitive proposal requirements; and

WHEREAS, the Director of the Department and Chief Procurement Officer recommend that the City Commission approve and authorize the execution of a Blanket

Purchase Agreement to OnPointe and execution of a Consulting Contract/Professional Services for professional consultant services, including staff augmentation, in an annual amount not to exceed \$410,000.00; and

WHEREAS, a portion of the funding for agreement is available in the FY 2025 Operating Budget in account numbers 114.140301.52400.531170.000000.000.000 and 001.140401.51500.531170.000000.000 and will be budgeted in subsequent fiscal years subject to approval and adoption by the City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution or issuance, by the appropriate City officials, of a Blanket Purchase Agreement and execution of a Consulting Contract/Professional Services Agreement with OnPointe, together with such non-material changes as may subsequently be agreed to by the City Manager and approved as to form by the City Attorney.

Section 3: That it authorizes the City Manager to execute future renewals of this contract, if needed.

Section 4: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 5 day of February, 2025.


JOSH LEVY, MAYOR

ATTEST:


PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM:


DAMARIS HENLON
INTERIM CITY ATTORNEY



Blanket Purchase Agreement PA601020

Supplier Details:

Company PointTech Business Solutions, LLC dba OnPointe Government Solutions, LLC
Contact Kemarr Brown
Address 2436 N. Federal Hwy
Suite 364
Lighthouse Point, FL 33064

Submit your response to:

Company City of Hollywood, FL - Development Services Administration
Contact Jean-Michel, Pierre
Address 2600 Hollywood Blvd
Hollywood FL 33020
Phone 954-921-3482
Fax
E-mail pjean-michel@hollywoodfl.org

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Purchase Agreement with your Company based on the following:

Best Interest Reso No. R-2025-XX



Blanket Purchase Agreement PA601020

Agreement	PA601020
Creation Date	02-DEC-2024
Revision	0
Agreement Amount	410,000.00 USD

VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO ACCOUNTSPAYABLE@HOLLYWOODFL.ORG.

OR
Mail To

City of Hollywood
Accounts Payable, Room 119
P.O. Box 229045
Hollywood, FL 33022-9045

Supplier **PointTech Business Solutions, LLC dba OnPointe**
Government Solutions, LLC
2436 N. Federal Hwy
Suite 364
Lighthouse Point, FL 33064

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Destination
	104404	Net 30	None		
	Start Date	End Date		Shipping Method	
	01/15/2025	01/14/2026			
Initial Award Term	01/15/2025	01/14/2026			
First Renewal Period	01/15/2026	01/14/2027			
Second Renewal Period	01/15/2027	01/14/2028			
Third Renewal Period	01/15/2028	01/14/2029			
Fourth Renewal Period	01/15/2029	01/14/2030			

Attachments

Type	File Name or URL	Title	Description

Line	Item	UOM	Price	Expiration Date
1	Project Management Services - Building Division - \$125/hr; NTE \$49,875.00		0.00	
	Attachments			
	Type	File Name or URL	Title	Description
2	Planner Staff Augmentation - Planning Division - \$105/hr; NTE \$47,250.00		0.00	

Type	File Name or URL	Title	Description



Blanket Purchase Agreement PA601020

DRAFT



Blanket Purchase Agreement PA601020

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller, will be liable for excess costs of reprocurement.

F.O.B.

In those cases where F.O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected



Blanket Purchase Agreement PA601020

commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.



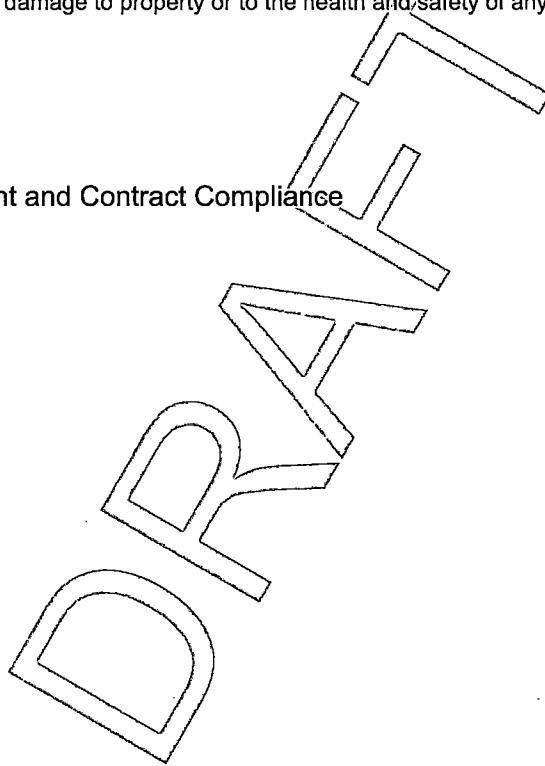
Blanket Purchase Agreement PA601020

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Otis Thomas
Director, Procurement and Contract Compliance

A large, handwritten signature in black ink. The signature reads "O. THOMAS" in a stylized, blocky font. The "O" is particularly large and prominent. The "T" has a vertical stem with a horizontal bar extending to the right. The "H" is a simple "H" shape. The "M" is a "M" shape. The "A" is a "A" shape. The "S" is a "S" shape.

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 5th day of February, 2025, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter the "CITY"), and PointTech Business Solutions LLC dba OnPointe Government Solutions, a corporation authorized to do business in the State of Florida, whose principal office is located at 2436 North Federal Highway, Suite 364, Pompano Beach, FL 33064, whose Federal I.D. number is 47-3629328 (hereinafter referred to as "CONSULTANT").

WHEREAS, the Department of Development Services ("DEPARTMENT") requires professional consultant services for the Building and Planning Divisions as it anticipates an influx of large-scale development projects in addition to existing multi-million dollar priority projects; and

WHEREAS, the DEPARTMENT has determined that it is in the best interest of the CITY to acquire professional consulting services from CONSULTANT due to CONSULTANT's expertise and success in their ability to efficiently manage the quality, compliance, and fast delivery of large-scale construction projects from initial application to final approval; and

WHEREAS, CONSULTANT is familiar with the CITY's Building Division processes and the use of their services is anticipated for large development projects that will require additional consultation and staff augmentation services; and

WHEREAS, on February 5th, 2025 the City Commission of the City of Hollywood, Florida, approved Item ___, authorizing the issuance of a Blanket Purchase Agreement to the CONSULTANT and execution of the Contract for Consulting/Professional Services Agreement in an annual amount up to \$410,000.00 covering the period February 5th, 2025 to February 4th 2026, with four optional one-year renewals; and

NOW, THEREFORE, in consideration of the mutual promises set forth in this Contract, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services for the DEPARTMENT specifically set forth in the attached Exhibit "A".

The CONSULTANT'S Representative shall be: Kemarr Brown
Telephone: (954) 880-4881

The CITY'S Representative shall be: Andria Wingett, Director of Development Services
Telephone: (954) 921-3471 ext. 6621

ARTICLE 2 – SCHEDULE/TERM

The CONSULTANT shall commence services upon receipt of the executed contract and shall complete all services by February 4th, 2026, with the possibility of 4 annual renewals per the City's option.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the CITY under this Contract for all services, materials, out-of-pocket expenses and also including any approved subcontracts shall not exceed a total contract amount of \$410,000.00 annually, as proposed by the CONSULTANT and accepted by the CITY. For purposes of this Contract, out-of-pocket expenses are for such items as travel, copying, postage, and express mail. The CONSULTANT will bill the CITY on an hourly basis against the total amount set forth in Exhibit "A" for services rendered toward the completion of the Scope of Services and as outlined in Exhibit "A". It is acknowledged and agreed to by the CONSULTANT that the dollar limitation set forth in this section is a limitation upon, and describes the maximum extent of, CITY'S obligation to pay CONSULTANT but does not include a limitation upon CONSULTANT'S duty to perform all services set forth in Exhibit "A" for the total compensation in the amount of or less than the guaranteed maximum stated above. The invoices shall include the hours and specific services rendered on a daily basis.
- B. Invoices received by the CITY from the CONSULTANT pursuant to this Contract will be reviewed and approved in writing by the CITY'S Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the CITY'S Financial Services Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within 30 days following the CITY Representative's approval. In addition to detailed invoices, upon request of the CITY'S Representative, CONSULTANT will provide City with detailed periodic Status Reports on projects.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. This final invoice shall also certify that all services provided by CONSULTANT have been properly performed and all charges and costs have been invoiced to the CITY. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the CONSULTANT.
- D. The total amount authorized may not be expended and will be on an as needed basis upon CITY approval and authorization.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service based on CONSULTANT'S 2020 rate schedule. Should the CITY determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon 30 days prior written notice to the City's Representative in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice from the CITY'S Representative to the CONSULTANT. Unless the CONSULTANT is in breach of its Contract, the CONSULTANT shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars paid to the CONSULTANT, the adequacy of which is acknowledged, is given as specific and independent consideration of the CITY'S right to terminate this Contract for convenience. Termination for cause by the CITY shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the CITY as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY. This contract does not create a partnership or joint venture between the parties.

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY, nor shall such personnel be entitled to any benefits of the CITY including, but not limited to, pension, health and workers' compensation benefits.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Article 1, must be made known to the CITY'S Representative and written approval must be granted by the CITY'S Representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

CONSULTANT shall not subcontract any services or work to be provided to CITY without the prior written approval of the CITY'S Representative. The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The CITY'S acceptance of a subcontractor shall not be unreasonably withheld.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the City Commission. The City Commission has appropriated sufficient funds in the FY-25 Operating Budget for this Contract, and will appropriate funds in succeeding fiscal years' budgets, if necessary.

ARTICLE 10 - INSURANCE REQUIREMENTS

The CONSULTANT shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY, nor shall the CONSULTANT allow any Subcontractor to commence work on its sub-contract until all similar such insurance required of the Subcontractor has been obtained and approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least 30 days prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings with a minimum A.M. Best rating of A-.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

REQUIRED INSURANCE

1. Commercial General Liability Insurance

Prior to the commencement of work governed by this contract, the Consultant shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- a. Premises Operations
- b. Products and Completed Operations
- c. Personal & Advertising Injury
- d. Damages to rented premises

The minimum limits acceptable shall be:

\$1,000,000 Each Occurrence / \$2,000,000 General Aggregate

The City of Hollywood shall be named as Additional Insured.

The City of Hollywood must be the certificate holder per the following format:

City of Hollywood (Nothing else on this line)
Department Name & Room # (if applicable)
Department Address
Department Address

2. Professional Liability Insurance

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

\$1,000,000 each claim / \$2,000,000 aggregate

If coverage is provided on a claims made basis an "extended reporting period" of (5) years will be required.

CONSULTANT shall notify the CITY Risk Manager in writing within thirty days of any claims filed or made against the Professional Liability Insurance Policy.

3. Worker's Compensation Insurance

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$500,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$500,000 Bodily Injury by Disease, each employee

Please Note:

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.

The CITY reserves the right to require additional insurance in order to meet the full value of the contract.

The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 11 - INDEMNIFICATION

The CONSULTANT shall indemnify, defend and hold harmless the CITY, its officials, appointed officers, agents and employee, from and against any and all liability, suits, actions, damages, costs, losses and expenses, including, but not limited to attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the services under this Contract. These provisions shall survive the expiration or earlier termination of this Contract. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CITY relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the CITY in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. CONSULTANT acknowledges and agrees that CITY would not enter into this contract without this indemnification of CITY by CONSULTANT, and that CITY'S entering into this contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this contract shall be construed to affect, in any way, the CITY's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Florida Statutes §768.28.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each bind itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the CONSULTANT shall assign, sublet, encumber, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action between the parties arising out of the Contract will be brought in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY'S Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notice by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notice and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - DEBT

The CONSULTANT shall not pledge the CITY'S credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY'S Representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Pursuant to Section 119.0701, Florida Statutes, any party contracting with CITY is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that the CITY would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to CITY all public records in that party's possession upon termination of its contract with CITY and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to CITY in a format that is compatible with the CITY'S information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020.

ARTICLE 18 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by CONSULTANT.

ARTICLE 19 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract or until completion of any audit, whichever is later. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 20 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 21 - INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S Representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every

other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 - MODIFICATION OF SCOPE OF WORK

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and the CITY, and if such amendment is in excess of \$50,000 it must also first be approved by the CITY Commission and signed by the appropriate City Official authorized by the City Commission.

The CITY shall not be liable for payment of any additional or modified work which is not authorized in the manner provided for by this Article.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Hollywood
Development Services Department
Attn: Andria Wingett
P.O. Box 229045
Hollywood, FL. 33020

With A Copy to: City Attorney

**2600 Hollywood Blvd., Rm. 407
Hollywood, Florida 33020**

and if sent to the CONSULTANT shall be mailed to:

**Kemarr Brown
OnPointe Government Solutions
2436 North Federal Highway, Suite 364
Pompano Beach, FL 33064**

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by CONSULTANT in connection with this Contract shall become property of the CITY, whether the project for which they are made is completed or not, and shall be delivered by CONSULTANT to CITY within ten days of notice of termination. If applicable, CITY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

ATTEST:

Patricia A. Cerny, MMC, City Clerk

City of Hollywood, a municipal corporation of the State of Florida

By: _____
George R. Keller, Jr., City Manager

APPROVED AS TO FORM:

Damaris Henlon
Interim City Attorney

Approved by:

Stephanie Tinsley
Director of Financial Services

AS TO CONSULTANT

ATTEST:

Corporate Secretary

POINTTECH BUSINESS SOLUTIONS LLC

By: _____

(Signature)

Name: _____

Title: _____

EXHIBIT "A"
SCOPE OF SERVICES

The CONSULTANT shall provide staff augmentation for project management, current planning, long-range planning, transportation, civil engineering, landscaping, CEI inspections, arborist, training, and a full suite of technology implementation and advisory services on an as needed basis. CONSULTANT will perform services in accordance with City Code, amendments and ordinances.

1. CHANGES TO SCOPE OF SERVICES

Any changes to services between the CITY and CONSULTANT shall be made in writing that shall specifically designate any changes in Service levels and compensation for the Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Agreement Amendment executed by both Parties.

2. PROFESSIONAL FEE SCHEDULE

BUILDING SUPPORT SERVICES

Senior Project Manager	\$185 ph
Project Manager	\$155 ph
Project Coordinator	\$125 ph
Senior Permit Technician	\$ 90 ph
Permit Technician	\$ 70 ph
Building Plans Reviewer & Inspector	\$135 ph
Arborist/Landscape Inspector	\$140 ph
Floodplain Manager	\$125 ph

PLANNING SUPPORT SERVICES

Planning Director	\$205 ph
Planning Administrator	\$183 ph
Planning Manager	\$170 ph
Principal Planner	\$155 ph
Planning Associate	\$128 ph
Planner II	\$105 ph
Planner I	\$100 ph
Zoning Plans Reviewer	\$105 ph
Zoning Technician	\$100 ph
New Business Specialist	\$ 95 ph
Grants Administrator	\$155 ph
Grants Coordinator/Facilitator	\$125 ph

ENGINEERING SUPPORT SERVICES

Principal	\$245 ph
Engineer Reviewer (Senior)	\$185 ph
Engineer Review (Junior)	\$165 ph
Senior Project Manager	\$195 ph
Project Manager	\$175 ph
CADD Designer	\$135 ph
MOT Inspector (CEI)	\$113 ph
Permit Administrator	\$115 ph

TECHNOLOGY AND BUSINESS SUPPORT SERVICES

Management Advisory -Strategic Planning	\$193 ph
IT Project Manager	\$175 ph
Document Controls Professional	\$135 ph
Senior Applications Developer	\$175 ph
GIS Coordinator	\$150 ph
Network Administrator	\$155 ph
Database Administrator	\$175 ph
GIS Specialist	\$135 ph
Senior Business Analyst	\$125 ph
Business Analyst	\$105 ph
Applications Support Analyst	\$95 ph
Instructional Designer	\$125 ph
Data Analyst	\$105 ph
Business Applications Trainer	\$135 ph
Communications & Marketing Principal	\$95 ph
Graphic Design & Web Services	\$105 ph