



# City of Hollywood, Florida

2600 HOLLYWOOD BLVD. • P.O. BOX 229045 • ZIP 33022-9045

DATE: September 19, 2017

RE: BLANKET ORDER #: B002646

PRODUCT/SERVICE: SANITATION AND SAFETY  
AMBASSADORS FOR THE HOLLYWOOD CRA  
DOWNTOWN DISTRICT.

Mydatt Services, Inc  
Dbas: Block by Block  
Attn: James Wells  
7135 Charlotte Pike, Ste. # 100  
Nashville, Tennessee 37209

Telephone Contact: 615-850-4960  
Email: Jwells@blockbyblock.com

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering into a Blanket Order with your

- |   |        |
|---|--------|
| <input type="checkbox"/> FORMAL BID #   |        |
| <input type="checkbox"/> INFORMAL BID #   | DATED: |
| <input type="checkbox"/> RENEWAL OF FORMAL BID #  | DATED: |
| <input type="checkbox"/> EXTENSION OF FORMAL BID/RFP#   | DATED: |
| <input type="checkbox"/> WRITTEN QUOTATION #  | DATED: |
| <input type="checkbox"/> VERBAL QUOTATION PER   | DATED: |
| <input type="checkbox"/> STATE OF FLORIDA CONTRACT #  | DATED: |
| <input type="checkbox"/> BROWARD COUNTY BID #   |        |
| <input checked="" type="checkbox"/> OTHER: RFP-14-601 Piggyback Coconut Grove Business Improvement District |        |

The term of this order is 11/6/2017 through 09/30/2019. Approval via Resolution # R-DCRA-2017-36, Dated: 10/04/2017.

The estimated dollar value not to exceed \$299,869.87.

The obligations of the City of Hollywood under this order are subject to the availability of funds lawfully appropriated for its purpose by the City Commission and are subject to the terms and conditions contained on the Purchase Order form.

**\*\*Prior to commencement of any work, vendor must provide certificates of insurance meeting the requirements of the Risk Manager and naming the City of Hollywood as additional insured. Please forward copies to Procurement Services.**

The City of Hollywood Departments will issue hard copy orders against this Blanket Order as your authorization to deliver. All invoices must reference each unique document number.

If you have any questions, please contact Janice English at (954) 921-3345.

c: CRA  
Finance

*IC for Janice 11/20/17*

CITY OF HOLLYWOOD  
BLANKET PURCHASE ORDERS  
11/06/14 - 09/30/19

BPO #	B002646	DATE :	10/22/14	START DATE :	11/06/14	END DATE :	09/30/19	CONTRACT # :	RFP-14-601		
LINE #	VENDOR	ADDR #	STOCK #	REF #	TYPE	TRANS #	UOM	MIN QTY	MAX QTY	UNIT PRICE	QTY USED
HAZARDOUS						ACCOUNT #			ACCOUNT NAME		TAX CODE
1	33017	0		MGMT FEE	N	259500032945	MO	00000001.0000	00000060.0000	3128.33000	00000035.0000
	MYDATT, INC.			988/56							
	BPO DESCRIPTION:			MANAGEMENT FEE							
	BPO DESCRIPTION:			BILLED MONTHLY - \$3,128.33							
	BPO DESCRIPTION:			HOLLYWOOD CRA DOWNTOWN DISTRICT							
	BPO DESCRIPTION:			PER RFP-14-601 PIGGYBACK COCONUT							
	BPO DESCRIPTION:			GROVE BUSINESS IMPROVEMENT DISTRICT							
2	33017	0		SA	N	303100001768	HR	00000001.0000	00022000.0000	14.21000	00016710.0000
	MYDATT, INC.			990/46							
	BPO DESCRIPTION:			SAFETY AMEASSADOR							
	BPO DESCRIPTION:			PER RFP-14-601 PIGGYBACK COCONUT							
	BPO DESCRIPTION:			GROVE BUSINESS IMPROVEMENT DISTRICT							
3	33017	0		SA OT	N	303100001769	HR	00000001.0000	00000010.0000	17.90000	00000000.0000
	MYDATT, INC.			990/46							
	BPO DESCRIPTION:			SAFETY AMEASSADOR OVER TIME							
	BPO DESCRIPTION:			PER RFP-14-601 PIGGYBACK COCONUT							
	BPO DESCRIPTION:			GROVE BUSINESS IMPROVEMENT DISTRICT							
4	33017	0		CT	N	303100001770	HR	00000001.0000	00022000.0000	13.62000	00016138.4155
	MYDATT, INC.			988/56							
	BPO DESCRIPTION:			CLEAN TEAM							
	BPO DESCRIPTION:			PER RFP-14-601 PIGGYBACK COCONUT							
	BPO DESCRIPTION:			GROVE BUSINESS IMPROVEMENT DISTRICT							
5	33017	0		CT OT	N	303100001771	HR	00000001.0000	00000020.0000	17.00000	00000006.5000
	MYDATT, INC.			988/56							
	BPO DESCRIPTION:			CLEAN TEAM OVER TIME							
	BPO DESCRIPTION:			PER RFP-14-601 PIGGYBACK COCONUT							
	BPO DESCRIPTION:			GROVE BUSINESS IMPROVEMENT DISTRICT							
6	33017	0		LEAD	N	303100001772	HR	00000001.0000	00010000.0000	15.11000	00007335.0000
	MYDATT, INC.			988/56							
	BPO DESCRIPTION:			TEAM LEADER/CLEAN							
	BPO DESCRIPTION:			PER RFP-14-601 PIGGYBACK COCONUT							
	BPO DESCRIPTION:			GROVE BUSINESS IMPROVEMENT DISTRICT							
7	33017	0		LEAD OT	N	303100001773	HR	00000001.0000	00000010.0000	19.24000	00000003.5000
	MYDATT, INC.			988/56							

CITY OF HOLLYWOOD  
BLANKET PURCHASE ORDERS  
11/06/14 - 09/30/19

BPO DESCRIPTION: TEAM LEADER/CLEAN OVER TIME  
BPO DESCRIPTION: PER REP-14-601 PIGGYBACK COCONUT  
BPO DESCRIPTION: GROVE BUSINESS IMPROVEMENT DISTRICT

8	33017	0	MAN	988/56	N 3031000001774 HR	000000001.0000	00008500.0000	27.81000	00006146.5000
MYDATT, INC.									
BPO DESCRIPTION: OPERATIONS MANAGER									
BPO DESCRIPTION: PER REP-14-601 PIGGYBACK COCONUT									
BPO DESCRIPTION: GROVE BUSINESS IMPROVEMENT DISTRICT									

## 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 the 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 the 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 reprourement.

### 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

Sellers 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 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.

RESOLUTION NO. R-DCRA-2017- 36

A RESOLUTION OF THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE APPROPRIATE CRA OFFICIALS TO ISSUE THE ATTACHED BLANKET PURCHASE ORDER RENEWING THE AGREEMENT BETWEEN MYDATT SERVICES, INC., DBA BLOCK BY BLOCK, AND THE CRA FOR SANITATION AND SECURITY SERVICES IN AN AMOUNT NOT TO EXCEED \$299,869.87.

WHEREAS, the CRA requires supplemental sanitation and security services in the Hollywood CRA Downtown District and at the ArtsPark location; and

WHEREAS, on November 5, 2014, the CRA Board approved the execution and issuance of blanket purchase order number B002646 to Mydatt Services, Inc., dba Block by Block, of Nashville, TN to provide the needed services, in accordance with RFP Number 14-601 (Piggyback Coconut Grove Business Improvement District of Miami, Florida) for an initial three (3) year period with the right to renew for one (1) additional two (2) year period, in an amount not to exceed \$299,869.87; and

WHEREAS, the CRA desires to renew the blanket purchase order for the two (2) year renewal period; and

WHEREAS, Mydatt Services, Inc., dba Block by Block, has agreed to renew the contract for the two (2) year renewal period; and

WHEREAS, Mydatt Services, Inc., dba Block by Block, continues to provide the required service to the CRA in a satisfactory manner; and

WHEREAS, staff recommends that the CRA Board approve the renewal of the attached blanket purchase order to Mydatt Services, Inc., dba Block by Block, for supplemental sanitation and security services in the Hollywood CRA Downtown District and at the ArtsPark location, for a two (2) year period in an amount not to exceed \$299,869.87; and

WHEREAS, renewal is subject to the CRA's receipt of all insurance certificates required by the City of Hollywood's Risk Manager, and indemnity to the CRA; and

WHEREAS, funding has been provided in the FY 2018 Operating Budget, account number 66.0186.00150.552.015201 – Downtown Maintenance;

NOW THEREFORE, BE IT RESOLVED BY THE HOLLYWOOD, FLORIDA  
COMMUNITY REDEVELOPMENT AGENCY:


Section 1: That it hereby approves and authorizes the renewal of the attached  
blanket purchase order between Mydatt Services, Inc., dba Block by Block and the CRA  
together with such non-material changes as may be subsequently agreed to by the CRA  
Executive Director and approved as to form and legality by the CRA General Counsel.

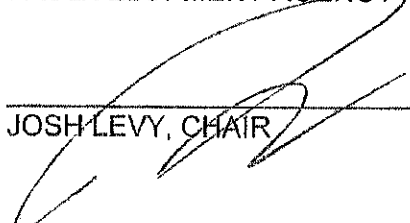
Section 2: That this resolution shall be in full force and effect immediately  
upon its passage and adoption.

PASSED AND ADOPTED this 4<sup>th</sup> day of October, 2017.

ATTEST:

HOLLYWOOD, FLORIDA COMMUNITY  
REDEVELOPMENT AGENCY

  
\_\_\_\_\_  
PHYLLIS LEWIS, BOARD SECRETARY

  
\_\_\_\_\_  
JOSH LEVY, CHAIR

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the Hollywood,  
Florida Community Redevelopment Agency  
only.

  
\_\_\_\_\_  
ALAN FALLIK, ACTING GENERAL COUNSEL *afk*



**CITY OF HOLLYWOOD, FLORIDA**  
**PROCUREMENT SERVICES DIVISION**

2017 SEP 21 AM 9:57

**DATE:** August 29, 2017

**FILE:** PR-17-277

**TO:** Jorge Camejo, Director  
CRA

**FROM:** Janice English, Contracts Officer  
Procurement Services

**SUBJECT:** Blanket Contract Renewal for Sanitation and Safety Ambassadors for the Hollywood CRA Downtown District - B002646 - Mydatt Services, Inc DBA Block by Block

**ISSUE:**

The current period of the above contract expires 11/05/17. The contract is renewable for an additional two (2) year period if it is determined to be in the City's best interest and the vendor agrees to the renewal in writing.

**EXPLANATION:**

Notification of Intent to Renew must be mailed to the vendor thirty (30) calendar days in advance of the contract expiration date. Accordingly, it is requested that you give this matter your immediate attention thereby providing a timely reply to preclude contract expiration.

If you do not want to renew this contract, please explain the reason(s) in a separate memo. Also note that this contract will expire on the date mentioned above and if a new contract is to be established, you must submit bid specifications.

**RECOMMENDATION:**

Please reply to Procurement Services as soon as possible by returning this memo appropriately filled out, signed and dated.

Date: 20 Sep 17

To: Janice English, Procurement Services

The Director of CRA recommends the following:

☒ RENEW the contract under the same terms and conditions. The Budget Account Number to be charged is 66.0186.0150.552.015201.

☐ DO NOT renew this contract. See attached memo explaining the reason(s).

☐ DO NOT renew this contract. DO NOT prepare a replacement bid (items/services no longer needed).

☒ Estimated annual usage/expenditure is: \$299,869.87

By: Yvette Scott-Phillip

Title: Budget Manager



**CITY OF HOLLYWOOD, FLORIDA**  
**PROCUREMENT SERVICES DIVISION**

**Department/Office**  
**Contract Renewal Evaluation**

Date: 20 Sep 17	
Department/Office: CRA	Division/Area: 1911/1912
Contact Person: Lisa Liotta	Title: Redevelopment + Operations Manager
Contact phone number: 954 924 2980	Contact Email: LLIOTTA@hollywoodfl.org
Purchase Order/Blanket Purchase Order #: B002646	
Contract Expiration Date: Nov 5, 2017	
Vendor: Mycliff Services DBA Block by Block	Contact Person: Brandon Lanier
Contact phone number: 202-815-6191	Contact Email: BLANIER@BlockbyBlock.com
Good/Service: Sanitation / Safety Ambassadors	Solicitation #:

1. How would you rate the quality of goods/services?

☐ Excellent ☒ Good ☐ Satisfactory ☐ Poor

2. How would you rate the courteousness vendor's personnel?

☐ Excellent ☒ Good ☐ Satisfactory ☐ Poor

3. With regards to the goods or services provided, how satisfied are you with the following items?  
(Please check one per category)

	Excellent	Good	Satisfactory	Poor
Overall Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Value	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Frequency of Contact	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness to request	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Are all goods/services on the contract being performed at the agreed upon time and manner?

☒ Yes ☐ No

If no, please explain?

5. If you contacted the vendor, were all your questions or any issues resolved to your complete satisfaction?

☒ Yes ☐ No ☐ Did not need to contact

If no, please explain?





**CITY OF HOLLYWOOD, FLORIDA**  
**PROCUREMENT SERVICES DIVISION**

Department/Office  
Contract Renewal Evaluation

6. Has the invoicing been timely, accurate and in accordance with the contract?

☒ Yes ☐ No

If no, please explain?

7. Does the Department/Office recommend renewing a contract based upon the available renewal options when the current agreement expires?

☒ Yes ☐ No

If no, please explain?

8. Please state any additional comments about your experience with this vendor and the goods/services provided:

*we negotiated off of a City of Miami/  
Columbus contract. The City of Miami  
has provided the vendor with increases,  
yet we have been prohibited to do so for our  
detriment*

Department/Office Director's Name: JORGE CAMERO

Department/Office Director's Signature: \_\_\_\_\_

## FIRST AMENDMENT TO THE AGREEMENT

This **FIRST AMENDMENT TO THE AGREEMENT** (the "Amendment Agreement") is made and entered into as of 1st day of September, 2017 by and between **MYDATT SERVICES, INC. DBA BLOCK BY BLOCK**, an Ohio corporation having an address of 7135 Charlotte Pike, Nashville, Tennessee 37209 (hereinafter referred to as "Provider") and City of Miami, a municipal corporation of the State of Florida and having an address of 3390 Mary Street, Suite #130, Miami, Florida 33133 ("hereinafter referred to as "City"). The following provisions form the basis for, and are hereby made a part of, this Amendment Agreement:

**WHEREAS**, the parties have entered into an **AGREEMENT** dated September 24, 2014 (the "Agreement").

**WHEREAS**, the parties now wish to amend certain terms of the Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, the parties hereto do hereby agree as follows:

1. For purposes of this Amendment Agreement, any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. For purposes of clarity, the parties agree to operate under the original Agreement on a month to month basis from the date of June 2, 2017 through to September 31, 2017. Furthermore, the parties hereby agree to extend the Term for an additional two (2) year period beginning on October 1, 2017 and continue through to the expiration date on September 30, 2019.
3. The amount of Compensation to be paid by City to Provider shall not exceed the annual amount of Three Hundred Fifty One Thousand Dollars and No Cents (\$351,000.00) effective on October 1, 2017.
4. Attachment B-1, attached hereto and incorporated herein by this reference, shall fully replace Attachment B, and any definition to that exhibit, effective October 1, 2017.
5. Except as expressly set forth herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective hand as of the day and year first written above.

**Provider:**  
Mydatt Services, Inc.  
d/b/a Block by Block, an Ohio corporation

**City:**  
City of Miami, a municipal corporation

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

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

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

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

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

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

Attachment B-1

Compensation

Weekly Hours

SCHEDULE	
Safety Ambassador	132.00
Clean Team	114.00
Team Leader/Clean	-
Operations Manager	40.00
Weekly Total	286.00
Annual	14,872.00

Wages


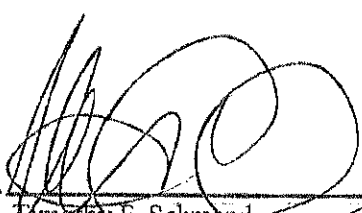
Location	Home Dept	Name	Comp Rate
CGBID	195111	Blandon, Juana Eduardo	\$ 15.00
CGBID	195111	Edegbre, Festus	\$ 15.00
CGBID	195111	Hammond, Andrea Latanya	\$ 15.00
CGBID	195111	Smith Jr, Gregory Bernard	\$ 15.00
CGBID	195111	Howard, Dyquan Leon	\$ 15.00
CGBID	195111	Saravia, Enrique J	\$ 15.00
CGBID Average			\$ 15.00
CGBID	195112	Carithers, Eric O	\$ 15.25
CGBID	195112	Scheinhardt, Jeffrey H	\$ 15.25
CGBID	195112	Simmons, Darryl D	\$ 15.00
CGBID	195112	Walker, Sean Clifford	\$ 15.00
CGBID	195112	Bailey Jr, Milton D	\$ 15.00
CGBID	195112	Smith Jr, William Charles	\$ 15.00
SGLT Average			\$ 15.00
CGBID	195101	Downs, Benjamin A	\$ 42000.00

CITY OF MIAMI, FLORIDA

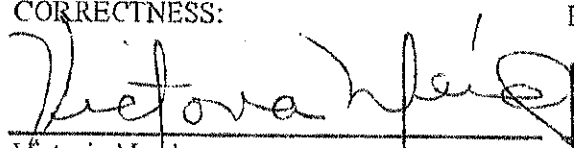
FIRST AMENDMENT TO THE AGREEMENT

MYDATT SERVICES, INC. DBA BLOCK BY BLOCK

ATTEST:

  
\_\_\_\_\_  
Todd B. Hannon  
City Clerk  
\_\_\_\_\_  
Timothy F. Schmand  
Interim Executive Director  
Coconut Grove Business Improvement  
District

APPROVED AS TO FORM AND  
CORRECTNESS:

  
\_\_\_\_\_  
Victoria Mendez  
City Attorney XEA

APPROVED AS TO INSURANCE  
REQUIREMENTS

  
\_\_\_\_\_  
Ann-Marie Sharpe, Director  
Department of Risk Management

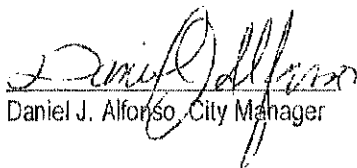


Daniel Alfonso  
City Manager

May 25, 2017

Delegation of Authority to the Interim Executive Director  
of the Coconut Grove Bid Professional Services Agreements

I, Daniel J. Alfonso City Manager, hereby delegate to Timothy F. Schmand, Interim Executive Director of the Coconut Grove Business Improvement District (BID), authority to enter into Professional Services Agreements (PSAs) that have been specifically approved by the Coconut Grove Bid Board of Directors and are compliant with the Code of the City of Miami. This delegated authority is subject to Section 2-155 (b), Division 17 of Chapter 2 of the Code, which states as follows: "[t]he city manager retains sole authority to execute contracts and agreements subject to the limitations of chapter 18, article III. However, the city manager may delegate to the executive director the authority to execute contracts consistent with the provisions of chapter 18, article III, subject to BID board approval." This delegation shall remain in effect as long as I am City Manager and Schmand holds the interim position, unless otherwise revoked by myself, by law, by the City Commission, or the Bid Board of Directors.

  
Daniel J. Alfonso, City Manager

Date: 6-6-17

DISTRIBUTION:

- Honorable Mayor and Members of the City Commission
- Victoria Mendez, City Attorney
- Todd Hannon, City Clerk
- Coconut Grove Bid Board of Directors



SERVMAN-01

DMELLOFA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL: Certificates@willis.com ADDRESS:
INSURED Mydatt Services, Inc. dba Block By Block 7135 Charlotte Pike Suite 100 Nashville, TN 37209	INSURER(S) AFFORDING COVERAGE INSURER A: First Specialty Insurance Corporation 34916 INSURER B: Rockhill Insurance Company 28053 INSURER C: XL Insurance America, Inc. 24654 INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:  AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	IRG200320601	04/01/2017	04/01/2018
				LIMITS	
				EACH OCCURRENCE	\$ 1,000,000
				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
				MED EXP (Any one person)	\$ 0
				PERSONAL & ADV INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 2,000,000
				PRODUCTS - COMPIOR AGG	\$ 2,000,000
				COMBINED SINGLE LIMIT (Ea accident)	\$
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTIONS		FF016372-01	04/01/2017	04/01/2018
				EACH OCCURRENCE	\$ 5,000,000
				AGGREGATE	\$ 5,000,000
				PER STATUTE	OTH. PR
				E.L. EACH ACCIDENT	\$
				E.L. DISEASE - EA EMPLOYEE	\$
				E.L. DISEASE - POLICY LIMIT	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below. Excess Liability	Y/N N/A	US00074921L17A	04/01/2017	04/01/2018
				\$20,000,000 xs	6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Coconut Grove RFP#14-601 Sanitation and Security Services. Coverage Includes Professional Liability and Care, Custody, & Control as required by written contract. Coverage is afforded for Contingent and Contractual Exposures. It is agreed that City of Miami and Coconut Grove Business Improvement District are included as Additional Insureds as respects to General Liability as required by written contract or agreement. General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds as required by written contract or agreement. Umbrella is Follow Form.

## CERTIFICATE HOLDER

## CANCELLATION

Coconut Grove Business Improvement District 3390 Mary Street, Suite #130 Miami, FL 33133	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 <i>Julia M. Powers</i>
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ACORD 25 (2016/03)

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37462908 | 2017 2018 SMS NZ AL | (NASH) Sarah Ivy | 8/29/2017 8:57:21 AM (CDT) | Page 1 of 1

## SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into this 24 day of September 2014 (but effective as of June 3, 2014) by and between the City of Miami, a municipal corporation of the State of Florida ("City") and Mydatt Services, Inc, dba Block by Block, an Ohio for-profit corporation ("Provider").

### RECITAL

A. The City, through the Coconut Grove Business Improvement District ("BID"), has issued a Request for Proposals ("RFP #14-601") for the provision of sanitation and security services ("Services") and the Provider's proposal ("Proposal"), in response thereto, has been selected by an evaluation committee as the most qualified proposal for the provision of the Services. The RFP and the Proposal are sometimes referred to herein, collectively, as the Solicitation Documents, and are by this reference incorporated into and made a part of this Agreement. In the event of any express or implied conflict between these documents this shall be the order of precedence: (i) The Agreement controls over the RFP and the Proposal; (ii) The RFP controls over the Proposal.

B. The Commission of the City of Miami, by Resolution No. 13-00940, adopted on August 13, 2013, approved the annual budget for the Coconut Grove BID for the fiscal year commencing October 1, 2013 and ending September 30, 2014. Included in the annual budget is a line item for sanitation services and a line item for security services.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, Provider and the City agree as follows:



## TERMS

1. **RECITALS:** The recitals are true and correct and are hereby incorporated and made a part of this Agreement.
2. **TERM:** The term of this Agreement shall commence upon the date of execution hereof and shall continue for a period of three (3) years.
3. **OPTION TO EXTEND:** The City Manager shall have one option to extend the term of this Agreement for an additional period of two (2) years, subject to availability and appropriation of funds. The option to renew shall be at the City's sole discretion. All terms and conditions of the RFP apply and are hereby incorporated by reference and made part of this Agreement.
4. **SCOPE OF SERVICE:**
  - A. Provider agrees to provide the Services as specifically described, and under the special terms and conditions set forth by **Attachment "A"**.
  - B. Provider represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required under the Solicitation Documents for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described by **Attachment "A"**.
5. **COMPENSATION:**
  - A. The amount of compensation payable by the City to Provider shall be based on the rates and schedules described by **Attachment "B"**, which is hereby incorporated by reference

and made part of this Agreement; provided, however, that in no event shall the amount of compensation exceed \$250,000.00 per year.

B. Unless otherwise specifically provided by Attachment "B", payment shall be made within forty five (45) days after receipt of Provider's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should City require one to be performed. If Provider is entitled to reimbursement of travel expenses [i.e. Attachment "B" includes travel expenses as a specific item of compensation], then all bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

6. **OWNERSHIP OF DOCUMENTS:** Provider understands and agrees that any information, document, report or any other material whatsoever which is given by the City or the Coconut Grove BID to Provider or which is otherwise obtained or prepared by Provider pursuant to or under the terms of this Agreement is and shall at all times remain the property of the City and of the Coconut Grove BID. Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of City, which may be withheld or conditioned by the City in its sole discretion.

7. **AUDIT AND INSPECTION RIGHTS:**

A. The City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the City to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

B. The City may, at reasonable times during the term hereof, inspect Provider's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods or services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms of the RFP, if applicable. Provider shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All audits, tests, and inspections shall be subject to, and made in accordance with, the provisions of Section 18-100 to 18-102 of the Code of the City of Miami, Florida, as same may be amended or supplemented, from time to time, which is deemed as being incorporated by reference herein.

8. **AWARD OF AGREEMENT:** Provider represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

9. **PUBLIC RECORDS:** Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City and Coconut Grove BID contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the City. Provider shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records", which in summation, requires that Provider, who is the "contractor" as that term is employed in Section

119.0701 keep, maintain, store, and allow disclosure of "public records", as defined by Section 119.011, Florida Statutes, in the same manner as the City.

**10. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** Provider

understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Provider agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

**11. INDEMNIFICATION:** Provider shall indemnify, defend and hold harmless the City and its officials, employees, and agents and Coconut Grove BID and its officials, employees, and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees), or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Provider or its employees, agents or subcontractors (collectively referred to as "Provider"), regardless of whether it is or is alleged to be caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (ii) the failure of the Provider to comply with any of the paragraphs herein or the failure of the Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and

against all liabilities which may be asserted by an employee or former employee of Provider, or any of its subcontractors, as provided above, for which the Provider's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

Provider further agrees to indemnify, defend and hold harmless the Indemnitees from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, professional standards or requirement related directly or indirectly to Provider's performance under this Agreement, compliance with which is left by this Agreement to Provider; and (ii) any and all claims, and/or suits for Services and materials furnished by Provider or utilized in the performance of this Agreement or otherwise.

**12. DEFAULT:** If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder the City, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by the City through the Coconut Grove BID or otherwise paid to Provider while Provider was in default shall be immediately returned to the City. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to the City for all expenses incurred by the City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by the City in the re-procurement of the Services, including consequential and incidental damages.

13. **RESOLUTION OF CONTRACT DISPUTES:** Provider understands and agrees that all disputes between Provider and the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted to the City Manager for his/her resolution, prior to Provider being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds \$25,000, the City Manager's decision shall be approved or disapproved by the City Commission. Provider shall not be entitled to seek judicial relief unless: (i) it has first received City Manager's written decision, approved by the City Commission if the amount of compensation hereunder exceeds \$25,000, or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation (90 days if City Manager's decision is subject to City Commission approval); or (iii) City has waived compliance with the procedure set forth in this section by written instruments, signed by the City Manager.

14. **CITY'S TERMINATION RIGHTS:**

A. The City Manager shall have the right to terminate this Agreement, in his sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, the City shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall the City be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. The City Manager shall have the right to terminate this Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, the City shall not be obligated to pay any amounts to Provider and Provider shall reimburse to the City all amounts received while Provider was in default under this Agreement.

15. **INSURANCE:** Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by the City as set forth by **Attachment "C"** hereto. The City RFP number and title of the RFP must appear on each certificate of insurance. The Provider shall add the City as an additional named insured to its commercial general liability and auto policies and as a named certificate holder on all policies. Provider shall correct any insurance certificates as requested by the City's Risk Management Administrator. All such insurance, including renewals, shall be subject to the approval of the City Risk Manager for adequacy of protection and evidence of such coverage shall be furnished to the City Risk Manager on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled, modified or changed during the performance of the services under this contract without thirty (30) calendar days prior written notice to the City Risk Manager. Completed Certificates of Insurance shall be filed with the City prior to the performance of services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with the City.

If, in the judgment of the City, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind or amounts, the City reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the City's written notice, this Agreement shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

Provider understands and agrees that any and all liabilities regarding the use of any of Provider's employees or any of Provider's subcontractors for Services related to this Agreement shall be borne solely by Provider throughout the term of this Agreement and that this provision shall survive the termination of this Agreement. Provider further understands and agrees that insurance for each employee of Provider and each subcontractor providing Services related to this Agreement shall be maintained in good standing and approved by the City Risk Management Administrator throughout the duration of this Agreement.

Provider shall be responsible for assuring that the insurance certificates required under this Agreement remain in full force and effect for the duration of this Agreement, including any extensions hereof. If insurance certificates are scheduled to expire during the term of this Agreement and any extension hereof, Provider shall be responsible for submitting new or renewed insurance certificates to the City's Risk Management Administrator at a minimum of ten (10) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term of this Agreement and any extension thereof:

- (i) the City shall suspend this Agreement until such time as the new or renewed certificates are received in acceptable form by the City's Risk Management Administrator; or
- (ii) the City may, at its sole discretion, terminate the Agreement for cause and seek re-procurement damages from Provider in conjunction with the violation of the terms and conditions of this Agreement.

Compliance with the foregoing requirements shall not relieve the Provider of its liabilities and obligations under this Agreement.



16. **NONDISCRIMINATION:** Provider represents and warrants to the City that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

17. **SMALL AND DISADVANTAGED BUSINESS AFFAIRS AND PROCUREMENT PROGRAM:** The City has adopted from the program established by the County a Community Small Business Enterprise Procurement Program (the "CSBE Program"), as amended, designed to increase the volume of City procurement and contracts with small and disadvantaged businesses currently certified by Miami-Dade County as Community Small Business Enterprises ("CSBE"). Provider understands and agrees that the City shall have the right to terminate and cancel this Agreement, without notice or penalty to the City, and to eliminate Provider from consideration and participation in future City contracts if Provider, in the preparation and/or submission of the Proposal, submitted false or misleading information as to its status as a CSBE.

18. **ASSIGNMENT:** This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of the City Manager, which may be withheld or conditioned, in the sole discretion of the City Manager.

19. **NOTICES:** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed

given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

**TO PROVIDER:**

Mydatt Services, Inc. dba Block by Block  
7135 Charlotte Pike, Suite #100  
Nashville, Tennessee 37209

**TO THE CITY:**

Coconut Grove Business Improvement District  
3390 Mary Street, Suite #130  
Miami, Florida 33133

**20. MISCELLANEOUS PROVISIONS:**

A. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the parties shall be in Miami-Dade County, Florida. Each party shall bear its own attorney's fees. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction. The parties voluntarily, knowingly, and irrevocably waive any rights to a jury trial.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to

conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. Provider shall comply with all applicable laws, rules and regulations in the performance of this Agreement, including but not limited to licensure and certifications required by law for professional service providers.

F. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

21. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

22. **INDEPENDENT CONTRACTOR:** Provider has been procured and is being engaged to provide services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded to classified or unclassified employees. Provider further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering services to the City under this Agreement. Provider further understands and agrees that Provider's or subcontractor's use or entry upon City properties shall not in any way change its or their status as an independent contractor.

23. **CONTINGENCY CLAUSE:** Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is

subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, priorities or programs upon thirty (30) days notice.

24. **FORCE MAJEURE:** A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

25. **CITY NOT LIABLE FOR DELAYS:** Provider hereby understands and agrees that in no event shall the City be liable for or responsible to Provider or any subcontractor, or to any other person, firm, or entity for or on account of, any stoppages or delay(s) in work herein provided for, or any damages whatsoever related thereto, because of any injunction or other legal or equitable proceedings or on account of any delay(s) for any cause over which the City has no control.

26. **USE OF NAME:** Provider understands and agrees that the City is not engaged in research for advertising, sales promotion or other publicity purposes. Provider is allowed, within

the limited scope of normal and customary marketing and promotion of its work, to use the general results of this project and the name of the City and will not release information of a specific nature without prior written consent of the City Manager or City Commission.

27. **NO CONFLICT OF INTEREST:** Pursuant to the City of Miami Code, Chapter 2, Article V, including, without limitation, Section 2-611, as amended, regarding conflicts of interest, Provider hereby certifies to City that no individual member of Provider, no employee and no subcontractor under this Agreement nor any immediate family member of any of the same is also a member of any board, commission or agency of the City. Provider hereby represents and warrants to the City that throughout the term of this Agreement, Provider, its employees and its subcontractors will abide by this prohibition of the City Code.

28. **NO THIRD-PARTY BENEFICIARY:** No persons other than Provider and the City (and their successors and assigns) shall have any rights whatsoever under this Agreement.

29. **SURVIVAL:** All obligations (including but not limited to indemnity and obligations to defend and hold harmless) and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

30. **TRUTH-IN-NEGOTIATION CERTIFICATION, REPRESENTATION AND WARRANTY:** Provider hereby certifies, represents and warrants to City that on the date of Provider's execution of this Agreement and so long as this Agreement shall remain in full force and effect, the fee rates and schedules and other factual unit costs supporting the compensation to Provider under this Agreement are and will continue to be accurate, complete and current. Provider understands, agrees and acknowledges that the City shall adjust the amount of the compensation and any additions thereto to exclude any significant sums by which the City

determines the contract price of compensation hereunder was increased due to inaccurate, incomplete or non-current fee rates and schedules and other factual unit costs. All such contract adjustments shall be made within one (1) year of the end of this Agreement, whether naturally expiring or earlier terminated pursuant to the provisions hereof.

31. **INSURANCE REQUIREMENT RIDER:** Attached as Attachment "C" hereto and incorporated herein.

32. **REAFFIRMATION OF REPRESENTATIONS:** Provider hereby reaffirms all of the representations contained in the Solicitation Documents.

33. **ENTIRE AGREEMENT:** This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

34. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this day and year above written.

"City"

CITY OF MIAMI, a municipal corporation

ATTEST:

*T. Hannon* 9-24-14  
for Todd Hannon, City Clerk

By: *[Signature]*  
Daniel J. Alfonso, City Manager

"Provider"

ATTEST:

Mydott Services, Inc.  
an Ohio corporation

*Scott Emerson*  
Print Name: Scott Emerson  
Title: Corporate Secretary

By: *[Signature]*  
Print Name: Blair McBride  
Title: President

APPROVED AS TO FORM AND  
CORRECTNESS:

*[Signature]*  
Victoria Méndez  
City Attorney

APPROVED AS TO INSURANCE  
REQUIREMENTS:

*[Signature]*  
Ann-Marie Sharpe  
Acting Risk Management Director

## ATTACHMENT A

### Scope of Service

The mission of the Coconut Grove BID is to help re-establish Coconut Grove as a world-class commercial walking village with impeccably clean and visibly safe streets and to create a stronger sense of place with a more compelling retail mix so that the district can flourish by attracting increasing numbers of high-value customers to shop and dine in the district and stay as guests at the hotels.

### Sanitation Duties:

The sanitation services will consist of one hundred eight (108) total hours per week (not including the supervisor's hours). The provider shall provide a supervisor who will oversee the entire operation and report directly to the Coconut Grove BID. The Coconut Grove BID reserves the right to vary the amount of hours performed for sanitation services per week if the budget necessitates it. A pool of qualified staff must be available to augment the normal staff in case additional services are needed or for absenteeism.

Services performed by the sanitation ambassadors will include monitoring the district by walking the BID boundaries, making sure all areas are free from debris and litter, graffiti removal, gum spot removal, sticker removal, and weed abatement. Sanitation services will continue throughout the year, including inclement weather. The Coconut Grove BID will have the option to communicate with the supervisor to relieve the sanitation ambassadors of their duties during a particular day if inclement weather prohibits meaningful/ successful cleaning services from being completed. Sanitation services will be performed throughout the entire district on the sidewalks from the building line to approximately three (3) feet from the street curb (including the gutters).

The provider must be able to address the sanitation needs of the district in the most efficient manner possible while overcoming the obvious obstacles of the year round exterior coverage.

The provider will be responsible for providing uniforms to the Coconut Grove BID for pre-approval. In addition, a deggy point (or similar system) must be implemented for each ambassador to use. Reports must be provided to the Coconut Grove BID on a weekly basis.

### Regular Sanitation Personnel Duties:

- It is the responsibility of the sanitation ambassadors to report to work on time and leave at the scheduled time as agreed upon at the inception of the agreement.
- Sanitation ambassadors are to interact and share information with the security ambassadors while on duty within the district. The Coconut Grove BID expects communication and teamwork amongst the sanitation and security ambassadors.



- Sanitation services are to be performed throughout the entire district: Commodore Plaza, Charles Avenue, Darwin Street, Florida Avenue, Franklin Avenue, Fuller Street, Grand Avenue, Main Highway, Margaret Street, Mary Street, Matilda Street, McDonald Street, McFarlane Road, Oak Avenue, Rice Street, South Bayshore Drive, S.W. 27<sup>th</sup> Avenue, Tigertail Avenue, and Virginia Street.
- Any private property that has an accumulation of garbage or debris shall be reported to the Coconut Grove BID so that the issue can be forwarded to code enforcement.
- Graffiti and/ or stickers are to be removed from benches, mailboxes, newspaper stands, planters, streetlights, trash receptacles, and other common area furniture.
- Sanitation ambassadors are encouraged to interact and greet visitors, locals, merchants, and patrons while on duty. Answering questions for visitors is welcomed by the Coconut Grove BID.
- The supervisor on duty should keep an activity log containing the times "in" and "out" for every employee. The activity log should be turned in on a weekly basis.
- Sanitation ambassadors are to assist the Coconut Grove BID during special events taking place in the district. The Coconut Grove Arts Festival, the Great Grove Bed Race, and the King Mango Strut Parade are examples of recurring special events that are held within the district.
- Sanitation ambassadors should close any trash receptacle doors that are observed open during their shift. Full trash receptacles should also be emptied.
- Sanitation ambassadors must maintain clean sidewalks and gutters at all times.
- Sanitation ambassadors should be vigilant and closely observe their surroundings. Any suspicious activity should be forwarded to the off-duty police officer on patrol.
- At the end of their shift the sanitation ambassadors should secure all equipment and supplies.
- All sanitation personnel must carry two-way radios in order to contact other personnel and the supervisor.

#### **Security Duties:**

The security services will consist of one hundred thirty-two (132) total hours per week (not including the supervisor's hours). The provider shall provide a supervisor who will oversee the entire operation and report directly to the Coconut Grove BID. The Coconut Grove BID reserves the right to vary the amount of hours performed for security services per week if the budget

necessitates it. A pool of qualified staff must be available to augment the normal staff in case additional services are needed or for absenteeism.

Services performed by the security ambassadors will include monitoring the district by walking the BID boundaries, riding bicycles, and/ or whatever other means necessary in order to provide coverage to the district, merchant visits, panhandler removals, and coordination with police, fire, and EMS services. Security services will continue throughout the year, including inclement weather. The Coconut Grove BID will have the option to communicate with the supervisor to relieve the security ambassadors of their duties during a particular day if inclement weather prohibits meaningful/ successful safety services from being completed. Security services will be performed throughout the entire district in conjunction with the off-duty police officers.

The provider must be able to address the security needs of the district in the most efficient manner possible while overcoming the obvious obstacles of the year round exterior coverage.

The provider will be responsible for providing uniforms to the Coconut Grove BID for pre-approval. In addition, a deggy point (or similar system) must be implemented for each ambassador to use. Reports must be provided to the Coconut Grove BID on a weekly basis.

#### **Regular Security Personnel Duties:**

- It is the responsibility of the security ambassadors to report to work on time and leave at the scheduled time as agreed upon at the inception of the agreement.
- Security ambassadors are to interact and share information with the sanitation ambassadors while on duty within the district. The Coconut Grove BID expects communication and teamwork amongst the security and sanitation ambassadors.
- Security services are to be performed throughout the entire district: Commodore Plaza, Charles Avenue, Darwin Street, Florida Avenue, Franklin Avenue, Fuller Street, Grand Avenue, Main Highway, Margaret Street, Mary Street, Matilda Street, McDonald Street, McFarlane Road, Oak Avenue, Rice Street, South Bayshore Drive, S.W. 27<sup>th</sup> Avenue, Tigertail Avenue, and Virginia Street.
- The bicycle patrol is to provide customer service and security coverage to the perimeter areas of the district. The bicycle patrol coverage can be modified to ensure efficient coverage.
- Graffiti, incident, panhandler, pay station outage, pothole, and streetlight outage reports are to be submitted to the Coconut Grove BID on a weekly basis.
- Security ambassadors are encouraged to interact and greet visitors, locals, merchants, and patrons while on duty. Answering questions for visitors is welcomed by the Coconut Grove BID.

- The supervisor on duty should keep an activity log containing the times "in" and "out" for every employee. The activity log should be turned in on a weekly basis.
- Security ambassadors are to assist the Coconut Grove BID during special events taking place in the district. The Coconut Grove Arts Festival, the Great Grove Bed Race, and the King Mango Strut Parade are examples of recurring special events that are held within the district.
- Security ambassadors should approach and escort any panhandlers that are refusing to cooperate and leave out of the district with the assistance of the off-duty police officer on patrol.
- Security ambassadors should escort patrons to their vehicles or accompany merchants as they lock up their stores for the night if requested.
- Security ambassadors should be vigilant and closely observe their surroundings. Any suspicious activity should be forwarded to the off-duty police officer on patrol.
- At the end of their shift the security ambassadors should secure the three (3) kiosks and turn off the air conditioning and lights.
- All security personnel must carry two-way radios in order to contact other personnel and the supervisor.

**Rules for Sanitation and Security Personnel:**

- No computers, laptops, cell phones, headphones, radios, tablets, or televisions are allowed to be used by the sanitation and security ambassadors while on duty.
- The sanitation and security ambassadors are not allowed to modify their schedules unless they have received prior authorization from their supervisor and the Coconut Grove BID. If the ambassador is not present during their scheduled hours then their shift must be covered by another ambassador. No exceptions.
- The ambassadors are not permitted to leave the BID boundaries while on duty.
- The sanitation and security ambassadors are not to leave their post before the end of their scheduled shift unless they have been properly relieved by another ambassador.
- The ambassadors are not allowed to enter private property while on duty unless prior authorization was received and the Coconut Grove BID was notified.
- The sanitation and security ambassadors are not to have any visitors present while on duty unless the visitors are directly involved with the firm that has been chosen to provide the cleaning and safety services.

- The use of illegal drugs and the drinking of alcoholic beverages while on duty is not permitted.

#### **Customer Service:**

The sanitation and security ambassadors need to be aware that they will be interacting daily with the general public and various kinds of people (concertgoers, families, locals, office workers, shoppers, and tourists). Quality customer service is the highest goal of the Coconut Grove BID. As contracted employees of the Coconut Grove BID, the ambassadors are expected to conduct themselves in a prudent, courteous, and ethical manner at all times and during all situations while on duty.

#### **Safety Regulations:**

The Coconut Grove BID, in conjunction with the provider, strives to maintain a work environment that is free from hazards. Every ambassador has the duty to comply with safety and health standards that apply to his/ her own actions and conduct. Very often, the ambassador will have to work alone when no other colleagues are in the immediate vicinity. The following are general procedures to benefit the sanitation and security ambassadors and our customers:

- The goal is to keep the streets clean and safe at all times.
- The sanitation and security ambassadors should report any unsafe conditions to their supervisor immediately.
- The sanitation ambassadors should keep well informed with the security ambassadors and vice versa in order to exchange information and any issues or concerns.
- The ambassadors should have a first aid kit on site should the need for it arise.
- If cleaning liquids or solvents are used then they should be handled and disposed of properly.

#### **Emergencies and Appropriate Actions:**

In case of an accident/ incident that occurs in the district, the sanitation or security ambassador should do the following:

- Notify his/ her supervisor immediately. Based on the severity of the accident/ incident, the supervisor will notify the Coconut Grove BID as well.
- Prepare a detailed incident report and give a legible copy to the supervisor. Use the appropriate form and make sure to obtain all the required information.

- Get the case number from the police, if involved, or from the customer. Notify the police upon the customer's request. The ambassador will assist the customer in contacting the police in order to obtain a case number.

#### **Supervisor Duties:**

The provider's supervisor who is in charge of its employees for the Coconut Grove BID shall:

- Review the day and night activity reports. The supervisor must make note of any areas, unusual activities, or observations brought to his/ her attention in order to communicate this to the Coconut Grove BID. The supervisor will be the main point of contact between the Coconut Grove BID and the sanitation/ security personnel.
- Ensure sanitation personnel are cleaning and monitoring all assigned areas and submitting required documentation on a daily basis.
- Ensure security personnel are patrolling and monitoring all assigned areas, coordinating merchant visits, and submitting required documentation on a daily basis.
- Coordinate and meet with off-duty police officers upon them arriving for their shift. Each off-duty police officer must be given a two-way radio in order for them to communicate with the sanitation and security personnel.
- Coordinate with the proper Coconut Grove BID designees all sanitation and security services for regular and event assignments to insure that all are properly staffed. In some instances this will require daily contact with the Coconut Grove BID in order to learn of authorized activities.
- Conduct visual inspections of assigned personnel and disseminate special instructions on a daily basis.
- Meet with the Coconut Grove BID on a weekly basis to discuss weekly arrangements, issues, problems, and any other sanitation or security concerns.
- Delivery of weekly reports that include, but are not limited to, graffiti reports, incident reports, panhandler reports, pothole reports, and streetlight outage reports.

#### **Service Locations and Assignment Hours:**

It shall be the sole discretion of the Coconut Grove BID as to locations, the number of staff, and hours of service needed. The Coconut Grove BID reserves the right to add other possible locations and to change the required hours of service during the term of the contract.

**Special Assignments:**

Services may also occasionally be requested for special events. The Coconut Grove BID's Executive Director or his/ her designee shall make notification of any non-scheduled work assignments to the provider at least forty-eight (48) hours before the start of such assignments. Assignments and the number of sanitation/ security personnel required for service at each site will be determined and scheduled by the Coconut Grove BID's Executive Director.

**Overtime:**

No overtime for either regularly scheduled or special event staff will be paid by the Coconut Grove BID for sanitation or security personnel supplied by the provider.

**Personnel Probation:**

Assigned Coconut Grove BID personnel may observe each employee of the provider for a period of thirty (30) consecutive days. If during this probation the Coconut Grove BID is not satisfied with the performance of that employee, the Coconut Grove BID shall notify the provider of such performance and the provider shall replace such employee immediately.

Additionally, the Coconut Grove BID reserves the right to demand that the provider relieve an employee from a duty assignment and/ or ban the employee from further service under the contract at the sole discretion of the Coconut Grove BID.

**Personnel Qualifications:**

- All personnel furnished by the provider must be no less than eighteen (18) years old and the provider should make every effort to ensure that the personnel be bilingual (with the ability to equally communicate orally and in writing in both English and Spanish).
- All personnel furnished to the Coconut Grove BID by the provider shall be trained and experienced in customer service and crowd control. They shall also be fully trained and knowledgeable about the Coconut Grove BID.
- All sanitation and security personnel furnished by the provider shall have current State of Florida Class D licenses.
- The following are qualities desirable in sanitation personnel furnished to the Coconut Grove BID:
  - o Knowledge of Coconut Grove and the surrounding areas.
  - o Ability to deal effectively with visitors, locals, merchants, and patrons.
  - o Ability to work unsupervised.

- The following are qualities desirable in security personnel furnished to the Coconut Grove BID:
  - o Knowledge of Coconut Grove and the surrounding areas.
  - o Ability to deal effectively with visitors, locals, merchants, and patrons.
  - o Ability to work unsupervised.
  - o Ability to notice hazardous or unusual situations.
  - o Ability to remain alert, act calm, and act quickly during emergencies.
  - o Ability to learn and cooperate with local authorities and local representatives.
  - o FDLE check and FBI check.
- All personnel furnished to the Coconut Grove BID must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the United States Citizenship and Immigration Services that employment will not affect his/ her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
- Personnel must not be employed by the provider under the contract if they have currently or have in the past been involved in:
  - o Military conduct resulting in dishonorable or undesirable discharge.
  - o Any pattern of irresponsible behavior including, but not limited to, unreasonable driving record, troubled employment record, and convictions of misdemeanor and/ or felony.
- Personnel employed by the provider to provide services for the Coconut Grove BID must successfully complete a polygraph examination, to be conducted at the provider's expense prior to assignment, and whose minimum testing parameters shall include:
  - o Nature of discharge from military service.
  - o Substance abuse (drug and alcohol).
  - o Child abuse and/ or molestation.
  - o Convictions (misdemeanors and/ or felony).
  - o Dismissal other than layoff.

#### **Uniforms:**

All sanitation and security personnel furnished to the Coconut Grove BID shall be well-groomed and neatly uniformed. Each staff member supplied by the provider shall wear a nameplate bearing their name. The provider's company name shall appear either on the nameplate or on an emblem/ patch on the uniform. The uniforms shall be readily distinguishable from the City of Miami Police Department uniforms. Please note that the Coconut Grove BID will be able to customize the uniform by the addition of a Coconut Grove BID logo while abiding to state

restrictions. Uniforms will be the responsibility of the provider. The Coconut Grove BID will need to authorize any uniforms prior to being displayed to the public.

**Optional Equipment:**

Optional equipment as may be required by the Coconut Grove BID and/ or suggested by service provider for specific locations and assignments shall include, but not be limited to the following:

- Sanitation personnel:
  - o Rain gear
  - o Hats/ uniforms
  - o Shorts/ pants
  - o Utility belts
  - o Cleaning equipment (broom, sweeper, sprays, towels)
  - o Graffiti removal material – provided by the Coconut Grove BID
  - o Gum spot removal, sticker removal, and weed abatement material
  - o All safety items for sanitation (first aid kit)
  - o 55 gallon Rubbermaid round trash receptacle on wheels
  
- Security personnel:
  - o Rain gear
  - o Hats/ uniforms
  - o Shorts/ pants
  - o Utility belts
  - o All safety items for security (first aid kit)
  - o Two (2) mountain bikes
  - o Supervisor cell phone

Optional equipment as listed above must be acceptable to the Coconut Grove BID in terms of aesthetics, reliability, and safety. The Coconut Grove BID reserves the right to refuse the use of any and all such equipment deemed by the Coconut Grove BID as non-usable.

**Training:**

The provider is required to provide training to all field personnel in order that the Coconut Grove BID may be assured said personnel are capable of assuming the responsibilities of respective assignments. The cost for such training shall be considered as a part of the provider's operational expenses and should be considered when proposing the overall hourly rate. The time spent by staff in such a program, though required, is not billable to the Coconut Grove BID. All sanitation and security personnel are to successfully complete and pass such training course prior to assumption of duty under this contract. This training course, to be developed or made available by the provider, is to include minimum requirements for subject matter and hours of instruction and must be approved by the Coconut Grove BID. The Coconut Grove BID's evaluation of



proposed training shall include, but not be limited to, previews of techniques and methods of instruction, quality of instructions, motivation, adequacy of classroom and supportive adjunct training materials, test content, and individual retentiveness.

All formal training is to be administered by persons, corporations, and/ or institutions that have been expressly approved by the Coconut Grove BID. A written certification of each employee's training shall be made available as part of the employee's personnel file. Supervisory skills are required for site supervisor, as well as an overall knowledge of operations and locations.

## **ATTACHMENT B**

### **Compensation**

#### **Weekly Service Hours:**

<b>Position</b>	<b>Hours</b>
Sanitation Ambassadors	72.00
Security Ambassadors	132.00
Team Leader (Sanitation)	36.00
Operations Manager (Supervisor)	40.00
<b>Weekly Total</b>	<b>280.00</b>
<b>Yearly Total</b>	<b>14,560.00</b>

#### **Wages:**

<b>Position</b>	<b>0-3 Months</b>	<b>4-12 Months</b>	<b>After 1 Year</b>
Sanitation Ambassadors	\$9.00	\$9.25	\$9.50
Security Ambassadors	\$9.00	\$9.25	\$9.50
Team Leader (Sanitation)	\$10.00	\$10.25	\$10.50
Operations Manager (Supervisor)	\$35,000.00	\$36,000.00	\$37,080.00

## ATTACHMENT C

### Insurance

#### **INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE - MYDATT SERVICES, INC. DBA BLOCK BY BLOCK**

##### **I. Commercial General Liability**

- A. Limits of Liability
  - Bodily Injury and Property Damage Liability
  - Combined Single Limit
  - Each Occurrence \$1,000,000
  - General Aggregate Limit \$2,000,000
  - Personal and Adv. Injury \$1,000,000
  - Products/ Completed Operations \$1,000,000
- B. Endorsements Required
  - The City of Miami/ Coconut Grove BID Included as an Additional Insured
  - Employees Included as Insured
  - Contractual Liability
  - Waiver of Subrogation
  - Premises/ Operations
  - Care, Custody, and Control Exclusion Removed

##### **II. Automobile Business**

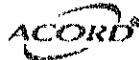
- A. Limits of Liability
  - Bodily Injury and Property Damage Liability
  - Combined Single Limit
  - Any Auto
  - Including Hired, Borrowed, or Non-Owned Autos
  - Any One Accident \$1,000,000
- B. Endorsements Required
  - The City of Miami/ Coconut Grove BID Included as an Additional Insured
  - Employees Included as Insured
  - Waiver of Subrogation

##### **III. Workers' Compensation**

Limits of Liability  
Statutory - State of Florida

##### **IV. Professional Liability/ Errors and Omissions Coverage**

Combined Single Limit	
Each Occurrence	\$2,000,000
General Aggregate Limit	\$2,000,000
Deductible - Not to Exceed 10%	



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
09/10/2014

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

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

PRODUCER	Willis of Massachusetts, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME PHONE TOLL FREE NO. EXT. 877-945-7378 FAX TOLL FREE NO. 888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED	Mydatt Services, Inc. dba Block by Block 7135 Charlotte Pike, Suite 100 Nashville, TN 37209	INSURER(S) AFFORDING COVERAGE INSURER A: Catlin Specialty Insurance Company 15989-000 INSURER B: Starr Indemnity and Liability Company 38318-901 INSURER C: Navigators Insurance Company 42367-900 INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 22006900

REVISION NUMBER:

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

INSR	TYPE OF INSURANCE	ADD'L	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTB		INSUR	NOV		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	GENERAL LIABILITY	Y		XGC-684760-0415	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CONFOF ASS \$ 2,000,000 \$ GEVL AGGREGATE LIMIT APPLIES PER: POLICY PRO-TEST X LOC
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (For person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$			1000010456	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STAT & OTHER LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability			NY14EXC752892IV	4/1/2014	4/1/2015	\$15,000,000 Limit

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Re: Coconut Grove RFP#14-601 Sanitation and Security Services.

Coverage includes Professional Liability and Care, Custody, &amp; Control as required by written contract.

Coverage is afforded for Contingent and Contractual Exposures.

It is agreed that City of Miami and Coconut Grove Business Improvement District are included as Additional Insureds as respects to General Liability as required by written contract or agreement.

## CERTIFICATE HOLDER

## CANCELLATION

Coconut Grove Business Improvement District 3390 Mary Street, Suite #130 Miami, FL 33133	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 
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AGENCY CUSTOMER ID: H3H965

LOC#: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Massachusetts, Inc.		NAMED INSURED Mydatt Services, Inc. dba Block by Block 7135 Charlotte Pike, Suite 100 Nashville, TN 37209	
POLICY NUMBER See First Page			
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE: See First Page	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds as required by written contract or agreement.

Umbrella is Follow Form.

## Jenny Castano

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**From:** Nicole Singletary <nicole@grovebid.com>  
**Sent:** Wednesday, November 15, 2017 11:56 AM  
**To:** Jenny Castano; Nicole Singletary  
**Cc:** Janice English; Timothy Schmand; Matteson Koche  
**Subject:** RE: RFP 14-601 Sanitation and Security Services  
**Attachments:** block by block- 1st ammendment.pdf

Please see attached extension.

It has been executed by all necessary parties at the City and we just sent it to Block by Block for them to sign.

---

**From:** Jenny Castano [mailto:[JECASTANO@hollywoodfl.org](mailto:JECASTANO@hollywoodfl.org)]  
**Sent:** Wednesday, November 15, 2017 11:00 AM  
**To:** 'Nicole Singletary'  
**Cc:** Janice English; 'Timothy Schmand'; 'Matteson Koche'  
**Subject:** RE: RFP 14-601 Sanitation and Security Services

Good morning Nicole,

I would like to know if the renewal for the referenced contract was finalized? If so, can you please provide me with the executed documentation.

The contract term expired on 11-5-17.

Your assistance is greatly appreciated.

Thank you,

*Jenny Castano  
Procurement Specialist  
City of Hollywood  
Procurement Services Division  
2600 Hollywood Blvd., Room #303  
P.O. Box 229045  
Hollywood, FL 33020  
Office: 954-921-3553  
Fax: 954-921-3086*

E-mail: [jecastano@hollywoodfl.org](mailto:jecastano@hollywoodfl.org)



Notice: Florida has a broad public records law. All correspondence sent to the City of Hollywood via e-mail may be subject to disclosure as a matter of public record.

**From:** Jenny Castano  
**Sent:** Monday, November 06, 2017 8:12 AM  
**To:** 'Matteson Koche'  
**Cc:** Janice English; Nicole Singletary; Timothy Schmand  
**Subject:** RE: RFP 14-601 Sanitation and Security Services

Thank you Matteson.

*Jenny Castano  
Procurement Specialist  
City of Hollywood  
Procurement Services Division  
2600 Hollywood Blvd., Room #303  
P.O. Box 229045  
Hollywood, FL 33020  
Office: 954-921-3553  
Fax: 954-921-3086*

*E-mail: [jecastano@hollywoodfl.org](mailto:jecastano@hollywoodfl.org)*



Notice: Florida has a broad public records law. All correspondence sent to the City of Hollywood via e-mail may be subject to disclosure as a matter of public record.

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**From:** Matteson Koche [<mailto:projects@grovebid.com>]  
**Sent:** Friday, November 03, 2017 10:52 AM  
**To:** Jenny Castano  
**Cc:** Janice English; Nicole Singletary; Timothy Schmand  
**Subject:** RE: RFP 14-601 Sanitation and Security Services

Hi Jenny,

I hope you are well. The contract is still pending.

By way of email I would like to introduce you to our new Executive Director, Nicole Singletary, copied on this email. Nicole will be overseeing the contract execution going forth.

Also feel free to check in with me any time to follow up.

Thanks,

**Matteson H. Koche**  
Projects Coordinator