### MIAMIBEACH

#### CITY OF MIAMI BEACH FISCAL YEAR 2018-2019 GRANT AGREEMENT

PROJECT No.: 2019-CMB-05

305.861.8876, 305.861.8441,

This GRANT AGREEMENT is made and entered into this	15	day of Marcu
20 19 by and between the City of Miami Beach Florida	(hereinafter	the "City"), and Miami Beach
Watersports Center, Inc., (hereinafter the "Grantee"). This A		
"Effective Date."		

#### **ARTICLE I / GRANT DESCRIPTION**

**GRANTEE:** Miami Beach Watersports Center, Inc. **GRANTEE CONTRACT ADMINISTRATOR:** Elaine Roden, Executive Director

ADDRESS: 6500 Indian Creek Drive

CITY, STATE, ZIP: Miami Beach, FL 33141

PHONE, FAX, E-MAIL:

elaine@rowmiamibeach.com

**GRANT AMOUNT:** \$85,000

PROJECT DESCRIPTION: See Exhibit 1 hereto

**GRANT PROJECT BUDGET:** See Exhibit 2 hereto

**GRANT TERM:** October 1, 2018 - September 30, 2019

**EXPENDITURE DEADLINE:** September 30, 2019

PROJECT COMPLETION DATE: September 30, 2019

FINAL REPORT DEADLINE: October 15, 2019

FINAL REIMBURSEMENT

REQUEST DEADLINE: October 15, 2019 **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

FOR CITY:	City of Miami Beach, Florida
ATTEST:	
By: Rafael E. Granado, City Clerk	Jimmy L. Morales, City Manager
3 /15/19 Date	3/14/19 Date
FOR GRANTEE:  ATTEST:	liami Beach Watersports Center, Inc. Federal ID #: 65-0592531
By: V. Nutric	Flam Roden
Print Name and Title HEAD COACH	Authorized Signature  ELAINE RODEN  EXECUTIVE DIRECTOR  Print Name and Title
<u>1 (11 /19</u> Date	1/11/19 Date
	APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION 12-21-18  City Attorney Date

#### **ARTICLE II / GENERAL CONDITIONS**

- 1. **PARTIES:** The parties to this Agreement are the Grantee listed in Article I, and the City, a municipal corporation organized under the laws of the State of Florida. The City has delegated the responsibility of administering this Grant to the City Manager or the City Manager's authorized designee (the "Contract Administrator").
- 2. **PROJECT DESCRIPTION:** The Grantee may only use the Grant for the purposes that are specifically described in the Project Description, attached hereto as Exhibit 1. Any modification to Exhibit 1, Project Description, shall not be effective unless approved by a written amendment to this Agreement signed by the City and Grantee. Grantee agrees that all funding provided by the City pursuant to this Agreement will be used exclusively for goods or services to be provided within the City of Miami Beach.
- 3. **GRANT PROJECT BUDGET**: Subject to the availability of City funds, the maximum amount payable to Grantee for goods or services rendered under this Agreement shall not exceed the Grant Amount as set forth in Article I of this Agreement. Grantee agrees that should available City funding be reduced, the amount payable under this Agreement will be reduced at the sole option of the City of Miami Beach. All of the grantee's expenditures are subject to the terms of this Agreement, and as specified in the Grant Project Budget, attached hereto as Exhibit 2. Any modification to Exhibit 2, Project Budget, shall not be effective unless approved, in writing, by the City and Grantee. Notwithstanding the foregoing, no modification to the project budget shall exceed the Grant Amount set forth in Article I of this Agreement. Any request by Grantee to modify Exhibit 2, Project Budget, shall be made in writing, using City approved forms, detailing and justifying the need for such changes.
- 4. <u>REPORTS:</u> This Grant has been awarded with the understanding that the activities and services contemplated under the Project Description will mutually contribute to the enhancement of services available to City residents, businesses, and visitors. As a condition of disbursements of grant funds, and to demonstrate that the Grant is fulfilling, or has fulfilled, its purpose, the Grantee must submit quarterly reports to the Contract Administrator by the following dates: January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and the final report by October 15<sup>th</sup>.

New Grant awards will not be released to the Grantee until all Final Reports for previously awarded grants are received. The City may withhold any future payments of the Grant, or the award of any subsequent Grant, if it has not received all reports required to be submitted by Grantee, or if such reports do not meet the City's reporting requirements. Any reports may be disseminated by the City without the prior written consent of the Grantee. All quarterly reports must be submitted on the Exhibit 3, Grant Quarterly Status Report Form, detailing Grantee's compliance at the time of a partial reimbursement request.

- 5. **REIMBURSEMENT REQUESTS:** Reimbursement requests may be submitted to the City at any time during the Grant Term. All reimbursement requests must be made after expenditures have occurred. All reimbursement requests for funds must be submitted on Exhibit 4, Grant Reimbursement Request Form. All reimbursement requests must be submitted prior to October 15<sup>th</sup>, 2019. Grantee shall provide the City with copies of all receipts, invoices, cancelled checks (with copies of both front of back) and proof of expenditures of Grant monies. Grantee shall provide the City with and shall categorize all receipts, invoices, cancelled checks, and other documentation, according to the categories set forth in the grant budget. Invoices and checks must be directly related to expenses for Grant-funded activities taking place within the 2018-19 Fiscal Year.
- 6. <u>AMOUNT OF GRANT AND PAYMENT SCHEDULE:</u> The total amount of the Grant is set forth in Article I, subject to the restrictions set forth herein. In awarding this Grant, the City assumes no obligation to provide financial support of any type whatsoever in excess of the total Grant amount. Cost overruns are the sole principal responsibility of the Grantee. The Grant funds will only be remitted to the Grantee once the Mayor and City Commission have approved the grant award, and once all parties have executed this Agreement.
- 7. **GRANT RESTRICTIONS:** Grant funds awarded pursuant to this Agreement may not be used for the following expenditures: remuneration of City employees for services rendered as part of a project funded by this Grant; debt reduction; social and/or fundraising events; cash prizes; lobbying or propaganda materials; charitable contributions; or events not open to the public.
- 8. **NO GUARANTEE OF FUNDING:** The grantee acknowledges that the receipt of this grant does not imply a commitment on behalf of the City to continue or provide funding beyond the terms specified in this Agreement.
- 9. **PROGRAM MONITORING AND EVALUATION:** The City Manager or the City Manager's designee may monitor and conduct an evaluation of the Project under this Grant, which may include, with or without limitation, visits by City representatives to Grantee's offices and/or the site of any project funded by this Grant, to observe Grantee's programs, procedures, and operations, or to discuss the Grantee's programs with Grantee's personnel; and/or requests for submittal of additional documentation or written reports, prior to the Project completion date, evidencing Grantee's progress on the Project.
- 10. **BANK ACCOUNTS AND BONDING:** Grantee shall maintain all monies received pursuant to this Agreement in an account with a bank or savings and loan association that is located in Miami-Dade County. The Grantee shall provide the City with the name of the bank or savings and loan association, as well as the name and title of all individuals authorized to withdraw or write checks on Grant Funds.
- 11. **ACCOUNTING AND FINANCIAL REVIEW:** Funded activities by this Grant must take place during the City's fiscal year for which the Grant is approved (October 1 September 30). The Grantee shall keep accurate and complete books and records of all receipts and expenditures of Grant funds, in

conformance with reasonable accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this Grant, including, without limitation, vouchers, bills, invoices, receipts and canceled checks, shall be dated within the fiscal year for which they are approved and retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least three (3) years after the Expenditure Deadline specified in in this Agreement. These books, records, and documents may be examined by the City, and/or its authorized representatives, at the Grantee's offices during regular business hours and upon reasonable notice. Furthermore, the City may, at its expense, audit or have audited, all the financial records of the Grantee, whether or not purported to be related to this Grant.

Grantee costs or earnings claimed under this Agreement may not also be claimed under any other Agreement from the City of Miami Beach or from any other entity. Any claim for double payment by Grantee shall be a material breach of this Agreement.

- 12. <u>PUBLICITY AND CREDITS</u>: The Grantee must include the City logo and the following credit line in all publications related to this Grant: "This Project is funded in whole or in part by a grant from the City of Miami Beach." Grantee's failure to comply with this paragraph may preclude future grant funding from the City, in the same manner as if Grantee defaulted under this Agreement.
- 13. **LIABILITY AND INDEMNIFICATION:** Grantee shall indemnify and hold harmless the City and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, expenses, or damages, including, without limitation, attorneys' fees and costs of defense, for personal, economic, or bodily injury, wrongful death, or loss of or damage to property, which the City or its officers, employees, agents and contractors may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Grantee or its officers, employees, agents, servants, partners, principals or contractors. Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided, shall in no way limit its obligation, as set forth herein, to indemnify, hold harmless, and defend the City or its officers, employees, agents, and contractors as herein provided.

If the Grantee is a government entity, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the Grantee entity shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the government entity arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of

the Grantee entity.

- 14. **ASSIGNMENT:** The Grantee shall not be permitted to assign this Grant, and any purported assignment will be void, and shall be treated as an event of default pursuant to this Agreement.
- 15. <u>COMPLIANCE WITH LAWS</u>: The Grantee agrees to abide by and be governed by all applicable Federal, State, County and City laws, including but not limited to Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance, as amended, which is incorporated herein by reference as if fully set forth herein, and Chapter 2, Article VII of the City Code, as amended, which is incorporated herein by reference as if fully set forth herein.
- 16. <u>DEFAULT/TERMINATION PROVISIONS</u>: In the event the Grantee shall fail to comply with any of the provisions of this Agreement, the City Manager or the City Manager's designee may terminate this Agreement and withhold or cancel all or any unpaid installments of the Grant upon giving five (5) calendar days written notice to the Grantee, and the City shall have no further obligation to the Grantee under this Agreement. Further, in the event of termination, the Grantee shall be required to immediately repay to the City all portions of the Grant which have been received by the Grantee, as of the date that the written demand is received.

Any uncommitted Grant funds which remain in the possession or under the control of the Grantee as of the date of the Expenditure Deadline specified in this Agreement must be returned to the City within fifteen (15) days after the Expenditure Deadline. If such funds have been committed but not expended, the Grantee must request in writing from the City Manager an extension of the Expenditure Deadline which, if approved, shall be for a period not to exceed one (1) year.

Grant funds which are to be repaid to the City pursuant to this Section are to be repaid upon demand by delivering to the City Manager a certified check for the total amount due, payable to the City of Miami Beach, Florida.

These provisions shall not waive or preclude the City from pursuing any other remedies that may be available to it under the law.

Notwithstanding the provisions of this Section, and without regard to whether City has exercised the Default provisions thereof, the City reserves the right, at its sole and absolute discretion, to discontinue funding of the Grant if it is not satisfied with the progress of the Project or the content of any required written report. In the event of discontinuation of the Grant or at the close of the Project, any unexpended Grant Funds shall be immediately returned to the City, except where the City Manager has agreed in writing to alternative use of the unused/unexpended Grant Funds.

#### 17. **INSURANCE REQUIREMENTS:**

#### A. Verification of Coverage

Grantee shall provide the required insurance certificates, endorsements or applicable policy language effecting coverage required by this Section, as follows. All certificates of insurance and endorsements are to be received prior to any work commencing. However, failure to obtain the required coverage prior to the work beginning shall not waive the Grantee's obligation to provide them. The City of Miami Beach reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- i. Worker's Compensation Insurance as required by Florida Statute, Chapter 440, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- ii. Commercial General Liability on a comprehensive basis, including products and completed operations, contractual liability, property damage, bodily injury and personal & advertising injury combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. City of Miami Beach must be shown as an additional insured with respect to this coverage.
- iii. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

#### B. Additional Insured Status

The City of Miami Beach must be covered as an additional insured with respect to liability arising out of work or operations performed by or on behalf of the Grantee.

#### C. Waiver of Subrogation

Grantee hereby grants to City of Miami Beach a waiver of any right to subrogation which any insurer of the Grantee may acquire against the City of Miami Beach by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Miami Beach has received a waiver of subrogation endorsement from the insurer.

#### D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Miami Beach Risk Management Office.

E. Special Risks or Circumstances

The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### **Certificate Holder**

Certificate holder must read:
CITY OF MIAMI BEACH
c/o HR Department/Risk Management Division
1700 Convention Center Drive
Miami Beach, FL 33139

- F. Compliance with the foregoing requirements shall not relieve the Grantee of its liability and obligation under this section or under any other section of this Agreement.
- 18. **NO WAIVER:** No waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of this Agreement by either party at any time shall in any way affect, limit, modify or waive either party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof.
- 19. **WRITTEN NOTICES**: Any notices required under this Agreement will be effective when delivered to the City in writing and addressed to the City Grant Administrator. Any notices required under this Agreement will be effective when delivered to the Grantee in writing and addressed to the Grantee Contract Administrator.
- 20. <u>CAPTIONS USED IN THIS AGREEMENT</u>: Captions, as used in this Agreement, are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.
- 21. **CONTRACT REPRESENTS TOTAL AGREEMENT:** This contract, including its special conditions and exhibits, represents the whole and total agreement of the parties. No representations, except those contained within this agreement and its attachments, are to be considered in construing its terms. No modifications or amendments may be made to this Agreement unless made in writing signed by both parties and approved by appropriate action by the Mayor and City Commission.
- 22. <u>CITY CONTRACT ADMINISTRATOR:</u> All contract related questions, reports and requests for reimbursements to be submitted to the City Contract Administrator listed below.

Judy Hoanshelt
Director, Grants Management Division
City of Miami Beach
Office of Budget and Performance Improvement

1700 Convention Center Drive Miami Beach, FL 33139

Tel: 305-673-7510/305-673-7000 ext. 6183

Fax: 786-394-4675

Email: judyhoanshelt@miamibeachfl.gov

#### **ARTICLE III / MISCELLANEOUS PROVISIONS**

23. The Grant awarded herein is the result of a finding by the City, based on representatives, documents, materials and other information supplied by Grantee, that the Grantee is performing a public purpose through the programs, projects, and/or services recommended for support. As such, use of Grant funds for any program component not meeting this condition will be considered a breach of the terms of this Agreement and will allow the City to seek remedies including, but not limited to, those outlined in this Grant Agreement.

24. The Grantee also accepts and agrees to comply with the following Special Conditions: The Grantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibiting discrimination on the basis of race, color, national origin, handicap, or sex.

The Grantee hereby agrees that it will comply with City of Miami Beach Human Rights Ordinance as codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing and public accommodations on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

The City endorses, and Grantee shall comply with, the clear mandate of the Americans with Disabilities Act of 1990 (ADA) to remove barriers, which prevents qualified individuals with disabilities from enjoying the same employment opportunities that are available to persons without disabilities.

The City also endorses the mandate of the Rehabilitation Act of 1973 and Section 504 and prohibits discrimination on the basis of disability and requires that Grant recipients provide equal access and equal opportunity and services without discrimination on the basis of any disability.

25. GOVERNING LAW AND EXCLUSIVE VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in State court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, GRANTOR AND GRANTEE EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

## EXHIBIT 1 PROJECT DESCRIPTION

#### BACKGROUND/DESCRIPTION OF NEED

Grantee is a Florida not-for-profit organization that runs a premier rowing club with over 250 members, mostly of whom are Miami Beach residents. Grantee operates a popular para-rowing program (the "Program") that teaches people with disabilities how to row and provides a training facility for competitive para-rowers. Due to the Program's recent growth and popularity, the demand for services now exceeds the Grantee's resources. Grantee needs financial support to operate a safe and sufficient program that meets the needs of residents. The total cost to run the program is estimated at \$160,000 annually.

#### **KEY INTENDED OUTCOME (KIO):**

Services provided by the Grantee support the following City Key Intended Outcome:

• Enhance Cultural and Recreational Activities

#### PROGRAM DESCRIPTION

Grantee provides the following services through this Agreement:

#### • With Respect to Program Work:

 MB Watersports shall purchase specialized adaptive equipment to support the Program. Equipment purchased must be strictly for the Program and must be purchased in accordance with this Agreement.

#### • With Respect to the Purchased Equipment:

 All equipment purchased and reimbursed by the City pursuant to the Agreement shall be property of the Grantee. The equipment shall be inventoried, used by the Grantee, and stored at the Shane Center.

#### **LOCATION**

Ronald Shane Center; 6500 Indian Creek Drive, Miami Beach, Florida 33141.

#### **GRANT ACTIVITIES**

Grant activities funded by this Agreement include the purchase of equipment as indicated in Exhibit 2 herein.

#### **GOALS/OUTCOMES**

Outcome	Measure	Target	Reporting
Sustained level of	Number of athletes trained	30 Total	Quarterly Narrative Report;
Program utilization	in the Program, including number of Miami Beach residents	participants	must include numbers and photos of para-rowing athletes using the new adaptive equipment.

Sustained level of	Program brochures and	27 Survey	Quarterly Narrative Report;
production of outreach	quality assurance/ program	respondents	must include data analysis
materials	utilization data survey*	(90% of	of survey results.
		participants)	

<sup>\*</sup>Survey form must be pre-approved by the City

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

## EXHIBIT 2 PROJECT BUDGET

Budget Line Item	Description	Project Budget
Boats	Six (6) boats at ~\$9,166 each.	\$55,000
Oars	Five (5) pair of oars at ~\$600 per pair.	\$3,000
Ergometers	Five (5) ergometers at ~\$1,000 per machine.	\$5,000
Motorboat Engine	One (1) engine for coaches to be able to drive alongside the rowers while on the water for instruction and safety.	\$3,700
Program Supplies	Includes tools and accessories necessary for Program to function	\$10,000
Training Equipment	Free weights, stationary bicycles, and various indoor training equipment.	\$7,500
Boat Slings	Five (5) boat slings at ~160 per sling.	\$800
Grand Total:		\$85,000

## EXHIBIT 3 CITY OF MIAMI BEACH GRANT QUARTERLY STATUS REPORT FORM

CMB GRANT AGREEMENT No.:	2019-CMB-05
GRANTEE NAME:	Miami Beach Watersports Center Inc.
GRANTEE ADDRESS:	6500 Indian Creek Drive
ODANITE CONTRACT ADMINISTRATOR	Miami Beach, FL 33141
GRANTEE CONTRACT ADMINISTRATOR:	Elaine Roden, Executive Director
GRANTEE CONTRACT ADMINISTRATOR'S E-MAIL ADDRESS:	elaine@rowmiamibeach.com
REPORT PERIOD:	
☐ Oct. 1 - Dec. 31 ☐ Jan. 1 - Mar. 31 ☐ Due Jan. 15 ☐ Due Ap. 15	Apr. 1 – Jun. 30       □ Jul. 1 - Sept.30         Due Jul. 15       □ Due Oct. 15
WORK ACCOMPLISHED:	
PROBLEM ENCOUNTERED:	
PERCENTAGE COMPLETION:	
OTHER NOTABLE ITEMS:	
Grantee Report Prepared By:	
Name	Signature/Date
City of Miami Beach Report Reviewed By:	
Name	Signature/Date

# EXHIBIT 4 CITY OF MIAMI BEACH GRANT REIMBURSEMENT REQUEST FORM Part 1 of 2

CMB AGREEMENT No.:	2019-CMB-05
GRANTEE NAME:	Miami Beach Watersports Center Inc.
GRANTEE ADDRESS:	6500 Indian Creek Drive Miami Beach, FL 33141
GRANTEE CONTRACT ADMINISTRATOR:	Elaine Roden, Executive Director
GRANTEE CONTRACT ADMINISTRATOR'S E-MAIL ADDRESS:	elaine@rowmiamibeach.com
REQUEST No.	

Amount of Assistance:	\$85,000
Less Previous Total Disbursements:	\$0
Balance Available:	\$85,000
Funds Requested This Disbursement:	\$

Certification of Payment: I certify that the above expenses were necessary and reasonable for the maintenance and operation of our premises and in accordance with this agreement.

Grantee Report Prepared By:	
Name	Signature/Date
City of Miami Beach Report Reviewed By:	
Name	Signature/Date

#### Alonso, Elisa

From:

Bridges, Sonia

Sent:

Tuesday, March 12, 2019 1:24 PM

To:

Alonso, Elisa

Cc:

Thornhill, Talmage

Subject:

Re: COI - MB Watersports

**Approved** 

Sent from my iPad

On Mar 12, 2019, at 12:43 PM, Alonso, Elisa < Elisa Alonso @miamibeachfl.gov > wrote:

Hi Sonia,

Please can you review the COIs attached and let me know if approved? Thanks.

#### MIAMIBEACH

Elisa Alonso, Office Associate V

OBPI/ODPI/Internal Audit

1700 Convention Center Drive, Miami Beach, FL 33139

Tel: 305-673-7000 ext. 6725 / Fax: 305-673-7519/ www.miamibeachfl.gov

We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic community.

From: Alonso, Elisa

Sent: Wednesday, January 23, 2019 4:56 PM

To: Bridges, Sonia < Sonia Bridges@miamibeachfl.gov >

**Cc:** Thornhill, Talmage < TalmageThornhill@miamibeachfl.gov>

Subject: COI - MB Watersports

Hi Sonia,

Please can you review the COI attached? They are working on getting the COI for WC. I will send it you once available. Thanks.

#### MIAMIBEACH

Elisa Alonso, Office Associate V

OBPI/ODPI/Internal Audit

1700 Convention Center Drive, Miami Beach, FL 33139

Tel: 305-673-7000 ext. 6725 / Fax: 305-673-7519/ www.miamibeachfl.gov

We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic community.

<COI MB Watersports.pdf>

<MB Watersports Center.pdf>

<MIAMI BEACH WATERSPORTS- COI CITY OF MIAMI.PDF>



DATE (MM/DD/YYYY) 12/28/2018

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).

PRO	DUCER				NAME:	vvenay Pi	erce			
Assured Partners-Roehrs				PHONE (A/C, No, Ext): (610) 363-7999 FAX (A/C, No): (610) 363-5231						
736 Springdale Dr				E-MAIL ADDRESS: wendy.pierce@assuredpartners.com						
P.O. Box 100					INSURER(S) AFFORDING COVERAGE				NAIC#	
Exton PA 19341-0100				INSURER A: Philadelphia Indemnity Ins Co					18058	
INSU	JRED				INSURE					
	United States Rowing Association	n			INSURE					
	and its member organizations									
	2 Wall Street				INSURE					
	Princeton			NJ 08540	INSURE				<del></del>	
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INSR LTR		ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	s	
LIR	COMMERCIAL GENERAL LIABILITY	INSD	WVD	FOLICT NOMBER		(MIM/DD/TTTT)	(MINI/DD/TTTT)	EACH OCCURRENCE	s 1,000	,000
								DAMAGE TO RENTED	\$ 300,0	
	CLAIMS-MADE X OCCUR  Watercraft Liability							PREMISES (Ea occurrence)	Ψ F 000	
Α	Contractual Liability	Υ		PHPK1922781		12/31/2018	12/31/2019	MED EXP (Any one person)	4 000	000
А				11111(1322701		12/01/2010	12/01/2013	PERSONAL & ADV INJURY	Ψ	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	Ψ 0.000	
	POLICY LOC							PRODUCTS - COMP/OP AGG	Ψ	
	OTHER:							Sexual Abuse COMBINED SINGLE LIMIT	\$ 1,000	
	AUTOMOBILE LIABILITY							(Ea accident)	\$ 1,000	,000
	ANY AUTO							BODILY INJURY (Per person)	\$	
Α	OWNED SCHEDULED AUTOS			PHPK1922781		12/31/2018	12/31/2019	BODILY INJURY (Per accident)	\$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	➤ UMBRELLA LIAB     ➤ OCCUR							EACH OCCURRENCE	\$ 1,000	,000
Α	EXCESS LIAB CLAIMS-MADE	Υ		PHUB659450		12/31/2018	12/31/2019	AGGREGATE	\$ 1,000	,000
	DED X RETENTION \$ 10,000								\$	
	WORKERS COMPENSATION							PER OTH- STATUTE ER		
	AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
	DESCRIPTION OF OPERATIONS BEIOW							L.L. DISLAGE -1 OLIGI LIMIT	Ψ	
DECC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S /AC	OPD 4	01 Additional Remarks Cabadala	may bo a	ttached if more o	nace is required)			
		•		·	-			the energy designations		
	certificate holder is named as Additional Institutes of the named insured for which a premi									
	ter/Miami Beach Rowing Club.						3	,		
CEF	RTIFICATE HOLDER				CANC	ELLATION				
								SCRIBED POLICIES BE CAN F. NOTICE WILL BE DELIVER		BEFORE
	City of Migmi Pageb							r, notice will be deliven PROVISIONS.	ווי טבי	
	City of Miami Beach									
	1700 Convention Center Drive				AUTHOF	RIZED REPRESEN	TATIVE			
				FI 05:55				4		
	Miami Beach			FL 33139			$     \swarrow $	to stale		



DATE (MM/DD/YYYY) 12/28/2018

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.

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Assured Partners-Roehrs					PHONE (A/C, No, Ext): (610) 363-7999 FAX (A/C, No): (610) 363-5231				
736 Springdale Dr					E-MAIL ADDRESS: wendy.pierce@assuredpartners.com				
P.O. Box 100					INSURER(S) AFFORDING COVERAGE NAIC #				
Exto	Exton PA 19341-0100 INSURER A : Ph					NSURER A: Philadelphia Indemnity Ins Co 180			
INSU	RED				INSURER B :				
	Miami Beach Watersports Cent	er, Inc	<b>:</b> .		INSURER C :				
	6500 Indian Creek Drive				INSURER D :		77		
					INSURER E :				
	Miami Beach			FL 33141	INSURER F:				
COV	ERAGES CER	TIFIC	ATE	NUMBER: 18-19			REVISION NUMBER:		
INI CE EX	IS IS TO CERTIFY THAT THE POLICIES OF DICATED. NOTWITHSTANDING ANY REQU RTIFICATE MAY BE ISSUED OR MAY PERT CLUSIONS AND CONDITIONS OF SUCH PO	IREME TAIN, T DLICIE	ENT, T THE IN S. LIM	ERM OR CONDITION OF ANY ISURANCE AFFORDED BY TH IITS SHOWN MAY HAVE BEEN	CONTRACT OR OTHE E POLICIES DESCRIBI REDUCED BY PAID C	R DOCUMENT ED HEREIN IS S LAIMS.	WITH RESPECT TO WHICH	THIS	
INSR LTR	TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT		
Ĺ	COMMERCIAL GENERAL LIABILITY	ĺ					EACH OCCURRENCE	\$ 1,000,000	
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
L							MED EXP (Any one person)	\$ 1,000	
Α		Y		PHPK1791913	03/20/2018	03/20/2019	PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000	
Ĺ	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000	
	OTHER:							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
ſ								\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
Γ	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
Γ	DED RETENTION \$					ĺ		\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER		
,	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	
- (	OFFICER/MEMBER EXCLUDED? [Mandatory in NH)	"'^					E.L. DISEASE - EA EMPLOYEE	\$	
	f yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (AC	ORD 1	01, Additional Remarks Schedule,	may be attached if more sp	pace is required)	-		
The C	City of Miami Beach is included as Addition	al Insı	ured w	rith respect to the General Lia	bility policy for all non-	rowing related	activities.		
								]	
CER	TIFICATE HOLDER				CANCELLATION				
City of Miami Beach 1700 Convention Center Drive					SHOULD ANY OF T	ATE THEREOF H THE POLICY	SCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVEF PROVISIONS.		
	Miami Beach			FL 33139	Sta es Laboration				
					(	1088-2015	ACORD CORPORATION.	All rights reserved	



DATE (MM/DD/YYYY) 3/5/2019

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.

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CONTACT NAME:

PRODUCER SUNZ Insurance Solutions, LLC. ID: (Kymberl	y) CONTA	CONTACT NAME: Phil Martina					
c/o Kymberly Group Payroll Solutions, Inc. 3218 E. Colonial Drive, Ste F	PHONE (A/C, No	o. Ext):	407-228-6428	3	FAX (A/C, No):		
Orlando , FL 32803	ADDRE	E-MAIL ADDRESS:					
	-	INSURER(S) AFFORDING COVERAGE					
INSURED		INSURER A : SUNZ Insurance Company 34762					
Kymberly Group Payroll Solutions, Inc.	INSURE	INSURER B:					
3218 E Colonial Drive	INSURE	ERC:					
Suite F Orlando FL 32803	INSURE	RD:					
Offarido FL 32003	INSURE	RE:				-	
	INSURE	RF:					
COVERAGES CERTIFICATE NUMBER: 47379				REVISION NUI			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELON INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONICERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.	DITION OF AN' FFORDED BY	Y CONTRACT THE POLICIE	OR OTHER S DESCRIBE	DOCUMENT WITH D HEREIN IS SU	H RESPECT TO	WHICH THIS	
INSR LTR TYPE OF INSURANCE ADDL SUBR INSD WVD POLICY NUM	MBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS		
COMMERCIAL GENERAL LIABILITY	MBER	(WIWI/DD/TTTT)	(MIM/DD/TTTT)	EACH OCCURRENCE			
CLAIMS-MADE OCCUR				DAMAGE TO RENT	ED		
GEALING-MADE COOCH				PREMISES (Ea occu			
				MED EXP (Any one PERSONAL & ADV			
GEN'L AGGREGATE LIMIT APPLIES PER:							
PRO-				PRODUCTS - COM			
				PRODUCTS - COMP	P/OP AGG \$	***************************************	
OTHER: AUTOMOBILE LIABILITY				COMBINED SINGLE			
ANY AUTO				(Ea accident) BODILY INJURY (Pe			
OWNED SCHEDULED				BODILY INJURY (Pe			
AUTOS ONLY AUTOS HIRED NON-OWNED				PROPERTY DAMAG	/ '		
AUTOS ONLY AUTOS ONLY				(Per accident)	\$		
UMBRELLA LIAB OCCUP							
EVOTO LIAD				EACH OCCURRENC			
OLAIWG-WADE				AGGREGATE	\$		
DED   RETENTION \$		3/1/2019	3/1/2020	✓ PER STATUTE	OTH- ER		
AND EMPLOYERS' LIABILITY Y/N WC010-00001-018			3/1/2019				
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDEN			
(Mandatory in NH)  If yes, describe under					EMPLOYEE \$1,000		
DÉSCRIPTION OF OPERATIONS below				E.L. DISEASE - POL	ICY LIMIT   \$ 1,000	0,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks	Schedule may be	attached if more	space is require	od)			
Coverage provided for all leased employees but not subcontractors of: Mi Client Effective: 3/1/2019	_			ia)			
						1	
CERTIFICATE HOLDER	CANC	ELLATION	*				
42250	CANC	LLLATION					
City of Miami Beach 1700 Convention Center Dr. Miami Beach FL 33139	THE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	AUTHOR	AUTHORIZED REPRESENTATIVE					
	Rick L	eonard	J	1			



DATE (MM/DD/YYYY) 3/5/2019

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this certificate does not confer rights to the certificate			5).		
PRODUCER SUNZ Insurance Solutions, LLC. ID:	(EVIIIDEIIV) I NAMI	TACT E:	Phil Martina		
c/o Kymberly Group Payroll Solutions, In 3218 E. Colonial Drive, Ste F	C. PHOI	NE No, Ext):	407-228-642	FAX (A/C, No):	
3218 E. Colonial Drive, Ste F Orlando , FL 32803		E-MAIL ADDRESS:			
	INSU	INSURER(S) AFFORDING COVERAGE INSURER A: SUNZ Insurance Company			NAIC# 34762
INSURED Described to the Common Described to the Commo		INSURER B:			
Kymberly Group Payroll Solutions, Inc. 3218 E Colonial Drive Suite F Orlando FL 32803		INSURER C:			
		INSURER D :			
		INSURER E :			
		INSURER F:			
COVERAGES CERTIFICATE NUMBER				REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE I		EN ISSUED TO	THE INSLIDE		ICV PERIOD
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TER CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS	M OR CONDITION OF A SURANCE AFFORDED BY	NY CONTRACT Y THE POLICIE	OR OTHER S DESCRIBE	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS
INSR ADDL SUBR LTR TYPE OF INSURANCE INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
COMMERCIAL GENERAL LIABILITY	. JEIOT HOMBEN	(191111/10/111111)	(MINI/DU/1111)	EACH OCCURRENCE \$	
CLAIMS-MADE OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
				MED EXP (Any one person) \$	
				PERSONAL & ADV INJURY \$	
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$	
POLICY PRO-				PRODUCTS - COMP/OP AGG \$	
OTHER:				\$	
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$	
ANY AUTO				(Ea accident)  BODILY INJURY (Per person) \$	
OWNED SCHEDULED				BODILY INJURY (Per accident) \$	
AUTOS ONLY AUTOS NON-OWNED				PROPERTY DAMAGE \$	
AUTOS ONLY AUTOS ONLY				(Per accident) \$	7.5.
UMBRELLA LIAB OCCUP					
EXOCOS LIAB				EACH OCCURRENCE \$	
EXCESS LIAB CLAIMS-MADE				AGGREGATE \$	
A WORKERS COMPENSATION WC010	00004 040	0/4/0040	0/4/0000	\$	
AND EMPLOYEDS! LABILITY	-00001-019 -00001-018	3/1/2019 3/1/2018	3/1/2020 3/1/2019	✓ PER OTH- STATUTE ER	
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  (Mandatory in NH)  If yes, describe under		3/1/2010	3/1/2019	E.L. EACH ACCIDENT \$1,000	0,000
				E.L. DISEASE - EA EMPLOYEE \$ 1,000	0,000
DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT \$ 1,000	0,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional particular of the control of the contro	ional Remarks Schedule, may	be attached if more	e space is require	ed)	
Coverage provided for all leased employees but not subcontri Client Effective: 3/1/2019	actors of: Miami Beach V	Natersports Ce	enter Inc		
CERTIFICATE HOLDER					
42250	CAN	CELLATION			
City of Miami Beach 1700 Convention Center Dr. Miami Beach FL 33139		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
	AUTHO	AUTHORIZED REPRESENTATIVE			
1	Rick	Rick Leonard			

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