

CONSULTING AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND PROFESSIONAL RISK CONTROL CONSULTING SERVICES, LLC.

THIS AGREEMENT entered into by and between the **City of North Miami**, Florida, a municipal corporation of the State of Florida (hereinafter referred to as "City") and **Professional Risk Control Consulting Services, LLC** a Florida Corporation located at 11747 NW 1st Street, Coral Springs, Florida 33071 (hereinafter referred to as "Consultant").

WHEREAS, the City wishes **Professional Risk Control Consulting Services, LLC** to provide consulting services related to safety training, safety and loss control assessment and inspection, risk and safety management consultation and incident investigation.

NOW THEREFORE in consideration of the mutual covenants promises and representations contained herein the parties hereto agree as follows:

Training/Inspection/Consultation:

Professional Risk Control Consulting Services, LLC will provide qualified personnel to conduct loss control safety leadership training, safety communications and loss control consultation services to the **City of North Miami** on a monthly basis per this Contract or more frequently as assigned. **The consulting services will include but not limited to safety training, safety and loss control assessment and inspection, risk and safety management consultation and incident investigation.**

OBJECTIVES: The primary objective of this service is to assist **City of North Miami or its assigned representative(s)** with managing and controlling risk exposures through training and education, proactive safety loss control inspection, property operations safety survey, job safety analysis and accident investigation best practices to develop a safer work and healthful working environment with the objective of limiting the number of **Property, Casualty, Workers Compensation (WC), Auto and General Liability** accident claims with regards to hazards, operational, financial and strategic loss exposure impacting **City of North Miami** operations and budgets. **Specific services include but is not limited to:**

Customized Monthly Safety Awareness Training

Customized monthly safety awareness training program designed to help build awareness around preventing all injury types and claims types. These training topics include but not limited to the following:

- Basic refresher moving temporary maintenance of traffic (TMOT) safety
- Working around heavy equipment and street hazards safety training
- Cell phone use and distracted driving safety
- Hearing conservation, hearing loss prevention safety awareness training
- Respiratory protection, dust, and silica dust exposure safety
- Vehicle safety and basic vehicle housekeeping safety
- Defensive driver safety awareness safety training
- Three point of contact and fall prevention (heavy equipment)
- Heat-related illnesses exposure

- Electrical hazards associated with street light repairs
- CDL pre and post-trip awareness
- Working in the public right of way general safety awareness training
- Basic CPR and first aid safety training
- Forklift and powered industrial trucks safety training
- Office and industrial operation ergonomic safety training
- Excavation and trenching safety training
- Caught in and struck by safety
- Dust silica respiratory protection safety awareness training
- General hurricane preparedness and chainsaw safety awareness training
- Electrical safety awareness training
- Asbestos safety awareness training
- Manual material handling, storage and Disposal safety awareness training
- Welding and cutting safety awareness training
- Ladders safety awareness training
- Aerial Lift, aerial work platforms (bucket truck) safety awareness training
- Personal protective equipment (PPE) safety
 - Training designed to address industry hazard assessment requirements, training of employees including appropriate & mandated selection, use, maintenance and care of PPE for specific jobs and related exposures.
- Hazard communication (HAZCOM) safety training
 - Global Harmonized System and hazard communication safety training to comply with OSHA 1910 and 1926 requirements Addresses OSHA and industry standards, SDS provisions, container labeling, health effects, and exposure limits.
- Fall protection
 - Fall protection for construction and other industries. Classroom training plus actual fall protection systems demonstration.
- Bloodborne pathogens
 - Classroom training covers occupational exposure to blood or other potentially infectious materials, safety regulations, Work Practice Controls, PPE selection criteria and other critical issues.
- Confined spaces safety awareness training
 - Training covering nature of the hazards associated with confined spaces, the necessary precautions to be taken and use of protective and emergency equipment required.
- Control of hazardous energy lockout tag out (LOTO) safety awareness training
 - Classroom training covering LOTO OSHA regulations including practices and procedures for disabling electrical and mechanical equipment.

Documentation of the training complete with course title, a brief course description, and employee signed attendance sheets will be provided by Professional Risk Control Consulting Services, LLC.

Work Site Safety Compliance Inspections:

Professional Risk Control Consulting Services, LLC. will conduct work site safety inspections of City of North Miami work sites to include subcontractor operations for a separate negotiated fee as needed.

These inspections will focus on **City of North Miami Safety Policies and Procedures**, loss experience and OSHA and other appropriate regulatory standards. **The City of North Miami** as the controlling entity to set safety standards, to meet OSHA standards and other regulatory and appropriate industry standards.

Professional Risk Control Consulting Services, LLC. will conduct training, inspections, consultations to OSHA standards as a minimum. These trainings, inspections, consultation will be conducted in the area specified in this contract. Professional Risk Control Consulting Services, LLC will document trainings, inspections, consultation on a site-specific work sheet as is necessary or as needed. This work sheet will be emailed to **City of North Miami or its assigned representative(s)**, management as soon as practical after each visit or as requested.

When possible, the City's work site supervisors, managers, superintendent(s) and or designated lead personnel will be apprised of safety issues revealed by site visit risk and safety management assessment in a closing meeting after each visit and Professional Risk Control Consulting Services, LLC. will also suggest corrective action to be taken immediately in the event of observable Imminent Danger to Life or Health issues or Serious Property Damage exposures for the City of North Miami or its assigned representative(s), management will be notified immediately for corrective action to eliminate and or control the hazard.

Professional Risk Control Consulting Services, LLC, personnel will assist **City of North Miami or its assigned representative(s)**, work site supervisors, managers, superintendents, employees, assigned lead personnel and property management personnel in solving safety related problems as identified during site visits.

Professional Risk Control Consulting Services, LLC, personnel will be available by phone or e-mail for all questions from the management staff of **City of North Miami** concerning routine safety related issues including OSHA and other safety and risk management related industry standards and regulatory compliance safety inspections, trainings, safety survey and related Issues.

Professional Risk Control Consulting Services, LLC, will make every reasonable effort to be available at **City of North Miami or its assigned representative(s) managers** work site in the event of any mandatory compliance inspection. This separate work will be conducted at a regular negotiated hourly fee of one hundred and fifty dollars \$150 per hour. Professional Risk Control Consulting Services, LLC, will work to place **City of North Miami assigned insured/clients** in a positive light with the local OSHA office, County Government, City Residents as well as State or Federal compliance officers.

All duties and responsibilities undertaken pursuant to this contract will be for the sole and exclusive benefit of **City of North Miami**. Nothing contained in this Contract shall create a contractual relationship with or a cause of action of a third party against either Client or Consultant.

Professional Risk Control Consulting Services, LLC, agrees to indemnify and hold City of North Miami harmless from damages, costs and losses, including reasonable attorney's fees, arising from the negligent performance of **Consultant's** services under this Contract that may result in a violation of a third party's trade secrets, proprietary information, trademarks, or copyrights and will name the City of North Miami as an additional insured as the City's interest may appear, on general liability, relative to claims which arise from Professional Risk Control Consulting Services, LLC negligent acts or omissions

that may result in a violation of a third party's trade secrets, proprietary information, trademarks, or copyrights in the performance under this agreement.

Professional Risk Control Consulting Services, LLC shall carry the appropriate commercial general liability and or professional liability insurance coverages, limits and appropriate endorsements for work as required at its own expense and shall maintain during the term of this Agreement: (i) a commercial general liability insurance policy, primary and non-contributory, including waiver of subrogation, in a minimum amount not less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate; and (ii) Automobile Liability Insurance, covering any owned or non-owned and hired auto with limits of no less than One Hundred Thousand Dollars (\$100,000) per occurrence and Three Hundred Thousand (\$300,000) per aggregate limit and bodily injury (each person), bodily injury (each accident), property damage, bodily injury and property damage combined and Professional Liability for professional services non-artisan vendors/contractors of One Million Dollars \$1,000,000 per claim and One Million Dollars \$1,000,000 annual aggregate. If required by law, Professional Risk Control Consulting Services, LLC and all subcontractors shall for the benefit of its employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

Professional Risk Control Consulting Services, LLC shall provide certificates of insurance annually evidencing the above coverage providing thirty (30) days' notice to the City of North Miami in the event of cancellation, with insurance carriers with an A.M. Best rating of A- or better and licensed to do business in the state.

City of North Miami or its assigned representative(s) shall give Consultant prompt notice of any claims of damage subject to this indemnity obligation and shall, at its own expense, provide its time and efforts to cooperate with Consultant's indemnification of Client.

City of North Miami or its assigned representative(s) agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in Dade County or Broward County Florida.

Each party acknowledges and agrees that any and all information concerning the other's business is "confidential and proprietary information." Each party agrees that it will not permit the duplication, use or disclosure of any such confidential and proprietary information to any person unless such use is to accomplish the project and for no other purpose as allowed by law.

Professional Risk Control Consulting Services, LLC, makes no warranties of any kind, whether express or implied, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose. Except as set forth in these terms and conditions, Professional Risk Control Consulting Services, LLC, makes no representation, warranty or covenant concerning the capabilities or performance of any personnel or service that Professional Risk Control Consulting Services, LLC might provide to "City of North Miami or its assigned representatives" in connection with delivery or implementation of the program.

City of North Miami or its assigned representative(s) is solely responsible for the implementation and supervision of their work force and any and all subcontractors under their direct or indirect control as

the controlling entity and makes no assignment express or implied of this responsibility to Professional Risk Control Consulting Services, LLC, its officers, employees, agents, and directors, shall not be liable for any direct, or indirect damages to the Customer other than actual damages directly and proximately resulting from the failure, delay, or nonperformance of the services.

Except to the extent prohibited by applicable law, the total liability of Professional Risk Control Consulting Services, LLC for such damages will be limited solely to the amount paid by City of North Miami for services rendered during the term of this contract. The liability arising out of contract, tort, and breach of warranty, infringement or otherwise, shall not include liability for loss of profits, loss or inaccuracy of data or indirect, special, incidental or consequential damages.

No party shall be liable for any loss or damage due to failure or delay in rendering any service called for under this contract resulting from any cause, including but not limited to acts of God, flood, hurricane, extreme weather, fire, or other natural calamity, acts of governmental agencies, or similar causes beyond either party's reasonable control.

This contract constitutes the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. No modifications, amendments or supplements to this contract shall be effective for any purpose unless in writing and signed by both parties.

Program Regular Service Cost:

For **webinar online services**, our fee schedule and charges for the above referenced services is six Hundred Dollars (\$600) per month for webinar online services with billable time for work not to exceed five (5) hours per month for services regardless of the number of hours used which include but not limited to office preparation time and webinar online safety training, safety and loss control assessment and inspection as well as risk and safety management consultation and incident investigation regardless of the number of attendees per scheduled online webinar safety training sessions.

For **physical/in person onsite services**, the fee schedule and charges will be Nine Hundred and Sixty Dollars (\$960) every month for services regardless of the number of hours used not to exceed eight (8) hours per month) and regardless of the number of attendees per schedule session for physical onsite visit for services with billable time for work which include but not limited to office time, travel time and visit time for safety training, safety and loss control assessment and inspection, risk and safety management consultation and incident investigation. Both webinars online and physical in person onsite services are ongoing monthly fee for the term of the contract for services rendered until contract terminate by either party. Payment for services shall be made to Professional Risk Control Consulting Services, LLC after services are provided. The fee schedule for services beyond the "regular program service cost above" will be One Hundred and Fifty Dollars (\$150) per hour for the first Ten (10) Hours of work and One Hundred (\$120) per hour thereafter.

The fee schedules also includes first-class loss control/risk control services that are all designed to help the City of North Miami reduce claims loss frequency experience, minimize loss exposure, prevent claims, reduce claims severity and increase compliance with regulatory requirements and applicable health and safety regulations. The cost for specialized training outside the scope of this contract for example CPR /AED/ First Aid Certification etc. will be billed on a per person attendance basis with

(Ten) 10 attendees minimum mandatory per session. In lieu of safety training and risk management consultative services, the program regular fee schedule also (One Hundred and Twenty Dollars (\$120) per hour for occasional jobsite safety survey and joint site inspections services with the City Risk Management Department assigned personnel(s).

Travel time, visit time and office administrative (routine phone, electronic mail support, documentation of site visit inspections and surveys) and risk control consultations, safety trainings and reporting time are all included billable time services for onsite services and online services where applicable.

Work requiring overnight travel will be billed at actual expenses. Professional Risk Control Consulting Services, LLC will make a reasonable effort to obtain lodging in mid-range hotel/motels (example: La Quinta Inns & Suites)

For the scope of services stated, the Client agrees to pay the Consultant the compensation as stated in this Agreement.

The Consultant agrees to submit monthly invoices for services rendered. Billing will reflect dates of service and projects worked on. Payment will be due by the 1st of the month following the month the service is rendered.

For the scope of services stated, City of North Miami agrees to pay the Consultant the compensation as stated in this Contract.

Professional Risk Control Consulting Services, LLC. and City of North Miami agree that this contract when accepted shall remain in force for a minimum of three months of service and may automatically renew after the initial service period. The services that shall be provided per this agreement is advisory only. Either party may cancel this Contract after the initial service period with a written 30-day notice, or anytime by mutual written agreement. Professional Risk Control Consulting Services, LLC. or its officers or employees assume no responsibility for the management or control of the City of North Miami safety activities nor for the implementation of recommended corrective measures identified.

Any deposit for service shall be waived as down payment if required before the Contract is considered in force. This deposit will be applied to final payment at agreement termination or returned in equal payments during the course of the Contract at the discretion of Professional Risk Control Consulting Services, LLC.

City of North Miami understands that Professional Risk Control Consulting Services, LLC does not guarantee success; all information and services are provided for advisory purposes only. Professional Risk Control Consulting Services, LLC assume no responsibility for management or control of safety activities nor for implementation of recommended corrective measures. Professional Risk Control Consulting Services, LLC reports will be based on information supplied by customer and observations and practices at the time of the visit. Professional Risk Control Consulting Services, LLC have not and will not try to identify all hazards or process to control the behavior and conditions of customers/insured/clients and makes no guarantee of any results the City wants to achieve. Professional Risk Control Consulting Services, LLC do not warrant that requirements of any federal, state, or local law, regulation or ordinance have or have not been met.

This proposal is accepted by the persons whose signatures appear below, having the power to represent their respective City/Entity/Company.

AGREED:

Professional Risk Control Consulting Services, LLC


 Date 05/20/2020

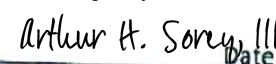
By: David Daley
Its Duly Authorized Representative

City of North Miami

Date:

ATTEST: City of North Miami, a Florida municipal Corporation

DocuSigned by:
 Date 6/29/2020
By: BB47A3B4B262492...
Vanessa Joseph, Esq.

DocuSigned by:
 Date 6/29/2020
By: FDAE1897923F40D...
Arthur H. Sorey III, City Manager (Interim)

City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

DocuSigned by:
 Date 6/25/2020
By: 8AF8443D714B491...
Jeff P. H. Cazeau, Esq.
City Attorney