

**GRANT AGREEMENT  
BY AND BETWEEN THE  
MARGATE COMMUNITY REDEVELOPMENT AGENCY  
AND  
ATLANTIC CENTER, LLC**

**THIS GRANT AGREEMENT** is entered into as of the \_\_\_ day of \_\_\_\_\_, 2025 by and between the **MARGATE COMMUNITY REDEVELOPMENT AGENCY**, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes, with a principal address at 5790 Margate Boulevard, Margate, Florida 33063 ("MCRA"), and **ATLANTIC CENTER, LLC**, a Florida limited liability company with a principal address at 4000 Hollywood Boulevard, 765-S, Hollywood, Florida 33021 ("GRANTEE").

**RECITALS**

**WHEREAS**, GRANTEE submitted a request directly to the MCRA requesting Six Hundred Thousand and 00/100 Dollars (\$600,000.00) in grant funds (the "Grant"), as reimbursement for the costs associated with the renovation of the shopping center located at 6828-6896 West Atlantic Boulevard, Margate, Florida (the "Property"); and

**WHEREAS**, the GRANTEE submitted the proposed renovation plans and specifications to the MCRA (the "Project"), a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference; and

**WHEREAS**, the MCRA's Board of Commissioners desires to provide the Grant to GRANTEE for the Project, on a reimbursement basis, and finds that the Grant furthers the purpose of the MCRA, is consistent with the MCRA's Redevelopment Plan, and is consistent with the provisions of Chapter 163, Part III, Florida Statutes; and

**WHEREAS**, the MCRA authorizes the Executive Director of the MCRA ("Executive Director") to disburse the Grant from the MCRA's budget, on a reimbursement basis to the GRANTEE upon presentation of proper paid invoices and satisfactory documentation to the MCRA by the GRANTEE; and

**WHEREAS**, GRANTEE and the MCRA wish to enter into this Agreement to set forth the terms and conditions relating to the use by GRANTEE of the Grant in the not to exceed amount of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) ("Grant") for the Project as defined herein.

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

1. **RECITALS.** The recitals and all statements contained therein are true and correct and are hereby incorporated into this Agreement.

2. **GRANT.** Subject to the terms and conditions set forth herein and GRANTEE's compliance with all of its obligations hereunder, the MCRA hereby agrees to make available to the GRANTEE the Grant to be used for the purpose and Project as described in Exhibit "A", which is attached hereto, and as disbursed in the manner hereinafter provided.

3. **USE OF GRANT.** The Grant shall be used by GRANTEE as follows: to reimburse the GRANTEE a portion of the costs associated with the renovation of the GRANTEE's building located at 6828-6896 West Atlantic Boulevard, Margate, Florida, which is conceptually depicted in **Exhibit "A,"** (the "Project"), which is attached hereto, and incorporated herein by this reference, which includes the GRANTEE's request for the Grant. The Grant funds shall not be used for any work commenced prior to the execution of this Agreement by the MCRA, or any work not included within the Project as described in Exhibit "A." The GRANTEE shall submit the Project site plan with renderings, which will be substantially similar to the Project as provided in **Exhibit "A,"** to the MCRA Board for approval no later than 180 days after the Effective Date. Following the approval of the MCRA Board, if the GRANTEE makes any revisions to the site plan that substantially alter the Project, the GRANTEE shall submit the revised site plan to the MCRA Executive Director for approval.

4. **COMPLIANCE WITH POLICIES AND PROCEDURES.** GRANTEE understands that the use of the Grant is subject to specific reporting, record keeping, administrative and contracting guidelines, audit, and other requirements affecting the activities funded by the Grant for the Project. GRANTEE covenants and agrees to comply with such requirements, and represents and warrants to the MCRA that the Grant shall be used in accordance with all of the requirements, terms and conditions contained therein, as the same may be amended during the term hereof. Without limiting the foregoing, GRANTEE represents and warrants that it will comply with, and the Grant will be used in accordance with, all applicable federal, state, and local codes, laws, rules and regulations. GRANTEE understands and agrees that any revisions to the Project shall require the approval of the MCRA Board of Commissioners.

5. **RECORDS, INSPECTIONS, REPORTS/AUDITS AND EVALUATION.**

GRANTEE understands, acknowledges, and agrees that:

- (a) The MCRA must meet certain record keeping and reporting requirements with regard to the Grant and that in order to enable the MCRA to comply with its record keeping and reporting requirements, GRANTEE shall maintain all records as required by the MCRA; and
- (b) At the MCRA's request, and no later than thirty (30) calendar days thereafter, GRANTEE shall deliver to the MCRA such reports and written statements relating to the use of the Grant as the MCRA may require from time to time; and
- (c) All costs and expenses of the Project shall be at actual cost with no markups; and
- (d) The MCRA shall have the right to conduct audits of GRANTEE's records pertaining to the Grant and to visit and to inspect the Project, in order to conduct its monitoring and evaluation activities, and that GRANTEE shall cooperate with the MCRA in the performance of these activities; and
- (e) GRANTEE's failure to comply with these requirements or the receipt or discovery (by monitoring, evaluation, or audit) by the MCRA of any inconsistent, incomplete, or inadequate information shall be grounds for the immediate termination of this Agreement by the MCRA.

6. **REVERSION OF ASSETS.** Upon the expiration, termination, or cancellation of the term of this Agreement, any unspent Grant funds shall immediately revert to the possession and ownership of the MCRA.

7. **INSURANCE REQUIREMENTS:** Insurance Requirements for the Project with respect to the GRANTEE and GRANTEE's subcontractors are attached and incorporated herein as **Exhibit "B."**

8. **DISBURSEMENT OF GRANT.** Subject to the terms and conditions contained in this Agreement, and at the time of execution of this Agreement, the MCRA shall make available to GRANTEE, on a reimbursement basis, an amount not to exceed Six Hundred Thousand and 00/100 Dollars (\$600,000.00) in Grant funds. Payments will be made only after GRANTEE has closed out all permits for the Project, obtained a certificate of completion for all elements of the Project from the City of Margate, and submitted to the MCRA, and the MCRA has received and approved in writing such Project specific invoices, (a) which shall be accompanied by sufficient

supporting documentation and contain sufficient details, to constitute a “Proper Invoice” as defined by Section 218.72, Florida Statutes, (b) shall be proof of final payment to licensed contractors for work performed on the Project, and (c) which are subject to verification by the MCRA of acceptable work product for the Project. The MCRA shall not have any obligation to reimburse GRANTEE for any partial payments to contractors or suppliers. The GRANTEE acknowledges that cash payments to contractors or suppliers shall not be eligible for reimbursement. In no event shall payments to GRANTEE under this Grant Agreement exceed Six Hundred Thousand and 00/100 Dollars (\$600,000.00), nor shall Grant funds be used in any form inconsistent with the terms, conditions, obligations, and requirements contained herein.

9. **TERM.** The term of this Agreement shall commence on the date first above written (“Commencement Date”), and shall terminate upon full disbursement of either (a) Six Hundred Thousand and 00/100 Dollars (\$600,000.00) or (b) such lesser amount should the final completion of the Project not require the entire not to exceed amount of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) from the Grant; provided, however, that all rights of the MCRA to audit or inspect, to require reversion of assets, to enforce representations, warranties and certifications, to default remedies, to limitation of liability and indemnification, and to recovery of fees, expenses, and costs shall survive the expiration or earlier termination of this Agreement. This Agreement shall terminate if the GRANTEE does not submit proof of permit close out, the certificate of completion for all elements of the Project, and all proper paid invoices within 365 days from date the MCRA Board approves the final design as provided in Section 3 of this Agreement. The Term of this Agreement may be extended upon the execution of a written amendment to this Agreement signed by both parties.

10. **REMEDIES FOR NON-COMPLIANCE.** If GRANTEE fails to perform any of its obligations or covenants hereunder, or materially breaches any of the terms, conditions, obligations, or requirements contained herein, then the MCRA shall have the right to take one or more of the following actions, irrespective of any remedies available to it in law and/or equity:

- (a) Withhold cash payments, pending correction of the deficiency by GRANTEE;
- (b) Recover payments made to GRANTEE;
- (c) Disallow (that is, deny the use of the Grant for) all or any part of the cost for the activity or action for the Project not in compliance;

- (d) Withhold further awards for the Project; and
- (e) Take such other actions and/or remedies that may be legally permitted.
- (f) Should the GRANTEE fail to maintain the Project, and fail to reimburse the MCRA as described herein, the GRANTEE grants the MCRA the right to file a lien against the Property in the amount of the Grant, or portion thereof, as applicable.

11. **OWNERSHIP OF PROPERTY.** The GRANTEE, agrees to maintain ownership of the Property for no less than ten (10) years from the date of issuance of the certificate of completion for the Project, and to maintain the improvements paid for by this grant and in accordance with this Agreement for a period not less than ten (10) years from the date of issuance of the certificate of completion of the Project. Should the GRANTEE fail to maintain the Project or sell the Property prior to the conclusion of the tenth anniversary following the issuance of the certificate of completion for the Project, the Recipient agrees to reimburse the MCRA the total amount of the Grant, which shall be reduced by 10% for each year after the issuance of the certificate of completion (e.g. if the GRANTEE sells the property after year 5, the amount to be repaid shall be reduced to 50% of the Grant).

12. **PROPERTY MAINTENANCE.** The GRANTEE agrees to operate and maintain the Project and Property in accordance with commonly-accepted industry standards for the life of the Project. The GRANTEE shall keep and maintain the Project interior and exterior in good and safe condition and shall make repairs in a timely fashion. The GRANTEE shall use all reasonable efforts to prevent damage or disrepair to the Project.

13. **NON-DISCRIMINATION.** GRANTEE, for itself and on behalf of its contractors and sub-contractors, agrees that it shall not discriminate as to race, sex, color, religion, national origin, age, marital status, sexual orientation, or disability in connection with its performance under this Agreement. Furthermore, GRANTEE represents that no otherwise qualified individual shall, solely, by reason of his/her race, sex, color, religion, national origin, age, marital status, sexual orientation, or disability be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving financial assistance pursuant to this Agreement.

14. **CONFLICT OF INTEREST.** GRANTEE covenants, represents and warrants that

it will comply with all applicable conflict of interest provisions including, but not limited to, the Broward County Code of Ethics:

15. **CONTINGENCY CLAUSE.** Funding for this Agreement is contingent on the availability of funds and continued authorization for Project activities, and is subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or change in regulations.

16. **CERTIFICATIONS RELATING TO THE GRANT.** GRANTEE certifies that:

- (a) All expenditures of the Grant shall be made only for the Project and in accordance with the provisions of this Agreement.
- (b) Reasonable accounting records for the Project shall be maintained by GRANTEE.
- (c) The expenditures of the Grant shall be properly documented and such documentation shall be maintained on file at the Project site.
- (d) Periodic progress reports shall be provided to the MCRA as requested from time to time.
- (e) No expenditure of Grant funds shall be used for political activities.
- (f) GRANTEE shall be liable to the MCRA for any amount of the Grant expended in a manner inconsistent with this Agreement.

17. **MARKETING.** The GRANTEE shall comply with the following provisions related to the marketing of the Project:

- (a) GRANTEE shall consult with the MCRA's Executive Director regarding all uses and displays of the recognition of the MCRA.
- (b) GRANTEE shall prominently display signage acknowledging the MCRA's Grant contribution to the Project at GRANTEE's primary place of business, and for a period of two (2) years after expiration of this Agreement.
- (c) GRANTEE shall produce, publish, advertise, disclose, or exhibit the MCRA's name and/or logo, in acknowledgement of the MCRA's contribution to the Project, in all forms of media and communications created by GRANTEE in relation to this Agreement and/or the Project, for the purpose of publication, promotion, illustration, advertising, trade or any other lawful purposes, including but not limited to stationary, newspapers, periodicals, billboards, posters, email, direct mail, flyers, telephone,

public events, and television, radio, or internet advertisements or postings, or interviews.

- (d) The MCRA shall have the right to approve the form and placement of all acknowledgements, which approval shall not be unreasonably withheld.
- (e) GRANTEE further agrees that the MCRA's name and logo may not be otherwise used, copied, reproduced, altered in any manner, or sold to others for purposes other than those specified in this Agreement. Nothing in this Agreement, or in GRANTEE's use of the MCRA's name and logo, confers or may be construed as conferring GRANTEE any right, title, or interest whatsoever in the MCRA's name, identifying information, and logo beyond the limited right granted in this Agreement.

18. **DEFAULT.** If GRANTEE fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then GRANTEE shall be in default. Upon the occurrence of a default hereunder the MCRA, in addition to all remedies available to it by law, may immediately, upon written notice to GRANTEE, terminate this Agreement whereupon all payments, advances, or other compensation paid by the MCRA to GRANTEE while GRANTEE was in default shall be immediately returned to the MCRA. GRANTEE understands and agrees that termination of this Agreement under this section shall not release GRANTEE from any obligations accruing prior to the effective date of termination.

19. **NO LIABILITY OF THE MCRA OR THE CITY.** None of the respective officers, employees, agents, representatives, or principals, whether disclosed or undisclosed, of the MCRA and of the City of Margate ("City") shall have any personal liability with respect to any of the provisions of this Agreement. Any liability of the MCRA and of the City under this Agreement shall be subject to the limitations imposed by Section 768.28, Florida Statutes.

20. **SPECIFIC PERFORMANCE.** In the event of breach of the Grant Agreement by the MCRA, the GRANTEE may only seek specific performance of the Grant Agreement and any recovery shall be limited to the actual amount of the Project costs not to exceed the amount of Grant funding authorized for the Project. In no event shall the MCRA be liable to GRANTEE for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

21. **INDEMNIFICATION OF THE MCRA AND THE CITY.** GRANTEE hereby

agrees to indemnify, protect, defend, save, release, and hold harmless the MCRA, the City, and their respective officers, employees, agents, representatives, and principals from and against any and all claims, actions, damages, liability and expense (including fees, costs, and expenses of attorneys, investigators and experts) in connection with loss of life, personal injury, or damage to property arising out of the performance or non-performance of this Agreement and the Project, except to the extent such loss, injury or damage was caused by the gross negligence of the MCRA, the City, or their respective officers, employees, agents, representatives, and principals.

22. **DISPUTES.** In the event of a dispute between the Executive Director of the MCRA and GRANTEE as to the terms and conditions of this Agreement, the Executive Director of the MCRA and GRANTEE shall notify each in writing of the dispute and proceed in good faith to resolve the dispute within thirty (30) calendar days of such written notice. If the dispute is not resolved within such thirty (30) calendar days, the dispute shall be submitted to the MCRA's Board of Commissioners ("Board") for resolution within ninety (90) calendar days thereof, or such longer period as may be agreed to by the parties to this Agreement. The Board's decision shall be deemed final and binding on the parties.

23. **CAPTIONS.** The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe, or amplify the terms and provisions of this Agreement or the scope or intent thereof.

24. **ENTIRE AGREEMENT.** This instrument constitutes the sole and only agreement of the parties hereto relating to the Grant, and correctly set forth the rights, duties, and obligations of the parties. There are no collateral or oral agreements or understandings between the MCRA and GRANTEE relating to this Agreement or the Grant and/or Project. Any promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement shall not be modified in any manner except by an instrument in writing executed by the authorized representatives of the parties. The MCRA's authorized representative is the Executive Director. GRANTEE's authorized representative is Todd Nepola.

25. **CONSTRUCTION.** Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents



of both parties have equally participated in the preparation of this Agreement.

26. **COVENANTS.** Each covenant, agreement, obligation, term, condition or other provision herein contained shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Agreement unless otherwise expressly provided. All of the terms and conditions set forth in this Agreement shall apply throughout the term of this Agreement unless otherwise expressly set forth herein.

27. **CONFLICTING TERMS.** In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall govern.

28. **WAIVER.** 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 by the non-breaching party.

29. **SEVERABILITY.** Should any provision 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, then such provision shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, that 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.

30. **NO THIRD-PARTY BENEFICIARY RIGHTS.** No provision of this Agreement shall, in any way, inure to the benefit of any third parties so as to constitute any such third party a beneficiary of this Agreement, or of anyone or more of the terms hereof, or otherwise give rise to any cause of action in any party not a party hereto.

31. **AMENDMENTS.** No amendment to this Agreement shall be binding on either party, unless in writing and signed by the authorized representatives of both parties.

32. **OWNERSHIP OF DOCUMENTS.** Upon request by the MCRA, all documents developed by GRANTEE shall be delivered to the MCRA upon completion of this Agreement, and may be used by the MCRA, without restriction or limitation. GRANTEE agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes. It is further understood by and between the parties that any document which is given by the MCRA to GRANTEE pursuant to this Agreement shall

at all times remain the property of the MCRA, and shall not be used by GRANTEE for any other purposes whatsoever, without the written consent of the MCRA.

33. **AWARD OF AGREEMENT.** GRANTEE warrants that it has not employed or retained any person employed by the MCRA to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay any person employed by the MCRA any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of the Grant.

34. **NON-DELEGABILITY.** The obligations of GRANTEE under this Agreement shall not be delegated or assigned to any other party without the MCRA's prior written consent which may be withheld by the MCRA, in its sole discretion.

35. **CONSTRUCTION OF AGREEMENT, GOVERNING LAW, AND VENUE.** This Agreement shall be construed and enforced in accordance with Florida law without regard to its conflicts of law provisions. In the event of litigation, controversies, or legal problems arising out of or as a result of this Agreement and/or the Project, shall be submitted to the jurisdiction of the State of Florida courts in the Seventeenth Judicial Circuit in and for Broward County, Florida. The venue shall be Broward County, Florida. Each party shall be responsible for its own attorney's fees, costs, and expenses. Moreover, GRANTEE acknowledges that it shall adhere to any and all state, local, and federal laws, rules and regulations in undertaking the Project and in complying with this Agreement, including the Code of Ordinances of the City of Margate, Florida, as amended.

36. **WAIVER OF JURY TRIAL.** GRANTEE and the MCRA hereby knowingly, irrevocably, voluntarily, and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, claim, or counterclaim based on this Agreement and/or the Project, or arising out of, under, or in connection with this Agreement, the Project, any renewal(s) hereof, any amendment, extension, or modification of this Agreement, or any other agreement executed between the parties in connection with this Agreement, the Project, or any other course of conduct, course of dealing, statements (whether verbal or written), or any other actions of any party hereto. This waiver is a material inducement for the MCRA and the GRANTEE to enter into this Agreement.

37. **TERMINATION OF CONTRACT FOR CONVENIENCE.** The MCRA retains the right to terminate this Agreement at any time for convenience, without penalty to the MCRA.

In that event, the MCRA shall give five (5) days written notice of termination to GRANTEE.

38. **NOTICE.** All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail, addressed to the party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth (5<sup>th</sup>) day after being posted, or the date of actual receipt, whichever is earlier.

**To MCRA:**

Margate Community Redevelopment Agency  
5790 Margate Boulevard  
Margate, Florida  
Attn: Cale Curtis, Executive Director

**To GRANTEE:**

Todd Nepola  
4000 Hollywood Blvd, 765-S  
Hollywood, Florida 33021

39. **INDEPENDENT CONTRACTOR.** GRANTEE, its contractors, subcontractors, employees, and agents shall be deemed to be independent contractors, and not agents or employees of the MCRA, and shall not attain any rights or benefits under the civil service or pension programs of the MCRA, or any rights generally afforded its employees; further, they shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the MCRA.

40. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

41. **AUTHORITY.** Both the MCRA and GRANTEE certify that each possesses the legal authority to enter into this Agreement. A resolution, motion or similar action has been duly adopted as an official act of each party as a governing body, authorizing the execution of this Agreement, and identifying the official representative of each to act in connection herewith and to provide such additional information as may be required by the terms of this Agreement.

42. **PUBLIC RECORDS.** GRANTEE understands that the public shall have access, at all reasonable times, to all documents and information pertaining to the MCRA, subject to the provisions of Chapter 119, Florida Statutes, and any specific exemptions there from, and GRANTEE agrees to allow access by the MCRA and the public to all documents subject to

disclosure under applicable law unless there is a specific exemption from such access. GRANTEE's failure or refusal to comply with the provisions of this section shall result in immediate termination of the Agreement by the MCRA. Pursuant to the provisions of Section 119.0701, Florida Statutes, GRANTEE must comply with the Florida Public Records Laws, specifically the GRANTEE must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the GRANTEE upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. All records stored electronically must be provided to the MCRA in a format compatible with the information technology systems of the public agency.

GRANTEE agrees that any of the obligations in this section will survive the term, termination and cancellation hereof.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK**

**5790 MARGATE BLVD., MARGATE, FL 33063**

**(954) 935-5327, [CityClerk@Margatefl.com](mailto:CityClerk@Margatefl.com)**


43. **SURVIVAL.** All obligations (including but not limited to indemnity and obligations to defend, release, 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.

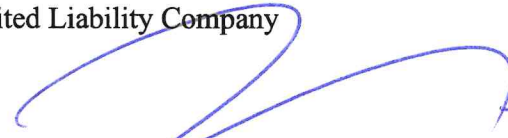
44. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile, .pdf and other electronic signatures to this Agreement shall have the same effect as original signatures.

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

**ATTEST:**

By:   
Name: Joshua Phanie

**ATLANTIC CENTER, LLC, a Florida  
Limited Liability Company**

By:   
Print Name: Todd Nepola  
Title: manager

**ATTEST:**

By: \_\_\_\_\_  
Cale Curtis Executive Director  
\_\_\_\_\_

**MARGATE COMMUNITY  
REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Anthony N. Caggiano, Chair

Date: \_\_\_\_\_

## **COMPOSITE EXHIBIT “A”- PROJECT DESCRIPTION**

**EXHIBIT B- INSURANCE REQUIREMENTS FOR GRANTEE  
AND GRANTEE'S SUBCONTRACTORS**

**INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE  
ATLANTIC CENTER, LLC - GRANTEE**

**I. Commercial General Liability**

- A. Limits of Liability
  - Bodily Injury and Property Damage Liability
  - Each Occurrence \$1,000,000
  - General Aggregate Limit \$ 2,000,000
  - Products/Completed Operations \$ 1,000,000
  - Personal and Advertising Injury \$1,000,000
- B. Endorsements Required
  - City of Margate listed as an Additional Insured
  - Margate Community Redevelopment Agency listed as an additional insured
  - Contingent and Contractual Liability
  - Premises and Operations Liability
  - Explosion, Collapse and Underground Hazard
  - Primary Insurance Clause Endorsement

**II. Business Automobile Liability**

- 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
  - City of Margate included as an Additional Insured
  - Margate Community Redevelopment Agency listed as an Additional Insured

**III. Worker's Compensation**

Limits of Liability – Statutory - State of Florida  
Waiver of subrogation

## **Employer's Liability**

### **A. Limits of Liability**

\$1,000,000 for bodily injury caused by an accident, each accident.

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

City of Margate & Margate Community Redevelopment Agency listed as an additional Insured. Coverage is excess follow form over all liability policies contained herein.

**The above policies shall provide the City of Margate and the Margate Community Redevelopment Agency with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.**

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

**The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.**