

**Town of Indian Shores, Florida**  
**Request for Proposals**  
**Specialized Labor and Employment Lawyer Contract Services**  
**RFP #2023-01**



Issue Date: April 17, 2023  
Responses Due: **May 26, 2023 by 3:00 P.M. EST**  
Submit To: Town of Indian Shores  
Freddie Lozano, Town Clerk  
19305 Gulf Boulevard  
Indian Shores, FL 33785  
[flozano@myindianshores.com](mailto:flozano@myindianshores.com)

The Town of Indian Shores, Florida, (hereinafter “Town”) is seeking proposals for employment lawyer services. Attorneys and firms meeting the qualifications and with experience serving similar clients are invited to submit written proposals, submitted in accordance with the terms, conditions, and instructions set forth in this Request for Proposals (“RFP”).

Proposals must be submitted electronically in PDF format no later than **Friday, May 26, 2023, at 3:00 P.M., EST**. Questions regarding Indian Shores RFP #2023-01 should be submitted in writing to the Town Clerk, Freddie Lozano, no later than **Monday, May 15, 2023, at 4:00 P.M.**

I. Background

- a. The Town is one of twenty-four municipalities located in Pinellas on Florida’s west coast. The Town is a Town Council/Administrator form of municipal government. Policy-making and legislative authority are vested in the Mayor and Town Council who are elected on a non-partisan basis. The Town offers a traditional mix of services to its population, including seasonal residents, of approximately 1,193. The Town employs approximately 26 Full-Time Equivalents with an annual budget of \$4.5 million.
- b. Town Departments include: A Municipal Police Department, Building Department, Finance and Personnel Department, Library, Public Services, and Administration. The Town’s fire service is provided by the Pinellas Suncoast Fire and Rescue District (“PSFRD”). Charter Officers include the Town Attorney, Town Clerk, and Town Administrator.
- c. The Town Attorney serves as General Counsel for the Town and provides all general legal services for the municipality. The Town Council appointed Attorney Regina Kardash as Town Attorney under Resolution 14-2015, and has a retainer with Persson, Cohen, Mooney, Fernandez & Jackson, P.A. for General Counsel services. Bryant Miller Olive has an existing contract for Conflict Counsel services. There is no existing retainer agreement for Labor and Employment Law services.

II. Qualifications

- a. Member in Good Standing with the Florida Bar and Federal Middle District of Florida for at least five (5) years, maintains a Florida Bar Board Certification in Labor and Employment Law, with a practice focused on the following demonstrated areas of experience:
  - i. Labor and employment representation of local government employees, including police and fire departments.
  - ii. Litigation.
  - iii. Worker’s Compensation Claims.
  - iv. EEOC Claims.
  - v. Section 1983 Actions.
  - vi. Appeals.
  - vii. Administrative Proceedings.
  - viii. Training of Supervisors and Management.
  - ix. Drafting and Implementation of Personnel Policies.
  - x. Union Contracts and Negotiation.

- b. Candidates shall maintain a professional liability policy and provide evidence of such coverage for professional liability for no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; if claims-made coverage the retro date shall be effective prior to the commencement of this contract and coverage shall apply for a minimum of three years, or as allowable by law, following contract end. General Liability and Owned/Non-Owned Automobile Liability shall be provided in the minimum amount of \$1,000,000 Per Occurrence. Workers' Compensation coverage shall be provided in accordance with Statutory requirements. Evidence of coverage shall be provided throughout the duration of the contract.

### III. Scope of Work

- a. Provide Labor and Employment Law representation and advice to the Town. Represent the Town in union negotiations with the Fraternal Order of Police (FOP) labor union. Assist in review and revision of all personnel and employment related policies of the Town. Represent the Town in EEOC, Human Rights, and wage claims, as well as representation in litigation related to labor and employment law matters. Provide annual training to all Town Public Officials, employees, staff and department heads regarding Town policies, procedures, and employment law related matters. It is not necessary that this position hold regular office hours or meetings at the Town, and the representation would be largely remote in nature. However, the Candidate should be willing and able to attend Town Council meetings and any required Shade Meetings should the need arise.

### IV. Proposal Format

- a. Proposals are due by **3:00 P.M. on Friday, May 26, 2023**. All proposals are to be submitted electronically in PDF accessible format (PDF/A) to Freddie Lozano, Town Clerk, Town of Indian Shores, 19305 Gulf Boulevard, Indian Shores, FL 33785; [flozano@myindianshores.com](mailto:flozano@myindianshores.com). Responses submitted after the Proposal Response Due Date and time shall not be considered. It is the sole responsibility of the Candidate to ensure that its proposal response is uploaded before such date and time. The Town of Indian Shores shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.
- b. The Proposal PDF shall contain the following tabs:
  - i. **Tab 1:** Table of Contents
  - ii. **Tab 2:** Letter of transmittal containing a statement of the Candidate's understanding of the scope of work, a guarantee that the Candidate agrees to be bound by the proposal submitted for a period of ninety (90) days, and shall be signed by a person(s) authorized to legally bind a Candidate.
  - iii. **Tab 3:** A resume or curriculum vitae of the Candidate demonstrating similar prior work experience, knowledge of Labor and Employment, and professional activities associated with the practice of law.
  - iv. **Tab 4:** Firm history and practice overview, including specifically identifying those attorneys and staff who will work on Town related issues. Identify the location and address for the firm's main office and any additional offices maintained by the Firm. A statement and explanation of any disciplinary

history for any attorneys at the firm for the past five (5) years, including bar complaints and malpractice actions.

- v. **Tab 5:** A statement regarding any legal conflicts of interest or prior representations adverse to the Town. If awarded a contract with the Town, Candidate agrees not to undertake future representation nor to continue the present legal representation of any person or entity in a matter adverse to the Town's interest relating to Town matters for a term of two (2) years after the expiration of any such contract. The Town considers such representation to be a prima facie conflict of interest and will not agree to waive such conflict for any reason.
- vi. **Tab 6:** Three references (3) with knowledge of the Candidates' work and experience in Labor and Employment Law. Preference is for references who are experienced in Local Government Law or union contracts.
- vii. **Tab 7:** Fee schedule and proposed retainer agreement. The retainer agreement shall incorporate this RFP and the proposer's response as part of the Agreement. The fee shall be given in both a retainer and hourly rate option, and state whether or not the Firm will charge travel time. The retainer shall be for an initial three (3) year term, with two (2) optional renewals. The retainer would be terminable on sixty (60) days notice by either party.
- viii. **Tab 8:** Required Documents
  1. Contractor Information sheet. See appendix.
  2. Non-Collusion Affidavit.
    - a. The Town reserves the right to disqualify offers before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposers. Affidavit in appendix.
  3. EEOC Certification
    - a. Proposer shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Laws relating to nondiscrimination in employment, the furnishing of equal employment opportunity and environmental Laws. Contractor shall also comply with Town policies and procedures including but not limited to policies and procedures related to security and internet access.
  4. Drug Free Workplace Affidavit
    - a. Preference shall be given to businesses with drug-free workplace programs in accordance with Section 287.087, Florida Statutes. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services; a proposal received from a business that certifies that

it has implemented a drug-free workplace program shall be given preference in the award process. Form in appendix.

5. Statement of Public Entity Crimes

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Proof of Insurance

- a. Proof of insurance shall be submitted in accordance with the qualifications contained in Section II.b. of this RFP, and the requirements outlined in the appendix.

V. General Requirements for Proposal and Contract

- a. Ex-Parte Communication. In order to ensure fair evaluation of proposals, ex-parte communication initiated by Proposers is prohibited from the time the responses are opened until a final decision has been made. No Proposer may initiate communication with any Town Council Member or any Town official, staff, or employee who is participating in the evaluation process. Any and all communication initiated by a Proposer after the responses are opened must be in writing to: Freddie Lozano, Town Clerk, Town of Indian Shores, 19305 Gulf Boulevard, Indian Shores, FL 33785; [flozano@myindianshores.com](mailto:flozano@myindianshores.com). The Town may, however, initiate communication with any Proposer in order to obtain additional information or clarification necessary for fair evaluation of their proposal. Ex-parte communication initiated by a Proposer may disqualify that Proposer from consideration for this or future Request for Proposals.
- b. The Town will not pay any costs incurred by Proposers in the preparation of its proposal or presentations. Proposals may not be withdrawn for ninety (90) days after bid opening. The Town reserves the right to reject any and all proposals and to waive minor informalities. The Town may award the Agreement on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint. An award shall be made to the responsible Proposer whose proposal is determined, in writing, to be the most advantageous to the Town, taking into consideration price and the evaluation criteria set forth in the RFP.
- c. Compliance with Laws. Proposer shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and

orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Laws relating to nondiscrimination in employment, the furnishing of equal employment opportunity and environmental Laws. Contractor shall also comply with Town policies and procedures including but not limited to policies and procedures related to public records, security, and internet access. The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

- d. Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the City. Pursuant to Florida Statutes § 448.095(2), beginning January 1st, 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Town shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such.
- e. Governing Laws and Consent to Jurisdiction. The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable

actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.

- f. Assignment. No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the Town. The Town shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Town shall be null and void and shall be grounds for the Town to declare a default of this Agreement. If any assignment is approved by the Town, the assignee shall fully and expressly assume all of the obligations, duties, and liabilities of the Contractor under this Agreement.
- g. Public Records Law: the proposed Retainer Agreement shall contain the following statement in accordance with Florida Statutes:
  - i. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:
    1. Keep and maintain public records required by the Town to perform the services provided hereunder.
    2. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Town.
    4. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in the possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

- h. If the Contractor fails to comply with the requirements in this Section, the Town may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the Town within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

## **PUBLIC RECORDS CUSTODIAN**

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

Freddie Lozano, Town Clerk

Town of Indian Shores

19305 Gulf Boulevard,

Indian Shores, FL 33785;

[flozano@myindianshores.com](mailto:flozano@myindianshores.com)

(727) 595-4020

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VI. Evaluation and Selection Criteria

a. Selection Committee

i. The selection committee shall consist of the Town Administrator, Police Chief, Town Attorney, Director of Finance and Personnel, and Police Major/Deputy Chief. Submittals will be ranked according to the evaluation criteria, and the top three (3) Candidates will be invited to give fifteen (15) minute presentations to the Town Council. The Town Officials listed will evaluate the proposals based on the criteria established in the Request for Proposals. After the ranking is completed, the Town Council's approval will be sought to approve the ranking and award a negotiated Agreement, which will be in the best interest of the Town, with the top ranked Firm. The Town reserves the right to reject any and all proposals.

b. Evaluation Criteria

i. Technical Response	5
ii. Qualifications	25
iii. Fee Proposal and Retainer	20
iv. References	25
v. Prior Government Experience	25

c. Anticipated Timeline:

- i. Questions from Candidates: 4:00 P.M. on Monday, May 15, 2023
- ii. Bid Openings: 3:00 P.M. on Friday, May 26, 2023
- iii. Shortlist: June TBD, 2023
- iv. Interview/Presentations: June TBD, 2023
- v. Town Council Approval: July TBD, 2023.



  
Town Clerk Signature

April 17, 2023  
Certification Date

APPENDIX DOCUMENTS

PROPOSAL FORMS

VENDOR INFORMATION SHEET

The information below is required to complete your proposal packet. Type or print only. Company

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

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Project Contact: \_\_\_\_\_

e-mail address: \_\_\_\_\_

Remittance (Payment) Mailing Information

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Project Contact: \_\_\_\_\_

e-mail address: \_\_\_\_\_

Federal Tax ID No.:

\_\_\_\_\_

Tax ID Type:    Federal Tax ID    Social Security Number

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with the Town of Indian Shores to perform as specified and in accordance with the scope of services and the other terms and conditions of the Contract Documents.

2. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening.

3. In submitting this Proposal; Proposer represents, as more fully set forth in the Agreement, that:

(a) Proposer has examined and carefully studied the Proposal Documents and the following Addenda (receipt of all which is hereby acknowledged):

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

- (b) Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect furnishing of the Work.
  - (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the Town of Indian Shores.
4. Proposer will perform scope of services in accordance with the Proposal Documents for prices shown on the Pricing Summary submitted with the Proposal in TAB 7.

Proposer: \_\_\_\_\_(signature)

Town of Indian Shores RFP #2023-01

**REFERENCES**

#1 Agency		
Address		
City, State, Zip		
Contact Person		
Telephone:		Email:
Date(s) of Service		
Type of Service		
Comments		
#2 Agency		
Address		
City, State, Zip		
Contact Person		
Telephone:		Email:
Date(s) of Service		
Type of Service		
Comments		
#3 Agency		
Address		
City, State, Zip		
Contact Person		
Telephone:		Email:
Date(s) of Service		
Type of Service		
Comments		

NON-COLLUSION AFFIDAVIT

I, \_\_\_\_\_, depose and say that:

1. I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the firm submitting the response described in this Request for Proposals for Specialized Labor and Employment Law Services, RFP #2023-01, and that I executed the said response with full authority to do so:
2. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
4. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
5. The statements contained in this affidavit are true and correct, and made with full knowledge that the Town of Indian Shores relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Signature of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF: \_\_\_\_\_ CITY OF: \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this \_\_\_\_\_ day of 202\_.

**NOTARY PUBLIC**

My Commission Expires: \_\_\_\_\_

## DRUG FREE WORKPLACE CERTIFICATION

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The SIGNED PROPOSER (Below) CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

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

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

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

(Typed or Printed)

Address: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone No: \_\_\_\_\_

**LOBBYING AND CONFLICT OF INTEREST ETHICS CLAUSE**

(Company)

\_\_\_\_\_ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former Town officer or employee or any current Town officer or employee. For breach or violation of this provision the Town may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the current or former Town officer or employee”.

Signature \_\_\_\_\_

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

STATE OF: \_\_\_\_\_ CITY OF: \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on (date) by (name of affiant). He/She is personally known to me or has produced as identification. (type of identification)

**NOTARY PUBLIC**

My commission expires: \_\_\_\_\_

## MINIMUM INSURANCE REQUIREMENTS

### 1. Insurance

Contractor shall carry the following minimum types and amounts of insurance at its own expense, for the contract period:

A. The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an “A” policyholder’s rating and a financial rating of at least Class VIII in accordance with the most current A.M. Best Company, Inc. Key Rating Guide. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the Town Clerk for the Town of Indian Shores of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the Town. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.

1.	Commercial General Liability	
	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products-Completed Operations Aggregate	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
	Broad Form Property Damage and Fire Legal Liability(Per Occurrence)	\$50,000
2.	Automobile Liability	
	Each Occurrence Combined Single Limit	\$1,000,000
	General Aggregate	\$1,000,000
3.	Worker's Compensation	\$1,000,000
4.	Employer's Liability	
	Each Accident	\$1,000,000
	Disease Each Employee	\$1,000,000
	Disease Policy Limit	\$1,000,000

B. Each Insurance Policy shall include the following conditions by endorsement to the policy:

- 1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the Town by certified mail to: Town Clerk, Town of Indian Shores, 19305 Gulf Boulevard, Indian Shores, FL 33785. Contractor shall also notify Town, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against Town for payment of premiums or assessments for any deductibles which all are at the



sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

- 3) The term "TOWN" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of Town and individual members, employees thereof in their official capacities, and/or while acting on behalf of the Town.
- 4) Town of Indian Shores shall be endorsed to the required policy or policies as an "Additional Insured" or "Additional Named Insured", endorsed on the policy/policies.
- 5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Town to any such future coverage, or to Town's Self-Insured Retentions of whatever nature.