

**CITY OF HALLANDALE BEACH  
AND ENGINEERED COMFORT SOLUTIONS  
AGREEMENT FOR SOUTH CITY BEACH PARK HELICOPTER STAGING**

**THIS AGREEMENT** is made by and between the CITY OF HALLANDALE BEACH, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 400 S. Federal Highway, Hallandale Beach, Florida 33009, ("CITY") and Engineered Comfort Solutions, a Florida corporation whose address is 3837 Commerce Parkway, Miramar, FL 33025 ("CONTRACTOR")

**WITNESSETH**

**WHEREAS**, City is the owner of property situated in the City of Hallandale Beach, Broward County, Florida, known as South City Beach Park, located at 1870 S Ocean Drive ("Property"); and

**WHEREAS**, Contractor has requested utilization of South City Beach Park Parking Lot for staging of equipment to facilitate air lifts by Helicopter to Beach Club Three of Hallandale Condominium Association, Inc. located at 1800 S Ocean Dr. as outlined in the attached request for use **Exhibit A** so the contractor may complete a permitted HVAC project for the association (the "Project"); and

**WHEREAS**, Contractor acknowledges that City has no obligation to provide access across public parks to Contractor for private business purposes; and

**WHEREAS**, City has agreed, as approved by motion of the City Commission on March 5, 2025, to grant the requested access subject to the terms and conditions stated herein in order that Contractor may complete the Project, so long as the Contractor complies strictly with all requirements in this Agreement and its exhibits.

**NOW, THEREFORE**, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

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1. Recitals. The foregoing recitals contained in the above WHEREAS clauses are true, accurate and correct and are incorporated herein by reference.
2. The Contractor will be provided access to South City Beach Park's Parking Lot at Dawn on March 11, 2025 and shall completely clear the park by 5 pm. If weather prevents the operation from proceeding on March 11, 2025, the operation may be conducted on March 12, 2025. Any other change to the date shall require the City's written approval and payment of a five-thousand dollar (\$5,000) change fee.
3. Fee. Contractor shall pay to CITY a nonrefundable one-time fee upon the execution hereof of one hundred and seventy five thousand dollars (\$175,000.00) in consideration for this agreement and the costs associated with staff review and coordination of request, lost revenue, compensation to City Police for staffing day of event, Fire staffing day of event, City notice to affected residents, and permit fees, and other costs.
4. To ensure the safety of Hallandale Beach residents and visitors, all entrances into the Sterile Area as depicted in the FAA approved Congested Area Plan, **Exhibit B**, will be closed or monitored by Hallandale Beach Police to prevent access prior to each lift. The Sterile Area, includes South City Beach Park, North City Beach Park parking lot, Etaru Restaurant, Heed Spa, the beach from the South side of South City Beach Park to the North end of Surf Road, and private Beach Club property including all private roads, driveways, walkways, and/or common areas per the Private Property Maintenance of Traffic Plan ("MOT") as outlined in Congested Area Plan (Exhibit B). Ocean Drive vehicular and pedestrian traffic will be restricted during active lifts by Hallandale Beach Police. CONTRACTOR agrees to strictly abide by the approved plan.
5. The Contractor is responsible for notifying all residents within the sterile area via first class mail, or as otherwise approved by the City in writing, of the upcoming project

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and interruptions to use of their private property and expected traffic delays.

Notification will be sent with enough time to reach all affected residents prior to the date of interruption. They must provide the City with the mailing list and a proof of mailing affidavit, or other proof as otherwise agreed to by the City.

6. Contractor must meet all Building Permit conditions prior to the start of any work pursuant to this Agreement.

7. The Contractor and City agree to the following approximate schedule:

March 11, 2025 (or weather date March 12, 2025)

7am Surf Road, North City Beach Park, South City Beach Park, and designated Beach area closed/secured.

Mobilization of equipment in the South City Beach Park Parking Lot.

10am Helicopter Lifts commence (approximately 10 lifts) A1A, sidewalks, and Beach Club Complex closed/ secured.

2pm Helicopter Lifts completed, demobilization and clean up commence. Surf Road, North City Beach Park, designated beach area, A1A, sidewalks, Beach Club Complex, and Lyfe entrances reopen.

5pm South City Beach Park and Parking Lot reopens.

8. Insurance. CONTRACTOR shall obtain the insurance and bond, as applicable, in the types, amounts and subject to the requirements set forth on the Risk Management Requirements attached as **Exhibit "C"** hereto, and shall list the City of Hallandale Beach as an additional insured, providing a COI acceptable to CITY upon signature hereof.

9. The Contractor is responsible for the cost and placement of signage notifying residents and visitors of the Park and Beach closure and expected traffic delays. Signage must be pre-approved by the City and must be placed no less than 4 days prior to the date of closure. The Contractor is responsible for placing all fencing,

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caution tape, and/or other barriers needed to secure the sterile area and for removing the same prior to reopening the spaces.

10. The Contractor will be responsible for ensuring evacuation compliance with Exhibit D, Certification of Structural Approximation, prior to each lift. Police will not be supplied to assist with the evacuation.
11. City will provide Police and, through its agreement with the Broward Sheriff's Office Fire Department, Fire personnel, as the City deems necessary, throughout the lift day.
12. No Removal of City Items. No CITY items, if any, will be moved or removed by CONTRACTOR.
13. The Contractor is responsible for returning all public areas of use including South City Beach Park and Parking lot as well as the Public Beach in the designated area to pre-lift condition prior to 5pm on the day of the Project, including but not limited to demobilization and clean up. CONTRACTOR agrees to replace, repair, restore any damage to vegetation, irrigation, structures to no less than its original condition prior to finalization of the permits for the Project.
14. PARK RESTORATION WARRANTY STATEMENT. Contractor agrees to extend to the City of Hallandale Beach a 1-year warranty period on all of the property that constitutes the Sterile Area and its content, including but not limited to all trees that have been affected following the lift. Contractor's obligation under this warranty is limited to the following terms and conditions:
  - A. Any tree(s) having damage caused by the lift performed by ECS shall be replaced at no cost to the City of Hallandale Beach.
  - B. Contractor shall provide monthly fertilization service for the replanted trees for a period of 1-year (12 applications) at no cost to the City of Hallandale Beach.

C. Contractor shall not warrant any damage and/or non-survival due to freezing weather, calamity, malicious act, or any event of Force Majeure, unrelated to the Agreement.

14. CONTRACTOR agrees that this agreement is entered into at the option of the CITY and that the CITY is in no way obligated to grant the requested access nor responsible for any damages, of any nature, incurred by CONTRACTOR as a result of the repairs CONTRACTOR must make to its private property. This agreement shall not be construed or interpreted to indicate that the CITY is in any way responsible for fees, fines or other penalties incurred by CONTRACTOR relating to the Project. CONTRACTOR agrees that the City's exercise of its governmental police powers relating to Building Requirements and Code Enforcement are separate and independent of this agreement and that execution of this agreement shall not excuse, negate, nor in any way invalidate the imposition of fines or fees relating to the rightful exercise of that authority. CONTRACTOR agrees that CONTRACTOR is responsible for complying with all applicable laws and regulations, including permitting requirements for the Project.

15. Notices. Notices hereunder shall be made to the parties as follows:

CITY NOTICE:

Cathie Schanz, Parks Recreation and Open Spaces Director  
400 S. Federal Hwy.  
Hallandale Beach, FL 33009  
CSchanz@coHB.org

CONTRACTOR NOTICE:

Engineered Comfort Solutions  
3837 Commerce Parkway, Miramar, FL 33025  
1-866-327-5029  
[ronr@ecshvac.com](mailto:ronr@ecshvac.com)

16. Indemnification. To the fullest extent permitted by law, CONTRACTOR hereby agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities, damages, losses, costs and expenditures of any kind, including attorney's fees, court costs, and other expenses, alleged to have been caused in whole or in part, by the negligence, error or omission, recklessness or intentionally wrongful conduct of CONTRACTOR, any contractors, sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. Neither the CONTRACTOR nor any of its agents will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees. Nothing herein shall be interpreted or construed to mean that CITY waives its sovereign immunity pursuant to Section 768.28, Florida Statutes.
17. Prior Agreements. This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
18. Jurisdiction, Venue, Waiver Of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either

party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

19. Compliance With Laws. CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
20. **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 954-457-1340, CITYCLERKOFFICE@COHB.ORG, AND 400 S. FEDERAL HIGHWAY, HALLANDALE BEACH, FL 33009.**
21. This Agreement may be executed in any number of counterparts each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one agreement. This TCE and any amendments may be delivered electronically with the same legal effect as if delivered in paper form by hand.
22. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.
23. Severance. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

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**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature. CITY OF HALLANDALE BEACH signing by and through its City Manager, duly authorized to execute same.

**CITY**

ATTEST:

CITY OF HALLANDALE BEACH

\_\_\_\_\_  
Jenorgen Guillen, CITY CLERK

By \_\_\_\_\_  
Dr. Jeremy Earle, CITY MANAGER

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

Approved as to legal sufficiency and form by

\_\_\_\_\_  
Jennifer Merino, CITY ATTORNEY



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**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature. Engineered Comfort Solutions signing by and through its representative, duly authorized to execute same.

**CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.** If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

**CONTRACTOR**

ATTEST:

\_\_\_\_\_  
Corporate Secretary

By \_\_\_\_\_

\_\_\_\_\_  
(Type Name and Title Signed Above)

\_\_\_\_\_  
PRINT NAME AND TITLE  
\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) OR (NOTARIZE BELOW)

**OR (ONLY If not incorporated sign below).**

WITNESSES:

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(PRESIDENT OR VICE-PRESIDENT)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(TYPE NAME & SIGNED ABOVE)

**NOTARY SEAL**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name of Notary Printed, or Stamped

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ OR Online Notarization \_\_\_\_\_

Type of Identification Produced: