

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THIRD AMENDMENT BETWEEN THE CITY OF POMPANO BEACH AND W. D. THOMPSON, INC. PROVIDING FOR BEACH CLEANING AND DEBRIS REMOVAL SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed Ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Third Amendment between the City of Pompano Beach and W. D. Thompson, Inc. providing for Beach Cleaning and Debris Removal Services, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 10th day of September, 2013.

PASSED SECOND READING this 24th day of September, 2013.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
7/25/13
L:ord/2013-376

THIRD AMENDMENT

THIS IS A THIRD AMENDMENT TO THE AGREEMENT dated the 2nd day of October, 2013, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

W. D. THOMPSON, INC., a Florida corporation, whose address is 220 NE 13th Street, Pompano Beach, Florida 33060, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into an agreement for beach cleaning and debris removal on July 16, 2007, ("Original Agreement"); and

WHEREAS, the Original Agreement and Resolution provided for a three-year term with a provision to renew for two (2) additional three-year periods; and

WHEREAS, CONTRACTOR entered into a First Amendment to the Original Agreement with CITY for increased services, adopted by Ordinance No. 2009-08, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the parties entered into a Second Amendment and Extension Agreement on October 5, 2010, approved by City Resolution No. 2010-48; and

WHEREAS, the CITY and the CONTRACTOR have agreed to extend the Original Agreement for an additional three-year period, ending September 30, 2016.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. That the Agreement between CONTRACTOR and CITY to provide beach cleaning and debris removal services, formerly approved by Ordinance No. 2007-56, and amended by Ordinance No. 2009-08 and Ordinance No. 2010-48, copies of which are attached hereto and made a part hereof, shall be extended for an additional three-year period, ending September 30, 2016, pursuant to the terms, conditions and specifications set forth therein.

3. All terms, covenants and conditions contained in the Original Agreement, with the exception of the provision for the extension and the amendment hereinabove, shall remain unchanged, and the parties agree to keep, observe and perform all covenants and conditions contained herein.

4. This Agreement shall bind the parties and their respective executors, administrators, successors and assigns and shall be fully effective as though the extension and amendment had been originally included in the Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Manes

By: [Signature]

LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: [Signature]

DENNIS W. BEACH, CITY MANAGER

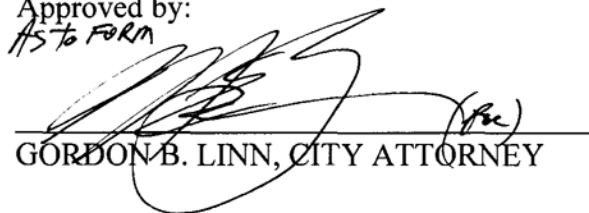
Attest:


MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

AS TO FORM

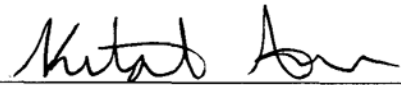

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 2nd day of October, 2013 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

[Signature]
[Signature]

W. D. THOMPSON, INC., a Florida corporation

By: [Signature]

Signature

ANDREW GREENER

Typed, Stamped or Printed Name

GENERAL MANAGER.

Title

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2ND day of AUGUST, 2013 by ANDREW GREENER as GENERAL MANAGER. of W. D. THOMPSON, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or who has produced DRIVERS LICENSE (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

[Signature]
(Name of Acknowledger Typed, Printed or Stamped)

EE 59064
Commission Number

GBL/jrm
7/25/13
l:agr/pw/2013-1392

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT AND EXTENSION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND W. D. THOMPSON, INC. PROVIDING FOR BEACH CLEANING AND DEBRIS REMOVAL SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed Ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Second Amendment and Extension Agreement between the City of Pompano Beach and W. D. Thompson, Inc. providing for Beach Cleaning and Debris Removal Services, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 14th day of September, 2010.

PASSED SECOND READING this 28th day of September, 2010.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
7/27/10
L:ord/2010-335

**SECOND AMENDMENT AND
EXTENSION AGREEMENT**

THIS IS A SECOND AMENDMENT TO THE AGREEMENT dated the 5th
day of October, 2010, between:

CITY OF POMPANO BEACH, a municipal corporation of the
State of Florida, whose address is 100 West Atlantic Boulevard,
Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

W. D. THOMPSON, INC., a Florida corporation, whose address
is 220 NE 13th Street, Pompano Beach, Florida 33060, hereinafter
referred to as "CONTRACTOR."

WHEREAS, the parties entered into an agreement for beach cleaning and debris removal
on July 16, 2007, ("Original Agreement"); and

WHEREAS, the Original Agreement and Resolution provided for a three-year term with
a provision to renew for two (2) additional three-year periods; and

WHEREAS, CONTRACTOR entered into a First Amendment with CITY for increased
services, adopted by Ordinance No. 2009-08, a copy of which is attached hereto and made a part
hereof; and

WHEREAS, the CITY and the CONTRACTOR have agreed to extend the Original
Agreement for an additional three-year period, ending September 30, 2013, and to amend the
Original Agreement to provide for a decrease in the monthly fee.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. That the Agreement between CONTRACTOR and CITY to provide beach cleaning and debris removal services, formerly approved by Ordinance No. 2007-56, and amended by Ordinance No. 2009-08, copies of which are attached hereto and made a part hereof, shall be extended for an additional three-year period, ending September 30, 2013, pursuant to the terms, conditions and specifications set forth therein.

2. Section Two of the Original Agreement between the parties is hereby amended as follows:

2. For the term of the contract, the CITY will pay to the CONTRACTOR the sum of ~~Twenty Thousand Nine Hundred Seventy Dollars (\$20,970.00)~~ Sixteen Thousand Eight Hundred Three Dollars and 33/100 (\$16,803.33) per month.

3. All terms, covenants and conditions contained in the Original Agreement, with the exception of the provision for the extension and the amendment hereinabove, shall remain unchanged, and the parties agree to keep, observe and perform all covenants and conditions contained herein.

4. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension and amendment had been originally included in the Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the
day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Christine Wodka

By: [Signature]

LAMAR FISHER, MAYOR

Shelly R. Beathelme

By: [Signature]

DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS, CITY CLERK

(SEAL)

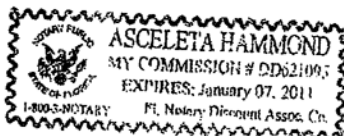
Approved by:

[Signature]
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 5th day of
October, 2010 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City
Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a
municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Asceletha Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

Elizabeth Taborda
Elizabeth Taborda

Kareem Itan
KAREEM ITAN

W. D. THOMPSON, INC., a Florida corporation

By: [Signature]

Signature

Timothy Green

Typed, Stamped or Printed Name

President

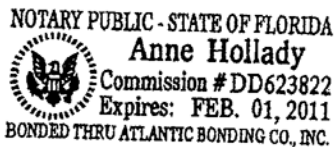
Title

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17 day of August, 2010 by Timi Greener as President of W. D. THOMPSON, INC., a Florida corporation, on behalf of the corporation. He/She is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

GBL/jrm
7/27/10
l:agr/recreation/2010-1570



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ORDINANCE NO. 2009-08

**CITY OF POMPANO BEACH
Broward County, Florida**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND W. D. THOMPSON, INC. D/B/A BEACH RAKER PROVIDING FOR BEACH CLEANING AND DEBRIS REMOVAL SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed Ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a First Amendment to Agreement between the City of Pompano Beach and W. D. Thompson, Inc. d/b/a Beach Raker for the providing of Beach Cleaning and Debris Removal Services, a copy of which First Amendment is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of



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this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

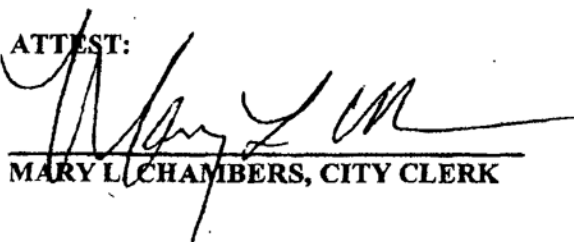
PASSED FIRST READING this 14th day of October, 2008.

PASSED SECOND READING this 28th day of October, 2008.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/ds
9/23/08
L:ord/2008-302



FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the 4th day
of November, 2008, between:

CITY OF POMPANO BEACH, a municipal corporation of the
State of Florida, whose address is 100 West Atlantic Boulevard,
Pompano Beach, Florida 33060, hereinafter referred to as "CITY",

and

W. D. THOMPSON, INC., a Florida corporation, d/b/a **BEACH
RAKER**, hereinafter referred to as "CONTRACTOR".

WHEREAS, the parties entered into an agreement for beach cleaning and debris removal
on July 16, 2007, ("Original Agreement"); and

WHEREAS, the CITY and the CONTRACTOR have agreed to amend the Original
Agreement to provide increased services and consideration;

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and
payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein
incorporated by this reference.
2. The original Agreement executed on July 16, 2007 shall remain in full force and
effect except as specifically amended hereinbelow.

3. Paragraph Two to the original Agreement shall be amended as follows:
 2. For the term of the contract, the CITY will pay to the CONTRACTOR the sum of ~~Five Thousand Six Hundred Dollars (\$5,600.00)~~ Twenty Thousand Nine Hundred Seventy Dollars (\$20,970.00) per month.
4. Paragraph Three to the original Agreement shall be amended as follows:
 3. The CONTRACTOR will provide beach cleaning and debris removal services for the CITY. Beach cleaning service will include the use of a mechanical beach sanitizer as specified herein.
5. Paragraph Four to the original Agreement shall be amended as follows:

4. Scope of Work.

- A. For City Property

The cleaning schedule for the City property listed below shall include all tide lines within the boundary area, seven days per week. This area may be cleaned with the sanitizer or tractor/rake depending on conditions. Regardless of the method used, the CONTRACTOR shall remove all seaweed, rock and debris to a depth of no less than two inches (2"). The CONTRACTOR shall make a minimum of four passes but will be required to clean the area from the high tide line to the water's edge. The CONTRACTOR shall work all holidays.

- B. Areas to be cleaned (lineal footage) include:

- | | | |
|-----|---------------------------|-----|
| (1) | SE 12th Street | 46' |
| (2) | SE 8 th Street | 50' |
| (3) | SE 6 th Street | 50' |



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(4)	SE 4 th Street	50'
(5)	SE 2 nd Street	50'
(6)	Main Beach	2955'
(7)	NE 10 th Street	25'
(8)	NE 13 th Street	50'
(9)	NE 16 th Street	130'

The area from the tide lines west to the vegetation lines shall be sanitized daily.

B. Other Property

The cleaning schedule for other property listed below shall include all tide lines within the boundary area. This area shall be raked five days a week, Monday, Tuesday, Thursday, Friday, and Saturday with the exception of public holidays, at the tide line. Additionally, the CONTRACTOR shall sanitize the area once a month from the tide line to the mean high tide line.

Area to be cleaned from Hillsboro Inlet to Terra Mar Drive, excluding Main Beach.

C. Due to ever changing conditions at the beach, the Parks and Recreation Director or his/her designee may approve a variance in cleaning procedures to permit the CONTRACTOR to respond to unusual conditions.

6. Paragraph Eleven to the original Agreement shall be amended as follows:

11. Holidays.

The CONTRACTOR shall work ~~all~~ holidays as herein provided.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.



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"CITY":

Witnesses:

CITY OF POMPANO BEACH

Francis J. Harvey

By:

Lamar Fisher
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By:

Keith Chadwell
KEITH CHADWELL
CITY MANAGER

Attest:

Mary L. Chambers
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

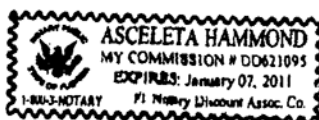
Gordon B. Linn
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of November, 2008 by LAMAR FISHER, as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

Asceletha Hammond
NOTARY PUBLIC, STATE OF FLORIDA



Asceletha Hammond
(Name of Acknowledger Typed, Printed
or Stamped)

Commission Number

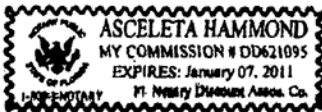


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STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of November, 2008 by KEITH CHADWELL as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceletha Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceletha Hammond

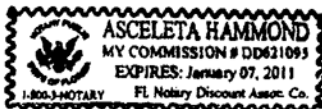
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of November, 2008 by MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceletha Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceletha Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

Alan A. Beaudin

Willie O'Brien

W. D. THOMPSON, INC.

By: [Signature]

Signature

Timothy Greener

Typed, Stamped or Printed Name

President

Title

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3 day of Oct., 2008 by Tim Greener as President of W. D. THOMPSON, INC. on behalf of the corporation. He/She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC - STATE OF FLORIDA
Anne Hollady
Commission # DD623822
Expires: FEB. 01, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number _____

GBL/ds
9/30/08
l:agr/recreation/
2008-1840



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Beach Raker

Beach Cleaning & Environmental Services
220 NE 13th Street, Pompano Beach Fl, 33060
954-560-3906

August 25, 2008

Mr. Mark Beaudreau
Recreation Manager - Aquatics
Parks and Recreation Manager
City of Pompano Beach
1801 NE 6 Street
Pompano Beach
Florida, 33060

Dear Mark:

As you requested below is the proposed amendment to the contract to require Beach Raker to clean the entire beach from Hillsboro Inlet to Terra Mar Drive.

Beach Raker will rake the areas from Hillsboro Inlet to the north to Terra Mar Drive to the south, five days a week, Monday, Tuesday, Thursday Friday and Saturday, with the exception of Public Holidays, at the tide line. Beach Raker will also sanitize this area once a month from the tide line to the mean high tide line. The additional cost to the City each month will be \$15,370.00.

Mark, the total cost to the City for beach cleaning service once this amendment is made, will be \$20,970.00, which is \$970.00 higher than we proposed in March 2006. The higher cost is due to a fuel surcharge of 5% that was implement earlier this year to our private accounts.

Mark, please do not hesitate to contact either myself or Bill O'Brien if you need any further information.

Best regards

Beach Raker

d/b/a William D. Thompson Inc.

Tim Greener
President

CC Bill O'Brien