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CITY OF POMPANO BEACH Broward County, Florida

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

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Extension Agreement between the City of Pompano Beach and W. D. Thompson, Inc. d/b/a Beach Raker, for a period of 120 days ending December 29, 2016, relating to the beach cleaning and debris removal services, a copy of which Agreement is attached hereto and incorporated 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 between the City of Pompano Beach and W. D. Thompson, Inc. d/b/a Beach Raker.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 13th day of September , 2016.

LAMAR FISHER, MAYOF

ATTEST:

ASCELETA HAMMOND, CITY CLERK

EXTENSION AGREEMENT

THIS AGREEMENT, made this 19th day of September, 2016, by and between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, 100 West Atlantic Blvd., Pompano Beach, Florida 33060, hereinafter referred to as "CITY."

and

W. D. THOMPSON, INC. d/b/a BEACH RAKER, 220 NE 13th Street, Pompano Beach, Florida 33060, hereinafter referred to as "CONTRACTOR,"

WITNESSETH:

WHEREAS, the CITY entered into an agreement for beach cleaning and debris removal services pursuant to Ordinance No. 2007-56; and

WHEREAS, the Agreement provided for two (2) three-year renewal periods; and

WHEREAS, the parties have previously exercised this option by Ordinance Nos. 2009-08, 2010-48 and 2013-79, and which will expire on September 30, 2016 and now desire to extend the term for an additional 120 day period;

NOW, THEREFORE, the parties agree as follows:

- 1. The term of this Agreement is for 120 days commencing on October 1, 2016 and ending on December 29, 2016.
- That all of the terms and conditions in the Agreement approved by Ordinance No.
 2007-56 and subsequently amended by Ordinance Nos. 2009-08, 2010-48 and 2013-79, copies of which Agreements are attached hereto and incorporated herein by reference as if set forth in full,

with exception of Paragraph No. 1 as amended above, shall be incorporated as the terms and conditions of this Agreement and shall, in all other respects, remain in full force and effect.

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

	<u>"CITY":</u>
Witnesses:	CITY OF POMPANO BEACH
Betty J. Manes Shilly R. Barthlow	By: LAMAR PISHER, MAYOR By: LAMAR PISHER, MAYOR By: LAMAR PISHER, MAYOR DENNIS W. BEACH, CITY MANAGER
Asceleta Hammond CITY CLERK	(SEAL)
MARK P. BERMAN CITY ATTORNEY	
STATE OF FLORIDA COUNTY OF BROWARD	
The foregoing instruments were 2016 by LAMAR FL ASCELETA HAMMOND as City Clerk of the 6 behalf of the nunicipal corporation, who are personal	SHER as Mayor, DENNIS W. BEACH as City Manager and City of Pompano Beach, Florida, a municipal corporation, on
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA KNISTOL AGAIN
KRYSTAL AARON NOTARY PUBLIC STATE OF FLORIDA Commit EE874835 Expires 2/14/2017	(Name of Acknowledger Typed, Printed or Stamped) Commission Number

"CONTRACTOR":

Witnesses:	W.D. THOMPSON, INC. 1/b/a BEACH RAKER
Sugie Deli Cat Print Name Pat Sewell Print Name	Ambreni Greener Typed or Printed Name Title: Q-Q-Q-
of W.D. THOMPSON, Inc. d/b/a BEACH corporation. He/she is personally known to	acknowledged before me this 18 day of Greener as COO ARAKER, a Florida corporation, on behalf of the me or who has produced Orivers (type of identification) as
identification.	121
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
Richard Mock Notary Public State of Florida My Commission Expires 3/24/2020 Commission No. FF 975240	Richard Mocic (Name of Acknawledger Typed, Printed or Stamped) FF 97 S Z YO Commission Number

MEB/jrm 8/8/16 L:agr/pw/2016-1077

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 AT	MENDMENT 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 assign and shall be fully effective as thought 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

By:

LAMAR FISHER, MAYOR

- Ву

DENNIS W BEACH CITY MANAGER

Attest:	
Mary L. CHAMBERS, CITY CL	LERK (SEAL)
Approved by: #5 #6 FORM GORDON B. LINN, CITY ATTOR	(Fee) RNEY
STATE OF FLORIDA COUNTY OF BROWARD	
The foregoing instruments	s were acknowledged before me this <u>2nd</u> day of
October , 2013 b	y LAMAR FISHER as Mayor, DENNIS W. BEACH as City
Manager, and MARY L. CHAMB	ERS as City Clerk of the City of Pompano Beach, Florida, a
municipal corporation, on behalf of the	e municipal corporation, who are personally known to me.
	Kutat An
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
	(Name of Acknowledger Typed, Printed or Stamped)
	Commission Number

"CONTRACTOR":

Witnesses: As Achale Tullymes	W. D. THOMPSON, INC., a Florida corporation By: Signature ANDREW GREENER Typed, Stamped or Printed Name		
	GENORAL MANAGER.		
STATE OF FLORIDA			
COUNTY OF BROWARD			
The foregoing instrument was	acknowledged before me this And day of		
August, 2013 by Anoren	GLEBOUCE as GANDLAR MANAGER		
of W. D. THOMPSON, INC., a Florida corporation, on behalf of the corporation. (He/She is			
personally known to me or who has produce	ed Drivars License		
(type of identification) as identification.			
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA Shavi D. Loochkartt		
SHAPE D. LOOCHMARTY Hotery Public - State of Ploride My Comm. Expires Apr 28, 2015 Commission & EE 58084 Bonded Through National Netary Asse.	(Name of Acknowledger Typed, Printed or Stamped) 28 59064 Commission Number		

GBL/jrm 7/25/13 l:agr/pw/2013-1392 ORDINANCE NO. 2010- 48

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 thi	s 28th	day of	September	, 2010

LAMAR FISHER, MAYOR

MARY L. CHAMBERS, CITY CLERK

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

SECOND AMENDMENT AND EXTENSION AGREEMENT

THI	S 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 thought 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: LAMAR EISHER, MAYOR
Sleg R. Bruthtonso	By: anow Beal
Attest:	DENNIS W. BEACH, CITY MANAGER
MARY L. CHAMBERS, CITY CLERK	(SEAL)
Approved by:	• • • • • • • • • • • • • • • • • • •
SORDON B. LINN, CITY ATTORNEY STATE OF FLORIDA COUNTY OF BROWARD	
Manager, and MARY L. CHAMBERS as	acknowledged before me this <u>5th</u> day of AR FISHER as Mayor, DENNIS W. BEACH as City City Clerk of the City of Pompano Beach, Florida, a pal corporation, who are personally known to me.
	ascella Hand
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
ASCELETA HAMMOND MY COMMISSION & DD021007 EXPURES: January 07, 2011 FROMHONDARY: FI, Nasary Discount Assoc Co.	Asceleta Hammond (Name of Acknowledger Typed, Printed or Stamped)
MANA MANA MANA MANA MANA MANA MANA MANA	Commission Number

"CONTRACTOR":

Elizabeth Jakoida Elizabeth Taborda	By:
	Signature
Carentaces	Timothy Greenel.
	Typed, Stamped or Printed Name
	President.
	Title
	·
STATE OF FLORIDA	•
COUNTY OF BROWARD	
	acknowledged before me this 17 day of
august, 2010 by Timi.	Freener as President
of W. D. THOMPSON, INC., a Florida o	corporation, on behalf of the corporation. He/She is
personally known to me or who has produc	ed
(type of identification) as identification.	
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
	•
NOTARY PUBLIC - STATE OF FLORIDA Anne Hollady Commission # DD623822	(Name of Acknowledger Typed, Printed or Stamped)
Expires: FEB. 01, 2011 BONDED THRU ATLANTIC BONDING CO., INC.	Commission Number

GBL/jrm 7/27/10 l:agr/recreation/2010-1570 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 this1	4th d	ay of	October	, 2008
PASSED SECOND READING this	28th	day of	October	. 2008

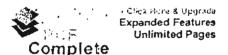
LAMAR FISHER, MAYOR

ATTICST:

MARY LICHAMBERS, CITY CLERK

GBL/ds 9/23/08

L:ord/2008-302



FIRST AMENDMENT

	THIS IS A FIRST AM	ENDMENT 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.



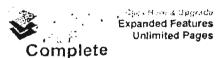
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- 3. Paragraph Two to the original Agreement shall be amended as follows:
 - 2. For the term of the contract, the CITY will pay to the CONTRACTOR the sum of Five Thousand Six Hundred Dollars (\$5,600.00) Twenty Thousand Nine Hundred Seventy Dollars (\$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 8th Street 50' (3) SE 6th Street 50'



(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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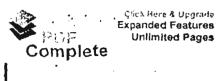
"CITY":

Witnesses:	CITY OF POMPANO BEACH
Shari A Many	LAMAR PISHER, MAYOR
Samuel N. Danniero	KEITH CHADWELL CITY MANAGER
Artest: Mary L. Chambers, City Clerk	(SEAL)
Approved by: GORDON B. LINN, CITY ATTORNEY	
STATE OF FLORIDA COUNTY OF BROWARD	
November , 2008 by LA	acknowledged before me this 4th day of MAR FISHER, as Mayor of the City of Pompano
Beach, Florida, a municipal corporation personally known to me.	on behalf of the municipal corporation, who is
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
********	Asceleta Hammond
ASCELETA HAMMOND MY COMMISSION # DD621095 EDC:IRE: January 07, 2011 PRUJ-HOTARY FI Nomey Unecount Assoc. Co.	(Name of Acknowledger Typed, Printed or Stamped)
	Commission Number



STATE OF FLORIDA COUNTY OF BROWARD

	was acknowledged before me this 4th day of by KEITH CHADWELL as City Manager of the City of
	I corporation, on behalf of the municipal corporation, who
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
ASCELETA HAMMOND \$	Asceleta Hammond
MY COMMISSION # DD621095 EXPIRES: January 07, 2011 PRESENTINE PROPERTY PT Nearly Discount Amos. Co.	(Name of Acknowledger Typed, Printed or Stamped)
	Commission Number
STATE OF FLORIDA COUNTY OF BROWARD	
	nent was acknowledged before me this 4th day of by MARY L. CHAMBERS as City Clerk of the City of
Pompano Beach, Florida, a municipal is personally known to me.	corporation, on behalf of the municipal corporation, who
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
NOTARY S SEAL:	NOTART FUBLIC, STATE OF FLORIDA
	Asceleta Hammond
ASCELETA HAMMOND MY COMORISSION IS DOBATOS EXPIRES: Jarvary 07, 2011 ISOSHOTARY FL Noticy Discount Assoc Ca.	(Name of Acknowledger Typed, Printed or Stamped)
***************************************	Commission Number



"CONTRACTOR":

Witnesses:	W. D. THOMPSON, DIC.
Bland Beautier	By: Signature
Will Ors-	Typed, Stamped or Printed Name
	President. Title
STATE OF FLORIDA	
COUNTY OF BROWARD	
(Cet. , 2008 by	s acknowledged before me this <u>3</u> day of <u>Creener</u> as <u>President</u> of the corporation. He she is personally known to me or
	The same of the sa
who has produced of identification) as identification.	(type
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
NOTARY PUBLIC - STATE OF FLORIDA Anne Hollady Commission # DD623822 Expires: FEB. 01, 2011 BONDED THAN ATLANTIC BONDING CO., INC	(Name of Acknowledger Typed, Printed or Stamped) Commission Number
GBL/ds 9/30/08 1:agr/recreation/	



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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

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 AM	ENDMENT 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 thought 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.

	<u>"CITY":</u>
Witnesses:	CITY OF POMPANO BEACH
Christine Wodka	Ву:
Shally R. Bautstonau	By: Chron Beach City Manager
Attest:	DENNIS W. BEACH, CITY MANAGER
MARY L. CHAMBERS, CITY CLERK	(SEAL)
Approved by:	
SORDON B. LINN, CITY ATTORNEY	
STATE OF FLORIDA COUNTY OF BROWARD	
October, 2010 by LAM Manager, and MARY L. CHAMBERS as	acknowledged before me this <u>5th</u> day of AR FISHER as Mayor, DENNIS W. BEACH as City Clerk of the City of Pompano Beach, Florida, a ipal corporation, who are personally known to me.
	asceliba Hand
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
ASCELETA HAMMOND AY COMMISSION # 20031003 EXPIRES: Juneary 07, 2011	Asceleta Hammond (Name of Acknowledger Typed, Printed or Stamped)
E 1-800-E-MOTALLY P1, Notes Discount Assoc, Co. &	Commission Number

"CONTRACTOR":

Witnesses: Elizabeth Jakaida	W. D. THOMPSON, INC., a Florida corporation
Elizabeth Taborda	By: Signature
Care, tace	Timothy Greenel.
	Typed, Stamped or Printed Name
	Title
STATE OF FLORIDA	
COUNTY OF BROWARD	
The foregoing instrument was	acknowledged before me this 17 day of
august, 2010 by Tini.	Freener as President
•	corporation, on behalf of the corporation. He/She is
personally known to me or who has produc	ed
(type of identification) as identification.	
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
NOTARY PUBLIC - STATE OF FLORIDA Anne Hollady Commission # DD623822 Expires: FEB. 01, 2011	(Name of Acknowledger Typed, Printed or Stamped)
BONDED THRU ATLANTIC BONDING CO., INC.	Commission Number

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

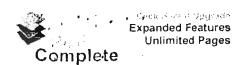
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ORDINANCE NO. 2009- 08

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



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 LICHAMBERS, 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:

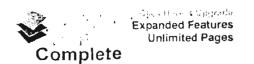
- 1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
- 2. The original Agreement executed on July 16, 2007 shall remain in full force and effect except as specifically amended hereinbelow.

- 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 8th Street 50'
- (3) SE 6th Street 50'



(4)	SE 4th 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 scals the day and year first above written.

"CITY":

Witnesses:	CITY OF POMPANO BEACH
mari A. Brong	By: LAMAR PISHER, MAYOR
Shalley R. Bostholomew	By: KEITH CHADWELL CITY MANAGER
Artest: Mary L. Chambers, City Clerk	(SEAL)
Approved by: GORDON B. LINN, CITY ATTORNEY	_
STATE OF FLORIDA COUNTY OF BROWARD	
	acknowledged before me this 4th day of MAR FISHER, as Mayor of the City of Pompano on behalf of the municipal corporation, who is
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
ASCELETA HAMMOND MY COMMISSION # DD621095 EXPIRES: January 07, 2011 I-RU-3-NOTARY VI NUMBRY DIRECTOR ASSOC CO	Asceleta Hammond (Name of Acknowledger Typed, Printed or Stamped)
	Commission Number



STATE OF FLORIDA COUNTY OF BROWARD

November , 2008 by	s acknowledged before me this 4th day of KEITH CHADWELL as City Manager of the City of
Pompano Beach, Florida, a municipal cois personally known to me.	orporation, on behalf of the municipal corporation, who
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
ASCELETA HAMMOND &	Asceleta Hammond
MY COMMISSION # DD621095 EXPIRES: January 07, 2011 I-MR-ENTRAY II. Notery Discount Assoc. Co.	(Name of Acknowledger Typed, Printed or Stamped)
	Commission Number
STATE OF FLORIDA COUNTY OF BROWARD	
November, 2008 by	t was acknowledged before me this 4th day of MARY L. CHAMBERS as City Clerk of the City of
Pompano Beach, Florida, a municipal consistence is personally known to me.	orporation, on behalf of the municipal corporation, who
	ascelled the d
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
	Asceleta Hammond
ASCELETA HAMMOND MY COMMISSION # DD621093 EXPIRES: January 07, 2011 13003-HOTARY FL Notary Discount Assoc Co.	(Name of Acknowledger Typed, Printed or Stamped)
	Commission Number

"CONTRACTOR":

Witnesses:	W. D. THOMPSON P.C.
Blank Beaudian	By: Signature
Will Org.	Typed, Stamped or Printed Name
	Title Title
STATE OF FLORIDA	
COUNTY OF BROWARD	
	Greener as Prosident
of W. D. THOMPSON, INC. on behalf of	f the corporation. He/She is personally known to me or
who has produced	(type
of identification) as identification.	
NOTARY'S SEAL:	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 1:agr/recreation/	Commission Number

First Amendment between the City of Pompano Beach and W. D. Thompson, Inc.

2008-1840



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



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Unlimited Pages

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BROWN INS - VERO

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PACORD CORPORATION 1988

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 AN 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; 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 an 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 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 this2	6th day of	June	, 2007.
PASSED SECOND READING this	10th day of	July	, 2007

LAMAR FISHER, MAYOR

ATTEST:

MARY L. ĆHAMBERS, CITY CLERK

GBL/jrm 3/30/07 L:ord/2007-173

AGREEMENT

THIS AGREEMENT, made this 16th day of July, 2007, by and between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinaster referred to as "CITY,"

and

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

WITNESSETH:

WHEREAS, CONTRACTOR desires to provide beach cleaning and debris removal services to the CITY; and

WHEREAS, the CITY desires to utilize such service.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, CONTRACTOR and the CITY agree as follows:

- 1. This Agreement is for a three-year period commencing on June 1, 2007 and ending September 30, 2010.
- 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), per month.
- 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.

4. Scope of Work.

A. The cleaning schedule 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 12 th Street	46'
(2)	SE 8 th Street	50'
(3)	SE 6 th Street	50'
(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.

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.

5. Equipment.

The CONTRACTOR shall provide all equipment required for beach cleaning service. Equipment shall include a mechanical beach sanitizer, additional equipment as deemed necessary by the CONTRACTOR and backup equipment to provide uninterrupted service in the event of a mechanical breakdown. All equipment shall be demonstrated to show its effectiveness

and be approved by the Parks and Recreation Director or his/her designee. The CONTRACTOR shall submit a list and description of all equipment available for use on the CITY beach. The CONTRACTOR shall comply with all governmental environmental regulations regarding vehicle operations on the beach. The Fleet Manager will review and consult with city staff to ensure compliance by the CONTRACTOR.

6. Equipment Storage.

The CITY shall provide a storage area and water for the CONTRACTOR to clean and store the equipment that the CONTRACTOR uses on the city beach at the Ocean Side Parking Lot. The CONTRACTOR shall keep this area in a clean and orderly condition. None of the CONTRACTOR's equipment shall be stored on the City beach or City right-of-way. If the CONTRACTOR is required to vacate the storage area provided by the CITY, the CITY will use its best efforts to provide comparable space in close proximity to the CITY's beach. In the event that the CITY is unable to provide comparable space in close proximity to the CITY's beach, the CONTRACTOR will be required to provide space for its own equipment and have the right to charge the CITY for additional costs incurred by the CONTRACTOR, based upon current rental/lease property rates at the time and mutually agreed to by both the CONTRACTOR and the CITY.

7. Debris and Trash Removal.

The CONTRACTOR shall be responsible to remove and dispose of all trash and debris, including wood, plastic, glass and metal objects deposited on the CITY's beach by the ocean or by bather usage on the day of collection. Seaweed and rock may be buried on the beach above the high tide line provided it is suitably clean and devoid of debris, litter, tar, etc. Debris

shall not be stored at the equipment storage area and must be properly disposed of in a manner compatible with all governmental requirements.

8. Hazard Management.

The CONTRACTOR agrees to grade areas of beach and remove fill from place to place in order to correct hazardous conditions that may develop from time to time.

9. Erosion Control.

The CITY is from time to time in need of certain measures for erosion control and beach repair. The CONTRACTOR agrees to provide limited beach repair and erosion control measures to the extent of the reasonable capability of their equipment. The following services are included:

- A. Backfilling of washouts.
- B. Grading of excessive sand deposits.
- C. Grading of escarpments to a more easily navigated slope.

10. Hours of Operation.

The CONTRACTOR may begin work at 6:30 a.m. and work until 10:00 a.m. If, in the case of an extremely heavy accumulation of debris, the CONTRACTOR finds it necessary to work past 10:00 a.m., approval can be obtained from the Parks and Recreation Director or his/her designee. Severe weather conditions shall be the only acceptable reason for not providing cleaning service on a scheduled day. For each day that the CONTRACTOR fails to provide service without an acceptable reason, there shall be a deduction for 1/25 of the CONTRACTOR's monthly payment.

11. Holidays.

The CONTRACTOR shall work all holidays.

12. Permits and Licenses.

The CONTRACTOR shall be required to obtain all necessary permits and licenses to operate this type of business and provide the CITY with a copy. The CONTRACTOR shall obtain and comply with all Sea Turtle regulatory requirements during the Sea Turtle Nesting Season from March 1 through October 31.

- 13. The CONTRACTOR shall be required to establish and maintain an office in Broward County, Florida, for the duration of the contract.
- 14. This Agreement is expressly subject to cancellation by the CITY if the City Commission should determine at a hearing held upon recommendation of the Parks and Recreation Director or his/her designee, after reasonable notice to the CONTRACTOR, that the work is not being done satisfactorily and if, in the opinion of the City Commission, the CONTRACTOR is unable to present a reasonable explanation for the unsatisfactory performance. Further, if in the sole discretion of the Parks and Recreation Director or his/her designee, the work is not done satisfactorily, the Parks and Recreation Director or his/her designee shall have the power and authority to withhold payment until services and work are performed which the Parks and Recreation Director or his/her designee deems satisfactory and in the best interests of the CITY.
- periods with a three percent (3%) increase per period after the initial period. CITY shall give the CONTRACTOR notice in writing of its desire to renew this Agreement at least ninety (90) days prior to the normal expiration of the Agreement. The Agreement shall then be renewed upon acceptance by the CONTRACTOR, at least sixty (60) days prior to the normal expiration.

- 16. The CONTRACTOR shall provide insurance as required on Exhibit "A," which is attached hereto and incorporated herein by reference.
- The CONTRACTOR further agrees to hold harmless the CITY for any liability which it may incur as a result of the service performed pursuant to this Agreement and further agrees to indemnify the CITY for any liability or judgment rendered in a court of law against the CITY, which action resulted from the acts of the CONTRACTOR or any of his agents or employees in the use of the equipment called for and used in performing the services required by this Agreement, which responsibility shall not be limited to the insurance coverage provided. The CONTRACTOR further agrees to defend the CITY in any such action. Additionally, the CONTRACTOR hereby agrees that he will absolve and hold harmless the CITY from any responsibility for damage or injury to any and all personal property owned, leased or otherwise in possession and control of the CONTRACTOR when such property is parked or stored at the Municipal Beach Parking Lot or as set forth in Paragraph No. 6 herein.
- 18. In the event of hurricane, tropical storm, heavy oil accumulation or abnormal accumulation of marine vegetation, the CITY reserves the right to use its own forces or contract for additional services to get the beach cleaned as rapidly as possible.
- In providing services pursuant to this Agreement, the CONTRACTOR shall act as an independent CONTRACTOR and for his own account and not as an agent, representative or employee of the CITY. CITY shall not be responsible for the wages or salaries of any employee or representative of the CONTRACTOR, nor for any debts, liabilities or other obligations of the CONTRACTOR. His employees shall not be considered as CITY employees or subject to supervision by CITY officials.

20. Whenever either party to this Agreement desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the

FOR CITY:

Parks and Recreation Director

1801 NE 6th Street

Pompano Beach, Florida 33060

FOR CONTRACTOR:

following respective places for giving of notice, to-wit:

Beach Raker

Post Office Box 4777

Fort Lauderdale, Florida 33338

21. The CONTRACTOR is not permitted to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of his right, title or interest therein or the power to execute this Agreement, to any other person, company or corporation without the previous consent of the City commission; that neither said Agreement nor the rights herein granted shall be assignable or transferable by any process or proceeding in court or by judgment, execution, proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings, and in the event of the insolvency or bankruptcy, either voluntary or involuntary of the CONTRACTOR, the CITY may at its option terminate and cancel said Agreement without any notice of any kind whatsoever, in which event all rights of the CONTRACTOR hereunder shall immediately cease and terminate.

22. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the

parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties to this Agreement between the City of Pompano Beach and W. D. Thompson, Inc. d/b/a Beach Raker have set their hands and seals on the day and year first written herein above.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: LAM

LAMAR FISHER, MAYOR

Stally K. Barthdonew

INTERIM CITY MANAGER

Attest:

MARY L. CHAMBERS

CITY CLÉRK

(SEAL)

Approved by:

GÖRDON B. LINN, ESQ.

CITY ATTORNEY

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument v	vas acknowledged before me this <u>16th</u> day of IAR FISHER as Mayor of the City of Pompano Beach, Florida, a
	nunicipal corporation, who is personally known to me.
	asalisa Danied
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
ASCELETA HAMMOND MY COMMISSION # DD621095 EXPIRES: January 07, 2011 January Discount Assoc. Co.	Asceleta Hammond (Name of Acknowledger Typed, Printed or Stamped)
**************************************	Commission Number
STATE OF FLORIDA COUNTY OF BROWARD	
July 2007 by PH	was acknowledged before me this <u>16th</u> day of YLLIS KORAB, as Interim City Manager of the City of Pompano, on behalf of the municipal corporation, who is personally known
to me.	ascella them
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
ASCELETA HAMMOND ASCELETA HAMMOND MY COMMISSION # DD621095 EXPIRES: January 07, 2011 FI. Notary Discount Assoc. Co.	Asceleta Hammond (Name of Acknowledger Typed, Printed or Stamped) Commission Number
STATE OF FLORIDA COUNTY OF BROWARD	
July, 2007 by MA	was acknowledged before me this 16th day of RY L. CHAMBERS as City Clerk of the City of Pompano Beach, alf of the municipal corporation, who is personally known to me.
NOW A BANG OF A A	breth flowed
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
~	Asceleta Hammond
ASCELETA HAMMOND MY COMMISSION # DD621095 EXPIRES: Juruary 07, 2011 FI. Notary Discount Assoc. Co.	(Name of Acknowledger Typed, Printed or Stamped)
***************************************	Commission Number

"CONTRACTOR":

Witnesses:	W. D. THOMPSON, INC. d/b/a BEACH RAKER
Minheth Jakanda	By: Timothy Greener Typed or Printed Name Title: Title:
STATE OF FLORIDA	
COUNTY OF BROWARD	
President 2007 by	of W. D. THOMPSON, Inc. d/b/a orporation. He/she is personally known to me or who has
(type of identification) as identification	M. Hallody
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
NOTARY PUBLIC - STATE OF FLORIDA Anne Hollady Commission # DD623822	(Name of Acknowledger Typed, Printed or Stamped)
BONDED THRU ATLANTIC BONDING CO., INC.	Commission Number
GBL/jrm 5/24/07	
1:agr/recr/2007-1069	

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

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.

LAMAR FISHER, MAYOR

ATTEST:

MARY LICHAMBERS, CITY CLERK

GBL/ds 9/23/08

L:ord/2008-302

FIRST AMENDMENT

	THIS IS A FIRST AMENDMENT TO THE A	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'

(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.

"CITY":

Witnesses:	CITY OF POMPANO BEACH
Shalley R. Boutholomew	By: LAMAR PISHER, MAYOR By: KEITH CHADWELL CITY MANAGER
Artest: MARY L. CHAMBERS, CITY CLERK Approved by: GORDON B. LINN, CITY ATTORNEY	(SEAL)
November, 2008 by LA	acknowledged before me this 4th day of AMAR FISHER, as Mayor of the City of Pompanon, on behalf of the municipal corporation, who is
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
ASCELETA HAMMOND MY COMMISSION # DD621095 EXPIRES: January 07, 2011 1-8003-NOTARY FI Notary Discount Assoc. Co.	Asceleta Hammond (Name of Acknowledger Typed, Printed or Stamped)
	Commission Number

STATE OF FLORIDA COUNTY OF BROWARD

	acknowledged before me this 4th day of EITH CHADWELL as City Manager of the City of
Pompano Beach, Florida, a municipal corp is personally known to me.	oration, on behalf of the municipal corporation, who
	asulfa than of
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
ASCELETA HAMMOND \$	Asceleta Hammond
MY COMMISSION # DD621095 EXPIRES: Japuary 07, 2011 LEGGENGTARY FI. NGREY DISCOUNT ASSOC. Co.	(Name of Acknowledger Typed, Printed or Stamped)
STATE OF FLORIDA COUNTY OF BROWARD	Commission Number
November, 2008 by N	was acknowledged before me this4th day of MARY L. CHAMBERS as City Clerk of the City of
Pompano Beach, Florida, a municipal corp is personally known to me.	oration, on behalf of the municipal corporation, who
	ascelifa the of
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
	Asceleta Hammond
ASCELETA HAMMOND MY COMMISSION # DD621093 EXPIRES: January 07, 2011 8003-NOTARY FI. Notary Discount Assoc. Co.	(Name of Acknowledger Typed, Printed or Stamped)
	Commission Number

"CONTRACTOR":

Witnesses:	W. D. THOMPSON DIC.
Alan Beautra	By: Signature
Will Off-	Typed, Stamped or Printed Name
	Title Title
STATE OF FLORIDA	
COUNTY OF BROWARD	
(ref., 2008 by <u>Tim</u>	acknowledged before me this 3 day of Greener as President the corporation. He/She is personally known to me or
who has produced	(type
of identification) as identification.	
NOTARY'S SEAL:	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)
GBL/ds 9/30/08 l:agr/recreation/	Commission Number

First Amendment between the City of Pompano Beach and W. D. Thompson, Inc.

2008-1840

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

ACORD, CERTIFICATE OF LIABILITY INSURANCE				DATE (MM: DD: YYYY) 10 00, 2000	
PRODUCER U.A. Insurance Duckenige DUC 4. Winnings Powers 0073-94 - 3000 7 on the Unit of Control	ONLY AND HOLDER. T	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
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© ACORD CORPORATION 1988

ACORD. CERTIFICATE OF LIABILITY INSURANCE 10/3/20				
PRODUCER (800) 794-0268 FAX: (772) 231-4413	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE			
Brown & Brown, formerly Felten/HBA Insurance	HOLDER THIS CERTIFICA			
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Vero Beach FL 32964-3488	INSURERS AFFORDING COVE		NAIC #	
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William D. Thompson Inc., DBA: Beach Raker	INSURER 8:			
220 NE 13th Street	INSURER C:		 	
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Pompano Beach FL 33060	INSURER E:			
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CERTIFICATE HOLDER	CANCELLATION			
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City of Pompano Beach	EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENGRAVOR TO MAIL			
Attn: Lix 1801 NE 6th Street	10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT			
Pompano Beach, FL 33062	FAILURE TO DO 30 SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE			
	INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			
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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 AN 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; 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 an 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 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	26th day	of	June	, 2007
PASSED SECOND READING thi	s 10th	day of	Ju1y	, 2007

BAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm 3/30/07 L:ord/2007-173

AGREEMENT

THIS AGREEMENT, made this 16th day of July , 2007, by and between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY,"

and

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

WITNESSETH:

WHEREAS, CONTRACTOR desires to provide beach cleaning and debris removal services to the CITY; and

WHEREAS, the CITY desires to utilize such service.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, CONTRACTOR and the CITY agree as follows:

- 1. This Agreement is for a three-year period commencing on June 1, 2007 and ending September 30, 2010.
- 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), per month.
- 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.

4. Scope of Work.

A. The cleaning schedule 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 12 th Street	46'
(2)	SE 8 th Street	50'
(3)	SE 6 th Street	50'
(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.

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.

5. Equipment.

The CONTRACTOR shall provide all equipment required for beach cleaning service. Equipment shall include a mechanical beach sanitizer, additional equipment as deemed necessary by the CONTRACTOR and backup equipment to provide uninterrupted service in the event of a mechanical breakdown. All equipment shall be demonstrated to show its effectiveness

and be approved by the Parks and Recreation Director or his/her designee. The CONTRACTOR shall submit a list and description of all equipment available for use on the CITY beach. The CONTRACTOR shall comply with all governmental environmental regulations regarding vehicle operations on the beach. The Fleet Manager will review and consult with city staff to ensure compliance by the CONTRACTOR.

6. Equipment Storage.

The CITY shall provide a storage area and water for the CONTRACTOR to clean and store the equipment that the CONTRACTOR uses on the city beach at the Ocean Side Parking Lot. The CONTRACTOR shall keep this area in a clean and orderly condition. None of the CONTRACTOR's equipment shall be stored on the City beach or City right-of-way. If the CONTRACTOR is required to vacate the storage area provided by the CITY, the CITY will use its best efforts to provide comparable space in close proximity to the CITY's beach. In the event that the CITY is unable to provide comparable space in close proximity to the CITY's beach, the CONTRACTOR will be required to provide space for its own equipment and have the right to charge the CITY for additional costs incurred by the CONTRACTOR, based upon current rental/lease property rates at the time and mutually agreed to by both the CONTRACTOR and the CITY.

7. Debris and Trash Removal.

The CONTRACTOR shall be responsible to remove and dispose of all trash and debris, including wood, plastic, glass and metal objects deposited on the CITY's beach by the ocean or by bather usage on the day of collection. Seaweed and rock may be buried on the beach above the high tide line provided it is suitably clean and devoid of debris, litter, tar, etc. Debris

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The CONTRACTOR agrees to grade areas of beach and remove fill from place to place in order to correct hazardous conditions that may develop from time to time.

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- Backfilling of washouts.
- B. Grading of excessive sand deposits.
- C. Grading of escarpments to a more easily navigated slope.

10. Hours of Operation.

The CONTRACTOR may begin work at 6:30 a.m. and work until 10:00 a.m. If, in the case of an extremely heavy accumulation of debris, the CONTRACTOR finds it necessary to work past 10:00 a.m., approval can be obtained from the Parks and Recreation Director or his/her designee. Severe weather conditions shall be the only acceptable reason for not providing cleaning service on a scheduled day. For each day that the CONTRACTOR fails to provide service without an acceptable reason, there shall be a deduction for 1/25 of the CONTRACTOR's monthly payment.

11. Holidays.

The CONTRACTOR shall work all holidays.

12. Permits and Licenses.

The CONTRACTOR shall be required to obtain all necessary permits and licenses to operate this type of business and provide the CITY with a copy. The CONTRACTOR shall obtain and comply with all Sea Turtle regulatory requirements during the Sea Turtle Nesting Season from March 1 through October 31.

- 13. The CONTRACTOR shall be required to establish and maintain an office in Broward County, Florida, for the duration of the contract.
- 14. This Agreement is expressly subject to cancellation by the CITY if the City Commission should determine at a hearing held upon recommendation of the Parks and Recreation Director or his/her designee, after reasonable notice to the CONTRACTOR, that the work is not being done satisfactorily and if, in the opinion of the City Commission, the CONTRACTOR is unable to present a reasonable explanation for the unsatisfactory performance. Further, if in the sole discretion of the Parks and Recreation Director or his/her designee, the work is not done satisfactorily, the Parks and Recreation Director or his/her designee shall have the power and authority to withhold payment until services and work are performed which the Parks and Recreation Director or his/her designee deems satisfactory and in the best interests of the CITY.
- 15. CITY has the option to renew this Agreement for two (2) additional three-year periods with a three percent (3%) increase per period after the initial period. CITY shall give the CONTRACTOR notice in writing of its desire to renew this Agreement at least ninety (90) days prior to the normal expiration of the Agreement. The Agreement shall then be renewed upon acceptance by the CONTRACTOR, at least sixty (60) days prior to the normal expiration.

- 16. The CONTRACTOR shall provide insurance as required on Exhibit "A," which is attached hereto and incorporated herein by reference.
- The CONTRACTOR further agrees to hold harmless the CITY for any liability which it may incur as a result of the service performed pursuant to this Agreement and further agrees to indemnify the CITY for any liability or judgment rendered in a court of law against the CITY, which action resulted from the acts of the CONTRACTOR or any of his agents or employees in the use of the equipment called for and used in performing the services required by this Agreement, which responsibility shall not be limited to the insurance coverage provided. The CONTRACTOR further agrees to defend the CITY in any such action. Additionally, the CONTRACTOR hereby agrees that he will absolve and hold harmless the CITY from any responsibility for damage or injury to any and all personal property owned, leased or otherwise in possession and control of the CONTRACTOR when such property is parked or stored at the Municipal Beach Parking Lot or as set forth in Paragraph No. 6 herein.
- 18. In the event of hurricane, tropical storm, heavy oil accumulation or abnormal accumulation of marine vegetation, the CITY reserves the right to use its own forces or contract for additional services to get the beach cleaned as rapidly as possible.
- In providing services pursuant to this Agreement, the CONTRACTOR shall act as an independent CONTRACTOR and for his own account and not as an agent, representative or employee of the CITY. CITY shall not be responsible for the wages or salaries of any employee or representative of the CONTRACTOR, nor for any debts, liabilities or other obligations of the CONTRACTOR. His employees shall not be considered as CITY employees or subject to supervision by CITY officials.

20. Whenever either party to this Agreement desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following respective places for giving of notice, to-wit:

FOR CITY:

Parks and Recreation Director

1801 NE 6th Street

Pompano Beach, Florida 33060

FOR CONTRACTOR:

Beach Raker

Post Office Box 4777

Fort Lauderdale, Florida 33338

21. The CONTRACTOR is not permitted to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of his right, title or interest therein or the power to execute this Agreement, to any other person, company or corporation without the previous consent of the City commission; that neither said Agreement nor the rights herein granted shall be assignable or transferable by any process or proceeding in court or by judgment, execution, proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings, and in the event of the insolvency or bankruptcy, either voluntary or involuntary of the CONTRACTOR, the CITY may at its option terminate and cancel said Agreement without any notice of any kind whatsoever, in which event all rights of the CONTRACTOR hereunder shall immediately cease and terminate.

22. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the

parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties to this Agreement between the City of Pompano Beach and W. D. Thompson, Inc. d/b/a Beach Raker have set their hands and seals on the day and year first written herein above.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

3y: _____

LAMAR FISHER, MAYOR

INTERIM CITY MANAGER

1 1

MARY I CHAMBERS

CITY CLERK

(SEAL)

Approved by:

GÖRDON B. LINN, ESQ.

CITY ATTORNEY

STATE OF FLORIDA COUNTY OF BROWARD

July , 2007 by LAM	vas acknowledged before me this <u>16th</u> day of AR FISHER as Mayor of the City of Pompano Beach, Florida, a
municipal corporation, on behalf of the r	nunicipal corporation, who is personally known to me.
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
NOTART SSEAL.	NOTARE CODER, STATE OF LORIDIE
ASCELETA HAMMOND MY COMMISSION # DD621095 EXPIRES: January 07, 2011 1,003-NOTARY FI. Notary Discount Assoc Co.	Asceleta Hammond (Name of Acknowledger Typed, Printed or Stamped).
······································	Commission Number
STATE OF FLORIDA COUNTY OF BROWARD	
<u>July</u> , 2007 by PH	was acknowledged before me this <u>16th</u> day of YLLIS KORAB, as Interim City Manager of the City of Pompano
Beach, Florida, a municipal corporation, to me.	on behalf of the municipal corporation, who is personally known when the state of t
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
	Asceleta Hammond
ASCELETA HAMMOND ASCELETA HAMMOND MY COMMISSION # DD621095 EXPIRES: SATIMARY 07, 2011 EXPIRES: SATIMARY 07, 2011 FI. Nobry Discourt Assoc Co.	(Name of Acknowledger Typed, Printed or Stamped) Commission Number
S. S	Containssion (valido)
STATE OF FLORIDA COUNTY OF BROWARD	
July, 2007 by MA	was acknowledged before me this 16th day of RY L. CHAMBERS as City Clerk of the City of Pompano Beach,
Florida, a municipal corporation, on beh	alf of the municipal corporation, who is personally known to me.
	asseth them - &
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
	Asceleta Hammond
ASCELETA HAMMOND MY COMMISSION # DD621095 EXPIRES: January 07, 2011 MNANATARY FI Notary Discount Assoc Co.	(Name of Acknowledger Typed, Printed or Stamped)
1-900-3-NOTARY F1 ITOMITY DIRECTION ASSOC CO.	Commission Number

"CONTRACTOR":

Witnesses:	d/b/a BEACH RAKER			
Minabeth Jakada	By: Typed or Printed Name Title:			
STATE OF FLORIDA				
COUNTY OF BROWARD				
·				
The foregoing instrument	was acknowledged before me this / day of			
July 2007 by	Transthy Greener as			
	of W. D. THOMPSON, Inc. d/b/a			
BEACH RAKER, on behalf of the corporation. He/she is personally known to me of				
produced	corporation. Tre-size is personally known to the of who has			
(type of identification) as identificat	ion.			
	June Hallody			
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA			
NOTARY PUBLIC - STATE OF FLORIDA				
Anne Hollady Commission # DD623822	(Name of Acknowledger Typed, Printed or Stamped)			
Expires: FEB. 01, 2011 BONDED THRU ATLANTIC BONDING CO., INC.	Commission Number			
GBL/jrm				
5/24/07				
l:agr/recr/2007-1069				

mark

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 AN 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; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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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,

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SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 26th day of June , 2007.

PASSED SECOND READING this 10th day of July , 2007.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm 3/30/07 L:ord/2007-173

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The CONTRACTOR shall work all holidays.

12. Permits and Licenses.

The CONTRACTOR shall be required to obtain all necessary permits and licenses to operate this type of business and provide the CITY with a copy. The CONTRACTOR shall obtain and comply with all Sea Turtle regulatory requirements during the Sea Turtle Nesting Season from March 1 through October 31.

- 13. The CONTRACTOR shall be required to establish and maintain an office in Broward County, Florida, for the duration of the contract.
- 14. This Agreement is expressly subject to cancellation by the CITY if the City Commission should determine at a hearing held upon recommendation of the Parks and Recreation Director or his/her designee, after reasonable notice to the CONTRACTOR, that the work is not being done satisfactorily and if, in the opinion of the City Commission, the CONTRACTOR is unable to present a reasonable explanation for the unsatisfactory performance. Further, if in the sole discretion of the Parks and Recreation Director or his/her designee, the work is not done satisfactorily, the Parks and Recreation Director or his/her designee shall have the power and authority to withhold payment until services and work are performed which the Parks and Recreation Director or his/her designee deems satisfactory and in the best interests of the CITY.
- 15. CITY has the option to renew this Agreement for two (2) additional three-year periods with a three percent (3%) increase per period after the initial period. CITY shall give the CONTRACTOR notice in writing of its desire to renew this Agreement at least ninety (90) days prior to the normal expiration of the Agreement. The Agreement shall then be renewed upon acceptance by the CONTRACTOR, at least sixty (60) days prior to the normal expiration.

- 16. The CONTRACTOR shall provide insurance as required on Exhibit "A," which is attached hereto and incorporated herein by reference.
- The CONTRACTOR further agrees to hold harmless the CITY for any liability which it may incur as a result of the service performed pursuant to this Agreement and further agrees to indemnify the CITY for any liability or judgment rendered in a court of law against the CITY, which action resulted from the acts of the CONTRACTOR or any of his agents or employees in the use of the equipment called for and used in performing the services required by this Agreement, which responsibility shall not be limited to the insurance coverage provided. The CONTRACTOR further agrees to defend the CITY in any such action. Additionally, the CONTRACTOR hereby agrees that he will absolve and hold harmless the CITY from any responsibility for damage or injury to any and all personal property owned, leased or otherwise in possession and control of the CONTRACTOR when such property is parked or stored at the Municipal Beach Parking Lot or as set forth in Paragraph No. 6 herein.
- 18. In the event of hurricane, tropical storm, heavy oil accumulation or abnormal accumulation of marine vegetation, the CITY reserves the right to use its own forces or contract for additional services to get the beach cleaned as rapidly as possible.
- In providing services pursuant to this Agreement, the CONTRACTOR shall act as an independent CONTRACTOR and for his own account and not as an agent, representative or employee of the CITY. CITY shall not be responsible for the wages or salaries of any employee or representative of the CONTRACTOR, nor for any debts, liabilities or other obligations of the CONTRACTOR. His employees shall not be considered as CITY employees or subject to supervision by CITY officials.

must be given by written notice, sent by registered United States mail, with return receipt

Whenever either party to this Agreement desires to give notice unto the other, it

requested, addressed to the party for whom it is intended, at the place last specified, and the place

for giving of notice shall remain such until it shall have been changed by written notice in

compliance with the provisions of this paragraph. For the present, the parties designate the

following respective places for giving of notice, to-wit:

FOR CITY:

20.

Parks and Recreation Director

1801 NE 6th Street

Pompano Beach, Florida 33060

FOR CONTRACTOR:

Beach Raker

Post Office Box 4777

Fort Lauderdale, Florida 33338

21. The CONTRACTOR is not permitted to assign, transfer, convey, sublet or

otherwise dispose of this Agreement or of his right, title or interest therein or the power to

execute this Agreement, to any other person, company or corporation without the previous

consent of the City commission; that neither said Agreement nor the rights herein granted shall

be assignable or transferable by any process or proceeding in court or by judgment, execution,

proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership

proceedings, and in the event of the insolvency or bankruptcy, either voluntary or involuntary of

the CONTRACTOR, the CITY may at its option terminate and cancel said Agreement without

any notice of any kind whatsoever, in which event all rights of the CONTRACTOR hereunder

shall immediately cease and terminate.

22. This document incorporates and includes all prior negotiations, correspondence,

conversations, agreements or understandings applicable to the matters contained herein and the

parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties to this Agreement between the City of Pompano Beach and W. D. Thompson, Inc. d/b/a Beach Raker have set their hands and seals on the day and year first written herein above.

"CITY":

By:

Witnesses:

CITY OF POMPANO BEACH

EAMAR FISHER, MAYOR

Shung R. Canthamero

INTERIM CITY MANAGER

(SEAL)

MARY L. CHAMBERS

CITY CLÉRK

Approved by:

GORDON B. LINN, ESQ.

CITY ATTORNEY

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was	acknowledged before me this 16th day of TISHER as Mayor of the City of Pompano Beach, Florida, a
	sipal corporation, who is personally known to me.
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NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
•••••••	Asceleta Hammond
ASCELETA HAMMOND MY COMMISSION # DD621095	(Name of Acknowledger Typed, Printed or Stamped).
EXPIRES: January 07, 2011	
2 1903-WOLYSTA LE HORRA DERME LERGE CO. C.	Commission Number
	Countriesion Adulted
STATE OF FLORIDA	
COUNTY OF BROWARD	
TTI - C	. 1. 1.1.1 1 6
	acknowledged before me this <u>16th</u> day of S KORAB, as Interim City Manager of the City of Pompano
	ehalf of the municipal corporation, who is personally known
to me.	7
	//. 44 //
	Uscelik them
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
	Asceleta Hammond
ASCELETA HAMMOND ASCELETA HAMMOND ASCELETA HAMMOND	(Name of Acknowledger Typed, Printed or Stamped)
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STATE OF FLORIDA	,
COUNTY OF BROWARD	
	16th
The foregoing instrument was	acknowledged before me this day of
	. 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.
	1
	Wielk Hund
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
	Asceleta Hammond
TO LOCAL ETA UADAONIN	(Name of Acknowledger Typed, Printed or Stamped)
MY COMMISSION # DD621095	(Maine of Acknowledger Typed, Chilled of Stamped)
COAD EXCPIRES: January 07, 2011	
- CONTROL OF THE PROPERTY OF T	Commission Number

"CONTRACTOR":

Witnesses:	W. D. THOMPSON, INC. d/b/a BEACH RAKER
Fland Beardon Nijaheth Jakarda	By: Timothy Greener Typed or Printed Name Title: Title:
STATE OF FLORIDA	
COUNTY OF BROWARD	
President BEACH RAKER, on behalf of the produced	was acknowledged before me this 16 day of as of W. D. THOMPSON, Inc. d/b/a corporation. He/she is personally known to me or who has
(type of identification) as identificat	ion.
NOTARY'S SEAL:	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/jrm 5/24/07	

l:agr/recr/2007-1069



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTAC Risk Management Department NAME: FAX PHONE Aon Risk Services Northeast, Inc. (A/C, No): (800) 889-0021 (866) 443-8489 (A/C, No, Ext): New York NY Office work.comp@innet.com ADDRESS 199 Water Street New York, NY 10038-3551 INSURER(S) AFFORDING COVERAGE 19410 INSURER A: Commerce & Industry Ins Co INSURED TriNet HR Corporation and all its affiliates and subsidiaries* 23817 INSURER B: Illinois National Ins Co WD Thompson Inc. (Endorsed as alternate employer) 19429 INSURER C: Ins Co State of Penn DBA Beach Raker 19445 INSURER D: Nat'l Union Fire Ins Co. 9000 Town Center Parkway 23841 Bradenton, FL 34202 INSURER E: New Hampshire Ins Co INSURER F REVISION NUMBER: COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested ADDL SUBR POLICY EFF | POLICY EXP INSR LTR POLICY NUMBER TYPE OF INSURANCE (MM/DD/YYYY) , (MM/DD/YYYY) EACH OCCURRENCE GENERAL LIABILITY DAMAGE TO RENTED PREMISES (Ea scourience) COMMERCIAL GENERAL LIABILITY MED EXP (Any one person) CLAIMS-MADE L __ OCCUR PERSONAL & ADV INJURY PRODUCTS/COMPLETED OPS. GENERAL AGGREGATE **APPROVED** PRODUCTS - COMP/OP AGG GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC RISK MANAGEMENT COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY (Each accident)
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CERTIFICATE OF LIABILITY INSURANCE

7/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S). AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER			CONTACT Tina Shannon						
Frank H. Furman, Inc.			NAME: THE STATE OF						
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	JRED			INSURER	RB MAPFRE				
W_	D. Thompson, Inc., DBA: Bea	ich Ra	aker	INSURER	c:Commer	ce & Indu	istry Ins Co		19410
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Additional Named Insureds				
Other Named Insureds				
Beach Raker	Doing Business As			
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OFAPPINF (02/2007)	COPYRIGHT 2007, AMS SERVICES INC			