

**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 L. CHAMBERS, CITY CLERK**

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

## ***FIRST AMENDMENT***

---

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

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

and

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

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

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

### **WITNESSETH:**

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

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

3. Paragraph Two to the original Agreement shall be amended as follows:
2. For the term of the contract, the CITY will pay to the CONTRACTOR the sum of ~~Five Thousand Six Hundred Dollars (\$5,600.00)~~ Twenty Thousand Nine Hundred Seventy Dollars (\$20,970.00) per month.

4. Paragraph Three to the original Agreement shall be amended as follows:
3. The CONTRACTOR will provide beach cleaning and debris removal services for the CITY. Beach cleaning service will include the use of a mechanical beach sanitizer as specified herein.

5. Paragraph Four to the original Agreement shall be amended as follows:

4. Scope of Work.

A. For City Property

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

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

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

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

Mary L. Chambers

By: Lamar Fisher  
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: Keith Chadwell  
KEITH CHADWELL  
CITY MANAGER

Attest:

Mary L. Chambers  
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

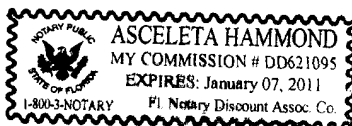
Gordon B. Linn  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

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

NOTARY'S SEAL:

Asceletha Hammond  
NOTARY PUBLIC, STATE OF FLORIDA



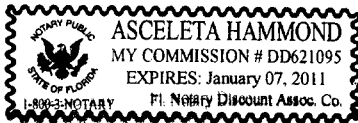
Asceletha Hammond  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

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

NOTARY'S SEAL:



Asceletha Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

**Asceletha Hammond**

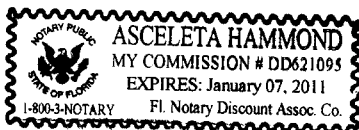
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

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

NOTARY'S SEAL:



Asceletha Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

**Asceletha Hammond**

(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"CONTRACTOR":**

Witnesses:

Alan A. Beaudry

Willie O'Brien

W. D. THOMPSON, INC.

By: [Signature]

Signature

Timothy Greener

Typed, Stamped or Printed Name

President

Title


STATE OF FLORIDA

COUNTY OF BROWARD

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

NOTARY'S SEAL:

Anne Hallady  
NOTARY PUBLIC, STATE OF FLORIDA

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

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

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



## **Beach Raker**

*Beach Cleaning & Environmental Services*  
220 NE 13<sup>th</sup> 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.**

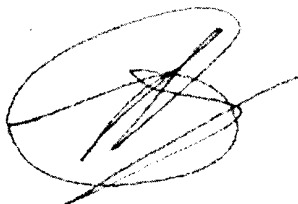
Mark, the total cost to the City for beach cleaning service once this amendment is made, will be \$20,970.00, which is \$970.00 higher than we proposed in March 2006. The higher cost is due to a fuel surcharge of 5% that was implement earlier this year to our private accounts.

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.

A handwritten signature in black ink, appearing to be 'Tim Greener', enclosed within a hand-drawn oval.

Tim Greener  
President

CC Bill O'Brien

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 10/03/2000
<b>PRODUCER</b> CNA Insurance Company 400 Madison Avenue 07102-4000 Princeton, NJ 08540		<b>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.</b>
<b>INSURED</b> Selective HR Solutions, Inc. 1100 P.O. Box 1000, Inc. dba Beach Poles, Inc. 6000 Professional Parkway East Jacksonville, FL 32246 Tel: 904-100-1100 Fax: 904-100-1124		<b>INSURERS AFFORDING COVERAGE</b> INSURER A Selective Ins Co of America INSURER B Selective Ins Co of Southeast INSURER C INSURER D INSURER E
		<b>NAIC #</b>

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROD <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO THE NTD OF BODILY INJURY (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOUND AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - PER ACCIDENT \$ OTHER THAN AUTO ONLY PER ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WCT920572	01/01/2000	01/01/2001	<input checked="" type="checkbox"/> WORKERS COMPENSATION LIMITS <input type="checkbox"/> PER-EMPLOYEE PER EACH OCCIDENT \$ 1,000,000 PER DISTRESS - PER EMPLOYEE \$ 1,000,000 PER DISTRESS - POLICY LIMIT \$ 1,000,000
B	ANY HAZARDOUS MATERIALS EXCLUDED	WCT920573			
C	ANY HAZARDOUS MATERIALS EXCLUDED	WCT920574			
D	ANY HAZARDOUS MATERIALS EXCLUDED	WCT920575			
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

### CERTIFICATE HOLDER

Selective HR Solutions, Inc. 1100 P.O. Box 1000, Inc. dba Beach Poles, Inc. 6000 Professional Parkway East Jacksonville, FL 32246
--

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Page 1 of 1

*Charles D. [Signature]*

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 10/3/2008
<b>PRODUCER</b> (800)794-0268 FAX: (772)231-4413 Brown & Brown, formerly Felten/HBA Insurance 2911 Cardinal Drive PO Box 643488 Vero Beach FL 32964-3488		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.
<b>INSURED</b> William D. Thompson Inc., DBA: Beach Raker 220 NE 13th Street Pompano Beach FL 33060		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Landmark American INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC #

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	LBA013396	8/28/2008	8/28/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 The City of Pompano Beach is named as an additional insured regarding general liability.

**CERTIFICATE HOLDER**

(954) 786-4113  
 City of Pompano Beach  
 Attn: Lix  
 1801 NE 6th Street  
 Pompano Beach, FL 33062

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

H INSURANCE GROUP/HT1

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Page 1 of 2

TOTAL P.001

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.**

**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** this 10th day of July, 2007.

  
\_\_\_\_\_  
**LAMAR 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 <sup>th</sup> Street	46'
(2)	SE 8 <sup>th</sup> Street	50'
(3)	SE 6 <sup>th</sup> Street	50'
(4)	SE 4 <sup>th</sup> Street	50'
(5)	SE 2 <sup>nd</sup> Street	50'
(6)	Main Beach	2955'
(7)	NE 10 <sup>th</sup> Street	25'
(8)	NE 13 <sup>th</sup> Street	50'
(9)	NE 16 <sup>th</sup> 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.

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.

17. 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.

19. 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 6<sup>th</sup> 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.

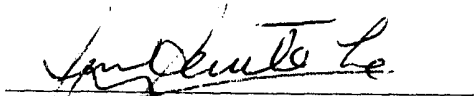
It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**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":**

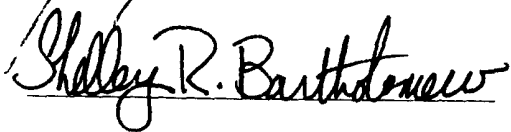
Witnesses:

**CITY OF POMPANO BEACH**



By:

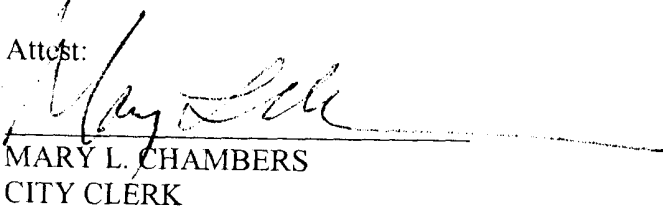
  
LAMAR FISHER, MAYOR



By:

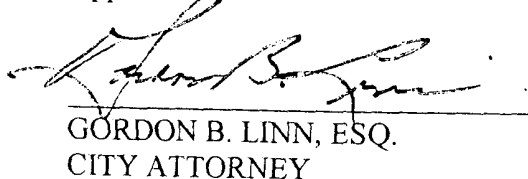
  
PHYLLIS KORAB  
INTERIM CITY MANAGER

Attest:

  
MARY L. CHAMBERS  
CITY CLERK

(SEAL)

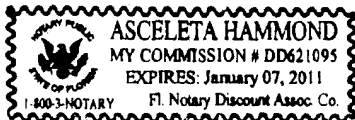
Approved by:

  
GORDON B. LINN, ESQ.  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of July, 2007 by LAMAR FISHER as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceletha Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

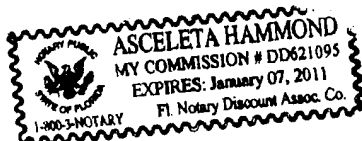
Asceletha Hammond  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of July, 2007 by PHYLLIS KORAB, as Interim City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceletha Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

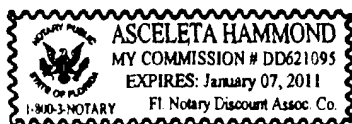
Asceletha Hammond  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of July, 2007 by MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceletha Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

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

Commission Number

**"CONTRACTOR":**

Witnesses:

William A. Babin  
Elizabeth Jakarda

**W. D. THOMPSON, INC.**  
**d/b/a BEACH RAKER**

By: 


Typed or Printed Name

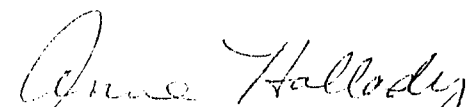
Title: President

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16 day of July, 2007 by Timothy Greener as President of W. D. THOMPSON, Inc. d/b/a BEACH RAKER, on behalf of 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  
 **Anne Hollady**  
Commission # DD623822  
Expires: FEB. 01, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

GBL/jrm  
5/24/07  
l:agr/recr/2007-1069