

Meeting Date: July 14, 2015

Agenda Item

12

REQUESTED COMMISSION ACTION:

X Consent Ordinance X Resolution Consideration/ Discussion Presentation

SHORT TITLE A resolution of the city commission of the City of Pompano Beach, approving and authorizing the proper city officials to execute a reinstatement and first amendment to the Concession Agreement between the City of Pompano Beach and Oceanside Beach Service, Inc.

Fiscal Impact: Concessionaire to pay \$2,000 to the City plus Florida State Sales Tax on the first day of each month.

Summary of Purpose and Why:

This is a reinstatement and first amendment to the current agreement (Resolution 2012-312), which expires July 12, 2015. The amended agreement term is for a month to month basis with the concessionaire paying the city \$2,000 on the first day of each month. The first amendment is only a temporary step until we finalize the negotiations and/or reissue an RFP.

- (1) Origin of request for this action: Staff initiated
(2) Primary staff contact: Mark Beaudreau, Recreation Programs Administrator Ext. 4191
(3) Expiration of contract, if applicable: Contract Term: Month to Month Basis
(4) Fiscal impact and source of funding: City to receive \$2,000 per month plus Florida State Sales Tax.

Table with 3 columns: DEPARTMENTAL COORDINATION, DATE, DEPARTMENTAL RECOMMENDATION, DEPARTMENTAL HEAD SIGNATURE. Rows include Parks & Recreation, City Attorney, Internal Auditor, Finance Director, Risk Manager.

X City Manager [Signature]

ACTION TAKEN BY COMMISSION:

Table with 4 columns: Ordinance/Workshop, Resolution, Consideration, Results. Rows include 1st Reading, 2nd Reading.

MEMORANDUM

Parks, Recreation & Cultural Arts

Memorandum 15-A098

DATE: July 9, 2015

TO: Dennis Beach, City Manager

FROM: Mark Beaudreau, Recreation Programs Administrator *MB*

SUBJECT: Agenda Item – Reinstatement and First Amendment to Oceanside Beach Service, Inc. Concession Agreement

Please place the attached resolution on the July 14, City Commission Agenda. The agreement is to reinstate the agreement, entered into via Resolution 2012-312, which expires on July 12, 2015 and the first amendment to the concessionaire agreement. The agreement is with Oceanside Beach Service, Inc. for the concessionaire to rent, store, and maintain beach equipment on the public beach. The first amendment agreement changes the term of the agreement to a month to month basis, with the concessionaire paying the city \$2,000 per month on the first day of each month. The Parks and Recreation Advisory Board reviewed the agreement at their June 3, board meeting and recommended that the city negotiate with Oceanside Beach Service and continue in an effort to reach a favorable agreement. The first amendment is only a temporary step until we finalize the negotiations and/or reissue an RFP.

If you have any questions regarding the first amendment to the Oceanside Beach Services Concession Agreement please do not hesitate to call me at 954-786-4191.

afh

cc: Scott Moore, Recreation Manager



City Attorney's Communication #2015-1241

July 8, 2015

TO: Mark A. Beaudreau, Recreation Programs Administrator

FROM: Fawn Powers, Assistant City Attorney

RE: Resolution – Reinstatement and First Amendment to Concessionaire Agreement
Oceanside Beach Service, Inc.

As requested, the above referenced Reinstatement and First Amendment to Concessionaire Agreement has been revised and is attached along with the appropriate Resolution captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE CONCESSIONAIRE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND OCEANSIDE BEACH SERVICE, INC.; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.

FAWN POWERS

/jrm
l:cor/rect/2015-1241

Attachments

**Parks and Recreation Advisory Board
Memorandum 15-12**

DATE: June 3, 2015
TO: City Commission
FROM: Parks and Recreation Advisory Board
SUBJECT: Oceanside Beach Services Proposal

At the meeting of the Parks and Recreation Advisory Board held on June 3, 2015, the Board discussed a proposal from Oceanside Beach Services.

The Board made the following motion:

MOTION:

Mr. Katz made a motion that the Advisory Board recommend that negotiations with Oceanside Beach Services continue in an effort to reach more favorable terms for the City of Pompano Beach. Mr. Clark seconded the motion with all voting in favor.

Rafael Katz (mbh)

Rafael Katz, Chairman
Parks and Recreation Advisory Board

mbh

cc: Dennis Beach, City Manager
Mark A. Beaudreau, Recreation Programs Administrator

**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 A REINSTATEMENT AND FIRST AMENDMENT TO THE CONCESSIONAIRE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND OCEANSIDE BEACH SERVICE, INC.; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Reinstatement and First Amendment to the Concessionaire Agreement between the City of Pompano Beach and Oceanside Beach Service, Inc., a copy of which Reinstatement and 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 Reinstatement and First Amendment to the Agreement between the City of Pompano Beach and Oceanside Beach Service, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

REINSTATEMENT AND FIRST AMENDMENT

THIS IS A REINSTATEMENT AND FIRST AMENDMENT TO THE AGREEMENT dated the _____ day of _____ 2015, 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

OCEANSIDE BEACH SERVICE, INC., having a mailing address of P. O. Box 13018, North Palm Beach, Florida 33408, (hereinafter referred to as "CONCESSIONAIRE.")

WHEREAS, the parties entered into an agreement to rent, store, and maintain beach equipment on the Public Beach of Pompano Beach on July 12, 2012 (the "Original Agreement") and approved by City Resolution No. 2012-312; and

WHEREAS, the Original Agreement has lapsed without renewal; and

WHEREAS, the CITY and CONCESSIONAIRE desire to reinstate and to amend certain terms and provisions of the Original Agreement as more particularly described below.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONCESSIONAIRE 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 12, 2012, shall remain in full force and effect except as specifically amended herein below.

3. Paragraph 2 of the Original Agreement shall be amended as follows:

2. The term of this agreement shall be ~~three (3) years~~, on a month to month basis commencing upon execution of the contract. ~~CITY shall have the option of automatic renewal for an additional three (3) year period upon the expiration of the original three (3) year agreement. This option may be exercised at the discretion of CITY.~~ CONCESSIONAIRE may terminate the agreement effective at the end of the first ~~three (3) year period~~ upon written notice to CITY of at least ninety (90) days prior to the expiration date.

4. Paragraph 16 to the Original Agreement shall be amended as follows:

16. As compensation for the rights and privileges granted herein, CONCESSIONAIRE shall pay to CITY monthly the sum of ~~Seventy Two Thousand and No/100 (\$722,000.00)~~ Dollars plus applicable Florida State Sales Tax, payable on the first day of each month ~~in quarterly payments in advance each year as follows:~~

- ~~first year, four quarterly installments of \$6,000.00~~
- ~~second year, four quarterly installments of \$6,000.00~~
- ~~third year, four quarterly installments of \$6,000.00~~

~~Payments are due and to be forwarded to the City Treasury Department, 100 West Atlantic Blvd., Pompano Beach, FL 33060, on the first day of each quarter (Jan. 1, April 1, July 1, and Oct. 1). Should this agreement initiate during any such quarter, the first quarterly payment shall be prorated to include only those days within the quarter that the agreement was in effect. In such case, the first payment shall be due within seven (7) days of final approval of the agreement by CITY. In the event CONCESSIONAIRE fails to make any payment to CITY more than seven (7) days after the same is due, CONCESSIONAIRE shall pay to CITY for such privilege an additional rental charge as liquidated damages of One Hundred and No/100 (\$100.00) Dollars per day for each day's delay in payment retroactive to the first day of each quarter month in which the payment was due. Rental shall not be deemed to be paid under the check given therefor until said check has cleared the bank upon which it is drawn. CONCESSIONAIRE shall additionally pay applicable Florida State Sales Tax at the time a quarterly~~ monthly payment is made to CITY.

5. Paragraph 17 to the Original Agreement shall be amended as follows:

17. This agreement may be terminated for convenience and without cause by either party upon thirty (30) days' written notice to the non-cancelling party. ~~Should the termination date fall within a quarter as described herein, any quarterly payment made shall be prorated and refunded to CONCESSIONAIRE for the time period service was not provided due to such termination, if initiated by CITY.~~

6. Paragraph 20 to the Original Agreement shall be amended as follows:

20. The CONCESSIONAIRE shall submit to the CITY an ~~annual~~ statement of gross revenues and expenses, along with supporting documentation, prepared by an independent certified public accountant and in a form consistent with generally accepted accounting principles, within ninety (90) calendar days of the end of this ~~each annual~~ agreement period. All financial records of the CONCESSIONAIRE related to the concession operation in this agreement shall be made available locally for check and audit by the City of Pompano Beach Internal Auditor, ~~on one occasion during the initial three (3) year period of this agreement, and once during any additional period should this agreement be extended under its terms.~~ Any such audit shall be at a upon reasonable time and with reasonable notice. These records, relating to the concession operation under this agreement only, shall include, but not be limited to, Florida state sale tax returns, receipts and deposit receipts, federal payroll tax returns and all supporting payroll records, bank statements, cancelled checks and any other financial records requested by the Internal Auditor of the CITY which pertain to this agreement. CONCESSIONAIRE shall retain any and all records relating to the concession operation pursuant to this agreement for a period of five (5) years form the date of final payment under this agreement, or as otherwise required by applicable laws including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes.

7. That no other amendment to the terms of the Original Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

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

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** 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:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONCESSIONAIRE":

Witnesses:

OCEANSIDE BEACH SERVICE, INC.
a Florida corporation

Stitt Scott Moore
Clab Cynthia Kitts

By: [Signature]

Michael J. Novatka
Typed or Printed Name

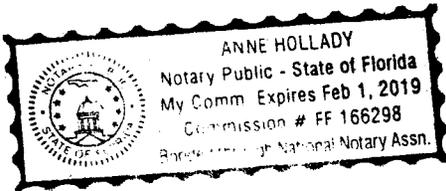
Title: **President**

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8 day of July, 2015 by Michael J. Novatka as President of OCEANSIDE BEACH SERVICE, INC., a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA
Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)
FF 166298
Commission Number

:jrm
7/8/15
l:agr/recr/2015-1206f



OCEABEA-02

ANNMC1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2015

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 First Flight Insurance Group, Inc. 4112 N. Croatan Hwy. Kitty Hawk, NC 27949	CONTACT NAME: PHONE (A/C, No., Ext): (252) 261-1903		FAX (A/C, No.): (855) 814-8591	
	E-MAIL ADDRESS:			
INSURED Oceanside Beach Service, Inc. PO Box 13018 North Palm Beach, FL 33408	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A: Certain Underwriters at Lloyds			
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

COVERAGES

CERTIFICATE NUMBER:

REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,500 per occ ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		SA10020-R3-14581	02/09/2015	02/09/2016	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 1,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMPIOP AGG	\$ 1,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

APPROVED
 RISK MANAGEMENT
 ON: 07/08/15
 BY: JTM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Rentals - Beach Equipment and Non Motorized Watercraft Rentals at the locations per schedule on file.

CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY.

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach PO Box 1300 Pompano Beach, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2014/01)

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UNDERWOOD ANDERSON
 PO DRAWER 9578
 PENSACOLA, FL 32513
 1-850-932-5326

PROGRESSIVE®

Policy number: 05467104-6

Underwritten by:
 PROGRESSIVE EXPRESS INS COMPANY
 July 8, 2015
 Page 1 of 2

Certificate of Insurance

Certificate Holder	Insured	Agent
CITY OF POMPANO BEACH 100 WEST ATLANTIC BLVD POMPANO BEACH, FL 33060	OCEANSIDE BEACH SERVICE P.O. BOX 13018 N PALM BEACH, FL 33408	UNDERWOOD ANDERSON PO DRAWER 9578 PENSACOLA, FL 32513

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jun 11, 2015	Policy Expiration Date: Jun 11, 2016
Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST	\$300,000 CSL NON-STACKED
PERSONAL INJURY PROTECTION	\$10,000 W/\$0 DED - NAMED INSURED ONLY

Description of Location/Vehicles/Special Items

Scheduled autos only			
2001 FORD F350 1FTSX31S31EA16123			
MEDICAL PAYMENTS	\$2,000		
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		
2011 DODGE RAM 1500 1D7RB1CT7B5626798			
MEDICAL PAYMENTS	\$2,000		
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		
2013 ACURA TL 19UUA8F26DA004173			
MEDICAL PAYMENTS	\$2,000		
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		
2015 MERZ C300 55SWF4JB5FU049221		Stated Amount	\$40,000
MEDICAL PAYMENTS	\$2,000		
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		

APPROVED
 RISK MANAGEMENT
 ON: 07-09-15
 BY: JAM

Policy number: 05467104-6

Page 2 of 2

Certificate number

18915NET104

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.

A handwritten signature in black ink, appearing to be "K. P. M." with a stylized flourish at the end.

Form 5241 (10/02)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/09/2015

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 Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED OCEANSIDE BEACH SERVICE 2650 LAKE SHORE DR Riviera Beach, FL 33404	INSURER A: Employers Compensation Insurance Company NAIC # 11512	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 363793** **REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	N	EIG154621002	08/15/2014 08/15/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

APPROVED
RISK MANAGEMENT
ON: 07/09/15
BY: JFW

CERTIFICATE HOLDER **CANCELLATION**

City of Pompano Beach P. O. Box 1300 Pompano Beach, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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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 A CONCESSIONAIRE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND OCEANSIDE BEACH SERVICE, INC.; PROVIDING AN EFFECTIVE DATE.

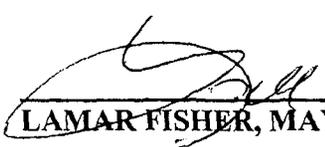
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Oceanside Beach Service, Inc., 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 Oceanside Beach Service, Inc.

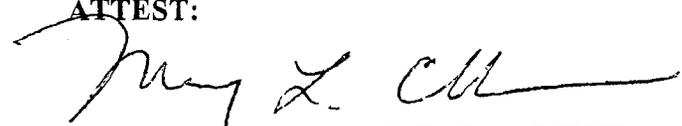
SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 10th day of July, 2012.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

CONCESSIONAIRE AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of July,

2012, by and between:

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

and

OCEANSIDE BEACH SERVICE, INC., a Florida corporation, (hereinafter referred to as "CONCESSIONAIRE").

WHEREAS, the City of Pompano Beach has solicited requests for proposals for the privilege of operating the business of renting, storage and maintenance of beach equipment on the Public Beach of Pompano Beach; and

WHEREAS, the bid submitted by Oceanside Beach Service, Inc. was deemed to be the best responsible bid; and

WHEREAS, CITY wishes to contract with Oceanside Beach Service, Inc. with respect to providing a license for renting, storage and maintenance of beach equipment on the Public Beach; and

WHEREAS, CITY has determined that such an agreement would be in the best interest of the public.

NOW, THEREFORE, in consideration of the premises and the covenants and promises herein, it is mutually agreed as follows:

1. The City of Pompano Beach, Florida, does hereby give and grant to CONCESSIONAIRE an exclusive right and privilege to operate in the Public Beach of the City of Pompano Beach, the business of renting and generally servicing the public with beach

equipment such as beach chairs, beach umbrellas, wind screens, cabanas, surf rafts and related beach equipment, within the Public Beach being described as follows:

South of Pier – starting at the Atlantic Blvd main beach access path and extending north to approximately 100 feet south of municipal pier (location of the red wooden posts),

North of Pier – starting approximately 100 feet north of municipal pier (location of the red wooden posts), and extending north to the 5th street beach access line.

Any concessionaire equipment is not to exceed the line of sight of the following:

- East – between two adjacent lifeguard towers
- West – shall be no closer than 60 feet to any sand dune on the west side of the beach.

Equipment will not be located within 15 yards of lifeguard stands.

All umbrellas, chairs and cabanas will be blue and white in color.

2. The term of this agreement shall be three (3) years, commencing upon execution of the contract. CITY shall have the option of automatic renewal for an additional three (3) year period upon the expiration of the original three (3) year agreement. This option may be exercised at the discretion of CITY. CONCESSIONAIRE may terminate the agreement effective at the end of the first three (3) year period upon written notice to CITY at least ninety (90) days prior to the expiration date.

3. CONCESSIONAIRE shall provide adequate year-round daily service to take care of the needs and demands of the public, and shall provide a variety of equipment according to the needs of each season.

4. CONCESSIONAIRE shall provide all equipment in good clean and serviceable condition at the commencement of this agreement and in sufficient quantity to adequately service

the public in respect to the best interest and convenience of the patrons of the public Beach of the CITY as described herein. CONCESSIONAIRE agrees to maintain all such equipment in good clean and serviceable condition during the entire term of this agreement and CITY shall have the right to inspect such equipment periodically to determine its condition but shall be under no obligation to do so, and CONCESSIONAIRE shall replace or recondition equipment which is determined by CITY to no longer be in good and serviceable condition.

5. CONCESSIONAIRE shall locate and install its equipment only in the areas provided herein. The placement of equipment shall never interfere with the Ocean Rescue Division's observation of the public for said public's welfare and safety as determined by CITY. Additionally, double-lounge wooden cabanas shall be placed so that there is a minimum clearance of thirty (30) feet between each cabana on all sides. Wooden cabanas shall not be located within 100 yards, north or south, of the municipal pier. Wooden cabanas will be permitted to remain on the beach overnight, so long as they are maintained and set up neatly. Umbrellas and water-borne equipment shall be located under the direction and regulation of the Ocean Rescue Division. Beach chairs and metal-frame strap lounges will be neatly stacked (a maximum of eight (8) chairs per stack) and arranged side-by-side in designated areas, as indicated in Attachment "A".

6. Due to the uncertainty of changing winds and weather, it shall be agreed that no rafts or floats shall be rented or permitted by CONCESSIONAIRE if the Lifeguard Supervisor decides for reason of safety that rafts or floats, both private and public, shall not be permitted in the water.

7. In order to avoid any misunderstanding regarding the distance, that equipment of CONCESSIONAIRE shall be set back from the high water, it shall be expressly understood and agreed between the parties that the guard stands or beach stands as placed by CITY's lifeguards

shall form the restraining line and no equipment shall be placed or permitted east of same but in no event shall such equipment be closer than three (3) feet from the high water mark.

8. CONCESSIONAIRE shall not be permitted to use the concession area or areas for any other purposes than the renting of the equipment specified herein and shall conduct its business so as to serve the public in a dignified and professional manner with no pressure, coercion, persuasion, or hawking by CONCESSIONAIRE or his employees in an attempt to influence the public to utilize CONCESSIONAIRE's equipment. The public shall at all times have free use of the Public Beach area not authorized for use by CONCESSIONAIRE under this agreement nor shall CONCESSIONAIRE interfere with the operation of other concessions that may be located in the area. The public shall at all times have free use of the public beach, which shall specifically include the space in front of CONCESSIONAIRE's location.

9. In the event any complaint shall be made by the public as to the manner of the operation of the concession business, such matter will be directed to the Recreation Programs Administrator or his designee to investigate and resolve. If the Recreation Programs Administrator or his designee is unable to resolve, the matter will be turned over to the City Manager for appropriate action. The decision of the City Manager shall be final and binding on CONCESSIONAIRE. Further, any disputes arising between CONCESSIONAIRE and other concessionaires concerning their rights under their respective agreements with CITY or disputes of whatever nature or kind arising pursuant to this agreement shall be reported to the Recreation Programs Administrator for his review and necessary action.

10. The Recreation Programs Administrator or such other person designated by the City Manager shall be responsible for the enforcement of this agreement. In the event either party claims the other is guilty of default or a breach of this agreement, a conference may first be called between the parties and every reasonable effort shall be made to reach an amicable

solution. Both parties shall be entitled to have representatives present to attempt to resolve any such dispute.

However, at any time if there is any breach or default in either party's performance of any covenant or obligation under this agreement, either party shall be given fifteen (15) days to cure any alleged default or breach after receipt of written notice to the other. If said breach or default has not been remedied within such time period after written notice of same and is continuing, either party may terminate this agreement immediately in writing. Thereafter, CITY may enter the concession area and possess itself of all the rights and privileges heretofore enjoyed by CONCESSIONAIRE. In the event CONCESSIONAIRE remains in possession of the concession area after such termination date as provided in writing, CONCESSIONAIRE shall be deemed to be in trespass on CITY property.

No fees paid under the agreement shall be refunded to CONCESSIONAIRE but same shall be forfeited to CITY for termination resulting from the provisions of this section.

Broward County, Florida, shall be the venue for any litigation commenced by either party for any dispute under this agreement.

11. CONCESSIONAIRE shall furnish the necessary janitorial services for maintaining the property occupied by it in a state of cleanliness, which shall include the removal on a daily basis of all litter and debris that results from the services provided pursuant to this agreement. Additionally, CONCESSIONAIRE shall adhere to a maintenance schedule set up by the Recreation Manager and shall provide personnel to remove the cabanas and rental equipment according to that schedule to facilitate the cleaning of the municipal beach. CONCESSIONAIRE shall be consulted on maintenance scheduling, however, the decision as to the actual maintenance schedule shall be made by the City Manager or his designee.

12. CONCESSIONAIRE shall be free to establish rental fees for the equipment, however, such fees shall be competitive with similar concessions or services operating or available in the Broward County area, and a copy of the current rate shall be filed with CITY and posted by CONCESSIONAIRE. Rental items listed in the rate schedule shall be available year round on the Public Beach as described herein and shall be offered to the public at all times that a reasonable demand for such services exist during daylight hours. CONCESSIONAIRE shall not operate during hours of darkness, which period shall be defined for the purposes herein as between one hour after sunset to one-half hour before sunrise.

13. CONCESSIONAIRE shall not be permitted to display any signs or advertising matter on the area except for identification signs approved by the City Manager and in conformity with all applicable City ordinances provided, however, that the CONCESSIONAIRE shall insure that the rates for rental of beach equipment are posted. The signs shall be approved by CITY.

14. CONCESSIONAIRE must at the time of an official hurricane warning, remove all its equipment from the beach concession area.

15. All CONCESSIONAIRE employees shall be neatly attired in approved uniforms properly identifying CONCESSIONAIRE and the employee. No person convicted of any offense involving moral turpitude or a felony shall be employed by CONCESSIONAIRE.

16. As compensation for the rights and privileges granted herein, CONCESSIONAIRE shall pay to CITY the sum of Seventy-Two Thousand and No/100 (\$72,000.00) Dollars plus applicable Florida State Sales Tax, payable in quarterly payments in advance each year as follows:

- first year, four quarterly installments of \$6,000.00
- second year, four quarterly installments of \$6,000.00

- third year, four quarterly installments of \$6,000.00

Payments are due to the City Treasury Department, 100 West Atlantic Blvd., Pompano Beach, FL 33060, on the first day of each quarter (Jan. 1, April 1, July 1, and Oct. 1). Should this agreement initiate during any such quarter, the first quarterly payment shall be prorated to include only those days within the quarter that the agreement was in effect. In such case, the first payment shall be due within seven (7) days of final approval of the agreement by CITY. In the event CONCESSIONAIRE fails to make any payment to CITY more than seven (7) days after the same is due, CONCESSIONAIRE shall pay to CITY for such privilege an additional rental charge as liquidated damages of One Hundred and No/100 (\$100.00) Dollars per day for each day's delay in payment retroactive to the first day of each quarter in which the payment was due. Rental shall not be deemed to be paid under the check given therefor until said check has cleared the bank upon which it is drawn. CONCESSIONAIRE shall additionally pay applicable Florida State Sales Tax at the time a quarterly payment is made to CITY.

17. This agreement may be terminated for convenience and without cause by either party upon thirty (30) days' written notice to the non-cancelling party. Should the termination date fall within a quarter as described herein, any quarterly payment made shall be prorated and refunded to CONCESSIONAIRE for the time period service was not provided due to such termination, if initiated by CITY.

18. Should CONCESSIONAIRE desire any additional building for storage of the equipment utilized for the purposes set forth herein, upon receiving the consent of CITY and all necessary permits and approvals, any such building shall, unless otherwise provided by a written agreement, be the property of CITY and shall remain and be surrendered upon termination of this agreement.

19. CONCESSIONAIRE hereby waives all claims for damages to or loss of any property that belongs to CONCESSIONAIRE that may be in or about the premises.

20. The CONCESSIONAIRE shall submit to the CITY an annual statement of gross revenues and expenses, along with supporting documentation, prepared by an independent certified public accountant and in a form consistent with generally accepted accounting principles, within ninety (90) calendar days of the end of each annual agreement period.

All financial records of the CONCESSIONAIRE related to the concession operation in this agreement shall be made available for check and audit by the City of Pompano Beach Internal Auditor, on one occasion during the initial three (3) year period of this agreement, and once during any additional period should this agreement be extended under its terms. Any such audit shall be at a reasonable time and with reasonable notice. These records, relating to the concession operation under this agreement only, shall include, but not be limited to, Florida state sale tax returns, receipts and deposit receipts, federal payroll tax returns and all supporting payroll records, bank statements, cancelled checks and any other financial records requested by the Internal Auditor of the CITY which pertain to this agreement. CONCESSIONAIRE shall retain any and all records relating to the concession operation pursuant to this agreement for a period of five (5) years form the date of final payment under this agreement, or as otherwise required by applicable laws including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes.

21. CONCESSIONAIRE shall carry, at its own cost and expense, with a company satisfactory to CITY and authorized to do business in the State of Florida, insurance coverage as specified on Exhibit "A," which is attached hereto and incorporated herein as if set forth in full and shall furnish CITY with certificates of said insurance coverage prior to the effective date of this agreement.

22. CONCESSIONAIRE shall not be authorized to rent any equipment that is not scheduled in its bid application or covered by the insurance policy furnished CITY unless, prior to such rental, it shall furnish an additional list of equipment to the Parks and Recreation Department and receive approval of the City Manager.

23. CONCESSIONAIRE shall assume all risks incident to or in connection with the use and service to be conducted hereunder and shall be solely responsible for all accident or injuries of whatsoever nature or kind to the persons or property caused by its operation of the concession provided for herein. CONCESSIONAIRE hereby agrees to indemnify, defend and save harmless CITY and its respective authorized agents, officials, employees and representatives from any and all claims of liability for damages to any person or personal injury or loss or damaged property occasioned by or in connection with any activities conducted pursuant to this agreement. CITY assumes no responsibility whatsoever for any property located on the premises, and CITY is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy under this agreement.

24. The acceptance of rental payments by CITY, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereby by CONCESSIONAIRE, where the giving or making of any notice or demand, whether according to any statutory provision or not, or any active or series of acts except an express waiver in writing shall not be construed as waiver of CITY's right or of any other right hereby given the CITY or as an election not to proceed under the provisions of this agreement.

25. Whenever either party to this agreement desires to give notice to 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 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:

City Manager
Post Office Drawer 1300
Pompano Beach, Florida 33061

FOR CONCESSIONAIRE:

Oceanside Beach Service, Inc.
P.O. Box 13018
North Palm Beach, Florida 33408

26. This agreement establishes a License for CONCESSIONAIRE only, as an independent contractor, to utilize the property described herein in the manner described and for purposes described herein, and does not otherwise convey any legal interest in the property to CONCESSIONAIRE. Neither the premises described herein nor any portion thereof shall be sublet nor shall this agreement or any interest therein be assigned, or mortgaged by CONCESSIONAIRE and any attempt at assignment, subletting, or mortgaging this agreement shall be of no force or effect and shall confer no rights upon any assignee, mortgagee, or pledge.

27. CONCESSIONAIRE shall not unlawfully discriminate against any person in its operations and activities in fulfilling its obligations under this agreement. This shall include compliance with the Americans with Disabilities Act. In addition, CONCESSIONAIRE's decisions regarding the delivery of services under this agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery. Compliance and performance by the CONCESSIONAIRE of the non-discrimination provision of this agreement is an express condition hereof and any failure by the CONCESSIONAIRE to so comply and perform shall be

in default as provided in this Agreement and the CITY may exercise any right as provided herein and as otherwise provided by law.

28. CONCESSIONAIRE shall pay any and all taxes or special assessments that may be levied or assessed as a result of this agreement. The cost of any and all necessary licenses and permits shall be paid by CONCESSIONAIRE.

29. CONCESSIONAIRE agrees that every officer, employee or agent connected with the purposes for which this agreement encompasses shall abide by, conform to and comply with all the laws of the United States and the State of Florida and all the ordinances of CITY as those laws and ordinances now read or may hereafter be changed or amended in the future and will not do or suffer to be done anything in violation of any pursuant to the agreement in violation of any said laws or ordinances and, if the attention of said CONCESSIONAIRE is called to such violation, CONCESSIONAIRE will immediately desist from and correct such violation.

30. CONCESSIONAIRE agrees that it will require each of its employees at the Pompano Beach concession to submit to a criminal background check prior to or at any time during the course of employment and submit the results to the Parks and Recreation Department for review. CITY, acting through the City Manager, reserves the right to require the dismissal of any employee of CONCESSIONAIRE in the event that any such background check discloses information which in the opinion and in the sole discretion of the City Manager renders such employee unsuitable for employment by CONCESSIONAIRE.

31. All terms and conditions of Request for Proposals #H-40-11, "Beach Equipment Concession" and the price list included in CONCESSIONAIRE's response are applicable and incorporated in this agreement unless indicated otherwise herein. This written instrument constitutes the entire agreement by the parties hereto, and this agreement may be modified only in writing.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Morris

By: [Signature]
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 12th day of July, 2012, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



"CONCESSIONAIRE":

Witnesses:

OCEANSIDE BEACH SERVICE, INC.
a Florida corporation

C. M.
[Signature]

By: [Signature]
Michael J. Novatka
Typed or Printed Name
Title: PRESIDENT

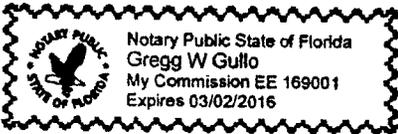
(SEAL)

STATE OF FLORIDA

COUNTY OF ~~BROWARD~~ ^{or}
Palm Beach

The foregoing instrument was acknowledged before me this 20th day of June,
2012 by Michael J. Novatka as President
_____ of OCEANSIDE BEACH SERVICE, INC., a Florida corporation, on behalf of the
corporation. He/she is personally known to me or who has produced Drivers
license (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Gregg W. Gullo
(Name of Acknowledger Typed, Printed or Stamped)
EE 169001
Commission Number

MEB/jrm
6/14/12
2/1/12
l:agr/recrea/2012-379

**“EXHIBIT A”
STANDARDIZED INSURANCE REQUIREMENTS
OF THE CITY OF POMPANO BEACH**

Insurance

The vendor/contractor shall not commence operations, labor, construction and/or installation of improvements to complete this project until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Management Division.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance for all its employees in accordance with the requirements of Florida Statute, Chapter 440. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

- B. Public Liability & Auto Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured in connection with the work being done under this contract.

 - 2) The types of insurance and minimum policy limits that are required are indicated by “XXXX” below.

Type of Insurance	LIMITS OF LIABILITY	
	each occurrence	aggregate
PUBLIC LIABILITY		
XXXX Comprehensive Form		
XXXX Premises - operations	Bodily Injury	\$200,000. \$300,000.
_____ Explosion & collapse hazard	Property Damage.....	\$200,000. \$300,000.
_____ Underground hazard	-- or --	
XXXX Products (if items are sold)	Bodily Injury and	
XXXX Contractual insurance	Property Damage	
XXXX Liquor legal (if items are sold)	Combined.....	\$200,000. \$300,000.
XXXX Independent contractors		
XXXX Personal injury	Personal Injury	\$200,000. \$300,000.
AUTOMOBILE LIABILITY		
	Bodily Injury	
XXXX Comprehensive Form	(ea. person/ ea. accident)	\$200,000 \$300,000.
XXXX Owned	Property Damage	\$200,000. \$300,000.
XXXX Hired	-- or -- Bodily Injury and	
XXXX Non-owned	Property Damage combined	\$200,000. \$300,000.
EXCESS LIABILITY		
	Bodily injury and	
XXXX Umbrella form	Property damage	
_____ other than umbrella	Combined	\$1,000,000. \$1,000,000.

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

Firm shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within five (5) days after notification of award of contract.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061.

Exhibit A - Insurance

PROGRESSIVE

UNDERWOOD ANDERSON
PO DRAWER 9578
PENSACOLA, FL 32513
1-850-932-5326

Policy number: 05467104-2

Underwritten by:
PROGRESSIVE EXPRESS INS COMPANY
December 22, 2011
Page 1 of 1

Certificate of Insurance

Certificate Holder	Insured	Agent
CITY OF POMPANO BEACH C/O SCOTT MOORE 100 WEST ATLANTIC BLVD POMPANO BEACH, FL 33060	OCEANSIDE BEACH SERVICE P.O. BOX 13018 N PALM BEACH, FL 33408	UNDERWOOD ANDERSON PO DRAWER 9578 PENSACOLA, FL 32513

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST	\$300,000 CSL NON-STACKED
PERSONAL INJURY PROTECTION	\$10,000 W/\$0 DED - NAMED INSURED ONLY

Policy Effective Date: Jun 11, 2011

Policy Expiration Date: Jun 11, 2012

Description of Location/Vehicles/Special Items

Scheduled autos only			
2001 FORD F350 SUPER DUTY 1FTSX31S31EA16123		Stated Amount	\$4,000
MEDICAL PAYMENTS	\$2,000		
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		
2011 DODGE RAM 1500 1D7RB1CT7B5626798		Stated Amount	\$30,000
MEDICAL PAYMENTS	\$2,000		
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		

Certificate number

35611NET104

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.

Form 5241 (1/0/02)

APPROVED
RISK MANAGEMENT
ON: 12/27/11
BY: Lawrence



OCEABEA-02

JESSC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2012

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 First Flight Insurance Group, Inc. P O Box 1048 Kitty Hawk, NC 27949	CONTACT NAME:	
	PHONE (AG, No, Ext): (252) 261-0903	FAX (AG, No): (855) 814-8591
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Certain Underwriters at Lloyds	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED

Oceanside Beach Services, Inc.
PO Box 13018
North Palm Beach, FL 33408

COVERAGES

CERTIFICATE NUMBER:

REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1,000 ded per occ	X		SA10020-11581	2/9/2012	2/9/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			APPROVED RISK MANAGEMENT ON: 6/28/12 BY: JFH			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				WC STATUTORY LIMITS \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Rentals - Beach Equipment and Non Motorized Watercraft Rentals scheduled locations on file.

CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY.

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach Attn: Risk Manager PO Box 1300 Pompano Beach, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Exhibit A - Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2011

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 Sunz Insurance Company PO Box 1777 St Petersburg, FL 33731 www.ins4biz.com INSURED Employee Staff, LLC 11400 Parkside Dr Suite 500 Knoxville TN 37934	CONTACT NAME: PHONE (A/C No. Excl) 727-497-1247 FAX (A/C No.) 727-497-1280 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: SUNZ Insurance Company 34782 INSURER B: Aspen Re - London - Best Rating "A" INSURER C: Catlin Syndicate - Lloyds - Best Rating "A" INSURER D: Brit Syndicate - Lloyds - Best Rating "A" INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER: 11958230** **REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$ \$
	AUTOMOBILE LIABILITY <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) \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCPE000005802	10/29/2011	10/29/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation						This is for informational purposes and nothing shall create any right under such reinsurance.
C	Excess Coverage						
D							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage provided for all leased employees but not subcontractors of: Oceanside Beach Service, Inc.
 Location Effective: 1/1/2011

CERTIFICATE HOLDER 5312 City of Pompano Beach 100 West Atlantic Blvd Pompano Beach FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Glen J Distefano
--	--

Exhibit A - Insurance

UNDERWOOD ANDERSON
 PO DRAWER 9578
 PENSACOLA, FL 32513
 1-850-932-5326

PROGRESSIVE

Policy number: 05467104-3
 Underwritten by:
 PROGRESSIVE EXPRESS INS COMPANY
 June 20, 2012
 Page 1 of 2

Certificate of Insurance

Certificate Holder	Insured	Agent
CITY OF POMPANO BEACH C/O SCOTT MOORE 100 WEST ATLANTIC BLVD POMPANO BEACH, FL 33060	OCEANSIDE BEACH SERVICE P.O. BOX 13018 N PALM BEACH, FL 33408	UNDERWOOD ANDERSON PO DRAWER 9578 PENSACOLA, FL 32513

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jun 11, 2012	Policy Expiration Date: Jun 11, 2013
Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST	\$300,000 CSL NON-STACKED
PERSONAL INJURY PROTECTION	\$10,000 W/\$0 DED - NAMED INSURED ONLY

Description of Location/Vehicles/Special Items

Scheduled autos only			
2001 FORD F350 SUPER DUTY 1FT5X31S31EA16123		Stated Amount	\$4,000
MEDICAL PAYMENTS	\$2,000		
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		
2011 DODGE RAM 1500 1D7RB1CT7B5626798		Stated Amount	\$30,000
MEDICAL PAYMENTS	\$2,000		
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		
2010 CHRYSLER 300 TOURING 2C3CA5CV3AH263003		Stated Amount	\$16,000
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		

APPROVED
 RISK MANAGEMENT
 ON: 6/25/12
 BY: *[Signature]*

Exhibit A - Insurance

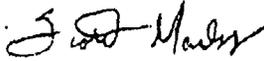
Policy number: 05467104-3

Page 2 of 2

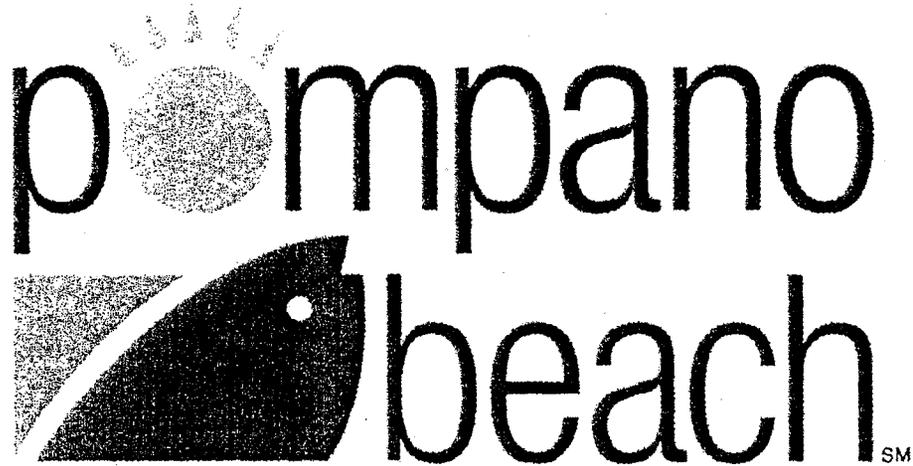
Certificate number

17212NET104

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.



Form 5241 (10/02)



Florida's Warmest Welcome

REQUEST FOR PROPOSALS

H-40-11

BEACH EQUIPMENT CONCESSION

**RFP OPENING: July 5, 2011, 2:00 p.m. (local)
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

H-40-11

The City of Pompano Beach, Florida invites qualified firms to submit proposals, qualifications, and experience for consideration to provide Beach Equipment Concession.

SECTION I

A. PROJECT SCOPE

The City of Pompano Beach desires to enter into a contract with a concessionaire to provide public rental of beach equipment and cabanas. The term of Agreement will be three (3) years, with the option to renew for a maximum of three (3) additional one-year periods, subject to mutual agreement.

Beach equipment rental may occur on the area of Pompano Beach described as follows:

South of the Pier – Starting 150 yards north of south line of public beach extending north to 150 yards south of municipal pier and west to 25 yards from lifeguard station line. Equipment will not be located within 15 yards of lifeguard stands.

North of the Pier – Starting 150 yards north of pier extending north to 150 yards of north boundary line of public beach and west to 25 yards west of lifeguard stand line. Equipment will not be located within 15 yards of lifeguard stands.

Any concessionaire equipment is not to exceed of the line of sight of the following:

- East - between 2 adjacent lifeguard towers (*rationale: lifeguard visibility*)
- West – between 2 adjacent cement garbage cans placed mid beach (*rationale – emergency vehicle access*)

Total beach attendance figures at the municipal beach for 2009 were 1,526,036 patrons, and for 2010, 1,360,247 patrons.

1. Equipment And Services

a. Beach Equipment

The beach equipment and cabanas shall not be installed or operated beyond the area protected by the Ocean Rescue Division. Beach equipment as referred to in this RFP shall mean chairs, umbrellas, cabanas, wind screens, and related beach equipment.

The Concessionaire shall be permitted to operate as a free enterprise and to establish rates for renting beach equipment and services. A list of the rates must be on file with the City of Pompano Beach and posted by the Concessionaire. A schedule of rate revisions must be provided to the City Manager or designee at least ten (10) days prior to posting to the public.

Any additional buildings required by the Concessionaire for storage shall conform to all applicable City codes and building requirements, and shall remain the property of the City of Pompano Beach upon termination of this Agreement. Size and color of storage shall be decided by the Parks and Recreation Department.

The Concessionaire shall not be authorized to rent any equipment which is not scheduled in the response to the RFP, or covered by the insurance policy furnished the City, unless prior to such rental, the Concessionaire shall have furnished an additional list of equipment to the City Manager or designee and received approval by the City Commission. The City shall be entitled to 10% of the gross rental fee for equipment, services, or sales unrelated to chairs, umbrellas, cabanas, windscreens and related beach equipment.

The Concessionaire shall provide adequate year-round service to take care of the needs and demands of the public, and shall provide a variety of equipment according to the needs of each season.

The services covered by this RFP and ensuing Agreement shall be offered to the public at all times that a reasonable demand for such services exist during daylight hours. Concessions shall not be operated during the hours of darkness, which for the purposes of this RFP and ensuing Agreement begins one hour after sunset.

2. Beach Equipment Rules and Regulations

1. Beach chairs shall be deployed in a manner and number that will assure public access and will encourage public use of the beach.

2. The Concessionaire must prepare a written evacuation plan for the prompt removal of all facilities and equipment used in the concession operations from the beachfront within one (1) hour of notification by appropriate City authorities and/or within eight (8) hours of issuance of a Hurricane Warning by the Broward County Office of Emergency Management.
3. Beach Chairs will be permitted to remain on the sand overnight, as long as they are in good condition, neatly stacked (a maximum of 10 chairs per stack for plastic and 4 chairs per stack for wood) and arranged side by side.
4. Concession facilities used for dispensing services and/or storage will be allowed to remain on beach, as long as they are well maintained and kept west of the lifeguard stands.
5. Violators will have their concessions closed and the City shall have the right to confiscate any and all facilities and equipment left on beach overnight.
6. The Concessionaire will be responsible for any damage caused to any City owned property and/or beachfront during the time of its usage of said area.
7. The Concessionaire and their employees shall wear a City approved identification badge and must present themselves in a professional and courteous manner, at all times during hours of operation.
8. Concession facilities, furnishings and equipment shall be neat, clean and well maintained at all times. The concession operation must be aesthetically pleasing and non-detrimental to the surrounding environment.
9. Proposers should include as part of their submission photographs of all actual beach equipment to be used.
10. All Umbrellas, chairs and Cabanas will be blue and white.
11. Advertising will not be permitted without the express written consent of Parks and Recreation.
12. The concessionaire will be required to submit monthly statements of gross receipts in a format approved by Parks and Recreation.
13. The concessionaire will comply with all City, State and Federal laws relating to access for people with disabilities.

14. Beach Concession Services shall be limited to the rental of beach chairs and lounges, beach umbrellas and cabanas. No motorcrafts of any kind including jet skis, wave runners or motorboats. No sailboats, kayaks, scuba equipment or kite boarding allowed on public beach area. Concessionaire may have boogie boards, snorkel equipment and lotions available to the public.

3. Equipment for Beach Service

Equipment proposed must meet the following minimum specifications.

1. Strap Lounge
 - a. Style: Chaise Lounge
 - b. Construction: Aluminum
 - c. Size: 79.5 x 24
 - d. Weight: 19 lbs.
 - e. Frame color: off white
 - f. Strap width: 2"
 - g. Stacking quantity: 10
 - h. Strap Colors: blue and white
2. Double Wooden Lounge
 - a. Construction: Pressure treated pine with galvanized hardware
 - b. Size: 13"H x 56"W x 72"L
3. Cabana
 - a. Fabric: Sunbrella
 - b. Size: 52"H x 47"l x 57"W
 - c. Construction: Aluminum Ribs and stainless steel bolts
 - d. Color: Blue
4. Umbrella
 - a. Fabric: Sunbrella
 - b. Size: 7.5'H x 8'W
 - c. Color: Blue
5. Cushion for Lounge
 - a. Fabric: Texaline
 - b. Thickness: 3"
 - c. Color: Blue
 - d. Size: 69.5" x 22.5"

4. Rules for Use of Motor Vehicles and Small Off-Road Vehicles on Beach

1. "Small off-road vehicle" shall mean golf carts and all terrain vehicles (ATV's) and any trailer attachment. Anyone driving a "small off-road" vehicle must present an approved safety course certificate before driving vehicle on beach.
2. Concessionaire's motor vehicle, small off-road vehicle and any trailer attached shall only be allowed on beachfront for purposes of supplying the concession operation and to initially deploy equipment at the beginning of the day, remove equipment at the close of operations each day and must be removed from the beachfront immediately thereafter. Anyone operating a motor vehicle or small off-road vehicle on behalf of Concessionaire must have a current Florida Drivers License. Supplying and removing will only be permitted during Concessionaire's regular hours of operation, and shall be completed safely. No Motor vehicle, or small off-road vehicle or any trailer attached will be permitted on the beach after sunset or prior to sunrise. Access to the beach will only be permitted via the predetermined and assigned beach access points.
3. Motor vehicles or small off-road vehicles including any attached trailers operated on the beachfront shall not exceed 5mph.
4. All motor vehicles and small off-road vehicles must have signage, on each side with the name of the concession operator.
5. Concession operation shall be limited to use of one (1) "Small off road Vehicle" and one (1) attached trailer to supply and service the concession operation.
6. Prior to entering Beach Area lights of vehicle must come on.
7. Passenger and Drivers front windows must be down
8. All small off-road vehicles must stay in hard packed sand west of area provided by Ocean Rescue.

5. Concessionaire's Responsibility

Concessionaire shall provide all equipment in good and serviceable condition at the commencement of the Agreement in sufficient quantity to service the public in respect to the best interest and convenience of the patrons of the Municipal Pier, concession areas, and Beach, as described herein. The Concessionaire shall maintain the equipment in a good state of repair at all times, and shall repair and replace broken or weather-beaten equipment. City shall have right to inspect such equipment periodically to determine its condition, but shall be under no obligation to do so. Advertising signs shall not be displayed except for identification signs approved by the City Manager or designee for size, wording, and number, and in accordance with the applicable City of Pompano Beach Ordinances. The Concessionaire shall insure that the rates for pier admissions, beach concessions, vending, etc. are posted.

The Concessionaire shall not place or install equipment in any location other than herein specified.

At all times, cabanas shall be placed so that there shall be minimum clearance of ten feet between each cabana on all sides. The Concessionaire's placement of equipment must never interfere with Ocean Rescue Division's observation of the public for said public's welfare and safety. Areas for placement of umbrellas and regulations of water-borne equipment shall be under the regulation of the Beach Safety Division.

The Concessionaire must, at the time of an official hurricane warning, arrange to remove all equipment from the beach area being served.

The public in general, shall, at all times, have the free use of space allocated to the public in front of the Concessionaire's location.

All vendor attendants shall be neatly attired in approved uniforms properly identifying the Concessionaire and the attendant. No person convicted of any offense involving moral turpitude or a felony shall be employed by the Concessionaire.

The City of Pompano Beach reserves the right to approve or reject, for any reason, Concessionaire's staff assigned to this project at any time. Criminal background checks will be required and will be paid for by the Concessionaire.

The Concessionaire shall so conduct their business as to render a service to the public in a dignified manner and with no pressure, coercion, persuasion or hawking done by the Concessionaire or their attendant(s) in an attempt to influence the public to use this service.

The Concessionaire shall furnish the necessary janitorial services to maintain all areas in a proper state of cleanliness, i.e.: litter and debris as a result of this operation.

The Concessionaire shall not install their equipment in an area outside of their own concession area, nor shall the Concessionaire interfere with the operation of other concessionaires. Disputes arising between Concessionaires concerning their rights under their Agreements shall be reported to the City Manager or designee for review and necessary action.

In the event of complaints made by the public as to the manner of operation of the concession area, such matter at the discretion of the City Commission, may be heard by the City Commission after due notice to the Concessionaire.

The Parks and Recreation Program Administrator, or such other person properly designated by the City Manager, shall be responsible for the enforcement of this Agreement and in the event any violation is reported to that office or is brought to the attention of that office, the Director or designee shall investigate the same and report the findings to the City Manager. The City Manager shall then take such action and make such recommendations as are necessary. The action of the City Manager pursuant to this paragraph shall be final and binding on Concessionaire.

The Concessionaire shall adhere to a maintenance schedule set up by the City Manager's designee and shall provide personnel to remove cabanas and rental equipment according to that schedule to facilitate the cleaning of the Municipal Beach. The Concessionaire will be consulted on the maintenance scheduling.

The Concessionaire is responsible for the acquisition of all City and County business tax receipts, fees and permits as applicable.

6. Non-Discrimination

The Concessionaire shall not unlawfully discriminate against any person in its operations and activities in fulfilling its obligations under this Agreement. This shall include compliance with the Americans with Disabilities Act. In addition, Concessionaire's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery. Compliance and performance by the Concessionaire of the non-discrimination provisions of this Agreement is an express condition hereof and any failure by the Concessionaire to so comply and perform shall be a default as provided in this Agreement and the City may exercise any right as provided herein and as otherwise provided by law.

7. Water Damage

It is expressly agreed and understood by and between the parties to this Agreement that the City shall not be liable for any damage or injury by water, which may be sustained by the Concessionaire or for any other damage or injury resulting from the carelessness, negligence or improper conduct on the part of the Concessionaire, its agents or employees, or by reason of the breakage, leakage, or obstruction of the water.

8. No Assignment or Subletting

Neither the premises described herein nor any portion thereof shall be sublet nor shall this Agreement or any interest therein be assigned, hypothecated, or mortgaged by Concessionaire without the prior written consent of the City. Consent shall not be unreasonably withheld.

9. Reports And Records

The Concessionaire shall furnish promptly to the City Treasurer, a quarterly report of income by type that shall be true, accurate, and complete. At the time of each rental, the Concessionaire shall furnish to the customer a true, complete, and accurate pre-numbered receipt, and retain a duplicate copy. The Concessionaire shall open a bank account and deposit on a daily basis each day's receipt intact.

All records of the Concessionaire shall be made available for check and audit by the City of Pompano Beach Internal Auditor at all reasonable times, during the period of this Agreement, and for three (3) years from the date of final payment under this Agreement.

These records shall include, but not be limited to, Florida State sales tax returns, federal payroll tax returns, and all supporting payroll records, bank statements, canceled checks and any other records requested by the Internal Auditor of the City. The Concessionaire shall furnish to the City an annual financial report prepared by an independent certified public accountant within sixty (60) calendar days of the end of each annual Agreement period.

10. Termination for Cause

Violation of any of the covenants, duties, or terms of this Agreement shall be cause for termination of this Agreement. The Concessionaire shall also comply in all particulars with all rules, regulations or ordinance and particularly in activities conducted upon the public beach by the City of Pompano Beach which shall in no way at any time be improper, immoral or illegal and gambling of any type, kind or nature, direct or indirect is specifically prohibited.

In the event of a violation of any of the terms of the Agreement, the Concessionaire shall be given fifteen (15) days notice of the violation and the City Commission at its discretion shall have the right to cause a hearing to be had on said violation, and at such hearing may cancel said Agreement or compel Concessionaire to comply with the terms of this Agreement. No Agreement fees shall be refunded but same shall be forfeited to the City as liquidated damages.

The acceptance of payments by the City, whether in a single instance or repeatedly, after it falls due or after knowledge of any breach hereof by the Concessionaire, where the giving or making of any notice or demand, whether according to any statutory provision or not, or any active or series of acts except an express waiver in writing shall not be construed as waiver of the City's right or of any other right hereby given the City or as an election not to proceed under the provisions of this Agreement.

The failure of the City to enforce any covenant, duty, term, or condition of the Agreement shall not be deemed to void or affect the right of the City to enforce the same covenant, duty, term, or condition on a subsequent default or breach.

11. Termination for Convenience of City

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Concessionaire, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the Concessionaire must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the Concessionaire shall promptly discontinue all work at the time and to the extent indicated on the notice of termination. The City will refund to the Concessionaire a prorated portion of the quarterly payment, calculated based on the date of termination.

12. Quarterly Payments

Proposer is to state the amounts on the Proposal Signature Page that they will pay to the City in exchange for operation of the beach equipment concession. The selected proposer will pay to the City of Pompano Beach, four (4) equal quarterly payments (based on fiscal year) in advance each year, as indicated in their proposal, in full accordance with all terms and conditions as set forth in this proposal, which will become part of said Agreement.

The minimum quarterly payment payable to the City for the first three-year Agreement term shall be as proposed herein plus applicable Florida State Sales Tax.

Beginning upon commencement of the Agreement, and then fifteen (15) days prior to the beginning of each quarter thereafter, the Concessionaire shall pay the quarterly payment, plus sales tax.

In the event the Concessionaire fails to make any payments to the City more than seven (7) days after the same is due, the Concessionaire shall pay to the City for such privilege an additional charge of One Hundred Dollars (\$100.00) per day for each day's delay in payment retroactive to the first day the payment was due.

13. Proposal Surety

Each proposal must be submitted on the prescribed form and accompanied by a cashier's check, payable to the City of Pompano Beach, Florida, in an amount not less than 5 percent (5%) of the total amount proposed. (The total amount is the 36-month grand total as stated on the Proposal Signature Page.)

If the successful proposer fails to enter into a concession Agreement with the City due to the fault of the proposer, the proposal surety will be forfeited to the City.

The proposal surety of the successful proposer will be returned upon receipt of an acceptable Irrevocable Letter of Credit as described below.

14. Letter Of Credit

The successful proposer shall provide a continuous security in the form of an Irrevocable Letter of Credit in a form acceptable to the City. This letter of credit will provide a source of funds to help cover any damages to the City upon failure of the successful proposer to perform any or all of its obligations under the terms of this RFP and ensuing Agreement. The successful proposer shall provide the initial Irrevocable Letter of Credit to the City fifteen (15) days in advance of the effective date of this Agreement and a new Irrevocable Letter of Credit shall be provided thirty (30) days prior to the expiration of the current period to provide security for the succeeding period. Each Irrevocable Letter of Credit shall be in an amount equal to the concession fee for that period.

The failure to provide a new Irrevocable Letter of Credit in a form acceptable to the City, in the times indicated above, shall be a breach of this contract and entitle the City to demand payment under the outstanding document. Demand by the City under the Letter of Credit does not act as a waiver of any other rights or remedies that the City may have.

SECTION II

A. SUBMISSION OF PROPOSALS

1. Eligibility

The firm must clearly indicate their experience in the field as a beach equipment concessionaire. In addition, staffing should be sufficient to this concession along with other concession areas the proposer may have.

2. Information to be Included in the Proposal

To assure consistency, proposals must conform to the following format:

a. Title Page

Show the RFP title, the name of proposer's firm, Federal Employer Identification Number for the firm, address, telephone number, name of contact person, and the date.

b. Table of Contents

Include a clear identification of the material by section and by page number.

c. Letter of Transmittal (limit to 2 pages)

- (1) Briefly state the Proposer's understanding of the service to be offered and make a positive commitment to perform the service.
- (2) Give the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), address, and telephone numbers.

d. City Provided Forms to be Returned

- (1) Completed "Proposal Signature Page," including quarterly payments information.
- (2) Return all RFP pages, initialed where indicated.

e. Project Scope Section

The scope section must be in written form and include the following:

- (1) Identification and explanation of the services to be provided for the beach equipment concession.
- (2) Identification of types and age of equipment to be offered for rent.
- (3) Approach the firm will use to market the beach concession service.

f. Annual Guarantee

Proposer must provide the annual guaranteed payment to the City for each period for the initial three-year period of the Agreement.

The first year of the Agreement the Concessionaire will be required to pay the minimum guaranteed amount. For each subsequent year, the base amount shall be adjusted by multiplying the change in the Consumer Price Index (CPI) from the base year to the current year. The adjustment percentage to be used will be based on the latest National Consumer Price Index – All Urban Consumers (CPI-UC), as determined by the United States Department of Labor, Bureau of Labor Statistics, as most recently available the month prior to the agreement anniversary date. In no event shall the amount paid to the City be reduced under any circumstance.

If applicable, provide details of any additional proposed revenue sharing and estimates of projected sales. The City shall be entitled to 10% of the gross rental fee for equipment, services, or sales unrelated to chairs, umbrellas, cabanas, windscreens and related beach equipment.

g. Profile of the Proposer

- (1) State whether the firm is local, regional or national.
- (2) Give the location of the office from which the concession will be administered and where additional equipment can be drawn from.
- (3) Describe the number of similar concession projects currently under contract to the firm.

h. References

Provide at least three references for which the firm has performed a concession project to include:

Name, address, and telephone number of firm.

Contact person at the referenced firm.

- i. Summary of Proposers Qualifications
 - (1) Identify the managers, supervisors, and/or individuals that will work on the concession.
 - (2) Describe firm's experience in similar concession Agreements within the State of Florida.
- j. Financial Information

Provide a copy of the most recent audited financial statements for the proposing firm. If audited financial statements are not available, provide a copy of the most recent compiled financial statements, and a copy of the most recent tax form.

You may include additional information that will assist the City in the evaluation of the financial stability of your firm.
- k. Proposal surety for 5 percent (5%) of the total amount proposed.
- l. Submit one (1) original unbound and five (5) bound copies of the proposal. All copies should be on 8 ½" x 11" plain white paper, typed.

B. QUESTIONS AND COMMUNICATION

All questions must be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received by 2:00 p.m. on June 28 at the above location. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect. Questions and answers will be distributed to all firms known to have obtained the RFP document from the City.

C. ADDENDA

In the event it becomes necessary to revise, change, modify, or cancel this RFP or to provide additional information, addenda will be issued to all known recipients of this RFP.

D. ACCEPTANCE PERIOD

Proposals in response to this RFP must be valid for a period no less than 120 days from the closing date.

E. RFP CONDITIONS AND PROVISIONS

A duly authorized official of the proposing company must sign the proposal. The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. Any alteration, erasure, or interlineations by the proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All proposers are required to complete all information requested in this RFP. Failure to do so may result in the disqualification of proposal.

The City reserves the right to postpone or cancel or this RFP, or reject all proposals, if in its judgment it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposal(s), or to award contract for the items hereon, in part or whole, if it is determined to be in the best interests of the City to do so.

The successful proposer shall be in complete compliance with all of the specifications, terms, and conditions of this RFP as outlined above.

The City shall not be liable for any costs incurred by the proposer in the preparation of proposals or for any work performed in connection therein.

The City reserves the right to reject any or all proposals. All proposals and supporting materials submitted in response to this RFP will become the property of the City.

F. SMALL BUSINESS ENTERPRISE PROGRAM

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

G. LOCAL BUSINESS PROGRAM

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: <http://mypompanobeach.org/directory/btr/index.html>

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

H. SELECTION/EVALUATION PROCESS

A Selection/Evaluation Committee will be appointed and will be responsible for selecting the most qualified firm. The Selection/Evaluation Committee will then present their findings to the City Commission and upon their approval, negotiate contract with the most qualified firm.

The Committee will rank responses based upon the following criteria:

- | | |
|--|---------------|
| 1. Prior experience with projects of similar size: | 0 – 15 points |
| a. Number of similar projects | |
| b. Prior experience with the City of Pompano Beach | |
| c. Three references | |
| 2. Qualification of personnel: | 0 – 10 points |
| a. Number of staff | |
| b. Experience of staff in this type of environment | |

- 3. Availability of personnel: 0 – 10 points
 - a. Current number of concession contracts
- 4. Proximity of the headquarters or nearest office to the City of Pompano Beach: 0 – 5 points
- 5. Financial Responsibility 0 – 20 points
- 6. Equipment and services to be provided: 0 – 20 points

Beach Equipment Rental

- a. Type (cabanas, chaises, umbrellas, floats, etc.)
- b. Age of equipment
- c. Schedule of rental fees for all equipment indicated above
- d. Additional services to be offered at beach

Marketing Plan

- 7. Payment guarantee to the City 0 – 20 points

MAXIMUM TOTAL POINTS 100

The Committee will have the option to use the above criteria for the initial ranking to short-list proposers, and to use an ordinal ranking system to score short-listed proposers following presentations, with a score of “1” assigned to the short-listed proposer deemed most qualified by the Committee.

Each firm should submit documents that provide evidence of capability to provide the services required for the committee’s review for shortlisting purposes. The shortlisted firms may be contacted to provide public presentations regarding their qualifications and ability to furnish the required services. When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

I. INSURANCE

The insurance described herein reflects the insurance requirements deemed necessary for this project by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations, construction, and/or installation of improvements until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance
 - a) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - b) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

3. Real & Personal Property Insurance

The Contractor is responsible for any loss or damage to tools, equipment, and supplies at the job site and is responsible for any loss or damage to buildings being constructed until that building is completed and a certificate of occupancy is issued.

LIMITS OF LIABILITY

Type of Insurance		each occurrence	aggregate
GENERAL LIABILITY		MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE	
XX comprehensive form			
XX premises - operations	bodily injury		
— explosion & collapse			
— hazard	property damage		
— underground hazard			
XX products/completed			
XX operations hazard	bodily injury and		
XX contractual insurance	property damage		
XX broad form property	combined		
XX damage			
XX independent contractors			
XX personal injury	personal injury		
AUTOMOBILE LIABILITY		MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE	
	bodily injury		
	(each person)		
	bodily injury		
	(each accident)		
XX comprehensive form	property damage		
XX owned			
XX hired	bodily injury and		
XX non-owned	property damage		
	combined		
REAL & PERSONAL PROPERTY			
XX comprehensive form			Organization must show proof they have
this			coverage.
EXCESS LIABILITY			
XX umbrella form	bodily injury and		
— other than umbrella	property damage		
	combined	\$2,000,000.	\$2,000,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

J. INDEMNIFICATION

Concessionaire assumes all risk in the operation of the Pier and beach equipment concession, and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify the save harmless City and its officers, agents, and employees from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature including the payment of all attorneys' fees, whether direct or indirect, arising out of the actions taken pursuant to this Agreement, the operation of said Pier and beach equipment concession, or the carelessness, negligence or improper conduct of Concessionaire or any agent, servant, employee, contractor, patron, customer and supplier, which responsibility shall not be limited to the insurance coverage herein provided.

K. INDEPENDENT CONTRACTOR

It is understood between the parties that the relationship of City and Concessionaire is that of an independent contractor. Applicant shall have no authority to employ any person as an employee or agent on behalf of the City for any purpose. Neither the Concessionaire nor any person engaging in any work relating to Concessionaire's rights and obligations set forth herein at the request of or with the consent (whether actual or implied) of Concessionaire shall be deemed an employee or agent of the City, nor shall any such person represent himself to others as an employee or agent of the City. Should any person indicate to the Concessionaire or any employee or agent of the Concessionaire by written or oral communication to the Concessionaire that the person believes the Concessionaire or an employee or agent of the Concessionaire to be an employee or agent of the City, the Concessionaire shall use its best efforts to correct or cause its employee or agent to correct that belief.

L. STANDARD PROVISIONS

1. Governing Law

Interested vendors will agree that Agreements shall be governed by the laws of the State of Florida, and the venue for any legal action will be Pompano Beach, Florida.

2. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of his business. If any City employee is also an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to Florida Statutes 112.313.

3. Drug Free Workplace

The selected Proposer with whom an Agreement will be negotiated will be required to verify they will operate a "Drug Free Workplace" as outlined in Florida Statute, Section 287.087.

4. Public Entity Crimes

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

5. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

6. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, taxes, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation.

7. Familiarity With Laws

The selected Proposer is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the lease and development of project. Ignorance on the part of the Proposer will in no way relieve him /her from responsibility.

8. Withdrawal Of Proposals

A Proposer may withdraw his proposal without prejudice to himself no later than the advertised deadline for submission of proposals, by communicating his purpose in writing to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

9. Composition Of Project Team

Proposer will be required to commit that the personnel and/or principals named in the proposal shall remain assigned to the "project" throughout the period of the contract unless provided for otherwise in a negotiated contract. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement. The approval of the City will be required for any such diversion or substitution.

10. Variances

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

11. Contact Information

For additional information regarding this solicitation, please contact Ms. Leeta Hardin, General Services Director (954) 786-4098.

PROPOSAL SIGNATURE PAGE

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms and conditions, specifications, addenda, legal advertisement and conditions contained in the RFP #H-40-11. I have read RFP H-40-11 and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company Name (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone Number _____ Fax _____

Signature _____ Date _____

Addendum acknowledgment – Proposer acknowledges that the following addenda have been received and are included in this proposal:

Addendum No./Date Issued _____

Quarterly Payments

QUARTERLY PAYMENTS – YEARS 1-3: \$ _____ X 12 = \$ _____ *

GRAND TOTAL FOR 3 YEAR CONCESSION PERIOD: \$ _____

* to be increased for Years 2-3, and any renewal years, by the CPI-UC, as stated herein



RFP NO. H-10-11

OCEANSIDE BEACH SERVICE INC.



City Of Pompano Beach

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Title Page

Pompano Beach Request For Proposals H-40-11 Beach Equipment Concession

July 5, 2011

Oceanside Beach Service FEIN - 65-0296488

PO Box 13018, North Palm Beach, Florida 33408

Michael J. Novatka President

561-568-7861

UNDERSTANDING THE CITY'S NEED FOR THE BEACH CONCESSION

(Letter Of Transmittal)

Oceanside Beach Service understands the need for The City of Pompano Beach to provide top quality beach **service** to their residents and guests. OBS will show it's value as Pompano Beach's beach **service** concessionaire by increasing the value of the beach experience on the public beach. Our seasoned beach staff will have all the local Pompano Beach business's on the tip of their tongue to refer the inquiring public. We understand that Pompano Beach wants to provide a pleasurable experience for your residents and guests on the beach to further enhance the value of living in, and visiting Pompano Beach. Please read our offering in this proposal and understand that, going forward, OBS will provide the same valuable beach **service** experience that our customers have become accustomed to in our other beaches, while joining in a partnership with The City Of Pompano Beach to grow the Pompano Beach experience into something your residents and guests will enjoy for many years to come. OBS has been in operation for over 30 years and will comply with all of the Scope Of Services detailed in the RFP. OBS will supply the necessary labor for placement of all equipment and services as specified.

Michael J. Novatka

President, Oceanside Beach Service

PO Box 13018, North Palm Beach FL 33408

561-568-7861



Daily Operations Plan

(services)

7 days a week 365 days a year

7AM - 5PM

Summer - May 1st- October 31st

Winter - November 1st- April 30th

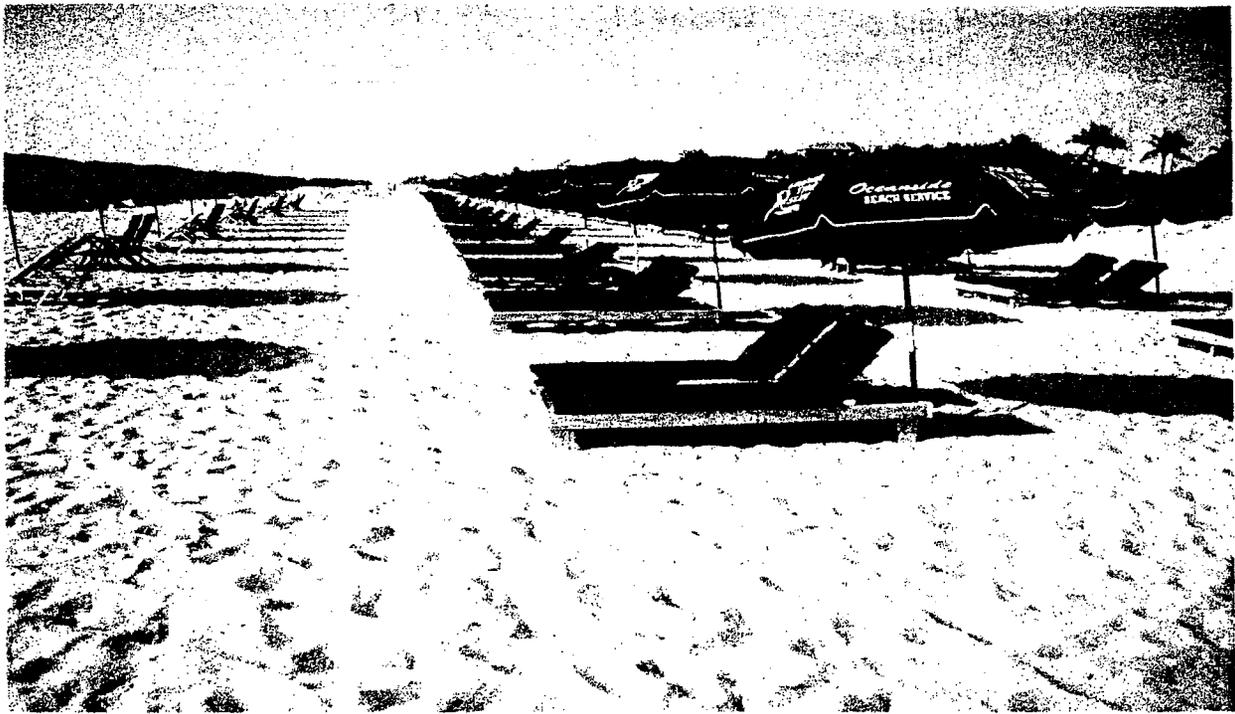
At 7 AM the Oceanside Beach Service staff of 5 beach attendants begin placing the beach equipment. OBS configures the beach setup differently depending on the current season. In the summer season the double wooden lounges are faced towards the ocean with two cushions and an umbrella. During the winter season the double wooden lounges are faced to the south and each has a cabana hood attached to the frame. The reason for the different placements are that in the summer the location of the sun and the prevailing winds dictate that the best beach experience will be achieved with the setups facing east. In the winter the sun is at a lower angle and the cooler prevailing winds can be blocked by raising the cabana hood, maximizing the warm winter sun.

Anchoring methods:

The umbrella is worked down into the sand by an experienced beach attendant and tilted to the proper angle. Over 30 years of experience has proven that this is the safest, and leaves the least environmental impact. The cabana hoods are attached to the double lounges with 5x1/4 inch, hex head, galvanized nut and bolt on each side.

At 5 PM the OBS staff begins the process of preparing the beach equipment for overnight storage. The lounges are adjusted to their original locations, the beach area is cleaned and the OBS beach equipment is stored safely and securely as per the OBS storage plan.

OBS staff keeps the beach clean and patrols the OBS areas regularly throughout the day. The lounges, chairs, umbrellas and cabanas are adjusted constantly to assure maximum enjoyment by the guests. Beach guests providing their own equipment are accommodated as any other guest visiting the beach.



Summer Setup



Winter Setup

Rental Rates

Guest Rental Rates

Oceanside Beach Service Price List Pompano Beach, Florida

Beach Setup	\$10 Hour \$30 Day
* Setup includes: 2 lounges & Umbrella or Cabana	
Lounge Chair	\$.5 Hour \$10 Day
Umbrella	\$.5 Hour \$15 Day
Boogie Board and Floats	\$.5 Hour \$15 Day
Snorkeling Gear	\$10 Hour \$25 Day
(Mask, Fins, Flag, Snorkel)	
Sand Toys And Games	Market Price
Sun Tan And Skin Care Products	Market Price
Oceanside Apparel	Market Price

Multi-day Rate Available upon request

Florida Sales Tax Applies



Hurricane Plan

Ocean Beach Services has successfully responded to three hurricanes, Francis, Jean, and Wilma, while managing our public and private beaches in South Florida. The OBS Beach Operator communicates with the proper authorities during a hurricane approach. When the hurricane condition rises to a warning level, OBS has staff and equipment at the ready to evacuate all OBS equipment to the OBS warehouse. When instructed by the designated beach authority OBS staff evacuates the beach of all OBS Beach equipment. This process takes no more than 8 hours. When beach conditions return to normal, and with the permission of the designated beach authority OBS returns the beach to operating condition within the same time frame.



Storage plan

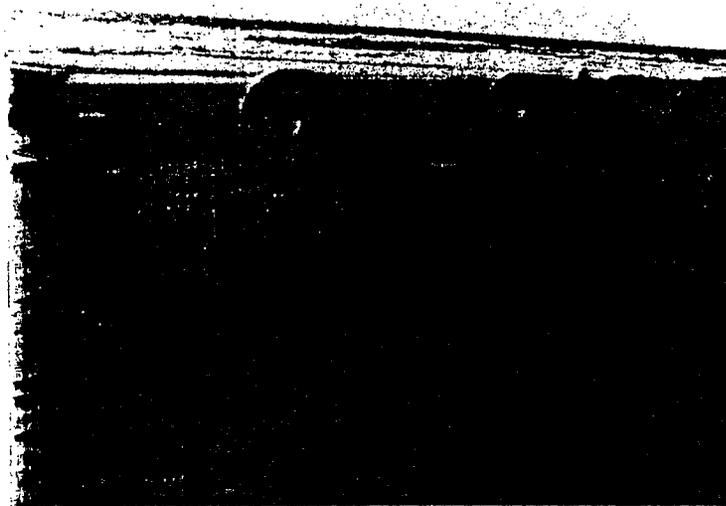
Cushions are stacked at the back of the beach covered with a waterproof mat cover and fastened with ropes ties.

Strap lounges are stacked along the back of the beach and are secured with a locked cableing system.

Foldout chairs with footrests and umbrellas are stored in beach boxes located along the back of the beach.

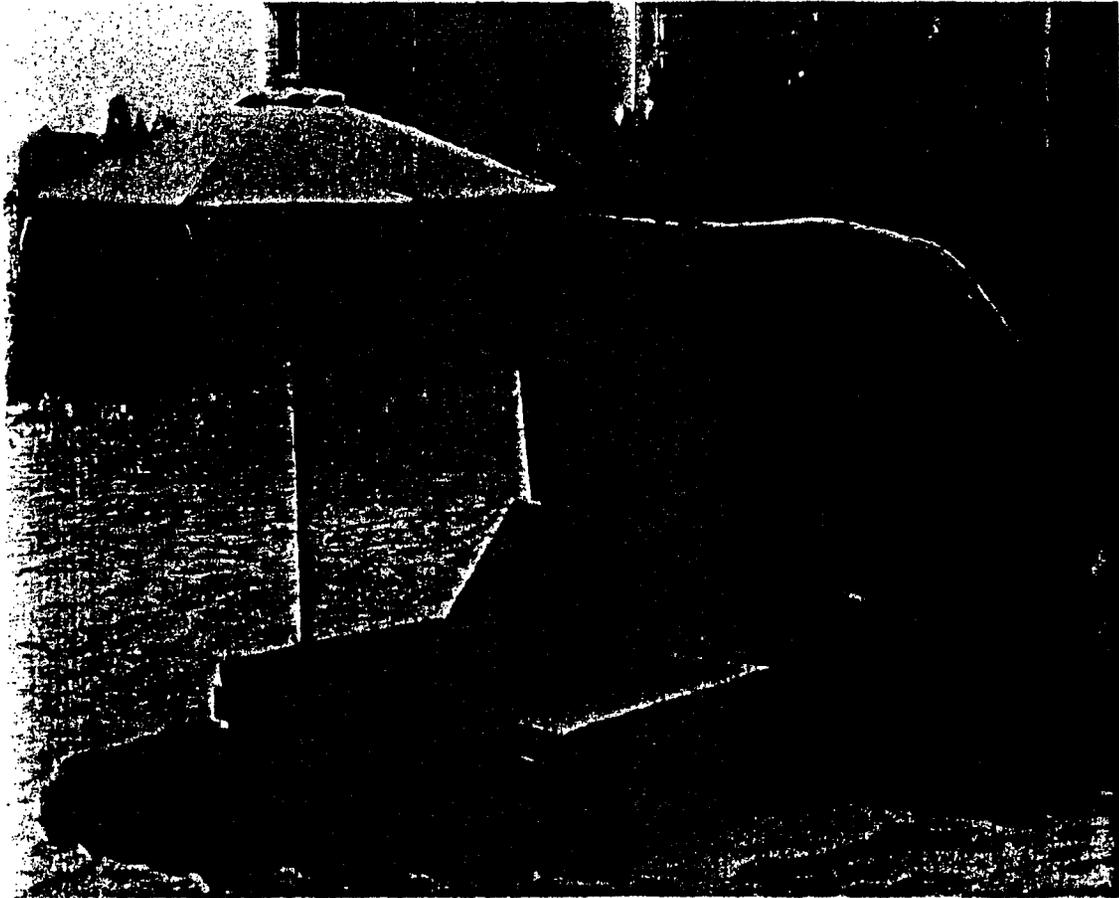
Lounges and cabana hoods are left in their original setup locations.

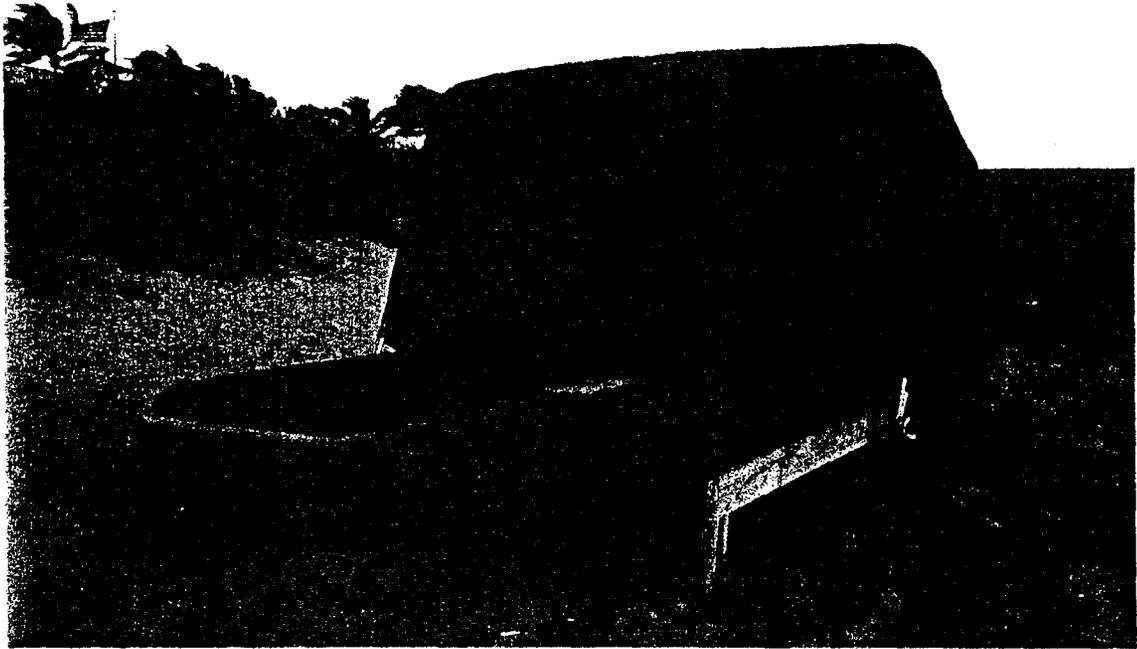
While managing the beaches for the last 30 years with increasing inventory every year OBS has experience minimal loss and damage using our current storage methods.



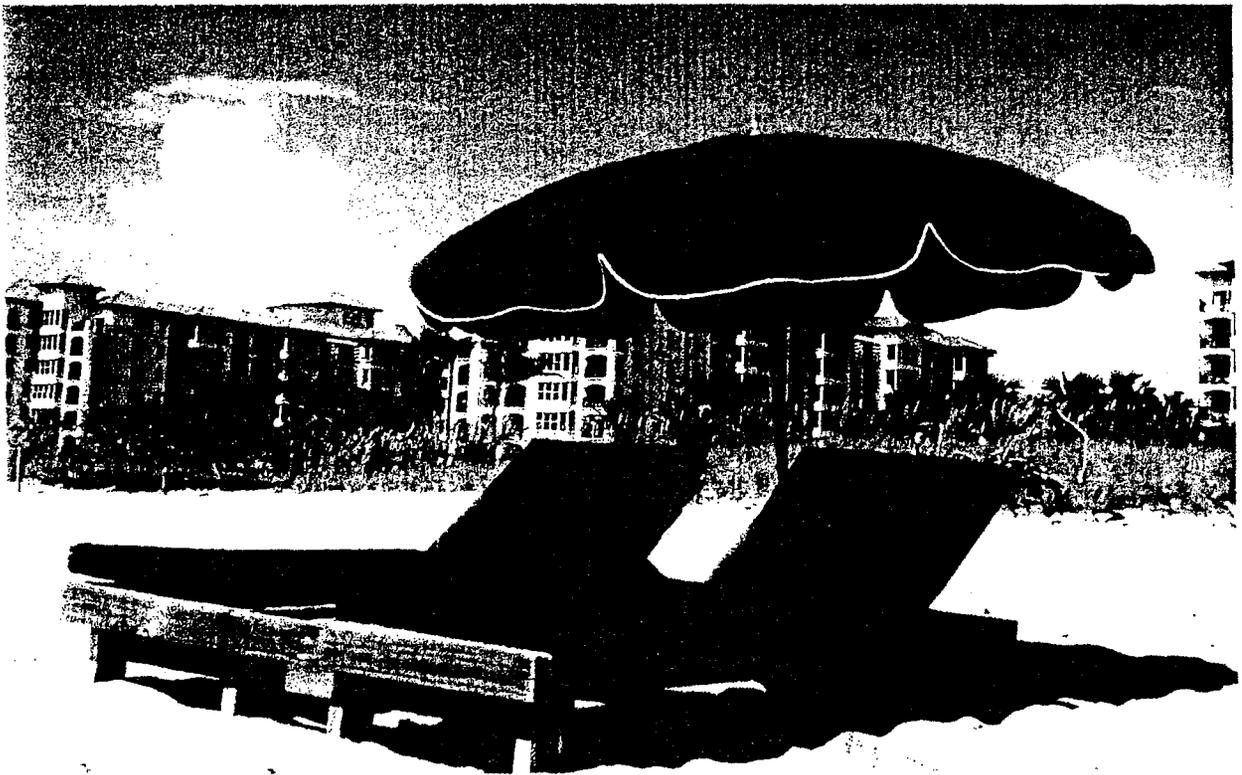
Equipment

Oceanside Beach Service will manufacture or purchase all the required equipment for the Pompano beach service contract. OBS maintains a facility in Riviera Beach where all manufacturing, storage and repair services are performed. Any equipment issues at Pompano Beach can be addressed within one hour, and as a regular part of OBS procedure the equipment is monitored and serviced on a daily basis.





Double Wooden Lounge With Table
Two Cushions ,Cabana Hood.



Double Wooden Lounge With Table
Two Cushions, Umbrella

Specifications

Strap Lounge

- **Manufacturing Company** Tropitone
- **Style** Chaise Lounge
- **Construction** Aluminium
- **Size** 79.5" x 24"
- **Weight** 19 Lbs
- **Frame Color** Off White
- **Strap Width** 2"
- **Stacking Quantity** 16

Cushion

- **Fabric** Texaline
- **Thickness** 3"
- **Color** Blue (Forest Green at Atlantic Dunes)
- **Size** 69.5" x 22.5"

Cabana

- **Manufacturing Company** Oceanside Beach Service
- **Fabric** Sunbrella
- **Size** 52" H x 47" L x 57" W
- **Construction** Aluminium Ribs and Stainless Steel Bolts
- **Color** Blue (Forest Green AT Atlantic Dunes)

Umbrella

- **Manufacturing Company** Oceanside Beach Service
- **Fabric** Sunbrella
- **Size** 7.5' H x 8' W
- **Color** Blue

Specifications

Sand Arm Chair With Foot Rest

- **Manufacturing Company** Anywhere Chair Inc.
- **Construction** Solid Oak Wood Frame With Brass Hardware
- **Size** 41" x 24"
- **Weight** 16 Lbs
- **Fabric** Sunbrella
- **Size** 41" x 24"

Double Wooden Lounge

- **Manufacturing Company** Oceanside Beach Service
- **Construction** Pressure Treated Pine With Galvanized Hardware
- **Size** 13" H x 56" W x 72" L



Umbrella/Armchairs With Footrest



Umbrella Two Strap Lounges

Additional Amenities and Services

- Oceanside Beach Service can provide rentals in addition to cabanas and beach chairs
- Boogie Boards
- Paddle Boards
- Snorkeling
- Sand And Beach Toys And Games
- Bicycles
- Floats

Marketing Plan

Oceanside Beach Service maintains a web site at www.beachservice.com. We have over 5000 current yearly members who are South Florida residents or vacationers from all over the world. Our web site is configured to give optimum, Oceanside Beach Service, and South Florida beach information to internet users anywhere in the world! Our **Oceanside Beach Club** members can take advantage of discounts at participating restaurants and shops in the South Florida area. We plan to have BeachCams at some of our locations to allow the world to see the best beaches in the world. The City of Pompano Beach will join our other, world class, beaches as not only providing a great beach experience to their residents and guests, but it opens Pompano Beach up to the 5000 **Oceanside Beach Club** members who will be notified that Pompano Beach has joined the **Oceanside Beach Club** family. Oceanside Beach Services distributes rack cards throughout South Florida which will allow the City of Pompano Beach to enjoy an ever increasing amount of visitor business going forward.

Profile

Oceanside Beach Service has been doing business in Florida for over 30 years. OBS maintains operations in Martin, Palm Beach, and Broward counties. OBS maintains a facility in Riviera Beach where we manufacture, service, and store our beach equipment. It is minutes from RT 95 with Pompano Beach less than one hour away.

Current Beach Service Operations

Oceanside Beach Service provides beach service at the following locations:

Martin County Municipal Beach	100 setups
Marriott , Hutchinson Island	50 setups
Marriott's, Ocean Pointe	100 setups
City of Riviera Municipal Beach	100 setups
Marriott Oceana Palms	75 setups
Ritz Carleton Singer Island	100 setups
Ocean Tree Condos, Singer Island	60 setups
Sugar Sands, Singer Island	30 setups
Oasis Condos, Singer Island	20 setups
Martinique II, Singer Island	40 setups
Cote D'Azur Condos, Singer Island	30 setups
Delray Municipal Beach, Delray	250 setups
Dania Municipal Beach, Dania	100 setups
Crowne Plaza, Hollywood	50 setups
Hallandale Municipal Beach, Hallandale	100 setups
City of Deerfield Municipal Beach	100 setups
City of Boynton Municipal Beach	100 setups