

Meeting Date: 9/21/15

Agenda Item 19

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

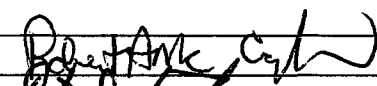
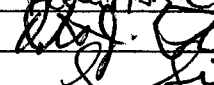
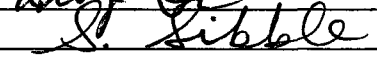

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO THE SERVICE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SHAMROCK POOL SERVICES, INC. FOR MAINTENANCE OF THE BEACHSIDE INTERACTIVE FOUNTAIN; PROVIDING AN EFFECTIVE DATE. (\$1,350 PER MONTH)


Summary of Purpose and Why:

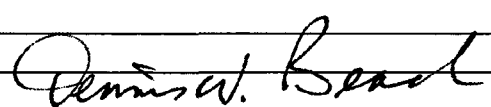
Public Works is requesting this resolution to extend the service maintenance agreement between Shamrock Pool Service, Inc. and the City of Pompano Beach to service the beachside interactive fountain for one (1) additional year term.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert A. McCaughan, Public Works Director Ext 4097
- (3) Expiration of contract, if applicable: September 30, 2016
- (4) Fiscal impact and source of funding: (\$1,350 per month) Account# 001-3060-530.46-40

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>9/8/15</u>	APPROVE	
General Services	<u>9/15/15</u>	APPROVE	
Finance	<u>9/16/15</u>	APPROVE	
Budget		APPROVE	
City Attorney	<u>9/16/15</u>	APPROVE	

Advisory Board
 Development Services Director
 City Manager 



ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading	1st Reading	Results:	Results:
_____	_____	_____	_____
2nd Reading	_____	_____	_____
_____	_____	_____	_____




City Attorney's Communication #2015-1400

August 12, 2015

TO: Robert A. McCaughan, Public Works Director

FROM: Jill R. Mesojedec, FRP, Paralegal

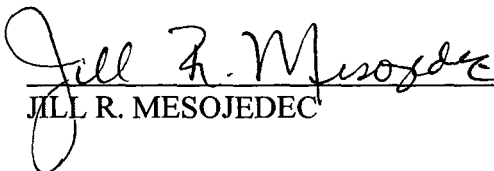
VIA: Gordon B. Linn, City Attorney 

RE: Resolution – Second Amendment / Shamrock Pool Services, Inc.

As requested in your memorandum dated August 10, 2015, Public Works Department Memorandum No. 2015-037, the above-referenced Agreement has been prepared and is attached at this time 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 SECOND AMENDMENT TO THE SERVICE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SHAMROCK POOL SERVICES, INC. FOR MAINTENANCE OF THE BEACHSIDE INTERACTIVE FOUNTAIN; PROVIDING AN EFFECTIVE DATE.

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


JILL R. MESOJEDEC

/jrm
l:cor/pw/2015-1400

Attachments

RESOLUTION NO. 2015-_____

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 SECOND AMENDMENT TO THE SERVICE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SHAMROCK POOL SERVICES, INC. FOR MAINTENANCE OF THE BEACHSIDE INTERACTIVE FOUNTAIN; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Second Amendment to the Service Agreement between the City of Pompano Beach and Shamrock Pool Services, Inc. for maintenance of the beachside interactive fountain, a copy of which Amendment 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 Amendment between the City of Pompano Beach and Shamrock Pool Services, 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

SECOND AMENDMENT

THIS SECOND AMENDMENT made and entered into this _____ day of _____, 2015, by and between:

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

and

SHAMROCK POOL SERVICES, INC., a Florida profit corporation whose address is 1401 South State Road 7, Suite B-6, North Lauderdale, Florida hereinafter referred to as "Contractor,"

WITNESSETH:

WHEREAS, the CITY entered into a Service Agreement with CONTRACTOR for maintenance of the beachside interactive fountain on October 1, 2013, ("Original Agreement"); and

WHEREAS, the parties entered into a First Amendment to the Original Agreement on September 25, 2014, approved by City Resolution No. 2014-322; and

WHEREAS, the parties have agreed to amend the Original Agreement to extend the Original Agreement for one (1) additional year.

WITNESSETH:

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

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

2. The Original Agreement dated October 1, 2013, subsequently amended on September 25, 2014, by Resolution No. 2014-322, copies of which are attached hereto and made a part hereof as Exhibit "A," shall be extended for an additional one (1) year term ending September 30, 2016.

3. All terms, covenants and conditions contained in the Original Agreement shall remain unchanged and the parties agree to keep, observe and perform all covenants and conditions contained herein.

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

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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, 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 are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

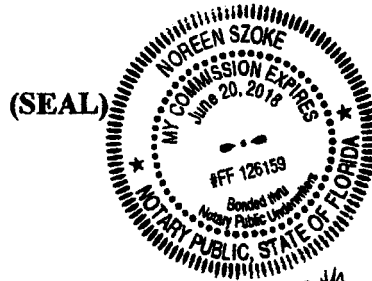
Witnesses:

SHAMROCK POOL SERVICES, INC.,
a Florida corporation

Geraldine Vila
GERALDINE VILA
Print Name

Brian J. Kelly PMS
BRIAN J. KELLY, President

Jerry Moriz
Print Name



STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of August, 2015 by Brian J. Kelly, as President of **SHAMROCK POOL SERVICE, INC.**, a Florida corporation, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Noreen Szoke
NOTARY PUBLIC, STATE OF FLORIDA
Noreen Szoke
Name of Acknowledger Typed, Printed or Stamped
FF 126159
Commission Number

GBL/jrm
8/12/15
L:agr/cor/pw/2015-1399

EXHIBIT A

original #

RESOLUTION NO. 2014- 322

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 FIRST AMENDMENT TO THE EXISTING SERVICE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SHAMROCK POOL SERVICE, INC. FOR MAINTAINANCE OF THE BEACHSIDE INTERACTIVE FOUNTAIN FOR AN ADDITIONAL ONE YEAR TERM; PROVIDING AN EFFECTIVE DATE.


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

SECTION 1. That a First Amendment to extend for one year the existing Service Agreement between the City of Pompano Beach and Shamrock Pool Service, Inc. for maintenance of the beachside interactive fountain, 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 Shamrock Pool Service, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 23rd day of September, 2014.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

FIRST AMENDMENT

THIS AMENDMENT made and entered into this 26th day of August, 2014, by and between:

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

and

SHAMROCK POOL SERVICE, INC., a Florida profit corporation whose address is 1401 South State Road 7, Suite B-6, North Lauderdale, Florida hereinafter referred to as "Contractor,"

WITNESSETH:

WHEREAS, the City entered into a Service Agreement with Contractor for maintenance of the beachside interactive fountain, ("Original Agreement"); and

WHEREAS, the parties now desire to extend the Original Agreement for one (1) additional year.

WITNESSETH:

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

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

2. The Original Agreement dated October 11, 2013, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall be extended for an additional one (1) year term ending September 30, 2015.

3. All terms, covenants and conditions contained in the Original Agreement shall remain unchanged and the parties agree to keep, observe and perform all covenants and conditions contained herein.

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

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

"CONTRACTOR":

Witnesses:

SHAMROCK POOL SERVICE, INC.,
a Florida corporation

[Handwritten signature]

[Handwritten signature]

By: *[Handwritten Signature]*
Signature

Print Name: *Brian Kelly*

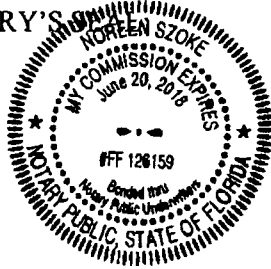
Title: *President*

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of August, 2014 by Brian J. Kelly, as President of **SHAMROCK POOL SERVICE, INC.**, a Florida corporation, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S



Noreen Szoke

NOTARY PUBLIC, STATE OF FLORIDA

Noreen Szoke

Name of Acknowledger Typed, Printed or Stamped

FF 126159

Commission Number

"CITY":

CITY OF POMPANO BEACH

Witnesses:

Betty J. Moner

By: Lamar Fisher
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: Dennis W. Beach
DENNIS W. BEACH, CITY MANAGER

Attest:

Mary L. Chambers
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved by:

Gordon B. Linn
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of September, 2014 by **LAMAR FISHER** as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

Krystal Aaron
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Krystal Aaron
Name of Acknowledger Typed, Printed or Stamped

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of September, 2014 by **DENNIS W. BEACH** as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017



NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron

Name of Acknowledger Typed, Printed or Stamped

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of September, 2014 by **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017



NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron

Name of Acknowledger Typed, Printed or Stamped

Commission Number

8/21/14

L:agr/pw/2014-1393f

EXHIBIT A

SHAMROCK POOL SERVICE, INC. ORIGINAL AGREEMENT



COPY

Phone: (954) 786-4507

**City of Pompano Beach
PUBLIC WORKS DEPARTMENT**

Fax: (954) 786-4028

MEMORANDUM NO: 2013-048

DATE: October 23, 2013

TO: Dennis W. Beach, City Manger

FROM: Robert A. McCaughan, Director of Public Works *RAM*

SUBJECT: Service Contract Agreement with Shamrock Pool Service to Maintain the Interactive Fountain

Per the Broward County Department of Health, the city must have a maintenance agreement in place prior to operating the interactive fountain located on the beach. The contractor will be responsible for checking the fountain on a daily basis to ensure it is safe for public use.

The city solicited proposals for maintenance and received only one bid from Shamrock Pool Service, who is currently maintaining the fountain.

Recommendation:

Sign the attached service agreement authorizing Shamrock Pool Services to maintain the fountain at a cost of \$1,350.00 per month through September 30, 2014.

RAM:jp

Attachment:
Service Contract Agreement

2013 OCT 25 PM 0:39

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 1st day of OCTOBER, 2013, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Shamrock Pool Services, Inc., hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide interactive fountain maintenance services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work) per Bid H-60-13, attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a one (1) year period. The start of this Agreement shall be OCTOBER 1, 2013. Contractor shall commence FOUNTAIN SERVICES services for the City and continue operation through SEPTEMBER 30, 2014.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City shall have the option to renew this contract for two (2) additional periods of one (1) year, provided that City will provide notification within sixty (60) days of termination date of its intention; OR this Contract is not subject to renewal.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$1,350.00 per month. *

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor:

Brian Kelly
1401 S. St. Rd. 7, #B-6
N. Lauderdale, FL
33068

If to City:

City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events

may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be

subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not

operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

Betty J. Moses

By: Lamar Fisher
LAMAR FISHER, MAYOR

Shelby R. Bartholomew

By: Dennis W. Beach
DENNIS W. BEACH, CITY MANAGER

Attest:

MARY L. CHAMBERS, CITY CLERK

(SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: Robert Mc Caughn

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager, and MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

G. Detail Specifications

Interactive Fountain Maintenance

Provide all necessary labor, materials, and chemicals necessary to ensure the 1,500 gallon interactive splash pad fountain meets Broward County Department of Health Public Pool/Spa standards. The fountain splash system and its components are identified per the attached plan, Sheet Number F1.

The fountain is located beach side, at the intersection of Atlantic Boulevard and Pompano Beach Boulevard in Pompano Beach.

Maintenance service includes:

Thirty times each month the following will be performed and documented with date and time of accomplishment:

1. Check and correct chemical balance (including: Total Alkalinity, P.H., Free Chlorine, Total Chlorine, Acid Demand, Stabilizer and Calcium Hardness.) Maintain a daily log of chemical readings that will be kept on site.
2. Clean surface of splash pad
3. Clean hair and lint trap
4. Clean/replace Filter as Necessary
5. Clean skimmer basket
6. Vacuum fountain surge tank as necessary
7. Calibrate chemical controllers
8. Check splash pad for hazards
9. Check sump pumps for proper operation

This contract is for cleaning, chemical, and filter service only. Any repairs, service calls, or special clean-ups due to such events as a hurricane are beyond the scope of this agreement.

EXHIBIT B
**(updated Certificate of
Insurance)**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/02/2015

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 Insurance By Ken Brown, Inc. PO Box 948117 Maitland, FL 32794-8117 David R. Griffiths	CONTACT NAME: David R. Griffiths
	PHONE (A/C, No, Ext): 321-397-3870
	FAX (A/C, No): 321-397-3888
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Amerisure Ins Company	NAIC # 19488
INSURER B: Amerisure Mutual Ins. Co	23396
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED Shamrock Pool Services, Inc.
 1401 South State Road 7 #B-6
 North Lauderdale, FL 33068

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.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL20818770301	03/12/2015	03/12/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	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) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU2087332020	03/27/2015	03/27/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC201880312	03/12/2015	03/12/2016	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER 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)

City of Pompano Beach is listed as additional insured with respect to General Liability as required per written contract.
 FAX: 954-972-9436

CERTIFICATE HOLDER **CANCELLATION**

POMPANO City of Pompano Beach PO Box 1300 Pompano Beach, FL 33061	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 <i>David R. Griffiths</i>
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CERTIFICATE OF LIABILITY INSURANCE

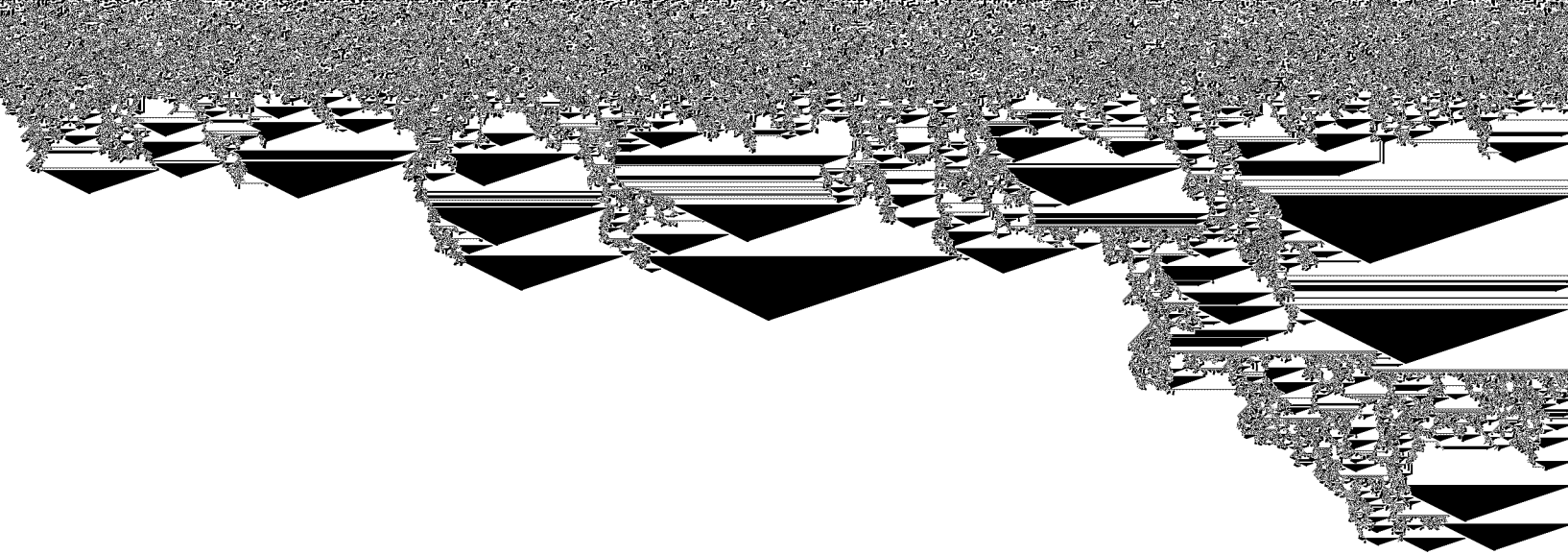
DATE (MM/DD/YYYY)
08/20/2015

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  SCOTT COLLINS AGENCY 10371 ROYAL PALM BLVD CORAL SPRINGS, FL, 33065	CONTACT NAME: ESMI QUINTANA	
	PHONE (A/C, No, Ext): 954-759-0005	FAX (A/C, No): 954-755-6738
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company		28178
INSURED SHAMROCK POOL SERVICE INC 1401 S STATE ROAD 7 UNIT B6 N LAUDERDALE, FL 33068-4617	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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		



Amerisure Companies | Commercial General Liability | 09/01/13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Policy Number GL20818770301	Agency Number	Policy Effective Date 3-12-14
Policy Expiration Date 3-12-15	Date	Account Number
Named Insured SHAMROCK POOL SERVICES INC.	Agency Insurance by Ken Brown	Issuing Company AMERISURE

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an insured any person or organization:
 - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - (2) Who is named as an additional insured under this policy on a certificate of insurance.

b. The written contract, written agreement, or certificate of insurance must:

 - (1) Require additional insured status for a time period during the term of this policy; and
 - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.

c. If, however:

 - (1) "Your work" began under a letter of intent or work order; and
 - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
 - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. **SECTION II - WHO IS AN INSURED** is amended to add the following:

If the additional insured is:

 - a. An individual, their spouse is also an additional insured.
 - b. A partnership or joint venture, members, partners, and their spouses are also additional insureds.
 - c. A limited liability company, members and managers are also additional insureds.
 - d. An organization other than a:
 - (1) Partnership;
 - (2) Joint venture; or
 - (3) Limited liability company;

executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.
 - e. A trust, trustees are also insureds, but only with respect to their duties as trustees.
3. The insurance provided under this endorsement is limited as follows:
 - a. That person or organization is an additional insured only with respect to liability arising out of:

- c. Contingent; or
 - d. On any other basis;
- unless the written contract, written agreement, or certificate of insurance requires this insurance be primary. In that case, this insurance will be primary without contribution from such other insurance available to the additional insured.
- h. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the terms of that endorsement, shown below, are incorporated into this endorsement to the extent such terms do not restrict coverage otherwise provided by this endorsement:

<p style="text-align: center;">ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)</p> <p>This endorsement modifies insurance provided under the following:</p> <p style="text-align: center;">COMMERCIAL GENERAL LIABILITY COVERAGE PART. SCHEDULE</p> <p>Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply (If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)</p> <p>WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.</p> <p style="text-align: center;">Copyright, Insurance Services Office, Inc., 1984</p> <p>CG 20 10 11 85</p>
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- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of an Insurance Services Office (ISO) endorsement, then the coverage provided under this CG 70 48 endorsement does not apply. Additional insured status is limited to that provided by the ISO endorsement.

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CG 70 48 09 13

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