

To: The Honorable Mayor and City Council

From: Alberto Destrade, Purchasing Director 

Date: May 24, 2016

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, RATIFYING THE CITY MANAGER'S EMERGENCY PROCUREMENT AND ISSUANCE OF A PURCHASE ORDER TO WESTBROOK TOWING, INC., IN THE AMOUNT OF SEVENTY FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$74,750.00), FOR THE REMOVAL OF A PARTIALLY SUBMERGED DERELICT VESSEL FROM PUBLIC WATERS, PURSUANT TO SECTION 823.11, FLORIDA STATUTES (2015) AND SECTION 7-144 OF THE NORTH MIAMI CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

---

**RECOMMENDATION**

Staff is requesting that the Mayor and City Council ratify the emergency procurement and issuance of a Purchase Order to Westbrook Towing, Inc. (Westbrook), for the removal of a derelict submerged vessel located along in the canal immediately behind 1977 N.E. 119 Road, pursuant to Section 7-144 of the City Code, for a lump sum amount of \$74,750.

**BACKGROUND**

On April 6, 2016, the City's Code Compliance Unit issued a citation requesting the removal of a 62' vessel submerged in the canal immediately behind the home located at 1977 N.E. 119 Road. This citation was subsequently followed up by the City's issuance and posting on the property of a certified notice to the owner of the vessel dated April 14, 2016, advising that the continuing presence of the submerged vessel along the canal was in violation of Section 823.11, Florida Statutes, and requesting that it be removed within ten (10) days of the notice. Lastly, the City issued and posted yet another certified notice to the owner on April 26, 2016, once again requesting the removal of this derelict vessel within three (3) days of the date of the notice.

However, despite the City's requests and reasonable opportunity given to cure the violation cited in the notice, the owner failed to comply with removal of the submerged vessel. Therefore, in view of the potential navigational and environmental hazard which the continuing presence of this sizable derelict vessel posed, the City Manager authorized staff to procure the services of a vendor on an emergency basis for the prompt removal of the vessel.

Pursuant to Section 7-144 of the City's Procurement Code, the City may undertake an emergency procurement process whenever there exists an immediate threat to public health, welfare, or safety or to prevent or minimize serious disruption of government services, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances.

Staff proceeded to request quotes from several vendors and ultimately selected Westbrook as the lowest responsive and responsible vendor to carry out the removal of the submerged vessel. The cost of the work quoted by Westbrook for the salvage, removal and disposal of this vessel is \$74,750.

An emergency Purchase Order (PO) was subsequently issued by the City to Westbrook authorizing them to proceed with the work for the lump sum amount of \$74,750. Following issuance of the PO to Westbrook, the submerged vessel was eventually salvaged, removed and disposed of by Westbrook on May 11, 2016.

In accordance with Section 7-144 of the City's Procurement Code, any such emergency procurement which exceeds \$25,000 must be submitted to City Council for ratification. Therefore, staff is hereby submitting for review and ratification the emergency issuance of this PO for the purpose of salvage, removal and disposal of the aforementioned derelict vessel.

It should be noted that pursuant to Section 823.11(3)(b), Florida Statutes, all costs incurred by the City in the relocation or removal of a derelict vessel, including costs owed to a third party, are ultimately recoverable against the vessel owner.

**FUNDING SOURCE**

Funding for this purchase order will be provided by the City's Emergency Contingency Fund.

**ATTACHMENT(S)**

City Council Resolution Ratifying Emergency Procurement  
City Notices Dated 4/14/16 and 4/26/16  
Emergency Procurement Memo – Removal & Disposal of Sunken Vessel  
Proposal - Westbrook Towing, Inc.  
Purchase Order Issued to Westbrook Towing Inc.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, RATIFYING THE CITY MANAGER’S EMERGENCY PROCUREMENT AND ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF SEVENTY-FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$74,750.00) TO WESTBROOK TOWING, INC., FOR THE REMOVAL OF A PARTIALLY SUBMERGED DERELICT VESSEL FROM PUBLIC WATERS, PURSUANT TO SECTION 823.11, FLORIDA STATUTES (2015) AND SECTION 7-144 OF THE NORTH MIAMI CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, on April 6, 2016, the City of North Miami (“City”) Code Compliance Unit issued a citation requesting the removal of a derelict vessel, partially submerged on City public waters (“Vessel”), directly behind the property located at 1977 NE 119<sup>th</sup> Road (“Subject Property”); and

**WHEREAS**, under Section 823.11, Florida Statutes (2015), it is unlawful for a person, firm, or corporation to store, leave, or abandon any derelict vessel upon any public waters of the state; and

**WHEREAS**, the North Miami Police Department (“NMPD”) determined that the Vessel obstructed or threatened to obstruct navigation, and constituted a danger to the environment, public and private property, or to persons using the public waterway; and

**WHEREAS**, on April 14, 2016, the NMPD issued and posted a notice on the Vessel and Subject Property, advising the property owner to remove the Vessel and abate the violation; and

**WHEREAS**, on April 26, 2016, the NMPD issued yet another notice to the Subject Property advising the property owner to remove the Vessel within three (3) days, to no avail; and

**WHEREAS**, despite the requests and reasonable opportunities given to cure the violation cited in the notices, the owner failed to comply with removal of the Vessel, continuing an obvious threat to property, the environment and public safety; and

**WHEREAS**, in accordance with Section 823.11, Florida Statutes (2015), the NMPD is allowed to relocate, remove, or cause to be relocated or removed a derelict vessel from public

waters and be held harmless for all damages to the derelict vessel resulting from such relocation or removal; and

**WHEREAS**, Section 7-144, City Code of Ordinances, allows the City Manager to make emergency procurements when there exists an immediate threat to public health, welfare, or safety or to prevent or minimize serious disruption of government services; and

**WHEREAS**, on April 25, 2016, the City Manager initiated the emergency procurement process due to the potential hazards arising from the position of the Vessel on a City public waterway; and

**WHEREAS**, to avoid imminent detrimental impacts, City administration determined that the most expeditious course of action was to procure, on an emergency basis, the services of Westbrook Towing, Inc., in the amount of Seventy-Four Thousand Seven Hundred Fifty Dollars (\$74,750.00); and

**WHEREAS**, Section 823.11, Florida Statutes (2015), allows all costs, including the costs owed to a third party incurred in the relocation or removal of a derelict vessel, to be recoverable against the owner of the Vessel; and

**WHEREAS**, the City administration respectfully request that the Mayor and City Council ratify the emergency procurement and issuance of a purchase order to Westbrook Towing, Inc., in the amount of Seventy-Four Thousand Seven Hundred Fifty Dollars (\$74,750.00), incurred for the removal of the Vessel; and

**WHEREAS**, the Mayor and City Council find that the emergency removal of the Vessel is warranted when the preservation of private/public property, and the public health, safety, and welfare is threatened to be diminished or jeopardized.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1. Ratification of City Manager's Emergency Procurement.** The Mayor and City Council of the City of North Miami, Florida, hereby ratify the City Manager's emergency procurement and issuance of a purchase order to Westbrook Towing, Inc., in the amount of Seventy-Four Thousand Seven Hundred Fifty Dollars (\$74,750.00), for the removal of a partially submerged derelict vessel from public waters, pursuant to Section 823.11, Florida Statutes (2015) and Section 7-144 of the North Miami Code of Ordinances.

**Section 2. Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Mayor and City Council of the City of North Miami, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
DR. SMITH JOSEPH  
MAYOR

ATTEST:

\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
JEFF P. H. CAZEAU, ESQ.  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**Vote:**

Mayor Smith Joseph, D.O., Pharm. D.  
Vice Mayor Alix Desulme  
Councilman Scott Galvin  
Councilwoman Carol Keys, Esq.  
Councilman Philippe Bien-Aime

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)



Certified Mail #7013 3020 0001 6551 4440

April 26, 2016

Mr. Maurice Symonette  
1977 NE 119 Road  
North Miami, FL 33161

Dear Mr. Symonette:

On April 14, 2016, you were sent a letter and a notice was posted on your boat because it is sunk behind the above location and considered a navigational hazard. It must be removed immediately.

You were advised that you had ten (10) calendar days to remove the boat. As that time has passed, we are notifying you that the boat will be removed in three (3) days from the date of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry M. Spring, Jr.", written over a printed name.

Larry M. Spring, Jr.  
City Manager

C Leonard Burgess, Chief of Police  
Jeff P. H. Cazeau, Esq., City Attorney



CERTIFIED MAIL NO: 7013 3020 0001 6551 4433

April 14, 2016

Mr. Maurice Symonette  
1977 NE 119 Road  
North Miami, FL 33161

Dear Mr. Symonette:

On April 5, 2016, your boat was reported as sunk behind the above location. This is a violation of the below listed State Law. This sunken boat has been deemed a navigational hazard and must be salvaged immediately.

Please make all necessary arrangements with a salvage company and comply with this State Law within 10 days of receipt of this letter. Failure to do so may constitute a lien against the vessel and the property for the costs incurred by the City. Your anticipated cooperation with this matter may preclude you from possible criminal charges.

**823.11 Derelict vessels; relocation or removal; penalty.—**

(2) It is unlawful for a person, firm, or corporation to store, leave, or abandon any derelict vessel in this state.

(3) The commission, officers of the commission, and any law enforcement agency or officer specified in s. 327.70 are authorized and empowered to relocate, remove, or cause to be relocated or removed a derelict vessel from public waters if the derelict vessel obstructs or threatens to obstruct navigation or in any way constitutes a danger to the environment, property, or persons. The commission, officers of the commission, or any other law enforcement agency or officer acting under this subsection to relocate, remove, or cause to be relocated or removed a derelict vessel from public waters shall be held harmless for all damages to the derelict vessel resulting from such relocation or removal unless the damage results from gross negligence or willful misconduct.

(5) A person, firm, or corporation violating this section commits a misdemeanor of the first degree and shall be punished as provided by law. A conviction under this section does not bar the assessment and collection of the civil penalty provided in s. 376.16 for violation of s. 376.15. The court having jurisdiction over the criminal offense, notwithstanding any jurisdictional limitations on the amount in controversy, may order the imposition of such civil penalty in addition to any sentence imposed for the first criminal offense.

Sincerely,

Larry M. Spring, Jr., CPA  
City Manager

C Chief Leonard Burgess

# MEMORANDUM

To: Larry Spring, City Manager  
From: Terry Henley, Assistant Budget Director *TH*  
Date: 4/25/2016  
RE: Sunken Boat – Use of Contingency Funds  
Cc: Arthur Sorey, Deputy City Manager

Background

There is a 62 foot yacht that is partially sunk in the canal behind 1977 N.E. 119<sup>th</sup> Road. The yacht takes up more than 1/3 of the width of the canal, which creates an immediate navigational hazard. The longer it remains in the water, the higher the likelihood that it will also become an environmental hazard. This hazard also violates Florida State Statute 823.11 (derelict vessels; relocation or removal). Below is a photo of the sunken vessel.



Recommendation

It is recommended the Police Department's request to remove the vessel (and all associated costs) be funded from the city's emergency contingency fund. The cost is estimated at \$100,000. The emergency procurement for this service will need to be ratified by Mayor and Council.

Thank you for your consideration.

*[Signature]*  
\_\_\_\_\_  
Approve      Date      4-25-16

\_\_\_\_\_  
Disapprove      Date

# Customer Quotation

Date	Quote #
24-Apr-2016	1103

## Westbrook Towing, Inc.

1940 NE 153rd Street  
 North Miami Beach, Florida 33162  
 Phone: (305) 895-0388  
 Fax: (305) 947-3105

### Quoted For:

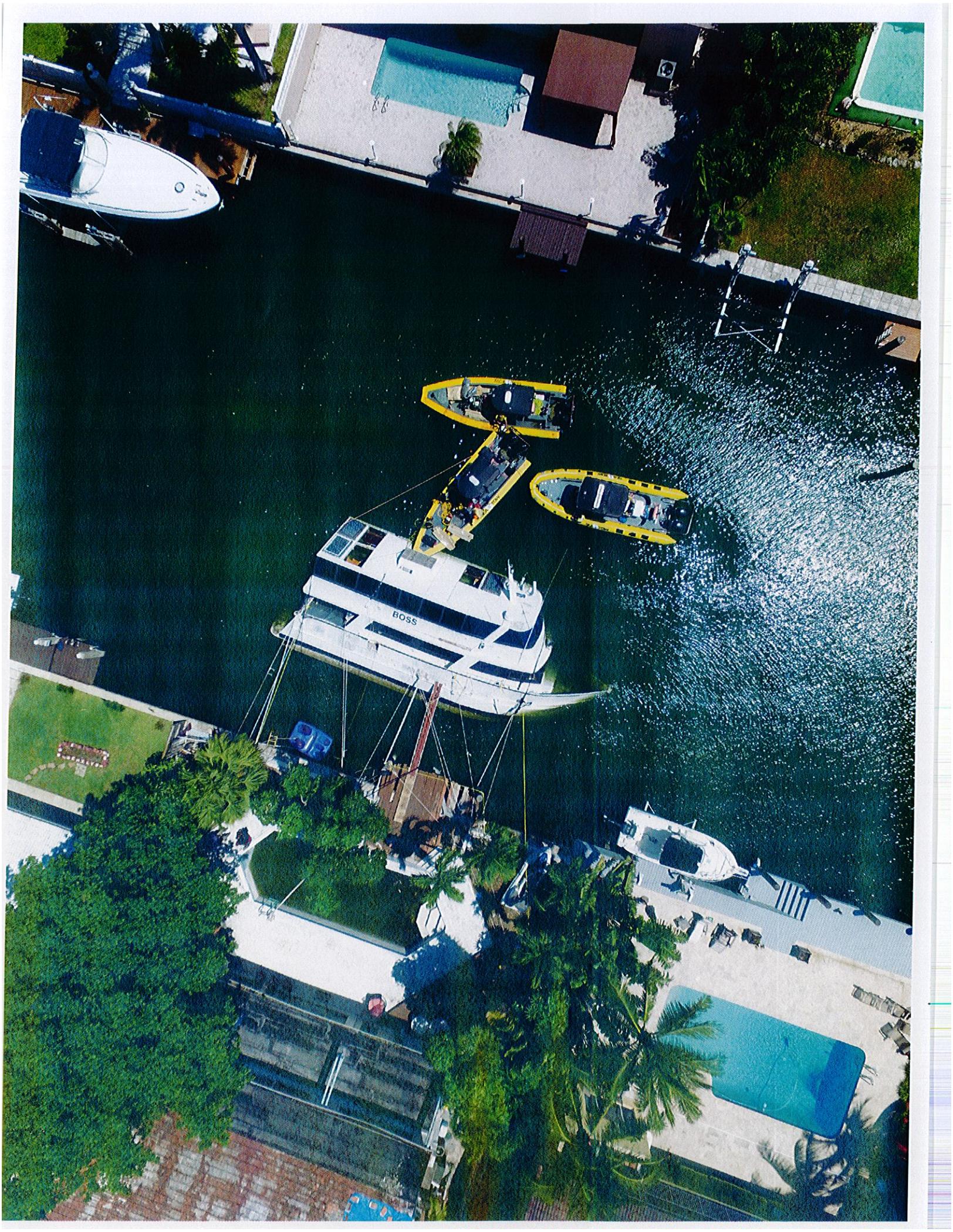
Alberto Destrade  
 North Miami Police Department  
 700 NE 124th St  
 North Miami, Florida 33161

### Summary

<b>Location:</b>	13605 Ne 3rd Ct, North Miami
<b>Destination:</b>	Westbrook NMB
<b>Reason:</b>	Water Recovery
<b>Zone:</b>	
<b>Vehicle:</b>	1779 AMF Hattaias 60' Yacht (White)
<b>Owner:</b>	
<b>VIN:</b>	
<b>Plate/Tag:</b>	
<b>Mileage:</b>	

Service	Quantity	Rate	Amount
*Service Call Class D (33,000 Lbs & Over GVW)	1.00	5,700.00	5,700.00
2nd Tow	1.00	1,700.00	1,700.00
Emergency Respond Immobilization Team	14.75	2,700.00	39,825.00
Incident Management Support Vehicle	22.80	875.00	19,950.00
Waste Disposal	1.00	3,300.00	3,300.00
Storage	3 Days		4,275.00
SERVICES AGREEMENT & METHOD OF PAYMENT MUST BE ARRANGE AT TIME OF APPROVAL		<b>Sub Total</b>	<b>74,750.00</b>
		<b>QUOTATION TOTAL</b>	<b>74,750.00</b>

The above quoted amounts are valid for 60 days from the date of this quotation.







# CERTIFICATE OF LIABILITY INSURANCE

WESTB-1 OP ID: JT

DATE (MM/DD/YYYY)

01/20/2016

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

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

<b>PRODUCER</b> Chase Insurance Agency Inc 333 N W 70 Ave; #108 Plantation, FL 33317 MIKE CHASE		<b>CONTACT NAME:</b> MIKE CHASE <b>PHONE (A/C, No, Ext):</b> 954-792-4300 <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b> 954-791-9344	
<b>INSURED</b> Westbrook Towing Inc 1940 NE 153rd St N Miami Beach, FL 33162		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> State National Ins Co Inc <b>INSURER B :</b> Hallmark Specialty Ins <b>INSURER C :</b> FUBA <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	
		<b>NAIC #</b> 12831 26808	

**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 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:	X		XNDP-00659-02	01/21/2016	01/21/2017	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
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		XNDA-00659-02	01/21/2016	01/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			77HX1634EE	01/21/2016	01/21/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	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	10652603	07/06/2015	07/06/2016	<input checked="" type="checkbox"/> PER STATUTE <input 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
A	Garagekeepers			XNDA-00659-02	01/21/2016	01/21/2017	500 Ded 1,000,000
A	On Hook & Cargo			XNDP-00659-02	01/21/2016	01/21/2017	1,000 Ded 100,000

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

Additional Insured in favor of certificate holder with respect to work performed by the Insured on their behalf

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
NORTM03  City of North Miami Attn: Risk Mgmt Division 776 NE 125th St North Miami, FL 33161		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 	

© 1988-2014 ACORD CORPORATION. All rights reserved.



Miami-Dade County, Florida  
Department of Regulatory and Economic Resources  
Business Affairs  
Towing License

05998.TL

Westbrook Towing, Inc.  
1940 NE 153rd St  
North Miami Beach, FL 33162

Expiration: 09/11/2016

A handwritten signature in black ink, appearing to be "S. J. ...".

Business Affairs  
Miami-Dade County

This registration is non-transferable. The registration/license # must be stated in all advertisements.



City of North Miami  
776 N.E.125 Street • North Miami, FL 33161 • 305-893-6511

# Business Tax/Certificate of Use Receipt

Issued Date: 10/1/2015  
Expiration Date: 9/30/2016  
Business Tax Receipt #: BT-003407

TOWING WITH AND WITHOUT CUSTOMER CONSENT VEHICLE  
STORED AT LOCATION (TOWING FOR NORTH MIAMI POLICE  
DEPT.)

WESTBROOK TOWING INC  
1940 NE 153 ST  
NO. MIAMI BEACH, FL 33162

Business Name / Address:  
WESTBROOK TOWING INC  
1940 NE 153 ST  
NO. MIAMI BEACH, FL 33162

Michael A. Etienne, Esquire, City Clerk

**NOTICE: BUSINESS TAX RECEIPT MUST BE  
TRANSFERRED WHEN BUSINESS IS MOVED  
OR SOLD.**

NON-TRANSFERABLE • POST IN A CONSPICUOUS PLACE • NON-TRANSFERABLE

002741

## Local Business Tax Receipt

Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY

7130735

BUSINESS NAME/LOCATION  
WESTBROOK TOWING INC  
1940 NE 153 ST  
NORTH MIAMI BEACH FL 33162

RECEIPT NO.  
RENEWAL  
7407877



**EXPIRES  
SEPTEMBER 30, 2016**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

OWNER  
WESTBROOK TOWING INC  
Employee(s) 3

SEC. TYPE OF BUSINESS  
213 SERVICE BUSINESS

PAYMENT RECEIVED  
BY TAX COLLECTOR  
\$45.00 07/02/2015  
ECHECK-15-156274

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

002740

## Local Business Tax Receipt

Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY

7130735

BUSINESS NAME/LOCATION  
WESTBROOK TOWING INC  
1940 NE 153 ST  
NORTH MIAMI BEACH FL 33162

RECEIPT NO.  
RENEWAL  
7407869



**EXPIRES  
SEPTEMBER 30, 2016**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

OWNER  
WESTBROOK TOWING INC  
Truck(s) 9

SEC. TYPE OF BUSINESS  
213 TOWING TRUCK  
TL05998

PAYMENT RECEIVED  
BY TAX COLLECTOR  
\$60.00 07/02/2015  
ECHECK-15-156274

# Local Business Tax Receipt

Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY



7025695

**BUSINESS NAME/LOCATION**

CB MARINE TOWING AND SALVAGE INC  
7601 E TREASURE DR 23  
NORTH BAY VILLAGE FL 33141

**RECEIPT NO.**

**RENEWAL**  
**7301773**

**EXPIRES**  
**SEPTEMBER 30, 2016**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**

CB MARINE TOWING AND SALVAGE INC  
Employee(s) 4

**SEC. TYPE OF BUSINESS**

213 SERVICE BUSINESS

**PAYMENT RECEIVED  
BY TAX COLLECTOR**

\$45.00 08/11/2015  
CREDITCARD 15-040530

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 3a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

**POLICY DECLARATIONS**

**INSURED:**           **CB Marine, LLC**  
                          **d/b/a Sea Tow Miami**  
                          189 Windsor Way, Thomson, GA 30824

**POLICY NO.:**       BOUM-M-15-0025

**COVERAGE(S):**    Section I:   Hull & Machinery  
                          Section II:  Primary Protection & Indemnity  
                          Section III: Marine General Liability / Marina Operators Liability

**EFFECTIVE:**        From:   August 20, 2015            To: August 20, 2016

**LIMIT(S):**         Section I:   Per Schedule Attached  
                          Section II:  \$2,000,000 Combined Single Limit, Each Occurrence  
                          Section III: \$2,000,000 Each Occurrence Limit (including Supplementary Payments)  
  \$2,000,000 General Aggregate Limit (all coverages including Supplementary Payments)  
  \$    2,500 Fire Damage Limit (Any One Fire)  
  \$     500 Medical Expense Limit (Any One Person)

**DEDUCTIBLE(S):**   Section I:   Per Schedule Attached  
                          Section II:  \$2,500 per occurrence  
                          Section III: \$2,500 per occurrence

**PREMIUM:**         Section I:   \$6,670  
                          Section II:  \$8,000  
                          Section III: \$1,000  
                          **Total:     \$15,670**

**CONDITIONS:**     **General Conditions**  
                          AIMU Extended Radioactive Contamination Exclusion Clause.  
                          AIMU Chemical, Biological, Bio-Chemical, & Electromagnetic Exclusion Clause.  
                          AIMU U.S. Economic and Trade Sanctions Clause.  
                          Oil Pollution Act Disclaimer Endorsement.  
                          Blanket Additional Assured / Loss Payee / Waiver of Subrogation Clauses  
                          Automatic Acquisition Clause (applicable to section I and II)  
                          Punitive Damages Exclusion.  
                          Terrorism Exclusion and Marine Buyback Endorsement.  
                          TRIA Exclusion Endorsement.  
                          Nuclear Exclusion Clause.  
                          Profit Commission Clause.  
                          Marshall & Sterling Special Conditions.  
                          **LIMITS AND DEDUCTIBLE ARE INCLUSIVE OF DEFENSE COSTS INCLUDING LEGAL FEES AND EXPENSES.**

**Section I – Hull & Machinery**  
                          American Institute Hull Clauses, excluding Collision Liability.  
                          Sue & Labor Clause.  
                          Strikes/Riots, Vandalism & Malicious Mischief Endorsement.  
                          Theft Coverage Endorsement.  
                          Commercial Hull Endorsement.  
                          Including coverage for overland transits not to exceed 50 miles.

**SECURITY:** BERKLEY OFFSHORE UNDERWRITING MANAGERS ON BEHALF OF STARNET INSURANCE COMPANY

**ASSURED:**   **CB Marine, LLC d/b/a Sea Tow Miami**

**POLICY NO.:** BOUM-M-15-0025

PAGE 2 OF 44

**Section II – Protection & Indemnity**

SP-23 P&I Form

Warranted no more than **Two (2) Roving Crew** on all vessels at any one time.

Collision & Tower's Liability Clause.

Pollution Exclusion Buy Back A.

P&I Extension Clause.

US Longshoreman and Harbor Workers Act Coverage.

**Section III – Marine General Liability**

Marine General Liability Coverage form.

Marina Operator's Liability Endorsement.

Insured Location: Non-owned docks, piers or wharves utilized by the Assured within 100 miles of their vessels' normal berth location.

WARRANTED:	1) Vessels navigating within a 100 mile radius of their normal berth location. 2) Vessels laid up from <b>(N/A or TBA)</b> to <b>(N/A or TBA)</b> . 3) Assured must provide a completed and signed Application to Underwriters within fifteen (15) days of binding.
COMMISSION:	20.0%
SECURITY:	100.0% - STARNET INSURANCE COMPANY (A.M. Best "A+", FSC XV)

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS**

## Detail by Entity Name

### Florida Profit Corporation

WESTBROOK TOWING, INC.

### Filing Information

<b>Document Number</b>	P06000116967
<b>FEI/EIN Number</b>	45-2209738
<b>Date Filed</b>	09/11/2006
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	01/29/2016
<b>Event Effective Date</b>	NONE

### Principal Address

1940 NE 153RD STREET  
NORTH MIAMI, FL 33162

Changed: 01/29/2015

### Mailing Address

2601 S BAYSHORE DR STE 850  
COCONUT GROVE, FL 33133

Changed: 01/29/2016

### Registered Agent Name & Address

Mellaw Registered Agents, LLC  
2601 SOUTH BAYSHORE DR #850  
COCONUT GROVE, FL 33133

Name Changed: 01/28/2016

Address Changed: 05/12/2011

### Officer/Director Detail

#### **Name & Address**

Title DP

SUAREZ, RAUL, JR  
1940 NE 153RD STREET  
NORTH MIAMI BEACH, FL 33133

## Title VP

SUAREZ, RAUL, JR  
1940 NE 153RD STREET  
NORTH MIAMI BEACH, FL 33133

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2014	03/28/2014
2015	04/02/2015
2016	01/28/2016

**Document Images**

<a href="#">01/29/2016 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">01/28/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/02/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/28/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/24/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/18/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/12/2011 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/26/2008 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">04/09/2008 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/11/2006 -- Domestic Profit</a>	<a href="#">View image in PDF format</a>



## TERMS AND CONDITIONS

**Entire Agreement:** The terms, specifications & drawings included in this order when duly executed constitute the entire agreement between the parties, unless otherwise stated on the face of the order. No additions or modification of waiver of the terms of this agreement shall be binding unless in writing, signed by a duly authorized representative of the City & confirmed by a representative of the vendor. This agreement shall be interpreted in accordance with the laws of the State of Florida, with venue or any action to be in Miami-Dade County.

**Deliveries:** In the event of failure to deliver the material of the quality or within the time specified, the City may cancel the order & buy elsewhere. Failure of the City to exercise this option respect to any installment shall not be deemed a waiver with respect to future installments, if any.

**Inspections:** Material shall be received subject to the City's right to inspect & test all material before acceptance. Vendor shall pay transportation costs & the cost of inspecting & testing of materials in which are rejected.

**Acceptance:** A Purchase Order if given for "immediate acceptance" by the VENDOR. Unless promptly notified to the contrary, the CITY will assume the VENDOR accepts the order as written and will make delivery as specified on the document. Payment of the good(s) covered by this order shall not constitute acceptance, only written acceptance by the City shall constitute acceptance. Shipping of any part of this order without written acceptance constitutes the vendors acceptance of order & all conditions imposed by the City, including these terms & conditions.

**Contingencies:** Neither party shall be liable for delays or default due to acts of God, government authority or public enemy, war, fires, flood, epidemics, strikes, labor, troubles, freight embargos or contingencies reasonably beyond its' controls. The party so affected, upon prompt written notice to the other party, shall be excused from making or taken deliveries to the extent of such prevention or restriction. At the City's option deliveries omitted shall be made, on notice to the vendor upon occasion of such contingency, even though such may have been operative at the date of this order.

**Government regulations:** Vendor warrants that all applicable laws & regulations of any government authority, covering this production, sale & delivery of the materials specified, have been complied with & shall indemnify & save the City harmless from & against any liability or loss resulting from Vendor's failure to so comply.

**Taxes:** City of North Miami is Tax Exempt from State and Local taxes (see number listed below).

**Warranties:** In additions to all warranties established by statute or common law, or set forth elsewhere in this order. Vendor expressly warrants that all material or services covered shall conform to all specifications, drawings, samples, & descriptions furnished, & shall be of best quality & fit & sufficient for the purpose for which purchased, merchantable of good material & workmanship & free from all patent & latent defects. The City failure to give notice to Vendor of any breach of warranty shall not discharge Vendor's liability. Without limiting the generality of the foregoing, Vendor agrees to be responsible for all defects in design, workmanship & materials which may become apparent within twelve months of receipt by the City.

**Patents:** Vendor shall protect & indemnify City against all claims, judgments & expenses arising from infringements or alleged infringement of any United States patent for any of the goods delivered. Vendor shall defend or settle at its own expense any proceeding brought against the City for such infringement provided Vendor is notified promptly of the commencement of such proceedings & is given authority, information, & assistance by the City for the defense or settlement.

**Installation:** If this order required the service of experts or employees on City's premise, such experts or employees shall not be deemed to be the agents or employee of the City. Such parties shall be subject to the City's safety rules & fire regulations. Vendor assumes full responsibility for all acts & omissions & agrees to save City harmless for any claim & to accept exclusive liability for payroll & other taxes imposed upon the employer by law. Vendor will undertake to keep the materials & premises involved free from any lien for materials & labor incident to the performance of Vendor's obligations.

**Non-disclosure:** Without prior written consent of the City in each instance, Vendor shall not reveal to a third party the details, characteristics or any information or materials made to the special order of City or use reproductions thereof in any promotional media or reveal that Vendor is purchasing the materials ordered, unless otherwise required by law.

**Assignment:** Vendor shall not assign this order or any part thereof without consent of the City. Such consent will not relieve Vendor from its obligations & liabilities.

**Changes:** City reserves right to change specifications & delivery dates. Any resultant contract difference shall be equitably adjusted, in writing.

**Occupational Safety & Health Act:** Vendor certifies that all material, equipment or other items supplied under terms of the Purchase Order meets all O.S.H.A. requirements. Vendor further certifies that, if the material, equipment, or other items, delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, or other items into compliance with the requirements shall be borne by the Vendor. MSDA sheets must accompany appropriate orders of said materials.

**Limitations of Liability:** Vendor agrees that the City shall not be liable for any damage in excess of the contract price of the materials ordered. Vendor specifically waives all special or consequential damages. All orders are shipped FOB Destination.

Contractor agrees to defend, indemnify & hold harmless the City from & against any & all claims, suits damages, liabilities, or causes of action arising during the terms of this Agreement, arising out of, related to, or in conjunction with this Agreement including personal injury, loss of life or damage to property & from & against any order, judgments or decrees which may be entered, & from & against all costs, attorney's fees, expenses & lawsuits incurred at both trial & appellate levels.

**City of North Miami Tax Exempt # is: 85-8012621653C-5 Effective 6/30/2012 thru 6/30/2017**