

RESOLUTION NO. 105-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF RITO SOTO V. CITY OF RIVIERA BEACH, CASE NO. 502013CA018185XXXMB AO, IN THE TOTAL AMOUNT OF \$150,000; AUTHORIZING GALLAGHER BASSETT TO MAKE PAYMENT ON BEHALF OF THE CITY AFTER RECEIVING A GENERAL RELEASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this case arose out of an incident that occurred on May 21, 2013, in the Avenue L area of Riviera Beach between Plaintiff, Rita Soto, and City of Riviera Beach Police Officer Charles Cheeseman; and

WHEREAS, Plaintiff incurred significant physical injuries from the incident, and in January 2014, Ms. Soto filed a lawsuit against the City, seeking damages for the pain and suffering; and

WHEREAS, the City Council held a closed executive session on September 9, 2014 and both parties participated in mediation on September 11, 2014, and have agreed to settle the case for \$150,000.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

SECTION 1. That settlement in the matter of *Rita Soto v. City of Riviera Beach, Florida, Case No.: 502013CA018185XXXMB AO*, is hereby approved in the total amount of \$150,000.

SECTION 2. That Gallagher Bassett Services is authorized to make payment on behalf of the City, after receiving a general release from Plaintiff.

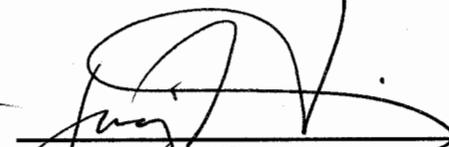
SECTION 3. That this resolution shall take effect immediately upon its passage and approval by City Council.

PASSED and APPROVED this 1st day of October, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR

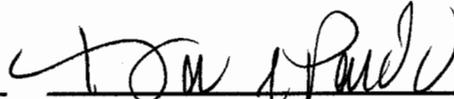


JUDY L. DAVIS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



TERENCE D. DAVIS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: D. PARDO

J. DAVIS AYE

D. PARDO AYE

T. DAVIS AYE

B. GUYTON AYE

C. THOMAS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, B.C.S., CITY ATTORNEY

DATE: 10/1/14

RESOLUTION NO. 106-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THIS CONTRACT REINSTATING AND AMENDING THE EXPIRED INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA, AND THE CITY OF RIVIERA BEACH, FLORIDA; ACCEPTING FUNDING IN THE AMOUNT OF \$145,802 FOR THE CONTINUATION OF REENTRY SERVICES; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP A BUDGET FOR THE SAME AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the parties, Palm Beach County, through its Criminal Justice Commission ("CJC"), and the CITY, entered the Original Agreement (R-2014-0319) on January 7, 2014, with an expiration date of September 30, 2014, for a total contract price not to exceed \$83,400; and

WHEREAS, the CITY's responsibilities under the Original Agreement are to provide ex-offender reentry services consistent with the County's Reentry Initiative and the goal of reducing recidivism, as referenced in Section 1 (Services – Scope of Work) of the Original Agreement and more fully outlined in the "Scope of Work" marked as Exhibit "A"; and

WHEREAS, the Parties have agreed to extend the expiration date by one year referenced in Section 2 (Term of Contract) of the Original Agreement, requiring an amendment to both Section 2 and the Budget referenced in Section 3 (Payments to the City), said Budget marked as Exhibit "B" in the Original Agreement, increasing the contract price in an amount not to exceed \$62,402; and

WHEREAS, the parties further agree to amend the budget related terms by authorizing the Executive Director of the CJC to adjust line items in the budget of up to 10% of the total contract price.

WHEREAS, the parties mutually desire to reinstate and amend the terms of the Original Agreement entered on January 7, 2014 and filed on March 11, 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the Mayor and City Clerk are authorized to execute the contract reinstating and amending the expired Interlocal Agreement between the City of

RESOLUTION NO. 106-14
PAGE 2

Riviera Beach and the Board of County Commissioners, Palm Beach County for the Justice Service Center.

SECTION 2. The Director of Finance and Administrative Services is authorized to set up a budget for the same:

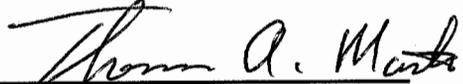
<u>Revenues</u>	
JSC Revenue	\$145,802
<u>Expenditures</u>	
Personnel	\$107,953
Operational/Expenses	\$37,849
Total \$ 145,802	

SECTION 3. This Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED this 1ST day of OCTOBER, 2014.

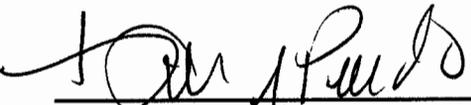
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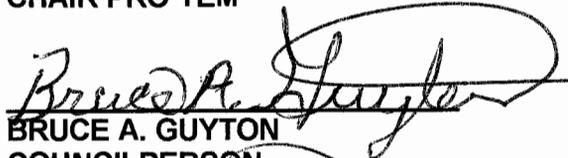
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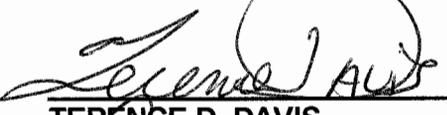

THOMAS A. MASTERS
MAYOR

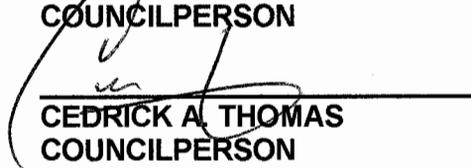

JUDY L. DAVIS
CHAIRPERSON


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


BRUCE A. GUYTON
COUNCILPERSON


TERENCE D. DAVIS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: D. PARDO

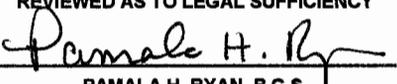
J. DAVIS AYE

D. PARDO AYE

B. GUYTON AYE

T. DAVIS AYE

C. THOMAS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, B.C.S.
CITY ATTORNEY

DATE: 10/1/14

RESOLUTION NO. 107-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A CONTRACT REINSTATING AND AMENDING EXPIRED THE INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA AND THE CITY OF RIVIERA BEACH, FLORIDA; ACCEPTING FUNDING IN THE AMOUNT OF \$264,700 FOR THE CONTINUATION OF REGIONAL AND STATE TRANSITIONAL OFFENDER RESTORE INITIATIVE; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP A BUDGET FOR THE SAME AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the parties, Palm Beach County, through its Criminal Justice Commission ("CJC"), and the CITY, entered the Original Agreement (R-2014-0318) on January 7, 2014, with an expiration date of September 30, 2014, for a total contract price not to exceed \$132,350; and

WHEREAS, the CITY's responsibilities under the Original Agreement are to provide ex-offender reentry services consistent with the County's Reentry Initiative and the goal of reducing recidivism, as referenced in Section 1 (Services – Scope of Work) of the Original Agreement and more fully outlined in the "Scope of Work" marked as Exhibit "A"; and

WHEREAS, the Parties have agreed to extend the expiration date by one year referenced in Section 2 (Term of Contract) of the Original Agreement, requiring an amendment to both Section 2 and the Budget referenced in Section 3 (Payments to the City), said Budget marked as Exhibit "B" in the Original Agreement, increasing the contract price in an amount not to exceed \$132,350; and

WHEREAS, the parties further agree to amend the budget related terms by authorizing the Executive Director of the CJC to adjust line items in the budget of up to 10% of the total contract price.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the Mayor and City Clerk are authorized to execute the contract reinstating and amending expired Interlocal Agreement between the City of Riviera Beach and the Board of County Commissioners, Palm Beach County for the Justice Service Center.

SECTION 2. The Director of Finance and Administrative Services is authorized to set up a budget for the same:

<u>Revenues</u>	
JSC Revenue	\$264,700
<u>Expenditures</u>	
Personnel & Fringe Benefits	\$ 246,787
Operational Expenses	\$17,913
Total	\$264,700

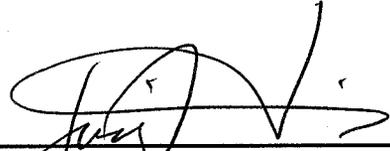
SECTION 3. This Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED this 1ST day of OCTOBER, 2014.

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APPROVED:


THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


BRUCE A. GUYTON
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TERENCE D. DAVIS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: D. PARDO

J. DAVIS AYE

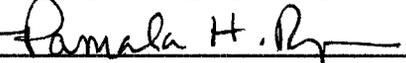
D. PARDO AYE

B. GUYTON AYE

T. DAVIS AYE

C. THOMAS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA H. RYAN, B.C.S.
CITY ATTORNEY

DATE: 10/1/14

RESOLUTION NO. 108-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH GALLAGHER BASSETT SERVICES AND AUTHORIZING THE DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES TO MAKE MONTHLY PAYMENTS FROM THE INSURANCE LIABILITY FUND ACCOUNT NO. 602-0539-513-0-3101 UP TO THE AMOUNT OF \$89,394 FOR CLAIMS ADMINISTRATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Gallagher Bassett Services, Inc. submitted a proposal for Claims Administration and Loss Control Services; and

WHEREAS, Gallagher Bassett Services, Inc. has positively performed while providing Claims Administration and Loss Control Services to the City of Riviera Beach.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

SECTION 1. That the Director of Finance & Administrative Services is authorized to make monthly payments from Account No. 602-0539-513-0-3101 in the amount not exceeding \$89,394.00 to Gallagher Bassett Services.

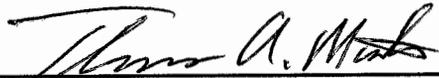
SECTION 2. This Resolution shall take effect immediately upon its passage and approval by the City Council.

SECTION 3. A copy of the agreement is attached hereto and made a part hereof.

SECTION 4. This Resolution shall take effect upon its passage and adoption.

PASSED AND APPROVED this 1st day of October, 2014.

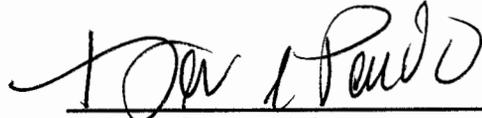
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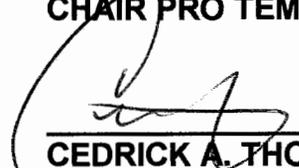

THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

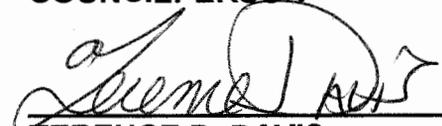
ATTEST

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON


BRUCE A. GUYTON
COUNCILPERSON


TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: D. PARDO

J. DAVIS AYE

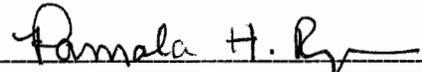
D. PARDO AYE

C. THOMAS AYE

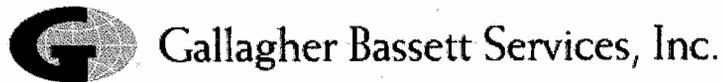
B. GUYTON AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, B.C.S.
CITY ATTORNEY

DATE: 10/1/14



THIRD PARTY ADMINISTRATOR AGREEMENT

This Third Party Administrator Agreement (“Agreement”) is made and entered into as of October 1, 2014 (“Effective Date”) by and between **Gallagher Bassett Services, Inc.**, a Delaware corporation together with its subsidiaries and affiliates (“GB”) with its principal place of business at Two Pierce Place, Itasca, Illinois 60143 and **City of Riviera Beach, FL**, with its principal place of business at 2051 Martin Luther King, Jr., Port Center Building, 3rd Floor, Riviera Beach, FL 33404 (“CLIENT”).

WHEREAS, GB provides certain third party administration services; and

WHEREAS, CLIENT desires to retain GB to provide certain third party administration services and GB desires to provide such services to CLIENT.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Section 1 **Definitions:** As used in this Agreement, the following terms shall have the meanings set forth below.

Allocated Expenses. Any cost or expense incurred by CLIENT or by GB in connection with any services of any third party provided in connection with any investigation, adjustment, settlement or defense of a Claim. Allocated Expenses shall include, but not be limited to, the following costs and expenses whether directly incurred by GB for CLIENT or charged to GB by third parties: all costs and fees for any and all legal services, court costs and costs of suit, professional photographs, medical records, experts’ rehabilitation costs, accident reconstruction, architects, contractors, engineers, police, fire, coroner, weather or other such reports, property damage appraisals, costs for witness statements, outside resources or adjusters, official documents and transcripts, sub rosa investigations, medical examinations, subrogation, second injury fund recovery, travel made at CLIENT’s request, court reporters, fees for service of process, pre- and post-judgment interest paid, chemists, Data Intelligence Self-Service Reports, collection costs or any other similar costs, any fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss, managed care, outside investigation, index bureau reporting, file management and retrieval, services provided by GB and outside vendors to assist the CLIENT in compliance MMSEA, and legal bill auditing.

Annual Service Period. The first Annual Service Period shall be the twelve consecutive months following the Effective Date. If this Agreement is extended as provided herein, subsequent Annual Service Periods shall be the twelve consecutive months following the annual anniversary of the Effective Date.

Claim. Any report of injury or accident (first or third party) alleging or resulting in injury, damage, or loss which could give rise to a demand for the payment of money.

Claimant. Any person or entity, who directly or indirectly submits a Claim to GB.

Claims Administration Services. All claim administration services GB performs or is obligated to perform for CLIENT under this Agreement or applicable law, including but not limited to the services described in Sections 2 and 4 below.

CMS. The Centers for Medicare and Medicaid Services under MMSEA.

Confidential Information. Information furnished by either party hereto or its representatives (“Disclosing Party”) to the other party (“Receiving Party”) whether furnished before, on or after the Effective Date, regardless of the manner furnished relating to the business, Claimant, customers, products and affairs of the Disclosing Party (including without limitation, marketing, information) deemed or treated confidential by the Disclosing Party, or which the Receiving Party knows or reasonably should have known to be confidential, and trade secrets, including without limitation designs, processes, pricing policies, methods, inventions, technology, technical data, and financial information. Confidential Information shall not include information concerning Disclosing Party which (a) is or becomes generally available to the public or within the industry to which such information relates other than as a result of a breach of this Agreement by the Receiving Party, or (b) at the time of disclosure to Receiving Party by Disclosing Party was already known by Receiving Party as evidenced by its written records, or (c) becomes available to the Receiving Party on a non-confidential basis from a source that is entitled to disclose it on a non-confidential basis, or (d) was or is independently developed by or for the Receiving Party without reference to the Confidential Information.

Data Intelligence Self Service Reports. Ad hoc reports that are uniquely developed by GB for CLIENT. These reports will require sophisticated or additional resources, or a substantial amount of time to compile.

Discretionary Settlement Authority. The amount up to which GB is authorized to make payment, for loss or expense, as GB deems necessary. This amount is set forth on Exhibit A attached hereto.

Incident (electronic and manual). An Incident is a loss reported electronically through ClaimLine and/or the web, or set up manually at the branch. GB will review the Incident and make a courtesy call (if necessary) to determine if it is a claim or Incident. GB will have full discretion in the determination and handling of these Incidents and/or their conversion into claim status.

Liability Claims. Third party Claims for which CLIENT may be legally obligated. Third-party claims will be managed and administered in accordance with our product guidelines.

Managed Care. Any services provided to, or related to, a Claimant pertaining to medical care and any information related thereto, including, but not limited to, preferred provider organization networks, state fee scheduling, usual, customary and reasonable bill review, medical case management and vocational rehabilitation network, utilization review services, light-duty and return-to-work programs, prospective injury management services, hospital bill audit services, wholesale pharmaceutical network, and retail pharmaceutical network.

MIR. Mandatory Insurer Reporting under MMSEA.

MMSEA. Medicare, Medicaid, and SCHIP (State Children’s Health Insurance Program) Extension Act of 2007 (P.L. 110-173).

Program. Qualified Claims handled by GB on behalf of CLIENT pursuant to this Agreement.

Property Claims. Third party Claims involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.

Qualified Claim. A Claim GB is authorized and required to handle pursuant to this Agreement.

RISX-FACS®. GB's proprietary risk management information system.

RRE. Responsible Reporting Entity under MMSEA.

Service Fees. Fees billed by GB to CLIENT for or related to the services provided for in this Agreement. Such Service Fees shall include, but not be limited to, those fees provided for on Exhibit A incorporated herein and attached hereto.

Service Instructions. Instructions on file with GB, as drafted by GB and CLIENT covering the process for handling Qualified Claims for CLIENT.

Workers' Compensation - Medical Only Claim. A medical only claim is a work-related Claim that meets the following criteria: (i) payments for either indemnity or vocational rehabilitation were not required, (ii) the Claim has not become contested or in suit, (iii) investigation to determine compensability or subrogation requirements was not required, (iv) no loss notices, captioned reports, client meetings (other than routine meetings where the claim is listed and noted) or settlement authority approvals were required, and (v) payments on the Claim have not exceeded \$2,500.

Workers' Compensation - Indemnity Claim. An indemnity claim is a Workers' Compensation claim that is not a Medical Only Claim.

Section 2 Obligations of GB.

2.1 With regard to Claims administration, GB shall provide the following services:

- a. Review each Claim and loss report submitted by the CLIENT.
- b. Investigate each Qualified Claim to the extent deemed necessary based on GB's reasonable professional opinion.
- c. Maintain a record for each Qualified Claim that shall be available for review by the CLIENT.
- d. Adjust, settle or resist all Qualified Claims within the Discretionary Settlement Authority limit or, with specific approval (or, as appropriate, acknowledgement) of the CLIENT, if outside the Discretionary Settlement Authority limit.
- e. Perform necessary and customary administrative and clerical work in connection with each Qualified Claim, including to the extent applicable the preparation of checks or vouchers, releases, agreements and other documents needed to finalize a Qualified Claim.
- f. Establish and update Claim reserves as needed.
- g. Assist the CLIENT in establishing a banking arrangement for loss and expense payments as set forth in Section 4 of this Agreement.

- h. Notify only CLIENT's agent or carriers which are specifically listed with detailed contact and timing information in the Service Instructions, as set forth in the Service Instructions, of all Qualified Claims which may exceed the CLIENT's retention or deductible and, if set forth in the Service Instructions, provide information on the status of such Qualified Claims as set forth in the Service Instructions.
- i. Coordinate investigations on litigated Claims with attorneys representing CLIENT and with representatives of the carrier, as required.
- j. Investigate and pursue subrogation possibilities on behalf of CLIENT in all states permitting subrogation. Funds received from all subrogation collections, less Allocated Expenses, shall be considered revenue of CLIENT or its carrier as appropriate.
- k. Maintain an automated loss and information system, and provide CLIENT with reports from RISX-FACS® as set forth in the Service Instructions.
- l. Provide forms, as determined by GB, needed to administer CLIENT's Program.
- m. Provide ad hoc information, analysis, reports and services as requested by CLIENT. If the size, volume or frequency of such reports becomes overly burdensome or granular such that it is necessary to engage resources outside of GB's existing resources; GB reserves the right to charge a reasonable fee for reports on a time and expense basis.
- n. Assist CLIENT, as necessary, in selecting appropriate experts or specialists as each Claim may require.
- o. Provide personnel needed to perform the services agreed to herein.
- p. GB or CLIENT's designated third party shall be responsible for performing MIR reporting on Qualified Claims on behalf of CLIENT. CLIENT acknowledges that the only way to make certain Medicare's interests are protected and CLIENT is insulated from future liability concerning any conditional or future medical payments made by Medicare is through an appropriate settlement allocation.
- q. With respect to self-insured qualification, as requested by CLIENT in writing, assist CLIENT in the filing of periodic reports and renewal applications required by state administrative agencies.
- r. Report fraudulent or suspected fraudulent claims to state authorities as required by law.
- s. Perform obligations under this Agreement in compliance with all federal and state laws that are applicable to the Qualified Claims.

2.2 **Risk Control Consulting.** GB shall provide those risk control consulting and appraisals or other services, set forth in Exhibit A or otherwise provided herein.

2.3 **Discretionary Settlement Authority.** The limit on any settlement payment by GB shall be the Discretionary Settlement Authority. It is agreed that GB shall have full authority in all

matters pertaining to the payment, processing, investigation and administration of Qualified Claims or losses within this limit.

- 2.4 **Reporting.** GB shall be responsible for reporting to carriers Qualified Claims only as specifically set forth in the Service Instructions. GB has no responsibility to report Claims other than as specifically agreed to in this Agreement.
- 2.5 GB also agrees to perform GB's obligations according to the Service Instructions approved by GB and on file with GB, as may be amended from time to time.
- 2.6 Except as provided in this Agreement, GB shall have no obligation to provide any other services to CLIENT. GB shall have no obligation to store or preserve evidence relevant to any Claim or potential Claim.
- 2.7 Notwithstanding any of the above provisions in Section 2, to the extent any of the provisions in Section 2 of this Agreement obligate GB to share with CLIENT information which would, but for disclosure to the CLIENT, be protected by attorney-client privilege, GB shall have no obligation to share such information with CLIENT.

Section 3 Obligations of CLIENT.

- 3.1 CLIENT shall pay GB for services the sums set forth in Exhibit A.
- 3.2 CLIENT shall report all Qualified Claims to GB. CLIENT shall report each Qualified Claim to GB in a timely manner to allow GB to submit the first reports of injury for each Qualified Claim to the applicable state and to comply with all applicable laws, rules and regulations.
- 3.3 CLIENT or its carrier shall provide funds for the payment of Qualified Claims, Allocated Expenses, bank charges and any fees related to Managed Care services, if applicable. GB shall not be required to advance funds to pay losses, Allocated Expenses, bank charges, or Managed Care services fees. In the event that GB, in its discretion, advances funds to pay amounts owed by CLIENT in any respect, CLIENT agrees to repay such funds to GB immediately on demand by GB. In the event CLIENT fails to repay such funds within 30 days of demand by GB, CLIENT agrees to also pay to GB interest on the outstanding principal amount of such funds due to GB at the lesser of 1% per month or the maximum rate allowed by law.
- 3.4 CLIENT acknowledges and agrees that CLIENT or CLIENT's insurance carrier has an obligation to perform MIR as set forth in Section 111 of the MMSEA. CLIENT agrees to properly register (or, as appropriate, to cause its insurance carrier to properly register) with the CMS as the RRE and to provide to GB all relevant information including the RRE Identification Number(s) assigned, and properly designated a MIR reporting agent acceptable to GB. CLIENT agrees that for each and every claim reported to GB in which CLIENT possesses the information, CLIENT shall provide the following information as soon as required to comply with applicable law and avoid fines and penalties: claimant's first and last name, social security number, date of birth and gender. CLIENT consents to the disclosure of any required information to GB's designated third party for processing CLIENT's MIR. CLIENT further understands that there may be fees associated with the third party's services in order to facilitate proper claim handling under MMSEA, which fees

will properly be Allocated Expenses. CLIENT acknowledges receipt of the third party's schedule of service fees associated with proper claim handling under MMSEA.

- 3.5 CLIENT acknowledges that the only way to make certain Medicare's interests are protected and CLIENT is insulated from future liability concerning any conditional or future medical payments made by Medicare is through an appropriate settlement allocation. GB recommends this approach for CLIENT's protection. If CLIENT chooses to proceed with settlement without incurring the cost of a settlement allocation, CLIENT will not be insulated from future claims for reimbursement of amounts paid by Medicare and related costs.
- 3.6 CLIENT shall pay all fees and assessments in connection with the reports and renewal applications filed in accordance with this Agreement.
- 3.7 CLIENT shall perform its obligations provided for in this Agreement in compliance with all applicable federal and state laws.
- 3.8 All information provided by CLIENT to GB is true and accurate to the best of its knowledge and may be relied upon by GB.

Section 4 Banking - SIMMS

- a. GB shall provide an on-line check data and banking arrangement through Citibank. The account will be funded by CLIENT or CLIENT'S carrier and maintained with a cash management program. GB will assist CLIENT in establishing the initial imprest or opening balance (sometimes referred to as escrow) of the fund by providing information based on paid loss history and similar factors. At no time will GB be required to provide any of its own funds for payment. GB reserves the right at any time to request CLIENT pre-fund any large payments that may deplete the imprest. Any bank charges resulting from inadequate funding including, but not limited to, interest, stop payment charges and overdraft fees shall be the obligations of CLIENT or carrier and shall be paid by CLIENT or carrier upon demand by GB.
- b. In the event of cancellation or nonrenewal of this Agreement, CLIENT agrees to fund Citibank in an amount sufficient to fund all of CLIENT's outstanding obligations as they become due.
- c. If CLIENT fails to adequately fund as set forth above, GB may suspend banking upon notice to CLIENT (i.e., adjusters unable to issue new payments) or shut down the bank account entirely (i.e. no outstanding checks will clear) to prevent the balance from going below zero. CLIENT agrees to indemnify, defend, and protect GB from any fines or penalties incurred as a result of the bank account being suspended due to CLIENT's failure to fund. As soon as CLIENT properly funds, GB will re-activate the bank account.
- d. If CLIENT or its carrier on more than one occasion fails to provide adequate funding, GB shall have the right to convert CLIENT's program to either daily clearance or voucher upon 48 hours notice to CLIENT. This right shall be without prejudice to other rights of GB under this Agreement.

Section 5 Payment and Collection Matters.

5.1 **Service Fees and Other Charges.** CLIENT shall pay the Service Fees and any and all other charges as provided herein and as billed by GB. Service Fees are payable by CLIENT immediately upon receipt of an invoice. GB reserves the right to charge and CLIENT agrees to pay the lesser of 1% per month, or the maximum legal rate, on balances unpaid by CLIENT after 30 days.

5.2 **Change in Circumstances.** Upon 60 days notice, GB reserves the right to modify fees if in the reasonable discretion of GB, GB determines either of the following:

a. That the historical data upon which GB's fees and service charges developed were based upon erroneous, obsolete or insufficient information, or that a change in CLIENT's business will materially change the nature and/or volume of its business or claims as contemplated at the inception of the Agreement.

By way of illustration only and not limitation, it shall be presumed that historical data was erroneous or obsolete or a material change has occurred in client's business if the ratio of medical only to indemnity files or the ratio of run-in to new files changes such that it results in at least a ten percent variance from the data upon which a quote was provided, or if requested settlements or reserve changes are repeatedly not approved within 30 days of request.

b. Legislative and/or regulatory requirements materially impact or change the scope of GB's services or responsibilities.

5.3 **Taxes.** CLIENT shall be responsible for and pay GB any and all applicable taxes, duties, and assessments, including but not limited to sales, use, ad valorem and excise taxes, duties and assessments, which are assessed, levied or imposed by any governmental entity or tax authority in connection with any services rendered by GB hereunder. Furthermore, CLIENT shall be responsible for and pay any interest or penalties assessed on such tax for non-payment of such taxes by CLIENT.

5.4 **Claim Charges.** The Claim charge is applicable on a per occurrence, per Claimant, per line of coverage basis as defined in the RISX-FACS® system.

5.5 **Non-U.S. Dollar Transaction.** In the event that GB handles any non-U.S. Dollar Claims, CLIENT understands and recognizes that currency exchange rates are subject to change without notice and are not within the control of GB. CLIENT agrees that GB will be held harmless from any additional charges, fees or expenses incurred by CLIENT because of such currency rate fluctuations.

5.6 **Managed Care and Other fees.** At no additional cost to CLIENT, Managed Care or other vendors may pay GB an administrative fee in exchange for bona fide administrative services. Alternatively, GB may take certain fees in wholesale/retail relationships in which GB provides a service and subcontracts that service to another vendor. The administrative services may include, but not be limited to, overhead costs for the oversight and management of vendors which includes the development and oversight of quality standards, development and maintenance of EDI interfaces and reports, monitoring of vendor performance, and ensuring proper mandatory state compliance and reporting. It is

understood by the parties that the administrative costs as described are to be borne solely by GB and will not be a factor in determining the costs to GB of administering CLIENT'S Claims under this Agreement.

- 5.7 **Gallagher Bassett Investigative Services:** Database investigative searches are included in all Gallagher Bassett Claims Services Programs at a set rate per report. Costs for investigative services include a fee for the services provided by GB that is not passed on to partners in the program. These services include oversight and administrative activities associated with managing the program and our partners, the development and monitoring of quality standards and performance metrics, development and maintenance of necessary software interfaces, auditing and information management and reporting. Furthermore, we provide data necessary for regulatory compliance and file required reports.
- 5.8 **Survival.** CLIENT'S obligations provided for in this Section 5 shall survive the termination of this Agreement.

Section 6 Confidentiality & Security

- 6.1 **General.** In connection with the services provided hereunder, each party may disclose Confidential Information to the other. Each party agrees that it will not disclose any Confidential Information concerning the other to any third party without the prior written consent of the other party. Notwithstanding the foregoing, each party shall be permitted to disclose Confidential Information to its parent, affiliates, subsidiaries, employees, directors, officers, independent contractors, agents, partners, attorneys, or vendors that have a need to know the Confidential Information. GB may use statistical information or other data, so long as the CLIENT's name and/or confidential data are adequately protected. If any information shared by CLIENT under this Agreement is deemed protected health information under the Health Insurance Portability and Accountability Act, as amended, this Agreement is deemed to incorporate all of the terms otherwise required to be included in a business associate contract relating to such information.
- 6.2 Nothing in this Agreement shall be deemed to prevent the Receiving Party (as defined in Section 1 under the definition of Confidential Information) from disclosing any Confidential Information of the Disclosing Party (as defined in Section 1 under the definition of Confidential Information) when requested or required to do so by a subpoena, civil investigative demand, other legal process, or by the authority of any State or Federal administrative agency or governmental body. In the event that the Receiving Party or its representatives become legally compelled to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of such requirement in order that the Disclosing Party may seek a protective order, other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order, other remedy or waiver is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information that, in the opinion of the Receiving Party's counsel, is legally required to disclose and shall exercise reasonable efforts to preserve the confidentiality of the Disclosing Party's Confidential Information.
- 6.3 Each party shall keep the terms of this Agreement confidential.

Section 7 Records Retention.

- 7.1 GB will retain claim files in storage facilities for ten (10) years following date of closure of the Claim unless otherwise required by contract or law. Thereafter, it will be the CLIENT's responsibility for continued file storage either based on a reassignment of that responsibility with the storage facility from GB to the CLIENT, or by return of the files to the CLIENT or to such location as may be designated by the CLIENT. GB will not be responsible for the destruction of files, but will have indicators in the storage data base available to the CLIENT as to which files can be considered for destruction should the CLIENT wish to pursue such action independently. Electronic records will be maintained consistent with GB's policies and, if applicable, the requirements of the CLIENT's insurance carrier. GB will maintain electronic copies of checks at the respective banks in accordance with the policies and procedures of such banks.
- 7.2 If GB has taken any Run In Claims, GB is not responsible for updating, maintaining, or storing paper or electronic file information that is more than 10 years old. Further, CLIENT is responsible for tracking and storage of all file information in any form related to minors under the age of majority or those who have been judicially ruled incompetent. All Assumed Claim files will be kept in "as is" quality and GB will have no responsibility to update or correct any information found in such files.
- 7.3 Notwithstanding the foregoing, GB shall have no obligation to retain Qualified Claim files after, and in the event that, such Claim files are transferred to another administrator.
- 7.4 GB shall maintain a policy governing informational security that includes, but is not limited to, written guidelines for: firewalls, encryption of critical data while in transit, copying or duplication of data, encryption of critical data while in storage, physical security, periodic risk assessment and security audits. Upon request and no more than annually, GB shall provide CLIENT with a copy of its most recent audited statement of internal control over financial reporting.

Section 8 Insurance Company Transfer Fees

- 8.1 CLIENT's insurance company may assess a fee to unbundle Qualified Claims or to transfer Qualified Claims from one claims administrator to another. In certain instances, GB has agreed to collect this fee from its CLIENTS and remit to the insurance company. GB does not mark up or retain a portion of the fee for this assistance. All costs are direct pass-through expenses and are fully-disclosed to CLIENT as such when invoiced.

Section 9 Other Agreements.

- 9.1 **Subrogation.** To the extent GB is involved in pursuing recoveries against third parties or otherwise undertaking subrogation activities on behalf of CLIENT, GB is authorized to collect, in the name of the CLIENT or in the name of GB, all funds due as a result of such recovery or subrogation activities. GB shall not be required to establish any trust accounts for the benefit of CLIENT, but shall promptly and fully account for all funds so received.
- 9.2 **Escheat.** The parties acknowledge that any and all escheat and unclaimed property obligations of any type or variety lie with CLIENT and not GB. Pursuant to the other terms

and conditions of this Agreement, GB shall provide CLIENT with such information and reports as reasonably required by CLIENT to perform this function.

- 9.3 **Sole Claims Administrator.** During the terms of this Agreement and except as otherwise agreed to by the parties hereto, CLIENT agrees that GB shall be the sole claims administrator with respect to CLIENT's Program and that all new claims under CLIENT's Program shall be forwarded to GB. CLIENT further agrees not to self-administer or adjust any such claims or to forward any such claims to any other service organization or individual without GB's prior written consent.

Section 10 Limitations on Liability.

- 10.1 **GB Indemnification.** Subject to the limitations included in this section, GB agrees to defend, indemnify, protect, save and keep harmless CLIENT from any and all loss, cost, damage or exposure arising from (i) the breach of any covenant made by GB hereunder and (ii) the grossly negligent errors or omissions or intentional misconduct of GB including, but not limited to, GB's obligations to secure the services of a third party provider to assist CLIENT with research and protection of MMSEA related lien obligations, if any.
- 10.2 **Intentionally Omitted.**
- 10.3 **Cap on Liability.** CLIENT AGREES THAT THE MAXIMUM LIABILITY OF GB AND/OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES WITH RESPECT TO ANY CLAIMS OR CAUSES OF ACTION (WHETHER IN TORT, CONTRACT, STATUTE OR OTHERWISE) IN ANY WAY RELATING TO OR ARISING OUT OF THIS AGREEMENT AND/OR ANY WORK, SERVICES, ACTS, ERRORS OR OMISSIONS OF GB AND/OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES PERTAINING IN ANY WAY TO THIS AGREEMENT, SHALL IN NO EVENT EXCEED (I) \$250,000 WITH RESPECT TO ALL CLAIMS RELATING TO A SINGLE QUALIFIED CLAIM, AND (II) A TOTAL OF \$1,000,000 WITH REPSECT TO THE SUM OF ALL CLAIMS RELATING TO EACH ANNUAL SERVICE PERIOD UNDER THIS AGREEMENT.
- 10.4 **Liability for Gross Negligence Only.** CLIENT AGREES THAT NEITHER GB NOR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY LIABILITY FOR FAILURE TO PERFORM OR FOR NOT PROPERLY OR ADEQUATELY PERFORMING ANY CLAIMS ADMINISTRATION SERVICES UNDER THIS AGREEMENT, UNLESS THE ACTS, ERRORS OR OMISSIONS OF GB RISE TO THE LEVEL OF GROSS NEGLIGENCE.
- 10.5 **Act of Others.** CLIENT agrees that neither GB nor any of its employees, agents or representatives shall have any liability for (i) any claims or causes of action based on Claims Administration Services performed (or failed to be performed) prior to the Effective Date, and/or (ii) any claims or causes of action based on acts, errors or omissions of any counsel, any vendors or any third parties selected or chosen by CLIENT.
- 10.6 **Certain Damages Excluded.** CLIENT AGREES THAT NEITHER GB NOR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES WILL HAVE ANY LIABILITY FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS.

- 10.7 **Failure to Settle.** Subject to any obligation in this Indemnification and Insurance Section, failure alone by GB to settle a Qualified Claim or loss within the Discretionary Settlement Authority shall not per se subject GB to liability to any party in the event of an adverse judgment entered by any court or the settlement of such Claim or loss for an amount in excess of such limit. GB shall have no liability or responsibility whatsoever with respect to any Claims that are not Qualified Claims.
- 10.8 **Contractual Period of Limitation.** NO CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM (I.E., TORT, CONTRACT, STATUTORY OR OTHERWISE), ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY CLAIMS ADMINISTRATION SERVICES MAY BE BROUGHT BY CLIENT ANY LATER THAN THE FIRST TO OCCUR OF (A) TWO YEARS AFTER THE ACCRUAL OF SUCH CLAIM OR CAUSE OF ACTION, OR (B) ONE YEAR AFTER CLIENT BECOMES AWARE OF THE ALLEGED ACT, ERROR OR OMISSION UPON WHICH SUCH CLAIM OR CAUSE OF ACTION IS BASED.
- 10.9 **Extension of Caps.** THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION ASSERTED BY OR ON BEHALF OF CLIENT OR ANY PERSON OR ENTITY CLAIMING TO BE AN ASSIGNEE OR BENEFICIARY OF OR SUCCESSOR TO CLIENT.
- 10.10 **Survival.** The foregoing limitation on liability provisions shall survive termination of this Agreement.

Section 11 Termination.

- 11.1 This Agreement will remain in effect until terminated in accordance with the terms herein.
- 11.2 Either party may cancel this Agreement at any time, for any reason, upon 60 (sixty) days prior written notice to the other party.
- 11.3 *To the extent Michigan workers compensation claims will be handled, the following terms shall apply:* During the term of the Agreement and as contractually obligated thereafter, GB shall be required to report claims to CLIENT's carriers and excess carriers as agreed by the parties. Either party may cancel this Agreement at any time, for any reason, by giving the other party written notice of intent to cancel at least sixty (60) days in advance, with a copy to The State of Michigan, Department of Labor, Bureau of Workers' Disability Compensation ("the State"). Subsequent to either party hereunder giving the other party notice of cancellation, CLIENT shall continue to pay GB for the claims services hereunder at the terms and rates in effect on the date notice of cancellation is given and as further set forth below. In the event the parties agree that GB will not continue handling pending Claims, GB will remain obligated to handle such Claims until or unless GB is relieved of that responsibility in writing by the State.
- 11.4 If the CLIENT fails to pay any amounts billed, including but not limited to GB's service fee during the Agreement period; reconciliation billings; the service fee to continue handling claims past termination date; or bank charges, within 30 calendar days, GB shall have the right to cancel the Agreement by giving the CLIENT ten (10) days notice in writing. After receipt of payment of all fees due, GB will then return all files to the CLIENT in an orderly manner. Costs for file transfer shall be the obligation of the CLIENT.

Other than for CLIENT'S failure to pay the amounts above, either party may terminate this Agreement upon 5 business days written Notice to the other party, if the other party breaches the Agreement and does not commence to cure such breach within 30 days following receipt of a written notice clearly describing such failure and demanding cure.

11.5 Either party may terminate this Agreement effective immediately if the other party shall:

- a. Become insolvent or generally unable to pay its debts as they become due;
- b. Apply for, consent to, or acquiesce in, the appointment of a trustee, receiver, sequestrator or other custodian for any of its property, or make a general assignment for the benefit of its creditors;
- c. In the absence of any such application, consent or acquiescence, permit or suffer to exist the appointment of a trustee, receiver, sequestrator or other custodian for it or a substantial portion of its property, and such trustee, receiver, sequestrator or other custodian shall not be discharged within sixty (60) days;
- d. Permit or suffer to exist the commencement of any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law or any dissolution, winding up or liquidation proceeding, in respect of it, and, if any such case or proceeding is not commenced by it, such case or proceeding shall be consented to or acquiesced in by it or shall result in the entry of an order for relief or shall remain for sixty (60) days undismissed; or
- e. Take any formal action authorizing, or in furtherance of, any of the foregoing.

11.6 **Actions following termination.**

- a. In the event of cancellation or nonrenewal of this Agreement, GB may, at its sole discretion, continue to manage all pending run-off claims, and run-off claims incurred during the Term but not reported prior to the date of termination if CLIENT pays GB a mutually agreed upon per claim per year open fee to continue handling open claims. If run-off services are provided by GB, the services will be provided at a claims servicing branch selected by GB, and a reduced electronic RISX-FACS® reporting package will be provided at the CLIENT's expense. Banking and administration fees will be charged to the CLIENT as long as GB handles the claims.
- b. *To the extent Michigan workers compensation claims will be handled, the following terms shall apply:* In the event GB and CLIENT cannot agree to ongoing per claim per year open run-off fees, GB will so notify the State, and continue to service the Claims until the State has provided notice to both parties that a replacement Self Insured Claims Third Party Administrator has been approved to take over claim handling.
- c. Should CLIENT renew only a portion of the existing program under this Agreement (fewer states, locations, coverages, etc.), all open claims not part of the renewed portions of the program shall be considered in run-off and subject to per claim per year open fees to be agreed upon by the parties. A reduced electronic RISX-FACS®

reporting package will be provided at the CLIENT's expense, as appropriate. Banking and administration fees will be charged to the CLIENT as long as GB handles the claims. Should no agreement be reached regarding these open claims, they will be returned to the CLIENT or forwarded to another party as designated by the CLIENT.

- d. Should the CLIENT elect to have the files returned to them, CLIENT agrees to reimburse GB for all payments made and subsequently paid by the bank, on behalf of the CLIENT, until all claims are closed within the RISX-FACS® system and all claim files have been returned to the CLIENT. GB will provide an electronic, tape or paper copy of the claim information in RISX-FACS® at GB's prevailing rate on the date of termination. Upon delivery of this information to CLIENT, claim information may be deleted from the system.

Section 12 Miscellaneous.

12.1 **Amendment and/or Modification.** This Agreement, including all exhibits attached hereto, contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties. An electronic copy or facsimile will be considered an original for purposes of enforcement.

12.2 **Notice.** All notices, requests and other communications concerning this Agreement from either party to the other shall be in writing and delivered either personally or by certified mail, return receipt request or by overnight mail. Any such notice, request or other communication shall be deemed given on the date of personal delivery or, if mailed, on the date of mailing. All communications shall be addressed as follows:

If to GB: General Counsel
 Gallagher Basset Services, Inc.
 The Gallagher Centre
 Two Pierce Place
 Itasca, Illinois 60143-3141

With a copy to: General Counsel
 Arthur J. Gallagher
 The Gallagher Centre
 Two Pierce Place
 Itasca, Illinois 60143-3141

If to CLIENT: Ms. Marie Sullin
 City of Riviera Beach, FL
 2051 Martin Luther King Jr.
 Port Center Building, 3rd Floor
 Riviera Beach, FL 33404

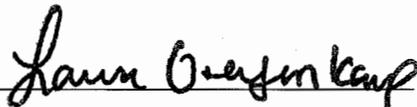
- 12.3 **Successors/Affiliates.** This Agreement shall be not be assignable by either party except with the prior written consent of the other party; provided, however, the services to be provided by GB hereunder may be provided in whole or in part by any affiliated entity of GB, at the sole discretion of GB. In such event, the terms of this Agreement shall be binding upon and shall inure to the benefits of such affiliated entity.
- 12.4 **Solicitation of Employees.** CLIENT agrees that, during the Term of this Agreement (and any renewals thereof) and for a two-year period thereafter, CLIENT shall not, without the written consent of GB, solicit to hire or hire on behalf of itself or others, any employee of GB who, during the term of this Agreement, has performed, or contributed to the performance of, services hereunder. CLIENT further acknowledges that the damages suffered by GB as a result of a breach of this obligation would be significant but not susceptible of easy calculation. Accordingly, in the event of a breach of the aforesaid obligation, CLIENT agrees to pay GB an amount equal to one hundred fifty percent (150%) of such employee's annualized salary amount at GB as of the date of breach.
- 12.5 **Jury Trial Waiver.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THIS AGREEMENT AND/OR ANY CLAIMS ADMINISTRATION SERVICES RELATING TO THIS AGREEMENT AND/OR ANY OTHER BUSINESS RELATIONSHIP BETWEEN THE PARTIES. THIS WAIVER IS BEING MADE KNOWINGLY, INTENTIONALLY AND VOLUNTARILY BY THE PARTIES. THE PARTIES ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL TERM OF THIS AGREEMENT, THAT EACH PARTY HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT AND THAT EACH OF THEM WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR FUTURE DEALINGS.
- 12.6 **Independent Contractor.** It is understood by both parties that GB is engaged to perform services under this Agreement as an independent contractor of CLIENT and not as an agent of CLIENT.
- 12.7 **Governing Law.** This Agreement and any disputes or litigation relating to or arising out of this Agreement shall be governed by the laws of the State of Florida without regard to conflict of law rules.
- 12.8 **Counterparts.** This Agreement may be executed in counterparts (including by scanned image or facsimile), all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party. A faxed, electronic or PDF transmitted signature shall be deemed an original for purposes of this Agreement or any extension or renewal of this Agreement.
- 12.9 **Severability.** If any portion of this Agreement is determined to be illegal or unenforceable under the law, then that portion shall be stricken from the Agreement without effect to the remainder of the Agreement.
- 12.10 **Headings.** The descriptive headings of the several Sections of this Agreement were formulated, used and inserted in this Agreement for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

12.11 **Non-Waiver.** The parties agree that any delay or forbearance by GB or CLIENT in exercising any right or remedy under this Agreement or otherwise afforded by law shall not be a waiver of or preclude the exercise of any such right or remedy. Only waivers expressly made in writing by a GB employee with the title of Senior Vice President or above shall be effective against GB.

The parties hereto have caused this Agreement to be duly executed as of the date first referenced above.

Gallagher Bassett Services, Inc.

City of Riviera Beach, FL

By: 

By: 

Name: Laura Greifenkamp

Name: THOMAS A. MASTERS

Title: Chief Financial Officer

Title: MAYOR

Date: 9/18/14

Date: 10/15/14

Exhibit A

000160 City of Riviera Beach, FL

10/1/2014 - 10/1/2015

**PRICING OPTION: LIFE OF PARTNERSHIP
(Based on utilizing GBMCS)**

Services Based on New Arisings	Est. Claim Frequency *	Per Claim Fee *	Projected Service Fee
Workers' Compensation			
Medical Only	63	\$191	\$12,033
Indemnity	19	\$1,341	\$25,479
Total Workers Compensation:	82		\$37,512
Liability / Property			
General Liability - Bodily Injury	7	\$1,135	\$7,945
General Liability - Property Damage	2	\$576	\$1,152
Auto Liability - Bodily Injury	3	\$1,135	\$3,405
Auto Liability - Property Damage	5	\$576	\$2,880
Auto Physical Damage	5	\$275	\$1,375
Professional Liability	9	\$1,275	\$11,475
Total Liability/Property:	31		\$28,232
Ancillary Services			
Administration / Data Management			\$15,289
Account Management (Designated)			Included
Banking Administration (SIMMS)			\$576
risxfacs.com – Reports			\$7,578
risxfacs.com - 3 Full Users/1 Inquiry			Included
Claim Reporting – Telephonic			Included
Claim Reporting - Web or e-Fax			Included
Electronic Incident	3	\$69	\$207
Ancillary Services Total:			\$23,650
Grand Total:			\$89,394

There is a 4% per claim increase after the expiration of a multi-year agreement. An additional line (Auto Physical Damage) has been added for service.

*Please see Claim Charges outlined in footnote 7 under Program Specific Terms and Conditions.

Claims will be handled for the life of the partnership with no additional per claim fees. If you should decide to non-renew all or a portion of your program, the existing open files can be handled in one of the following two ways:

- GB would continue to handle the open files at our prevailing rate fees per year per open file.
- GB would return the files to the client (contingent upon Carrier approval) at the client's expense.

Note: There will be additional charges for ongoing Data Management (RISX-FACS®), risxfacs.com users, Administration, Banking fees and monthly reports for as long as GB handles claims.

GB MANAGED CARE SERVICES

SERVICES	CHARGES
Fee Schedule (Bill Review / UCR)	20% Savings per Bill
All Other Savings <ul style="list-style-type: none"> • Enhanced Bill Review /Clinical Edits (ESS) • Clinical Validation/Nurse Review (CV) • Preferred Provider Networks (PPO) • Out Of Network (OON) • Specialty Networks/ Physical Therapy (PT) 	20 % of Savings 30 % of Savings 30 % of Savings 35 % of Savings 30 % of Savings
Electronic Receipt of Medical Bills	Terms (No Charge)
Telephonic Case Management	\$75 Medical Triage \$290 per Indemnity claim (each 30 days) \$130 per Medical Only claim (one time)
Hospital Certification Program	\$120 Inpatient Pre-Certification
Utilization Review Program	\$105 Outpatient Pre-Certification
UR Physician Review	\$270 per Review
Task Based Field Case Management <ul style="list-style-type: none"> • Task 1: One Visit Task • Task 2: Two Visit Task • Task 3: Labor Market Survey • Task 4: Vocational Assessment • Task 5: Home Visit 	\$530 per assignment \$705 per assignment \$635 per assignment \$590 per assignment \$660 (\$730 in CA) per assignment
Medical Case Management and Vocational Rehabilitation – Hourly	\$ 92 per hour plus expenses \$ 103 per hour – AK, CA, HI, NY
Priority Care 365	\$90 per call
Texas HCN Service Options	Not Applicable
West Virginia MHCP Service Option	Not Applicable

GB MANAGED CARE SERVICES

SERVICES	CHARGES
California MPN Service Option	Not Applicable
Illinois PPP Service Option	Not Applicable
New York PPO Service Option	Not Applicable
Medical Cost Projection (MCP) and Clinical Recommendations	\$125 per hour
Pharmacy Benefit Management (PBM) – Vendor	First Script Cost of prescriptions – no charge for Bill Review or PPO reductions for PBM transactions
Pharmacy Benefit Management (PBM) – Ancillary Services	Injured Worker Outreach - No
Rx Peer to Peer Review (P2P)	\$290 per review
Rx Drug Utilization Assessment (DUA)	\$575 per DUA
Return to Work Coordinator (Injury Coordinator)	Not Applicable
DMEplus-Durable Medical Equipment (DME)Program	First Script Cost of medical equipment – no charge for Bill Review or PPO reductions for Prospective DME transactions
Dental Review Program	Charged on a per review basis
OSHA Reporting	Not Applicable Includes set-up, OSHA access & unlimited OSHA logs and summaries
Taxes	All applicable taxes will be added to the service fees where required

Client and GB agree as follows: If another preferred managed care vendor other than Gallagher Bassett Managed Care Services is utilized, an administrative fee may apply in exchange for bona fide administrative services. The administrative services may include, but not be limited to overhead costs for the oversight and management of Managed Care vendors which includes the development and oversight of quality standards, development and maintenance of EDI interfaces and reports, and ensuring proper mandatory state compliance and reporting.

OTHER SERVICES

SERVICES	CHARGES
riskfacts.com - Additional Users	\$1,000 per user
GB International Claims Services	Varies by Country (pricing provided upon request)
Consultative Services	
Loss Control Consulting Services	\$140 per hour
Appraisal Services	TBD
MountainView ClaimZone RMIS Module	TBD
Fraud Prevention – Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU	\$85 per hour plus expenses
Surveillance Investigations	\$70 per hour plus expenses
Targeted Field Investigations	\$80 per hour plus expenses
Targeted Database Investigations	Rate per report
MedInsights MSA/MSP Compliance Services	
Social Security Verification (Entitlement Determination)	\$175.00 per verification
Medicare Lien Evaluation	
Conditional Payment Search	\$250 per search
Manual Medicare Eligibility Inquiry (Rush Request)	\$35
Conditional Payment Lien Negotiations	\$150 per hour
Medical Cost Projection	\$125 per hour
MSA Resolution Unit Service	\$450 Fee
Pharmaceutical Drug Review	\$450 per review (If PDR doesn't prove to reduce lifetime costs by \$5,000 the fee reduced to \$35)
Medicare Set-Asides	
Workers Compensation Medicare Set-Aside Allocation (WCMSA)	\$2,300 per allocation
Rush Fees (MSA completed within 7 days)	\$450 per case
Revisions:	\$150 per hour (One free revision within six months of submission)
Liability Medicare Set-Aside Allocation (LMSA)	\$1,535 Fee
MSA Submission to CMS	\$850 Fee
Taxes	
	All applicable taxes will be added to the service fees where required

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. Audit options Estimate
 - a. Estimate - Claims will be reviewed annually and audited at the 18th and 24th month, and then every 12 months thereafter.
2. Billing and Payment Terms: Fees will be billed Monthly during the calendar year. Fees are payable within 30 days upon receipt of the invoice. Gallagher Bassett reserves the right to charge 1% per month, or the maximum legal rate, on balances unpaid after 30 days.
3. Account Administration includes the following:
 - a. Designated Account Manager or Account Representative
 - b. Detailed Status Reports @ \$50,000
 - c. Settlement Authority @ \$5,000 (Provided Loss Fund is Properly Funded)
 - d. Banking Administration (SIMMS)
 - e. Four Claim Reviews a Year or One Audit
 - f. Reserve Alerts @ \$10,000 and subsequent \$5,000 changes
 - g. Acknowledgement Letter to claimant
4. Data Management includes the following:
 - New Claim Setup
 - Historical Claims
 - Monthly Report by Email or the Website
 - Carrier Report Package by Email or Website
5. Pricing is based on using GB Managed Care (GBMCS) or MedInsights for Bill Review, PPO, out-of-network, utilization review, telephonic case management, MSA and field case management.
6. Subrogation services will be billed at 15% of gross recovery.
7. Claim Charges: The Claim charge is applicable per claim per line of coverage.
 - Example: A client employee during working hours is involved in an automobile accident with another vehicle with two occupants. Both occupants were injured, both cars were damaged and our client employee was injured. The claims handling charges (example only) will be:

Claimant #1 - Auto Liability Bodily Injury	\$1,135
Claimant #2 - Auto Liability Bodily Injury	\$1,135
Claimant Owner - Auto Liability Property Damage	\$576
Client – Workers' Compensation	\$1,341
Client – Auto Property Damage	\$275
	\$4,462

The total GB fee for this one occurrence is \$4,025 to adjust the accident. Specific claim charges by claim by line of coverage are normal practice in our industry.

8. This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.
9. Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services.

RESOLUTION NO. 109-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF RIVIERA BEACH, FLORIDA AND ALCADE & FAY, LTD., TO PROVIDE LOBBYIST REPRESENTATION AT THE FEDERAL LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH IN THE AMOUNT OF \$5,000 PER MONTH FOR TWO (2) YEARS COMMENCING OCTOBER 1, 2014 TO SEPTEMBER 30, 2016; THE SAME TO BE PAID FROM THE PROFESSIONAL SERVICES-OTHER ACCOUNT NO. 001-0203-519-0-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alcade & Fay, Ltd., has duly qualified experts in the field of federal appropriations, authorizations, and grant programs for public works, water resources, public safety, energy, economic development and parks and recreation; and

WHEREAS, the City Council desires to retain the services of Alcade & Fay, Ltd., to provide lobbyist representation at the federal level on behalf of the City of Riviera Beach; and

WHEREAS, the terms of the Agreement commences on October 1, 2014 and expires on September 30, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows,

SECTION 1. That the City Council hereby authorizes the Mayor and City Clerk to execute the Agreement for the Professional Services with Alcade & Fay, Ltd., to provide lobbyist representation at the federal level on behalf of the City of Riviera Beach.

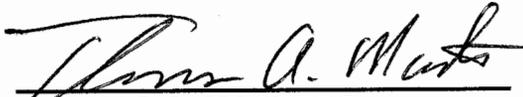
SECTION 2. That compensation shall be \$5,000 per month for two (2) year commencing October 1, 2014 to September 30, 2016; The amount shall be paid from the Professional Services-Other Account No. 001-0203-519-0-3106.

SECTION 3. A copy of the Agreement is attached hereto and made a part of this Resolution.

SECTION 4. This Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR

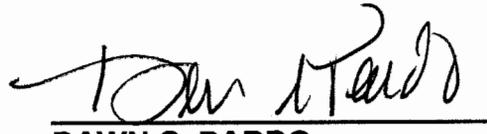


JUDY L. DAVIS
CHAIRPERSON

ATTEST:



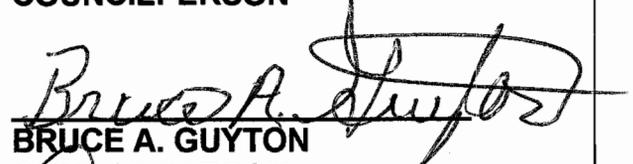
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



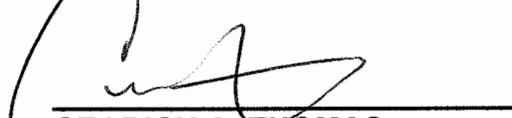
DAWN S. PARDO
CHAIR PRO-TEM



TERENCE D. DAVIS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: D. PARDO

J. DAVIS AYE

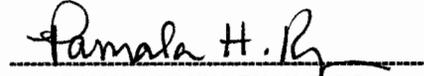
D. PARDO AYE

T. DAVIS AYE

B. GUYTON AYE

C. THOMAS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, B.C.S.
CITY ATTORNEY

DATE: 10/1/14

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF RIVIERA BEACH, FLORIDA AND
ALCALDE AND FAY, LTD.**

THIS AGREEMENT is entered into this 1st day of October by and between the City of Riviera Beach, Florida, hereinafter referred to as "CITY" and Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as "CONTRACTOR."

WHEREAS, CONTRACTOR has duly qualified experts in the field of federal appropriations, authorizations, and grant programs for public works, parks and recreation, water resources, public safety, energy, and economic development; and

WHEREAS, in the judgment of the City of Riviera Beach City Council, it is necessary and desirable to employ the services of the CONTRACTOR to assist the CITY with federal appropriations, authorizations, and grant programs for public works, parks and recreation, water resources, public safety, energy, and economic development.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I - SPECIFIC PROVISIONS

- A. SERVICES TO BE PROVIDED:** CONTRACTOR will consult and advise the CITY as requested on federal appropriations, authorizations and grant programs for public works, parks and recreation projects, water resources, public safety, energy, and economic development, which shall include but not be limited to:
1. Developing strategies to obtain and maximize federal funding for CITY public works, parks and recreation, water resources, public safety, energy, and economic development priorities.
 2. Coordinating funding, legislation and policy related activities for the CITY with the United States Congress and Federal agencies;
 3. Securing authorizations and funding from the United States Congress and Federal agencies to implement the CITY's projects;
 4. Maintaining frequent contact with key United States Senators and Representatives, including the CITY's congressional delegation.
 5. Advocating CITY interests during the federal legislative and regulatory process.
 6. Arranging visits by CITY officials with the CITY's Congressional Delegation and Federal agencies.
 7. Maintaining frequent contact with designated CITY officials about federal funding opportunities and CONTRACTOR activities, and attending CITY meetings upon the CITY's written request.
- B. PAYMENT:** CONTRACTOR's compensation for the services provided hereunder shall be \$5,000.00 per month, beginning on October 1, 2014. The CITY shall reimburse the CONTRACTOR for reasonable expenses incurred in connection with the services provided by CONTRACTOR. Reimbursable expenses include, but are not limited to: photocopying, postage, telephone, delivery, and telecopy charges. Expenses should not exceed \$100 per month, unless specific written consent (email or letter) is given by the City Manager. In addition, CONTRACTOR may also incur travel expenses after specific written approval (email or letter) is given by the City Manager.

Invoices received from the CONTRACTOR shall be reviewed and approved by the City Manager. Invoices will then be sent to the Finance Department for payment and will normally be paid within thirty (30) days following the City Manager's approval.

- C. **KEY PERSONNEL:** CONTRACTOR has represented to the CITY that Maurice Kurland, L.A. "Skip" Bafalis, and Jim Davenport, principals of CONTRACTOR's services, will be the primary persons providing the services described herein. The CITY has relied on that representation as an inducement to entering into this Agreement.

PART II - GENERAL PROVISIONS

- A. **ASSIGNMENT AND DELEGATION:** Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- B. **STATUS OF CONTRACTOR:** The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides its employees.
- C. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:** All notices, bill, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: RUTH C. JONES
CITY OF RIVIERA BEACH, FLORIDA
600 WEST BLUE HERON BLVD.
RIVIERA BEACH, FLORIDA 33404
(561) 845-4095

CONTRACTOR: L. A. "SKIP" BAFALIS
ALCALDE & FAY, LTD.
2111 WILSON BLVD., 8TH FLOOR
ARLINGTON, VA 22201
(703) 841-0626

- D. **NON-DISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. **TERM OF AGREEMENT:** This Agreement shall become effective on October 1, 2014 and shall terminate on September 30, 2016 or upon 30 day's written notice by either party with or without cause.
- F. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.

- G. **MEDIATION:** All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by the CITY. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The CITY shall retain the mediator and schedule mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.
- H. **ATTORNEY'S FEES; COSTS; VENUE:** In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney's fees, paralegal fees, and court costs at both trial and appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of the Circuit Court of Palm Beach County, Florida.
- I. **PUBLIC RECORDS:** CONTRACTOR agrees that it shall comply with Florida's Public Records Act, specifically section 119.0701, Florida Statutes, by agreeing to:
- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Agreement.
 - (b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.
- J. **INSURANCE:** The CONTRACTOR shall maintain during the term of this Agreement standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence to cover the CONTRACTOR's services as set forth herein.
- K. **INDEMNIFICATION:** To the extent allowed by Florida law, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Agreement. Nothing contained herein shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes.
- L. **CONFLICT OF INTEREST:** The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section

112.311. The CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the CITY's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Agreement.

- M. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the CONTRACTOR and CITY.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this Agreement on the day and date first written above.

SEAL

CITY OF RIVIERA BEACH

BY: Thomas A. Masters
THOMAS A. MASTERS
MAYOR

CONTRACTOR

BY: L.A. Skip Bafalis
L.A. "SKIP" BAFALIS
PARTNER

ATTEST:

BY: Carrie E. Ward
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: Ruth C. Jones
RUTH C. JONES
CITY MANAGER

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Pamala H. Ryan
PAMALA H. RYAN, B.C.S.
CITY ATTORNEY

Date: 9/16/14

RESOLUTION NO. 110-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING FUNDS FROM PALM BEACH COUNTY 911 EMERGENCY MANAGEMENT IN THE AMOUNT OF \$217,763 TO PROVIDE FOR A GRANT REIMBURSEMENT OF PUBLIC SAFETY ANSWERING POINT (PSAP) OPERATIONS; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO INCREASE THE 2014-2015 911 GRANT BUDGET FOR THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has received a Reimbursement Grant from Palm Beach County 911 Emergency Management in the amount of \$217,763; and

WHEREAS, the City Council of the City of Riviera Beach, Florida, accept the funds from the Palm Beach County 911 Emergency Management in the amount of \$217,763.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

SECTION 1: The funds in the amount of \$217,763 from the Palm Beach 911 Emergency Management grant fund are hereby accepted.

SECTION 2: That the Director of Finance and Administrative Services is authorized to increase the 2014-2015 911 Grant budget in the amount of \$217,763 as follows:

<u>Revenue</u>	<u>Amount</u>
124-00-331293 911 Fund	\$217,763
<u>Expenditures</u>	<u>Amount</u>
124-0819-521-0-1201	\$37,937
124-0819-521-0-5503	\$14,750
124-0819-521-0-5201	\$10,200
124-0819-521-0-6404	\$154,876

SECTION 3: This Resolution shall take effect upon passage and approval by the City Council.

PASSED and APPROVED this 1ST day of OCTOBER, 2014

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

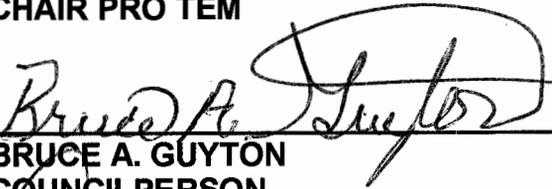
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CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



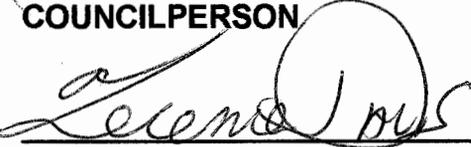
DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: D. PARDO

B. GUYTON AYE

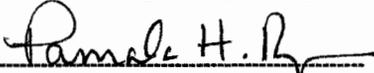
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, ESQ., B.C.S., CITY ATTORNEY

DATE: 10/1/14

RESOLUTION NO. 111-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PARKS AND RECREATION DEPARTMENT TO PIGGYBACK PALM BEACH COUNTY BOARD OF COMMISSIONERS CONTRACT RENEWAL FOR BID #10-072/PR WITH THE PLAYMORE COMPANY FOR THE PURCHASE OF REPLACEMENT PLAYGROUND EQUIPMENT FOR JERRY SCHULTZ AND LONE PINE PARKS; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM CAPITAL IMPROVEMENT ACCOUNT NO. 310-1234-572-0-6405 IN THE AMOUNT OF \$75, 217.14 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the most cost effective and efficient method of procurement for playground equipment is to piggyback the Palm Beach County Board of County Commissioners term contract for Playground Park Equipment, Parts and Installation, Bid#10-072/PR; and

WHEREAS, the renewal contract is from August 23, 2014 through August 22, 2015; and

WHEREAS, Staff recommends that the City Council approve the piggyback contract with the Playmore Company for playground equipment at Jerry Schultz Park and Lone Pine Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

SECTION 2. The City Council authorizes and approve a contract with the Playmore Company for playground equipment pursuant to the prices, terms and conditions of the Palm Beach County Boards of County Commissioners Bid #10-072/PR in the estimated amount of \$75,217.14.

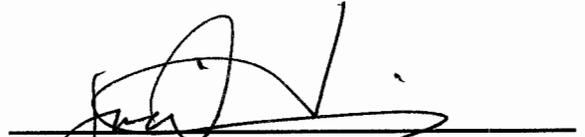
SECTION 3. That this Resolution shall take effect upon its passage and approval by the City Council. .

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

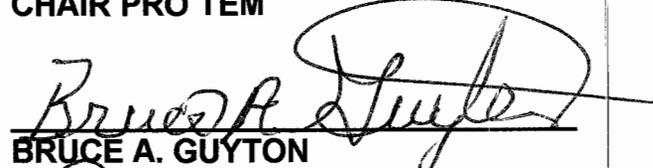
ATTEST:



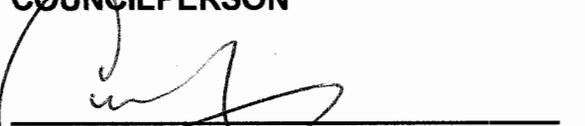
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: D. PARDO

B. GUYTON AYE

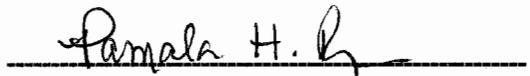
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, B.C.S.
CITY ATTORNEY

DATE: 10/1/14

MATERIALS AND INSTALLATION CONTRACT

THIS CONTRACT made and entered into this 1st day of October, 2014 by and between **PLAYMORE RECREATIONAL PRODUCTS AND SERVICES**, hereinafter referred to as "**Independent Contractor**," whose mailing address is 10271 Deer Run Farms Road, Suite 1, Fort Myers, FL 33966 and the **CITY OF RIVIERA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "**City**," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

In consideration of the mutual covenants and promises set forth herein, the parties to this Contract do hereby agree as follows:

1. The City agrees to purchase two (2) modular playground systems from the Independent Contractor to be installed by Independent Contractor at Jerry Schultz Park and Lone Pine Park. The specifications for the project are more specifically set out in the Bid documents attached as Exhibit "A".

2. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Bid.

3. To the extent that there exists a conflict between the Bid and this Contract, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

4. Work must begin within ten calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure the project's full completion within 90 days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.

5. If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 21, herein.

6. The City agrees to compensate the Independent Contractor in the amount of \$75,217.14, as set forth in more detail in Exhibit "B". The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in herein or in an exhibit.

7. This Contract may be terminated by either party with or without cause upon thirty (30) days prior written notice. In the event that the City terminates this Contract, for any reason whatsoever, the Independent Contractor understands and agrees that it shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Contract.

8. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Contract from any federal, state, regional, county, or city agency.

9. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

10. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

11. The Independent Contractor agrees that it is fully responsible to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

12. All of the Independent Contractor's personnel (and all Subcontractors) while on City premises will comply with all City requirements governing conduct, safety and security.

13. The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Independent Contractor authorized to use the City's Tax Exemption Number in securing such materials.

14. Prior to execution of this Contract by the City the Independent Contractor shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City's representative. Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Contract.

15. The Independent Contractor shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the Independent Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

16. The Independent Contractor shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

17. The Independent Contractor shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per section 440.02, Florida Statutes.

18. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Independent Contractor shall specifically include the City as an "Additional Insured."

19. The Independent Contractor shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Contract.

20. The Independent Contractor further agrees to indemnify, save harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes.

21. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural

or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the Independent Contractor's request, the City shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the City, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the City or its employees, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

22. The Independent Contractor does not have the power or authority to bind the City in any promise, Contract or representation other than as specifically provided for in this Contract.

23. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the City's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall effect the Independent Contractor's ability to meet the completion dates or schedules of this Contract. If the City so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and the Independent Contractor shall NOT commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.

24. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Contract shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Upon receipt of notice from the City of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work at the expense of the Independent Contractor.

25. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the City's property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the City or employees of the City, the Independent Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

26. Until acceptance of the work by the City, the City's property shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the Independent Contractor shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the City.

27. This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County.

28. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

29. All parties shall be responsible for their own attorneys fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

30. The parties agree that time is of the essence in all respects under this Contract and failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein or in the exhibits, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

31. Failure of the City to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of City's right to enforce or exercise said right(s) at any time thereafter.

32. The parties agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein unless amended as set out in section 23 above.

33. The City and Independent Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law, and specifically section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the City to keep and maintain in order to perform the services under this Contract.
- (b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Independent Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

SIGNATURES ON FOLLOWING PAGE

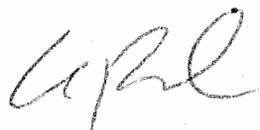
CONTRACT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the parties unto this Contract have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

INDEPENDENT CONTRACTOR

BY: 
THOMAS A. MASTERS
MAYOR

BY: 
[INSERT NAME]
Luke Russell

ATTEST:

(SEAL)

BY: 
CARRIE E. WARD, MMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
PAMALA H. RYAN, B.C.S.
CITY ATTORNEY

BY: PURCHASING DEPARTMENT

DATE: _____



July 22, 2014

Form L

Playmore West, Inc.
Mr. Luke Russell
10271 Deer Run Farms Road #S-1
Fort Myers, FL 33966

Dear Mr. Russell:

RE: TERM CONTRACT #10072C & 10072C-1

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for PLAYGROUND AND PARK EQUIPMENT & PARTS based on:

RENEWAL OF CONTRACT based on SOLICITATION #10-072/PR in accordance with all original terms, conditions, specifications and prices with no deviation.

Awarded Items: Lot 1-A - Purchase and Delivery (Equipment): Item #1 - SOF Surfaces, Classic Recreation, Paris, Bento, Cascades, Madrax, Thomas Steele, Irving Wood Recovery, USA Shade, Americana, The Fountain People; Item # 10 - Playworld System; Lot 1-B - Purchase and Delivery (Parts): Item #1 - SOF Surfaces, Classic Recreation, Paris, Bento, Cascades, Madrax, Thomas Steele, Irving Wood Recovery, USA Shade, Americana, The Fountain People; Item # 10 - Playworld System; Lot 2 - Purchase, Delivery & Installation: Item #1 - Foreverlawn, Zeager Wood Carpet, Playworld Systems, Shade Systems, Inc., SOF Surfaces, Classic Recreation, Paris, Bento, Cascades, Madrax, Thomas Steele, Kay Park, Irving Wood Recovery, USA Shade, Americana, Xgrass, Childsafe Products; Lot 3-A Purchase and Delivery (Equipment) (Palm Tran Only): Item #1 - SOF Surfaces, Classic Recreation, Paris, Bento, Cascades, Madrax, Thomas Steele, Irving Wood Recovery, USA Shade, Americana, The Fountain People; Item # 10 - Playworld System; Lot 3-B - Purchase and Delivery (Parts) (Palm Tran Only): Item #1 - SOF Surfaces, Classic Recreation, Paris, Bento, Cascades, Madrax, Thomas Steele, Irving Wood Recovery, USA Shade, Americana, The Fountain People; Item # 10 - Playworld System; Lot 4 - Purchase, Delivery & Installation (Palm Tran Only): Item #1, Foreverlawn, Zeager Wood Carpet, Playworld Systems, Shade Systems, Inc., SOF Surfaces, Classic Recreation, Paris, Bento, Cascades, Madrax, Thomas Steele, Kay Park, Irving Wood Recovery, USA Shade, Americana, Xgrass, Childsafe Product

The term of this contract is 08/23/14 through 08/22/15, and has an estimated dollar value of \$301,236.00, inclusive of all vendors awarded.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g., CPO / DO 680 XY030305000000001111 or CPO / DO 680 XY030305*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Colleen Cardillo, Sr. Buyer, at ccardill@pbcgov.org or (561) 616-6839.

Sincerely,

Kathleen M. Scarlett
Director

c: Reid Raymond, Parks & Recreation
Vernetha Green, Water Utilities
Eugene Bitteker, Palm Tran
File

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-5199
(561) 616-6800
FAX: (561) 616-6811
www.pbcgov.com/purchasing

Palm Beach County
Board of County
Commissioners

Priscilla A. Taylor, Mayor

Paulette Burtlick, Vice Mayor

Hal R. Valeche

Shelley Vana

Steven L. Abrams

Mary Lou Berger

Jess R. Santamaria

County Administrator

Robert Weisman

PLAYMORE

Recreational Products & Services

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

QUOTATION

09/15/14

Job Number: 8450
Revision: A

Client: City of Riviera Beach
1621 Blue Heron Blvd
Riviera Beach FL 33404

Job: Jerry Schultz + Lone Pine
Riviera Beach FL 33404

Contact: Aladia Franks

Phone: 561-723-1222

Fax:

Email: AladiaF@Rivierabch.com

Sales Rep: Jason Gray

Terms: Net 30

Item	Description	Quantity	Cost	Subtotal
1 Jerry Schultz				
350-1203	SLIDE JUNCTION	1	\$21,004.00	\$21,004.00
ZZXX0288	3-1/2" OD 2-UNIT STEEL ARCH SWING	1	\$1,467.00	\$1,467.00
ZZXX0260	BELT SEAT W/SILVER SHIELD CHAIN FOR 8'	2	\$86.00	\$172.00
ZZXX9430	4ft BORDER TIMBERS w/STAKE	60	\$44.00	\$2,640.00
Zeager	12" of Engineered Woodcarpet for 2485 SF, per CY	125	\$25.50	\$3,187.50
Zeager	Geotextile Fabric, 1500 sf per roll	2	\$165.00	\$330.00
Freight	Playworld Freight	1	\$2,136.00	\$2,136.00
Freight	Zeager Freight	1	\$1,940.00	\$1,940.00
PSI Installation	Installation of Playworld Equipment	1	\$6,320.75	\$6,320.75
Zeager Install	Installation of Zeager Materials	1	\$2,638.13	\$2,638.13
Eng Drwgs	Engineered Sealed Drawings & Calculations	1	\$1,000.00	\$1,000.00
Permits	Building Permit Fees & Permit Expeditor Fees	1	\$1,900.00	\$1,900.00

Subtotal: **\$44,735.38**

Notes: Priced per Palm Beach County Contract 10072

*City to spray grass w/ herbicide prior to wood fiber install.

**Delivered to city yard. City to provide trailer for transport to park.

PLAYMORE

Recreational Products & Services

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

QUOTATION

09/15/14

Job Number: 8450
Revision: A

Client: City of Riviera Beach
1621 Blue Heron Blvd
Riviera Beach FL 33404

Job: Jerry Schultz + Lone Pine
Riviera Beach FL 33404

Item	Description	Quantity	Cost	Subtotal
2 Lone Pine				
350-1203	SLIDE JUNCTION	1	\$21,004.00	\$21,004.00
ZZXX0288	3-1/2" OD 2-UNIT STEEL ARCH SWING	1	\$1,467.00	\$1,467.00
ZZXX0260	BELT SEAT W/SILVER SHIELD CHAIN FOR 8'	2	\$86.00	\$172.00
ZZXX9430	4ft BORDER TIMBERS w/STAKE	60	\$44.00	\$2,640.00
Zeager	12" of Engineered Woodcarpet for 2485 SF, per CY	125	\$25.50	\$3,187.50
Zeager	Geotextile Fabric, 1500 sf per roll	2	\$165.00	\$330.00
Freight	Playworld Freight	1	\$2,136.00	\$2,136.00
Freight	Zeager Freight	1	\$1,940.00	\$1,940.00
PSI Installation	Installation of Playworld Equipment	1	\$6,320.75	\$6,320.75
Zeager Install	Installation of Zeager Materials	1	\$2,638.13	\$2,638.13
Eng Drwgs	Engineered Sealed Drawings & Calculations	1	\$1,000.00	\$1,000.00
Permits	Building Permit Fees & Permit Expeditor Fees	1	\$1,900.00	\$1,900.00
		Subtotal:		\$44,735.38
3 Additional Courtesty Discount				
DISCOUNT	COURTESY DISCOUNT	-1	\$14,253.62	-\$14,253.62
		Subtotal:		-\$14,253.62
		Grand Totals:		\$75,217.14

RESOLUTION NO. 112-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF 180 WINDOWS 7 PROFESSIONAL DELL WORKSTATIONS TO REPLACE 180 OUTDATED WINDOWS XP DELL WORKSTATIONS FROM DELL CORPORATION BY PIGGYBACKING THE STATE OF FLORIDA MISCELLANEOUS INFORMATION TECHNOLOGY EQUIPMENT (WSCA) CONTRACT #250-WSCA-10-ACS IN THE AMOUNT OF \$140,185.80; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Microsoft advised the City of Riviera Beach (City) two years ago that the support cycle of XP would be ending and warned them to replace every XP machine with Windows 7, and

WHEREAS, Microsoft ended the support cycle of Windows XP on April 8, 2014 leaving the 180 Windows XP Workstations and surrounding systems in the network vulnerable to viruses, and

WHEREAS, it is the best interest of the City to replace the 180 Windows XP Workstations in order to protect the network.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:

SECTION 1. That the City Council authorizes the purchase of the 180 Windows 7 Professional Dell Workstations from Dell Corporation by piggybacking the State of Florida Miscellaneous Information Technology Equipment (WSCA) Contract #250-WSCA-10-ACS in the amount of \$140,185.80.

SECTION 2. That the Mayor and City Clerk are authorized to execute the contract.

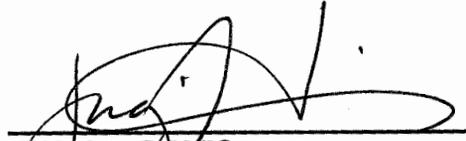
Section 3. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

ATTEST:



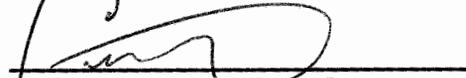
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



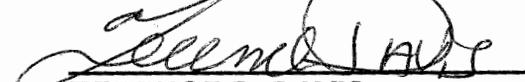
DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: D. PARDO

J. DAVIS AYE

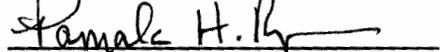
D. PARDO AYE

B. GUYTON AYE

C. THOMAS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, B.C.S.,
CITY ATTORNEY

DATE: 10/1/14

RESOLUTION NO. 113-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, TERMINATING THE CONTRACT BETWEEN THE CITY AND LV SUPERIOR LANDSCAPING, INC. OF LOXAHATCHEE, FLORIDA FOR PROVIDING LANDSCAPING MAINTENANCE ON STATE ROAD A1A BETWEEN US1 AND BURNT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 3, 2013 City Council approved the contract between the City and LV Superior Landscaping, Inc. to provide landscaping maintenance services; and

WHEREAS, the City Council approved an increase in the staffing levels for the Public Works Department as a part of the FY 2013/2014 mid-year budget adjustments; and

WHEREAS, the Public Works Department now has the resources to be able to maintain the A1A corridor; and

WHEREAS, termination of the LV Superior Landscaping, Inc.'s contract is necessary in order to relieve the City and LV superior of any further obligations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

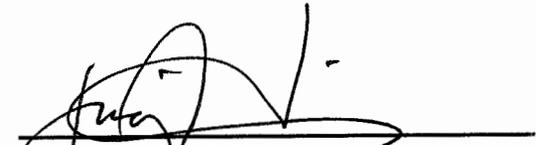
SECTION 1. The City Council hereby approves termination of the contract between the City and LV Superior Landscaping, Inc. of Loxahatchee, FL, for providing landscape maintenance services on State Road A1A between US1 and Burnt Bridge.

SECTION 2. This Resolution shall take effect upon its passage and approval by City Council.

PASSED and APPROVED this 1ST day of OCTOBER, 2014.

APPROVED:

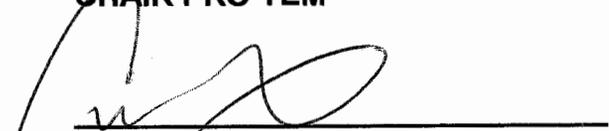

THOMAS A. MASTERS
MAYOR

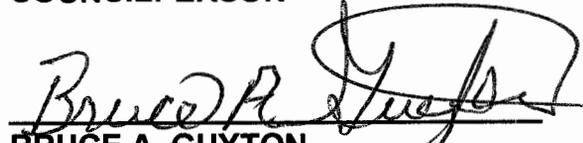

JUDY L. DAVIS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON


BRUCE A. GUYTON
COUNCILPERSON


TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: D. PARDO

B. GUYTON AYE

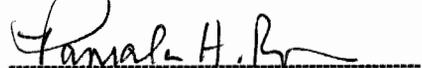
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/1/14

RESOLUTION NO 115-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT BETWEEN THE CITY AND THE PUBLIC RELATIONS FIRM OF CAREY O'DONNELL, INC. D/B/A THE O'DONNELL AGENCY ("CONSULTANTS") TO PROVIDE MARKETING AND PUBLIC RELATIONS SERVICES IN THE AMOUNT \$99,900 AND AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP A BUDGET FOR THE SAME; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, The City desires to maintain a consistent, professional and thorough marketing strategy; and

WHEREAS The major and important City initiatives need to be communicated for educational purposes; to secure community participation; to grow our City's economic base; and to influence key audiences about our City's economic benefits and advantages; and

WHEREAS, The Riviera Beach Riviera Beach Community Redevelopment Agency (CRA) issued Request for Qualifications No. 390-13 for Marketing and Public Relations Services on April 7, 2013 and The O'Donnell Agency was awarded a contract for Marketing and Public Relations Services on July 24, 2013, by the CRA Board ; and

WHEREAS, The City desires to piggyback Request for Qualifications No. 390-13 from the CRA for Marketing and Public Relations Services; and

WHEREAS, City of Riviera Beach Chapter 32 of the City's Code of Ordinances provides for piggybacking procurement opportunities.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The Mayor and City Clerk are hereby authorized to execute a contract between the City and the Public Relations Firm of Carey O'Donnell, Inc. d/b/a the O'Donnell Agency for Marketing and Public Relations Services in the amount \$99,900.

SECTION 2. The Director of Finance and Administrative Services is authorized to set up a budget and make payment for the same.

PASSED and APPROVED this 15 day of October, 2014.

APPROVED:

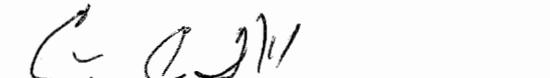


THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

ATTEST:



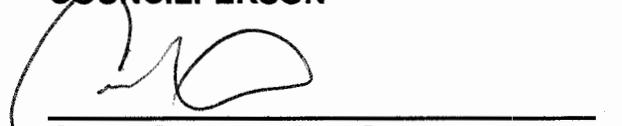
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



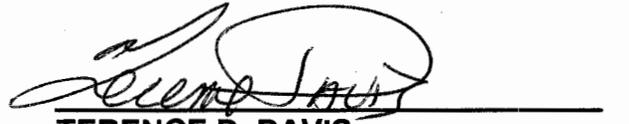
DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

J. DAVIS Aye

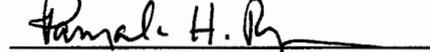
D. PARDO Aye

B. GUYTON Absent

C. THOMAS Aye

T. DAVIS Absent

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, B.C.S.,
CITY ATTORNEY

DATE: 10/15/14

**CONTRACT FOR MARKETING AND PUBLIC
RELATIONS CONSULTING SERVICES**

This Contract is made as of this 1st day of November, 2014, by and between the City of Riviera Beach, Palm Beach County, Florida, a municipal government existing under the laws of the State of Florida, hereinafter referred to as the CITY, and O'Donnell Agency, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 65-0641193.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide professional/consultation services in the area of marketing and public relations services as set forth more fully in the Scope of Work detailed in Exhibit "A", attached hereto and made part hereof.

The CITY's representative/liaison during the performance of this Contract shall be Danny D. Jones who may be contacted by phone at 561-845-4131 or email at ddjones@rivierabch.com.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on November 1, 2014 and complete all services by September 30, 2015

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. Generally - The CITY agrees to compensate the CONSULTANT no more than \$99,900 for the services completed under this contract. The CITY shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the CONSULTANT providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit "A", without specific, prior approval of the City's representative.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Contract. Invoices will then be sent to the Finance Department for payment and will normally be paid within thirty (30) days following the CITY representative's approval.

- C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract as Exhibit "A". If eligible for reimbursement, the Finance Department requires that long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals or lodging expenses, which may be reimbursable under the terms of this Contract, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges, if not properly included in this final invoice, are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

Payments to the CONSULTANT shall be sent to:

O'Donnell Agency
C/O Carey O'Donnell
525 Okeechobee Blvd. | Suite 980
West Palm Beach, FL 33401

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its right under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel in accordance with the applicable standard of care in the field for which CONSULTANT is consulting with the CITY.

The CONSULTANT agrees that it is fully responsible to the CITY for the negligent acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONSULTANT's personnel and all of the CONSULTANT's subcontractors/subconsultants ("hereinafter subcontractors") will comply with all CITY requirements governing conduct, safety, and security while on or utilizing CITY premises/property.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

If subcontractor(s) are used, the CONSULTANT shall use only licensed and insured subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment bond. All subcontractors shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

The CONSULTANT shall be responsible for the performance of all subcontractors.

ARTICLE 8 - SBE PARTICIPATION

The City's Procurement Ordinance has a Small Business Enterprises (SBE) participation component which may apply to this Contract. If it is determined by CITY staff that it applies, the CONSULTANT agrees to abide by the provisions of the SBE section of the procurement code. The CONSULTANT further agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the CITY to inspect such records and provide such records to the CITY upon request.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Tax. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

ARTICLE 11 - INSURANCE

- A. Prior to execution of this Contract by the CITY, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY's representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000.00 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the CONSULTANT or by anyone, directly or indirectly, employed by the CONSULTANT.
- E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, such party shall then, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured."

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by Florida law, the CONSULTANT shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or

causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct of the CONSULTANT, its agents, officers, or employees in the performance of services under this Contract.

The CONSULTANT further agrees to indemnify and hold harmless the CITY, its agents, officers, and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONSULTANT not included in the paragraph above and for which the CITY, its agents, officers or employees are alleged to be liable.

The CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all legal action necessary to enforce the Contract will be held within Palm Beach County.

ARTICLE 15 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

Further, please be advised, in accordance with section 112.313, Florida Statutes, and pertinent Opinions of the Florida Commission on Ethics, that if you or certain representatives of your company are a member of a city board, including an advisory board, you may be ineligible to enter into a contract/agreement with the City. If you are a member of a city board, including an advisory board, prior to executing this contract, please contact the Florida Commission on Ethics at (850) 488-7864 to secure an informal advisory opinion regarding your eligibility to enter into this contract.

ARTICLE 17 - DELAYS AND EXTENSION OF TIME

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was without it or its subcontractors fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time.

If the CONSULTANT is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other consultant employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONSULTANT's control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 18 - INDEBTEDNESS

The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports or similar and other data developed, or purchased, under this Contract for or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

The CITY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law), and specifically section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Contract.

- (b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the CONTRACTOR upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Contract.

ARTICLE 21 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

All parties shall be responsible for their own attorneys fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals which are legally required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY upon request.

The CONSULTANT shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of

Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH or its designated representative.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and also via email. If sent to the CITY shall be mailed to:

City of Riviera Beach
ATTN: Ruth C. Jones, City Manager
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

If sent to the CONSULTANT shall be mailed to:

O'Donnell Agency
C/O Carey O'Donnell
525 Okeechobee Blvd. | Suite 980
West Palm Beach, FL 33401

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms

and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28-Modifications of Work.

ARTICLE 31 – PROTECTION OF WORK AND PROPERTY

The CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect the CITY’s property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONSULTANT shall provide any necessary materials to maintain such protection.

ARTICLE 32 – TIME

Time is of the essence in all respects under this Contract. The CITY and CONSULTANT shall work in an expeditious manner to complete the objectives as set forth in the Scope of Work described in Exhibit “A.”

ARTICLE 33 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term “Contract” as used herein, as well as the terms “herein”, “hereof”, “hereunder”, “hereinafter” and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 34 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of CITY’S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 35 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 36 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONSULTANT fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached

hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

ARTICLE 37 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, _____, hereby represents to the CITY that _____ has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 38 - EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of this Contract and all exhibits attached hereto. The CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that a conflict exists between this Contract and the exhibits, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 40 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the City Council of the City of Riviera Beach.

ARTICLE 41 - NOTICE OF COMPLAINTS OR SUITS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 42 - SURVIVABILITY

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 43 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- a. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT;
- b. The filing of any judgment lien against the assets of the CONSULTANT related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT; or
- c. The filing of a petition by or against the CONSULTANT for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONSULTANT or the CONSULTANT's property; or an assignment by the CONSULTANT for the benefit of creditors; or the taking possession of the property of the CONSULTANT by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONSULTANT; or if a temporary or permanent receiver or trustee shall be appointed for the CONSULTANT or for the CONSULTANT's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The CONSULTANT shall provide written notice to the CITY of the occurrence of any event of default within ten (10) days of the CONSULTANT's receipt of notice of any such default.

ARTICLE 44 - WAIVER OF SUBROGATION

The CONSULTANT hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis.

ARTICLE 45 - RIGHT TO REVIEW

The CITY, by and through its Risk Management Division, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term

of this Contract. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

ARTICLE 46 – WAIVER OF TRIAL BY JURY

IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND CONSULTANT KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. CITY AND CONSULTANT HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

ARTICLE 47 – PALM BEACH COUNTY INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

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[SIGNATURES ON FOLLOWING PAGE]

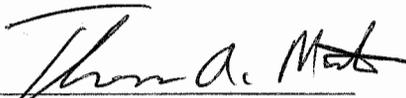
CONTRACT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

SEAL

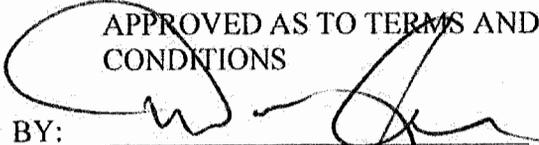
CONSULTANT

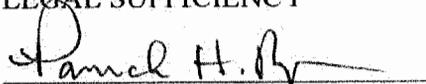
BY: 
THOMAS A. MASTERS
MAYOR

BY: 
CAREY O'DONNELL
PRESIDENT / MANAGER

ATTEST:

BY:  10/15/14
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS
BY: 
DANNY D. JONES
DEPUTY CITY MANAGER

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
BY: 
PAMALA H. RYAN, B.C.S.
CITY ATTORNEY

Date: 10/10/14

Exhibit "A"



Agreement between:

O'DONNELL AGENCY
(Carey O'Donnell Inc., a Florida corporation)
and
CITY OF RIVERIA BEACH

for the provision of marketing and public relations services by O'Donnell Agency to the City of Riviera Beach (referred to as "Client") on an annual contract basis.

O'Donnell Agency is hereby retained as the public relations agency of record by:
The City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404

This is contract shall commence on
November 1, 2014

Agency will provide the following marketing, advertising and public relations services to Client within the bounds of the allocation of hours specified on page three until the termination of this agreement:

- Work with the City's leadership to gain clear consensus on the city's marketing and communications goals;
- Develop a timed reputation management / public relations plan that will heighten awareness, boost confidence and communicate the stability of good government in the City of Riviera Beach through increased communication with mainstream media, social media, newsletters, website content, email blasts, videos, and more. The public relations plan will focus its efforts on spreading the word about the exciting forward momentum and significant investment happening throughout the City; better communicate good news about progress, redevelopment, new companies and jobs, infrastructure improvements, etc. to City residents, business owners, neighboring communities, the City's Palm Beach County and statewide partners in tourism and economic development, plus when appropriate to selected national media outlets;

- **Implement a public relations plan that includes development and distribution of regular press releases that are 'optimized' to boost search engine results. We will also facilitate introductions for designated members of the city's leadership to media covering relevant beats and topics so that the Riviera Beach story is not overlooked and remains part of the larger "progress" conversation in the County; creation of strong messaging point aligned with the stated goals for use during interviews, development of original content (amount determined by monthly account hours allocation) to be used across social media channels and the city's 'owned media' (blogs, website, newsletters, etc.);**
- **Pursue mainstream media profiles and stories on redevelopment activity, success stories; the city's attributes and amenities; incentive programs; civic issues and leadership;**
- **Recommend strategic partnerships and presence at events both in the city and at other venues that will showcase the City's merits and strengthen relationships with neighboring city and county leadership;**
- **Enhance and advance social media presence and provide regular content;**
- **Manage pre- and post-event publicity for designated events, coordinating working media; photographers; and post-event reporting to both traditional media and relevant social media platforms;**
- **Identify appropriate speaking opportunities for City leadership to broaden and deepen awareness about the forward track, investor interest, success stories and opportunities in Riviera Beach;**
- **Track all PR activity and provide a comprehensive report at the end of each month that includes all important documents and media results;**
- **Provide crisis communications support, as needed.**

Additional capabilities, not covered under the monthly retainer (but may be cost estimated for approval and billed separately) are as follows:

- ⌘ **Advertising and graphic design services;**
- ⌘ **Production and printing;**
- ⌘ **Website development;**
- ⌘ **Copy development for collateral materials such as brochures, advertorials, etc.;**
- ⌘ **Market research, including focus groups, internal and external audits, analysis of competitors;**
- ⌘ **Formal interview training sessions (with or without camera);**
- ⌘ **Event staffing (event publicity included under retainer) other than Agency's event coordinator;**
- ⌘ **Photographic and video services;**
- ⌘ **Direct mailing services.**

Out-of-pocket expenses will be billed back to the Client at cost on a monthly basis. These include: long distance telephone and fax charges; courier/delivery services; photocopies (*black-and-white billed at .28 cents each, color copies billed at 0.85 cents each*); mileage in excess of 10 miles per month; postage; photography; production charges, special expenditures related to events, etc. Expenses that exceed \$100.00 will be submitted to the Client for verbal or written approval prior to expenditure.

All materials developed by O'Donnell Agency for the Client, including photography, art, advertising and copy shall be considered to be the exclusive property of the Client if accounts are current. All materials provided to O'Donnell Agency by the Client to be used in conjunction with this program shall remain the exclusive property of the Client.

Out-of-pocket expenses incurred will be added to the final invoice. All signed contracts between the Agency and Client shall continue until specified termination date.

Exhibit "B"

COMPENSATION

Allocation of hours:

Account service (blended at \$180 per hr)	Up to 40	\$7,200.00
Admin and account support:	Up to 15	\$1,125.00

Principal:	\$190.00 per hour
Senior account service:	\$175.00 per hour
Account support:	\$75.00 per hour
Social media services:	\$115.00 per hour
SEO services:	\$90.00 per hour

Total monthly fee: \$8,325.00

***Note that the number of hours spent per month will rarely be the same. We would allocate the appropriate number of hours the program requires and borrow from future months allocations when we need a little extra time.

O'Donnell Agency, the City of Riviera Beach and employees of both agree to indemnify and hold each other harmless against any claims or liabilities for which either party is solely responsible during the term of this Agreement. The Client accepts responsibility for the accuracy of information provided O'Donnell Agency that is subsequently released to the media following written or verbal approval by the designated firm representative(s) assigned to approve news releases and/or all communication to the media.

In the event of a dispute arising from this contract, Florida law will control and the dispute will be tried in a Florida court or settled by a Florida mediator. The prevailing party shall be awarded reasonable attorney fees and costs if incurred, taxable and non-taxable.

CELEDINAS

INSURANCE GROUP

Commercial Division

Insurance Policies For:

Carey O'Donnell Inc.

2014-2015

Protecting Families and Businesses Since 1959

4283 Northlake Boulevard, Palm Beach Gardens, FL 33410 Phone: 561.622.2550 Fax: 561.721.0540
Boca Raton • Miami • Ocean Reef • Palm Beach • Palm Beach Gardens • Vero Beach
www.celedinas.com

RetailFirst[®]

Insurance Company

A Stock Insurer • P.O. Box 988 • Lakeland, FL 33802-0988

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

Carrier code 31399

Policy number 520-28161

Item 1. Insured

Name Carey O'Donnell, Inc.
 and O'Donnell Agency
 Address 525 Okeechobee Blvd Ste 980
West Palm Beach, FL 33401-6357

Prior policy number _____

RISK I.D. 000000000

____ Individual Corporation
 ____ Partnership Subchapter "S"
 ____ Other

Other workplaces not shown above:

SEE EXTENSION OF INFORMATION PAGE ITEM 1

FEIN 65-0641193

Item 2. Policy period

From 05/05/14 to 05/05/15 12:01 a.m. standard time at the address of the insured as stated herein.

Item 3. Coverage

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Florida

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$	100,000	each accident
Bodily Injury by Disease	\$	100,000	each employee
Bodily Injury by Disease	\$	500,000	policy limit

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

D. This policy includes these endorsements and schedules:
 SEE EXTENSION OF INFORMATION PAGE ITEM 3.D

Item 4. Premium

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis: Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
SEE EXTENSION OF INFORMATION PAGE ITEM 4				

Total Estimated Annual Premium \$ 2,564.35

Minimum Premium \$ 244.00

Expense Constant \$ 200.00

Countersigned by _____

Date 03/10/14

3508 The Celedinas Agency, Inc.

lr Date Prepared: 03/10/14

EXTENSION OF INFORMATION PAGE WC 00 00 01 A - ITEM 3.D

CARRIER: RetailFirst Insurance Company
P.O. Box 988
Lakeland, FL 33802-0988
(863)665-6060

AGENCY: The Celedinas Agency, Inc. - 3508
4283 NORTHLAKE BLVD
PALM BEACH GARDENS, FL 33410
(561)622-2550

INSURED: Carey O'Donnell, Inc.
DBA: O'Donnell Agency
525 Okeechobee Blvd Ste 980
West Palm Beach, FL 33401

POLICY NUMBER: 520 - 28161
POLICY PERIOD: 05/05/14 - 05/05/15

Schedule of Endorsements

Form Number:	Edition:	Description:
WC 00 03 10	04-84	Sole Proprietors, Partners, Officers, Others Cover
WC 00 04 04	04-84	Pending Rate Change Endt
WC 00 04 06 A	08-95	Premium Discount Endt
WC 00 04 14	07-90	Notification of Change in Ownership Endt
WC 00 04 19	01-01	Premium Due Date Endt
WC 09 04 02	10-88	FL Experience Rating Modification Factor Endt
WC 09 04 03 A	01-08	FL Terrorism Risk Ins. Program Reauthorization Act
WC 09 04 07	07-13	FL Non-Cooperation with Premium Audit Endt
WC 09 06 06	10-98	FL Employment and Wage Information Release Endt
WC 99 03 03	11-11	Employers Liability Coverage Endt
WC 99 06 01	05-06	FL Legal Action/Collection Endt
WC 99 06 06	10-10	Florida Participating Endt

RESOLUTION NO. 116-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO APPROPRIATE \$1,000.00 FROM THE LAW ENFORCEMENT TRUST FUND FOR DONATION TO 2-1-1 PALM BEACH/TREASURE COAST TO SUPPORT ITS 24/7 RESOURCE CENTER OPERATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Police Department, as part of its ongoing endeavors to serve the residents of the City of Riviera Beach, recognizes the need for Crime Prevention and Education Programs; and

WHEREAS, The Police Chief seeks to implement and support efforts designed to prevent crime and disrupt potential criminal activity; and

WHEREAS, The Police Department seeks funding for a donation to 2-1-1 Palm Beach/Treasure Coast in the amount of \$1,000.00; and

WHEREAS, This request is consistent with the provisions of Florida State Statute §932.7055.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

SECTION 1: The City Council approves the donation of \$1,000.00 to 2-1-1 Palm Beach/Treasure Coast.

SECTION 2: The City Council authorizes the Director of Finance and Administrative Services to appropriate the fund balance from the Law Enforcement Trust Fund Account No. 150-00-358200 in the amount of \$1,000.00.

RESOLUTION NO. 116-14
PAGE 2

SECTION 3: This Resolution shall take effect immediately upon its approval.

PASSED AND ADOPTED this 15 day of October, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

ATTEST:



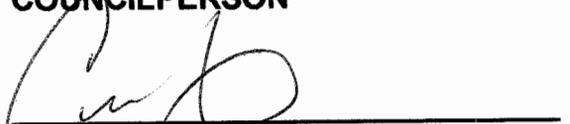
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON

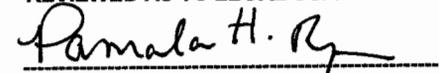


CEDRICK A. THOMAS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, ESQ., B.C.S., CITY ATTORNEY

DATE: 10/15/14

RESOLUTION NO. 116-14
PAGE 3

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

B. GUYTON Absent

J. DAVIS Aye

C. THOMAS Aye

D. PARDO Aye

T. DAVIS Absent

RESOLUTION NO. 117-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE GRANT FUNDS FROM THE OFFICE OF THE ATTORNEY GENERAL - VICTIMS OF CRIME ACT (VOCA) FOR THE VICTIM ADVOCATE PROGRAM IN THE AMOUNT OF \$53,974. TO CONTINUE WITH CRISIS RESPONSE SERVICES FOCUSING IN AREAS OF HOMICIDE, DOMESTIC VIOLENCE, CHILD DEATHS, AND ELDERLY VICTIMIZATION; AUTHORIZING THE MAYOR TO EXECUTE A CERTIFICATE OF ACCEPTANCE OF GRANT AWARD; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP THE BUDGET IN FUND 125; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Office of the Attorney General has established a Victims of Crime Act (VOCA) Grant Program; and

WHEREAS, the City of Riviera Beach has been awarded funds in the amount of \$53,974. which requires a twenty percent (20%) match of \$13,494. which will be provided through in-kind match services from the City for a total of \$67,468.; and

WHEREAS, these funds will be used for continuing the Department's crisis response services, crisis intervention, and assisting investigators.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

SECTION 1: That the City Council accepts the Grant Funds on behalf of the City, and authorizes the Mayor's execution of the Certificate of Acceptance of Sub-Grant Award.

RESOLUTION NO. 117-14
PAGE 2

SECTION 2: The Director of Finance and Administrative Services is authorized to set up the budget as follows:

Fund 125	Account Number	Account Description	Amount
Revenue	125-00-334296		\$53,974.
Expenditure	125-0817-521-0-1201	Reg. Salary & Wages	\$48,305.
Expenditure	125-0817-521-0-1401	FICA	\$ 3,695.
Expenditure	125-0817-521-0-4001	VOCA - Operating	\$ 1,974.
		TOTAL	\$53,974.

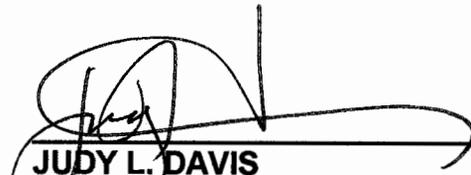
SECTION 3: This resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND ADOPTED this 15 day of October, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

ATTEST:

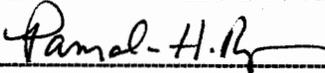


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM

REVIEWED AS TO LEGAL SUFFICIENCY

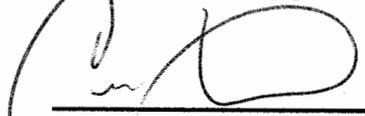


PAMALA HANNA RYAN, ESQ., B.C.S.
CITY ATTORNEY



BRUCE A. GUYTON
COUNCILPERSON

DATE: 10/15/14



CEDRICK A. THOMAS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

RESOLUTION NO. 117-14
PAGE 3

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

B. GUYTON Absent

J. DAVIS Aye

C. THOMAS Aye

D. PARDO Aye

T. DAVIS Absent

RESOLUTION NO. 118-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO APPROPRIATE \$10,000.00 FROM THE LAW ENFORCEMENT TRUST FUND FOR IMPLEMENTING AND OUTFITTING A CRIME PREVENTION VEHICLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Police Department, as part of its ongoing endeavors to service the residents of the City of Riviera Beach, recognizes the need for the implementation of a Crime Prevention Vehicle; and

WHEREAS, the vehicle will greatly enhance the Police Department's crime prevention and community outreach efforts; and

WHEREAS, the Police Department seeks funding to implement and outfit an existing fleet vehicle utilizing Law Enforcement Trust Fund funds; and

WHEREAS, the request is consistent with the provisions of Florida State Statute §932.7055.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: The City Council approves the crime prevention vehicle implementation and outfitting of same as set for by the Police Department.

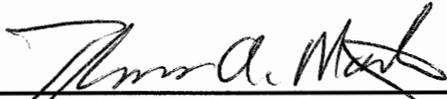
SECTION 2: The City Council authorizes the Director of Finance and Administrative Services to appropriate the fund balance from the Law Enforcement Trust Fund for these expenditures as follows:

150-0817-521-0-5250 Oper Small Equipment \$10,000

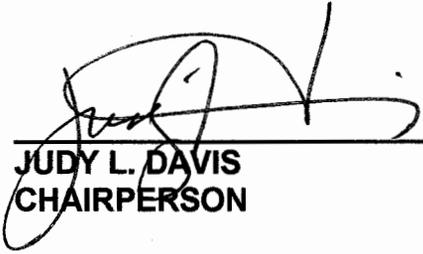
SECTION 3: This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 15 day of October, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR

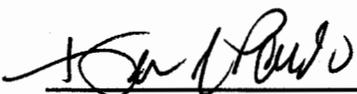


JUDY L. DAVIS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

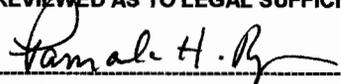
B. GUYTON Absent

J. DAVIS Aye

C. THOMAS Aye

D. PARDO Aye

T. DAVIS Absent

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, B.C.S.
CITY ATTORNEY

DATE: 10/15/14

RESOLUTION NO 119-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE DRAINAGE EASEMENT FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION ALONG AVENUE I FROM S.R. 710 NORTH TO THE NORTH END OF THE AVENUE I RIGHT-OF-WAY NORTH OF W. 10TH STREET AS SHOWN ON EXHIBIT A; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (FDOT) proposes to reconstruct S.R. 710 (Beeline Highway) from Australian Avenue to Old Dixie Highway, in the City of Riviera Beach, Palm Beach County, Florida; and

WHEREAS, FDOT is constructing a drainage retention area on W. 13th Court for drainage of this segment of the S.R. 710 project; and

WHEREAS, FDOT needs a drainage easement to install a drainage pipe on Avenue I from S.R. 710 along Avenue I north to the end of the right-of-way north of W. 10th street for a distance of approximately 650' as shown on Exhibit A; and

WHEREAS, Avenue I is a City right-of-way; and

WHEREAS, FDOT has requested the City provide a drainage easement to FDOT on Avenue I from S.R. 710 along Avenue I north to the end of the right-of-way north of W. 10th Street for a distance of approximately 650' as shown on Exhibit A.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the drainage easement attached as Exhibit B, to the Florida Department Of Transportation (FDOT), from SR 710 north along Avenue I north to the end of the right-of-way north of W. 10th street for a distance of approximately 650' is hereby approved.

SECTION 2. That the Mayor and City Clerk are authorized to execute the same.

SECTION 3. That this resolution shall take effect upon its passage.

PASSED and APPROVED this 15 day of October, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR

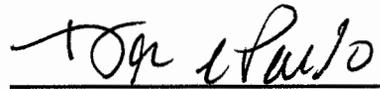


JUDY L. DAVIS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

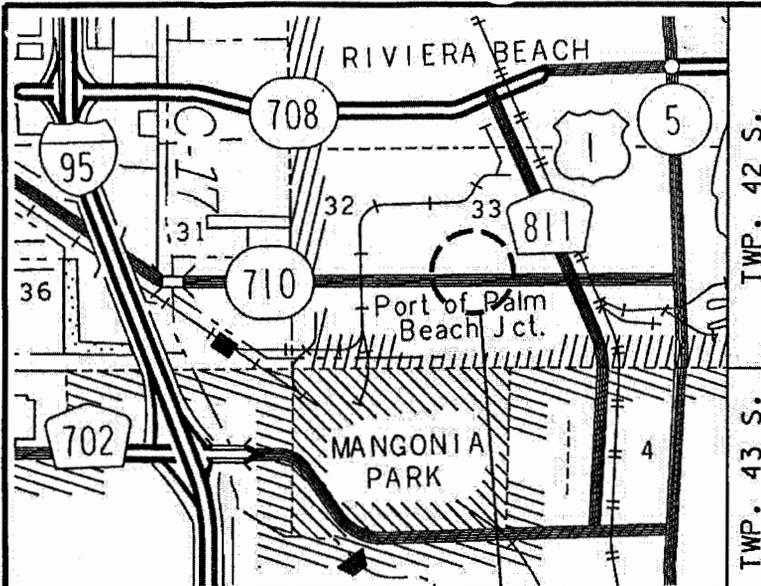
- J. DAVIS Aye
- D. PARDO Aye
- B. GUYTON Absent
- C. THOMAS Aye
- T. DAVIS Absent

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, B.C.S.,
CITY ATTORNEY

DATE: 10/15/14

EXHIBIT "A"



RGE. 43 E.
PARCEL LOCATION
 NOT TO SCALE

LEGEND:

- Δ ▪ DELTA
- ⊕ ▪ BASELINE
- C.B. ▪ CHORD BEARING
- L ▪ LENGTH
- (P) ▪ PLAT
- P.B. ▪ PLAT BOOK
- P.E. ▪ PERPETUAL EASEMENT
- PG. ▪ PAGE
- P.O.B. ▪ POINT OF BEGINNING
- R ▪ RADIUS
- RGE. ▪ RANGE
- SEC. ▪ SECTION
- S.R. ▪ STATE ROAD
- TWP. ▪ TOWNSHIP

GENERAL NOTES:

1. BEARINGS AND COORDINATES ARE RELATIVE TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, TRAVERSE MERCATOR PROJECTION, NAD 1983/90. GRID DISTANCES HAVE A MEAN SCALE FACTOR OF 1.000045. THE BEARING FROM "FRUIT" TO "REDEYE" IS SOUTH 88°24'13" EAST.
 CONTROL STATION: NORTHING: EASTING:
 FRUIT 884,192.257 964,423.406
 REDEYE 884,164.301 965,426.429
2. ALL BEARINGS AND DISTANCES ARE CALCULATED UNLESS OTHERWISE NOTED.
3. THIS PARCEL SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
4. PARCEL 800 - AREA - 1.141 ACRES

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION
 SURVEYING AND MAPPING
 3400 WEST COMMERCIAL BOULEVARD
 FT. LAUDERDALE, FLORIDA 33309
 954-777-4551

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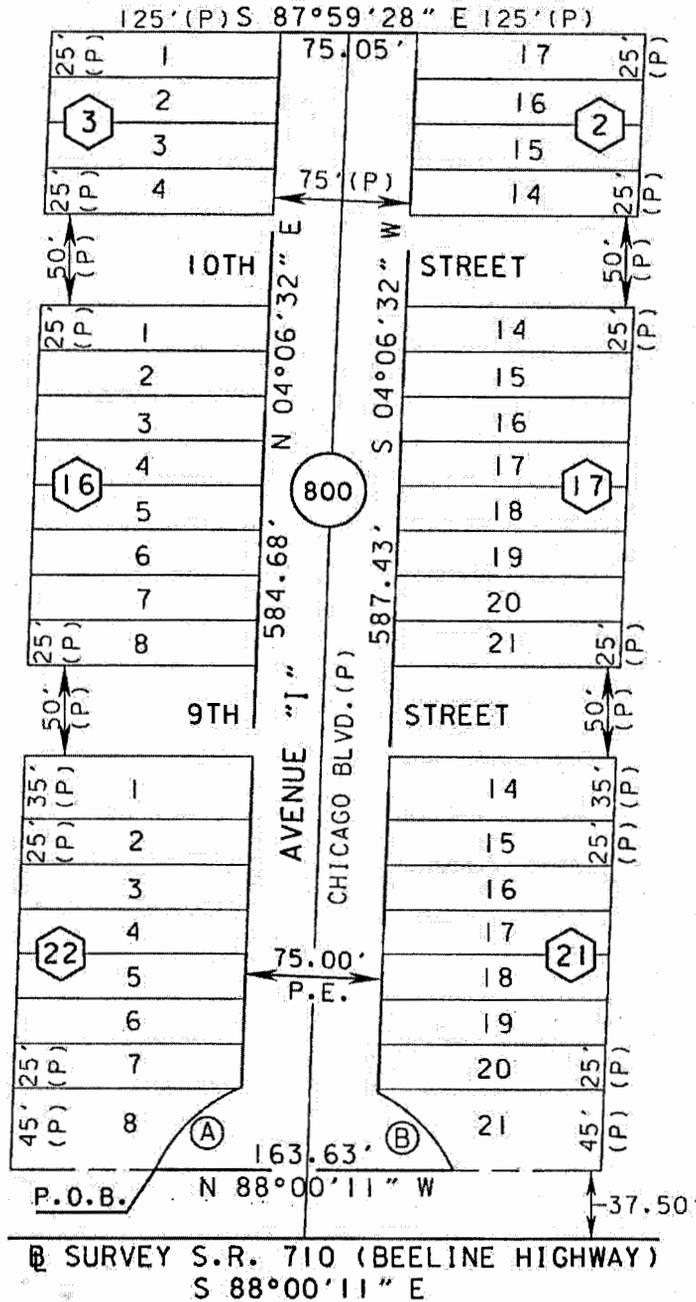
FLORIDA DEPARTMENT OF TRANSPORTATION
PARCEL SKETCH - NOT A FIELD SURVEY

STATE ROAD NO. 710 (BEELINE HIGHWAY) PALM BEACH COUNTY

BY	DATE	PREPARED BY:	SCALE:
		F.D.O.T. DISTRICT 4	NOT TO SCALE
DRAWN	T.BROWN	07/10/14	
CHECKED	CEFOLIA	07/11/14	

EXHIBIT "A"
CITY OF RIVIERA BEACH
INLET CITY
P.B. 7, PG. 27

SCALE: 1" = 100'
 SEC. 33, TWP. 42 S., RGE. 43 E.



CURVE (A)
 R=90.00'
 $\Delta=42^\circ 51' 48''$
 L=67.33'
 C.B.=N 48°03'11" E

CURVE (B)
 R=90.00'
 $\Delta=38^\circ 38' 22''$
 L=60.69'
 C.B.=S 41°56'49" E

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FLORIDA DEPARTMENT OF TRANSPORTATION
PARCEL SKETCH - NOT A FIELD SURVEY

STATE ROAD NO. 710 (BEELINE HIGHWAY)

PALM BEACH COUNTY

DRAWN		BY	DATE	PREPARED BY:		SCALE:
CHECKED		CEFOLIA	07/11/14	F.D.O.T. DISTRICT 4		1" = 100'
REVISION		BY	DATE	F.P. NO. 2298961		SECTION 93310-2505
						SHEET 2 OF 3

EXHIBIT "A"

Parcel 800 - Perpetual Easement

A portion of Avenue "I" (Chicago Boulevard), INLET CITY, according to the plat thereof, as recorded in Plat Book 7, Page 27, of the Public Records of Palm Beach County, Florida, lying in Section 33, Township 42 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of Lot 8, Block 22 of said plat of INLET CITY, also being a point on a curve concave Southeasterly, having a chord bearing of North 48°03'11" East; thence Northeasterly along said curve, having a radius of 90.00 feet, through a central angle of 42°51'48", an arc distance of 67.33 feet to a point on the Westerly Existing Right of Way line of said Avenue "I" (Chicago Boulevard) and the end of said curve; thence North 04°06'32" East along said Westerly Existing Right of Way line, a distance of 584.68 feet; thence South 87°59'28" East, a distance of 75.05 feet to a point on the Easterly Existing Right of Way line of said Avenue "I" (Chicago Boulevard); thence South 04°06'32" West along said Easterly Existing Right of Way line, a distance of 587.43 feet to a point on curve concave Southwesterly, having a chord bearing of South 41°56'49" East; thence Southeasterly along said curve, having a radius of 90.00 feet, through a central angle of 38°38'22", an arc distance of 60.69 feet to the end of said curve; thence North 88°00'11" West, a distance of 163.63 feet to the POINT OF BEGINNING.

Containing 1.141 acres, more or less.

I hereby certify that the sketch and legal description was prepared under my direction and that said sketch and legal description is in compliance with the minimum technical standards as set forth by the Florida Board of Professional Surveyors & Mappers, in Chapter 5J-17.050-052 Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

Louis A. Cefolia 7/11/2014
 Louis A. Cefolia Date
 Florida Surveyor & Mapper No. 6318
 Florida Department of Transportation

Not valid unless signed and sealed.

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				FLORIDA DEPARTMENT OF TRANSPORTATION	
				PARCEL SKETCH - NOT A FIELD SURVEY	
				STATE ROAD NO. 710 (BEELINE HIGHWAY)	PALM BEACH COUNTY
		BY	DATE	PREPARED BY:	SCALE:
				F.D.O.T. DISTRICT 4	NOT TO SCALE
		DRAWN	T.BROWN	07/10/14	
REVISION	BY	DATE	CHECKED	CEFOLIA	07/11/14
				F.P. NO. 2298961	SECTION 93310-2505
				SHEET 3 OF 3	

EXHIBIT B

07-PE.13-06/93

This instrument prepared	Parcel No.	800.1
under the direction of:	Item/Segment No.	2298961
Laurice C. Mayes, Esq. <i>R.M. Mayes</i>	Section:	93310-2505
Legal description prepared by <i>R.M. Mayes</i>	Managing District:	04
Grace K. Abel (01-23-14)	S.R. No.	710
Department of Transportation	County:	Palm Beach
3400 W. Commercial Boulevard		
Ft. Lauderdale, Florida 33309		

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this _____ day of _____, 201____, by the CITY OF RIVIERA BEACH, a municipal corporation of the State of Florida, whose address is: 600 Blue Heron Boulevard, Riviera Beach, Florida 33401-4311, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, its successors and assigns, grantee.

In consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, grantor hereby grants unto the grantee, its successors and assigns, a perpetual non-exclusive drainage easement for the purpose of clearing and excavating a trench and installing and maintaining underground drainage pipes and facilities under the following described land in Palm Beach County, Florida (the "Easement Area"), viz:

Parcel No 800

Item/Segment No. 2298961
(Section 93310-2505)

A portion of Avenue "I" (Chicago Boulevard), INLET CITY, according to the plat thereof, as recorded in Plat Book 7, Page 27, of the Public Records of Palm Beach County, Florida, lying in Section 33, Township 42 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of Lot 8, Block 22 of said plat of INLET CITY, also being a point on a curve concave Southeasterly, having a chord bearing of North 48°03'11" East; thence Northeasterly along said curve, having a radius of 90.00 feet, through a central angle of 42°51'48", an arc distance of 67.33 feet to a point on the Westerly Existing Right of Way line of said Avenue "I" (Chicago Boulevard) and the end of said curve; thence North 04°06'32" East along said Westerly Existing Right of Way line, a distance of 584.68 feet; thence South 87°59'28" East, a distance of 75.05 feet to a point on the Easterly Existing Right of Way line of said Avenue "I" (Chicago Boulevard); thence South 04°06'32" West along said Easterly Existing Right of Way line, a distance of 587.43 feet to a point on curve concave Southwesterly, having a chord bearing of South 41°56'49" East; thence Southeasterly along said curve, having radius of 90.00 feet, through a central angle of 38°38'22", an arc distance of 60.69 feet to the end of said curve; thence North 88°00'11" West, a distance of 163.63 feet to the POINT OF BEGINNING.

Containing 1.141 acres, more or less.

This grant of easement is subject to the following terms and conditions:

1. Grantee shall be obligated to maintain the drainage facilities placed within the Easement Area in good condition and repair, all at the sole cost and expense of grantee.
2. Grantor expressly reserves all rights of ownership in and to the Easement Area and the right to use the Easement Area for all purposes which do not interfere with the use by grantee of the Easement Area for its drainage purposes, including, but not limited to, the right to improve or maintain the surface of the Easement Area. The grantee's right to use the Easement Area shall be non-exclusive and grantor reserves the right to grant further easements on, over, under or across the Easement Area. If additional easements are granted within the Easement Area, grantor, or the recipient of the easement, shall provide grantee, Palm Beach Operations, 7900 Forest Hill Boulevard, West Palm Beach, Florida 33413 with fifteen (15) days notice prior to the commencement of any work within the Easement Area. In addition, grantor shall include a provision in such easement to the effect that grantee's drainage facilities will not be disturbed or damaged.
3. Grantee shall use the Easement Area in accordance with all applicable laws, rules and regulations of governmental authorities having jurisdiction over the Easement Area. Any damage to the Easement Area caused by grantee or the agents, employees, permittees, licensees or other designees of grantee shall be promptly repaired by grantee and restored to substantially the same condition as existed prior to the damage.
4. To the extent allowed by Florida law, grantee, by its acceptance and use of the Easement Area, hereby agrees to be responsible for any damage or injury caused by grantee's negligence in connection with the use by grantee of the Easement Area. Nothing contained herein shall be construed as a waiver of sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes.
5. All work performed by grantee within the Easement Area shall be substantially in accordance with the plans and specifications prepared by Kimley-Horn and Associates, Inc. dated 4/10/2014 for Financial Project Id 2298961-1-52-01, and attached herein as Exhibit "A".

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTEST: *C. E. Ward*
Print Name: Carrie E. Ward
Its City Clerk 10/15/14

CITY OF RIVIERA BEACH, a
municipal corporation of
the State of Florida

By: _____
Print Name: _____
Its Mayor

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____ Mayor, who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

RESOLUTION NO. 120-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE 2015 DR. MARTIN LUTHER KING JR. BUDGET AND ACTIVITIES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, each year the City of Riviera Beach recognizes and celebrates the birthday of the former civil rights leader, Dr. Martin Luther King, Jr.; and

WHEREAS, staff is requesting City Council's approval for the 2015 Dr. Martin Luther King, Jr. budget and activities; and

WHEREAS, City Council approved funds for the 2014- 2015 Dr. Martin Luther King, Jr. celebration in the amount of \$19,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA THAT:

SECTION 1. That the below revenues and expenditures be approved for the 2015 Dr. Martin Luther King, Jr. celebrations.

REVENUE		EXPENDITURE - 2014	
General Fund Contingency	\$19,000	Senior Citizen Luncheon	\$12,000
MLK Parade Activity Fees	\$620	Youth Event	\$2,450
Souvenir Journal	\$1,900	Gala Parade	\$6,400
Banquet fees	\$4,150	Banquet	\$9,000
Vendor Fees	\$1,625	Community Service Day	\$450
Donations	\$4,000	Candlelight Vigil	\$25
	\$31,645		\$30,325

SECTION 2. This Resolution shall take effect upon its passage.

PASSED AND APPROVED this 15 day of October 2014.

APPROVED:

Thomas A. Masters
THOMAS A. MASTERS
MAYOR

Judy L. Davis
JUDY L. DAVIS
CHAIRPERSON

ATTEST:

Carrie E. Ward
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

Dawn S. Pardo
DAWN S. PARDO
CHAIR PRO TEM

Cedrick A. Thomas
CEDRICK A. THOMAS
COUNCILPERSON

Bruce A. Guyton
BRUCE A. GUYTON
COUNCILPERSON

Terence D. Davis
TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

B. GUYTON Absent

J. DAVIS Aye

C. THOMAS Aye

D. PARDO Aye

T. DAVIS Absent

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala H. Ryan
PAMALA HANNA RYAN, B.C.S.
CITY ATTORNEY

DATE: 10/15/14

RESOLUTION NO. 121-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH, WHICH INCREASES THE CITY'S MAXIMUM YEARLY CONTRIBUTION TO THE SINGER ISLAND DUNE RESTORATION PROJECT FROM A MAXIMUM OF \$200,000 PER YEAR TO A MAXIMUM OF \$500,000 PER YEAR; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SECOND AMENDMENT; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO AMEND THE FY 15 BUDGET FOR SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City entered into a long-term (10 year) Interlocal Agreement (R-2012-1597) with Palm Beach County on October 16, 2012 to share the costs for periodic dune restoration to occur on the beach, east of the condominium properties affected by severe beach erosion, from Ocean Reef Park to the northern Riviera Beach City limit; and

WHEREAS, the October 16, 2012 Agreement provided that the City would reimburse the County for 20% of the costs of such periodic routine dune restoration expenses up to an amount not exceeding \$200,000 in any particular fiscal year; and

WHEREAS, subsequent to execution of the Agreement, Hurricane Sandy hit the coast of Florida, which caused a significant erosion event beyond the scope of the routine dune restoration the County had planned to perform at the Restoration Area in the fall of 2012; and

WHEREAS, to compensate for the sand lost due to Hurricane Sandy, the County was required to place an additional 16,000 cubic yards of sand at the Restoration Area, which increased the City's 20% share of the public expenses to \$339,000 for fiscal year 2012-2013; and

WHEREAS, the City adopted Resolution 37-13 on April 3, 2013, which approved the first additional amendment to the Interlocal Agreement between the City and the County to address the costs of the sand lost at the Restoration Area due to Hurricane Sandy; and

WHEREAS, the City will not be responsible for any Dune Restoration expenses exceeding \$500,000 in any fiscal year.

RESOLUTION NO. 121-14

PAGE 2 of 3

WHEREAS, the City and County wish to amend the Interlocal Agreement to reflect the changes presented in the attached second amendment; and

WHEREAS, the County has proposed a second amendment to the Interlocal Agreement to increase the maximum expenditure limit to a maximum of \$500,000 in any particular fiscal year; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. That the Mayor and City Clerk are authorized to execute the second Amendment to the Interlocal Agreement with Palm Beach County for the purpose of paying the City's share of dune restoration expenses not to exceed a maximum of \$500,000 of the Eligible Restoration Expenses incurred by the County for the Singer Island Dune Restoration Project.

SECTION 2. That the City's Director of Finance and Administrative Services is authorized to amend the FY 15 Budget for same.

SECTION 2. That the Mayor and Director of Finance and Administrative Services is authorized to make payment for same from account number 305-0717-537-1-6301.

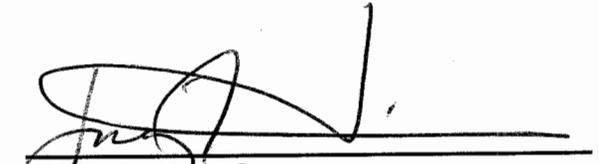
SECTION 3. This Resolution shall take effect immediately upon approval by City Council.

PASSED and APPROVED this 15th day of OCTOBER , 20 14 .

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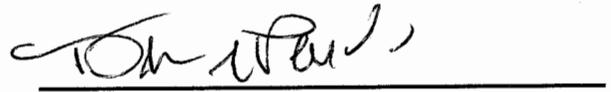
APPROVED:


THOMAS A. MASTERS
MAYOR

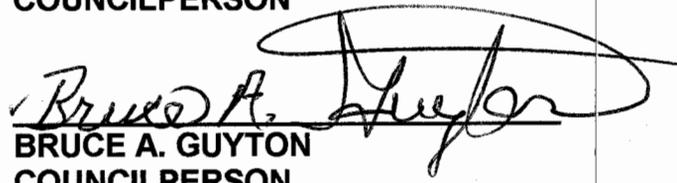

JUDY L. DAVIS
CHAIRPERSON

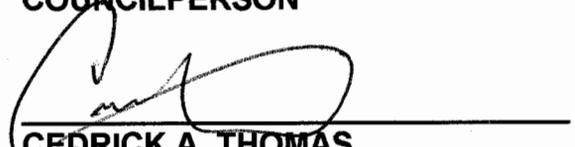
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


TERENCE D. DAVIS
COUNCILPERSON


BRUCE A. GUYTON
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

J. DAVIS AYE

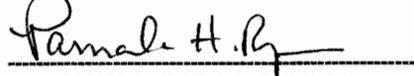
D. PARDO AYE

T. DAVIS AYE

B. GUYTON AYE

C. THOMAS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, B.C.S.,
CITY ATTORNEY

DATE: 10/15/14

RESOLUTION NO. 122-14

A RESOLUTION THE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, RECOGNIZING FLORIDA CITY GOVERNMENT WEEK OCTOBER 19-25, 2014 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, city government is the government closest to most citizens, and the one with the most direct impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Florida City Government Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Florida City Government Week offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

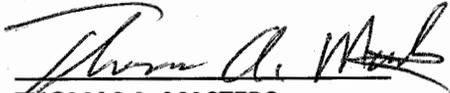
SECTION 1. That the City of Riviera Beach does encourage all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

SECTION 2. That the City of Riviera Beach does encourage educational partnerships between city government and schools.

SECTION 3. That the City of Riviera Beach does support and encourage all city governments to actively promote and sponsor "Florida City Government Week".

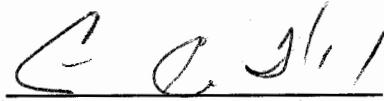
PASSED AND APPROVED this 15 day of October, 2014.

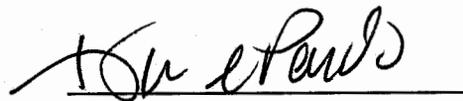
APPROVED:

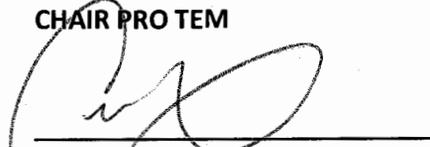

THOMAS A. MASTERS
MAYOR

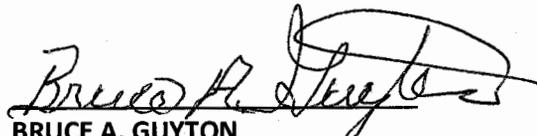

JUDY L. DAVIS
CHAIRPERSON

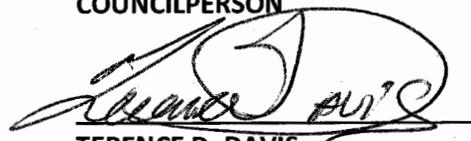
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON


BRUCE A. GUYTON
COUNCILPERSON


TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

J. DAVIS Aye

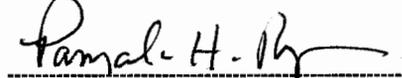
D. PARDO Aye

C. THOMAS Aye

B. GUYTON Absent

T. DAVIS Absent

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, B.C.S.
CITY ATTORNEY

DATE: 10/15/14

RESOLUTION NO. 123-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SUPPORTING THE CONTINUED MEMBERSHIP OF PALM BEACH COUNTY IN THE TREASURE COAST REGIONAL PLANNING COUNCIL; PROVIDING FOR DISTRIBUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 7, 2014 the Palm Beach County Board of County Commissioners took action by means of a 4-3 vote authorizing its staff to research the procedure to withdraw Palm Beach County (the "County") from the Treasure Coast Regional Planning Council ("TCRPC") and to request membership in the South Florida Regional Planning Council ("SFRPC"); and

WHEREAS, the County has been a member of the TCRPC for more than thirty-five (35) years, since 1976; and

WHEREAS, during this tenure, the staff at the TCRPC has become acutely aware of the issues and concerns of the County as well as of the thirty-eight (38) Municipalities located therein, including the interests of the City of Riviera Beach, which encompass land use planning, growth management, water concerns and transportation demands; and

WHEREAS, it has not been demonstrated that the SFRPC has the same depth of understanding of the issues that the County and its municipalities are facing, and the strategic policies found in the TCRPC Regional Policy Plan differ greatly from those found in the SFRPC Regional Policy Plan; and

WHEREAS, since County ad valorem tax dollars are used to pay for the membership in the TCRPC, each property owner is paying for this membership and should be provided reasoning as to how such a move would benefit all local governments located in the County, which to date has not been provided; and

WHEREAS, the experience and relationships created by working with the TCRPC for more than thirty-five (35) years and the comprehensive understanding that the TCRPC staff has of the County's and the thirty-eight (38) municipalities' land use issues should not be discarded without substantial analysis and justification, which has not been articulated to date.

RESOLUTION NO. 123-14
PAGE 2 of 3

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. The City Council supports the continued membership of Palm Beach County in the Treasure Coast Regional Planning Council.

SECTION 2. The City Council requests distribution of this resolution to the Palm Beach County Board of County Commissioners and the Treasure Coast Regional Planning Council.

SECTION 3. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 5TH day of NOVEMBER, 2014.

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RESOLUTION NO. 123-14

PAGE 3 of 3

APPROVED:

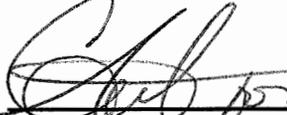


THOMAS A. MASTERS
MAYOR

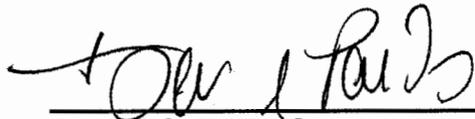


JUDY L. DAVIS
CHAIRPERSON

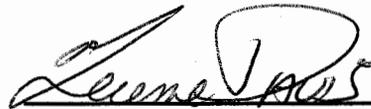
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



TERENCE D. DAVIS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

J. DAVIS AYE

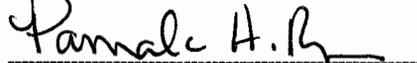
D. PARDO AYE

T. DAVIS AYE

B. GUYTON AYE

C. THOMAS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, B.C.S.,
CITY ATTORNEY

DATE: 11/5/14

RESOLUTION NO. 124-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SCHEDULEING THE NOVEMBER 6, 2014 SISTER CITIES JOINT MEETING AND PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City of Riviera Beach desires to hold a joint meeting to receive, discuss, and act upon matters of mutual interest with the City of West Palm Beach, City of Lake Worth, the Town of Mangonia Park and the Town of Lake Park; and

WHEREAS, Florida Statute Section 166.0213 requires the time and place of a joint meeting with another municipality shall be prescribed by ordinance or resolution; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

SECTION 1. The City Council of the City of Riviera Beach, Florida states that it will hold its joint sister cities meeting to receive, discuss, and act upon matters with the City of West Palm Beach, City of Lake Worth, the Town of Mangonia Park and the Town of Lake Park at 4:00 p.m. on November 6, 2014 at City of West Palm Beach, 401 Clematis Street, Flagler Gallery, 1st Floor, West Palm Beach, Florida.

SECTION 2. This Resolution shall take effect immediately upon its passage and approval by City Council.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER, 2014.

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APPROVED:



THOMAS A. MASTERS
MAYOR

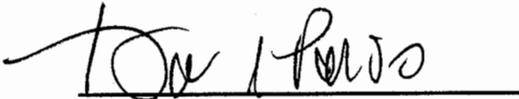


JUDY L. DAVIS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



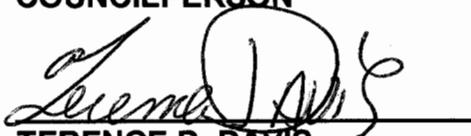
DAWN S. PARDO
CHAIR PRO-TEM



CEDRICK A. THOMAS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

C. THOMAS AYE

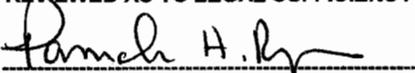
D. PARDO AYE

J. DAVIS AYE

B. GUYTON AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, B.C.S., CITY ATTORNEY

DATE: 11/4/14

RESOLUTION NO. 125-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE DONATION OF \$2,000.00 FROM TARGET CORPORATION FOR THE "SHOPPING WITH HEROES" HOLIDAY SHOPPING PROGRAM; AUTHORIZE THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP A BUDGET FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Police Department, as part of its ongoing endeavors to serve the residents of the City of Riviera Beach, recognizes the need for Crime Prevention and Education Programs; and

WHEREAS, The Police Chief seeks to implement and support Law Enforcement efforts designed to prevent crime and disrupt potential criminal activity and provide positive interaction between Public Safety personnel and civilians; and

WHEREAS, The Police Department, in partnership with Target Corporation and Washington Elementary School, have established an annual "Shopping with Heroes" Holiday Shopping Program, for qualifying children from Grades 2-5; and

WHEREAS, The City of Riviera Beach has been awarded a \$2,000.00 donation from Target Corporation in support of the continuation of this program in 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

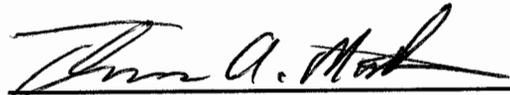
SECTION 1: The staff is authorized to accept the \$2,000.00 donated by Target Corporation in support of the "Shopping with Heroes" Holiday Shopping Program.

SECTION 2: The Director of Finance and Administrative Services is authorized to set up a budget for this program.

SECTION 4: This Resolution shall take effect immediately upon its approval.

PASSED AND ADOPTED this 5TH day of NOVEMBER, 2014.

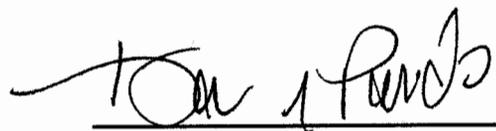
APPROVED:

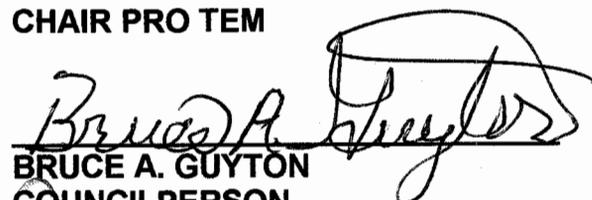

THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


BRUCE A. GUYTON
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

B. GUYTON AYE

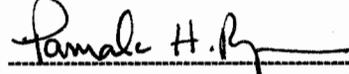
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, ESQ., B.C.S., CITY ATTORNEY

DATE: 11/5/14

RESOLUTION NO. 126-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT FOR FIRE VEHICLE MAINTENANCE WITH PALM BEACH COUNTY, FLORIDA, FOR FISCAL YEARS 2014-2018, TO PROVIDE MAINTENANCE AND EMERGENCY REPAIRS FOR THE CITY'S FIRE RESCUE EMERGENCY RESPONSE APPARATUS IN AN AMOUNT NOT TO EXCEED \$225,000 PER FISCAL BUDGET YEAR; FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM APPROPRIATE ANNUAL OPERATING ACCOUNT(S); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Riviera Beach Fire Rescue Provides Fire and Emergency Medical Services within the City of Riviera Beach; and

WHEREAS, Riviera Beach Fire Rescue has repair and maintenance needs to keep emergency apparatus operating safely and efficiently; and

WHEREAS, Palm Beach County has agreed to provide the needed maintenance and repair services for a competitive rate and favorable terms

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

SECTION 1: The City Council does hereby accept the terms and conditions of the Palm Beach County Interlocal Agreement for the fiscal years 2014-2018, for the provision of maintenance and repairs to Fire Rescues emergency apparatus.

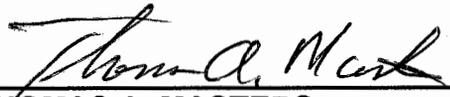
SECTION 2: The City Council authorizes the Mayor and City Clerk to execute the Interlocal Agreement with Palm Beach County.

SECTION 3: The City Council authorizes the Finance Director to make payments for same from the appropriate annual operating accounts.

SECTION 4: This Resolution shall become effective upon its passage by Council.

PASSED AND APPROVED THIS 5TH DAY OF ~~NOVEMBER~~ 2014.

APPROVED:

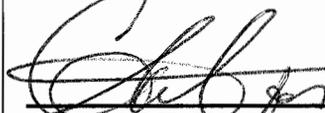


THOMAS A. MASTERS
MAYOR

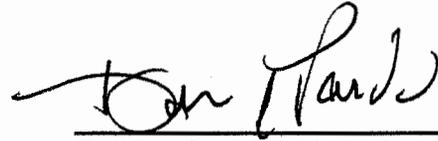


JUDY L. DAVIS
CHAIRPERSON

ATTEST:



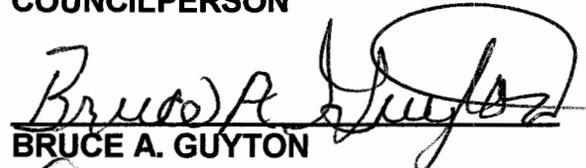
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



TERENCE D. DAVIS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

J. DAVIS AYE

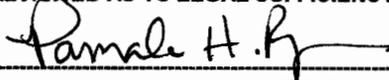
D. PARDO AYE

T. DAVIS AYE

B. GUYTON AYE

C. THOMAS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, B.C.S.,
CITY ATTORNEY

DATE: 11/4/14

RESOLUTION NO. 127-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, BE AMENDED TO RECLASSIFY THE UNCLASSIFIED POSITION OF HUMAN RESOURCES MANAGER TO THE UNCLASSIFIED POSITION OF DIRECTOR, HUMAN RESOURCES AND THAT THE NEW UNCLASSIFIED POSITION BE ADDED TO THE DEPARTMENT HEAD JOB CLASSIFICATION LIST; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the City's desire that the unclassified position of Human Resources Manager be reclassified to Director, Human Resources and added to the Department Head Class Job Classification List; and

WHEREAS, in order to enact the reclassification from Human Resources Manager to Director, Human Resources, the City Council must approve the same.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

SECTION 1. That the unclassified position of Human Resources Manager be reclassified to Director, Human Resources, and be added to the Department Head Job Classification List as follows:

FROM:

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>PAY GRADE</u>	<u>ANNUAL SALARY</u>
Department Head	Human Resources Manager	26	\$ 81,362 – 122,042

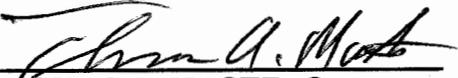
TO:

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>PAY GRADE</u>	<u>ANNUAL SALARY</u>
Department Head	Director, Human Resources Services	28	\$ 88,854 – 133,281

SECTION 2. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED this 5TH day of November, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



TERRENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

J. DAVIS AYE

D. PARDO AYE

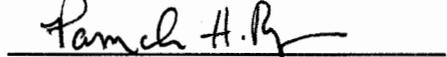
B. GUYTON AYE

C. THOMAS AYE

T. DAVIS AYE

PHR: 1.8.14

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, B.C.S.
CITY ATTORNEY

DATE: 11/5/14

RESOLUTION NO. 128-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN ADDENDUM TO THE MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT WITH U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC. TO FINANCE THE PURCHASE OF TWO (2) RESCUE TRUCKS; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ADDENDUM; FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT WITH HALLMARK FIRE APPARATUS. FOR THE PURCHASE OF THE RESCUE TRUCKS; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE FIVE (5) ANNUAL PAYMENTS IN THE AMOUNT OF \$122,408.07 TO BANCORP; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Riviera Beach Fire Rescue has two (2) vehicles identified in the Vehicle Replacement Plan, that are in need of replacement due to age and/or condition; and

WHEREAS, staff has negotiated a tax-exempt municipal Lease/Purchase Proposal with U.S. Bancorp Government Leasing and Finance, Inc. (Bancorp); and

WHEREAS, the parties will amend the current leasing agreement with Bancorp (currently includes the purchase of police vehicles) to allow for the lease purchase of the two rescue trucks; and

WHEREAS, the current proposal to purchase the rescue trucks is based upon Fire Rescue Vehicles on the Florida Sheriffs Association Annual Vehicle Bid; and

WHEREAS, staff recommends purchasing the vehicles from Hallmark Fire Apparatus.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

SECTION 1. The City Council approves the Addendum to the Master Tax-Exempt Lease/Purchase Agreement with Bancorp.

SECTION 2. The Mayor and City Clerk are authorized to execute the Addendum.

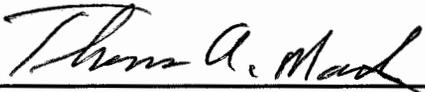
SECTION 3. The Mayor and City Clerk are authorized to execute the Purchase Contract with Hallmark Fire Apparatus.

SECTION 4. The Director of Finance and Administrative Services is authorized to make five (5) annual payments in the amount of \$122,408.07 to U.S. Bancorp Government Leasing and Finance, Inc. for a total of \$612,040.35.

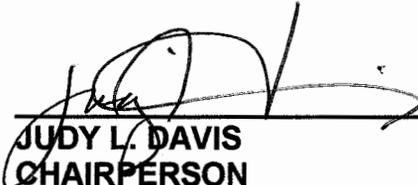
SECTION 5. This resolution shall take effect upon its passage and approval by City Council.

PASSED and APPROVED this 5TH day of NOVEMBER, 2014.

APPROVED:

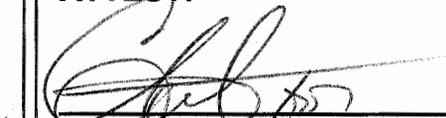


THOMAS A. MASTERS
MAYOR

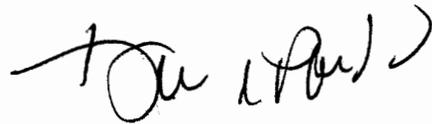


JUDY L. DAVIS
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, B.C.S.
CITY ATTORNEY

DATE: _____

RESOLUTION NO. 128-14
PAGE 3

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

B. GUYTON AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

RESOLUTION NO. 129-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN ADDENDUM TO THE MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT WITH U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC. TO FINANCE THE PURCHASE OF TWO (2) FIRE ENGINES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ADDENDUM; FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT WITH SUTPHEN CORP. FOR THE PURCHASE OF THE FIRE ENGINES (PUMPERS); AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE FIVE (5) ANNUAL PAYMENTS IN THE AMOUNT OF \$209,898.51 TO BANCORP; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Riviera Beach Fire Rescue has two (2) vehicles identified in the Vehicle Replacement Plan, that are in need of replacement due to age and/or condition; and

WHEREAS, staff has negotiated a tax-exempt municipal Lease/Purchase Proposal with U.S. Bancorp Government Leasing and Finance, Inc. (Bancorp); and

WHEREAS, the parties will amend the current leasing agreement with Bancorp (currently includes the purchase of police vehicles) to allow for the lease purchase of the two fire engines; and

WHEREAS, the current proposal to purchase the fire engines is based upon Fire Rescue Vehicles on the Florida Sheriffs Association Annual Vehicle Bid; and

WHEREAS, staff recommends purchasing the vehicles from Sutphen Corporation.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

SECTION 1. The City Council approves the Addendum to the Master Tax-Exempt Lease/Purchase Agreement with Bancorp.

SECTION 2. The Mayor and City Clerk are authorized to execute the Addendum.

SECTION 3. The Mayor and City Clerk are authorized to execute the Purchase Contract with Sutphen Corporation.

SECTION 4. The Director of Finance and Administrative Services is authorized to make five (5) annual payments in the amount of \$209,898.51 to U.S. Bancorp Government Leasing and Finance, Inc. for a total of \$1,049,492.55.

SECTION 5. This resolution shall take effect upon its passage and approval by City Council.

PASSED and APPROVED this 5TH day of NOVEMBER, 2014.

APPROVED:

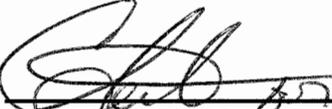


THOMAS A. MASTERS
MAYOR

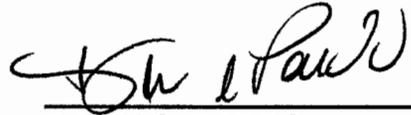


JUDY L. DAVIS
CHAIRPERSON

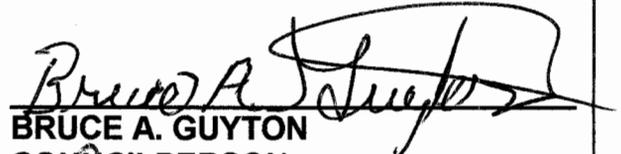
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



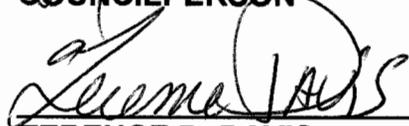
DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



GEDRICK A. THOMAS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, B.C.S.
CITY ATTORNEY

DATE: _____

RESOLUTION NO. 129-14

PAGE 3

MOTIONED BY: D, PARDO

SECONDED BY: C. THOMAS

B. GUYTON AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE