RESOLUTION NO. 46-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND BREKFORD CORPORATION FOR THE RED LIGHT ENFORCEMENT PROGRAM AND STREAMING VIDEO MONITORING TO IMPLEMENT THE CHANGES TO THE MARK WANDALL TRAFFIC SAFETY PROGRAM ACT (LAW OF FLORIDA, 2013-160); AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Law of Florida 2010-80, also known as the Mark Wandall Traffic Safety Program as Florida State Statute §316.0083, signed by Governor Charlie Crist on May 14, 2010, to take effect on July 1, 2010, permits the use of Traffic Infraction Detectors (cameras) to enforce red light violations; and

WHEREAS, On November 9, 2012, the City and the Vendor entered into an Agreement for the Red Light Enforcement Program and Streaming Video Monitoring Services;

WHEREAS, Effective July 1, 2013, the Florida Legislature and Governor approved changes to the Mark Wandall Traffic Safety Program Act to authorize Local Hearings for Red Light Violations (Law of Florida, 2013-160);

WHEREAS, The implementation of a Local Hearing process provides citizens an additional avenue to contest Notices of Violation issued for Red Light violations separate from the Traffic Court process;

WHEREAS, The City and Vendor seek to remove obsolete provisions and amend the Agreement to implement Chapter 2013-160, Laws of Florida.

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

SECTION 1: The City Council hereby approves the First Amendment to Agreement between City of Riviera Beach and Brekford Corporation for the Red Light Enforcement Program and Streaming Video Monitoring Services.

SECTION 2: This Resolution shall take effect immediately upon its approval.

PASSED AND ADOPTED this 4 **day of** June**, 2014.**

RESOLUTION NO. 46-14
PAGE 2

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

B. GUYTON	TARDY
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: 6/4/14

FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF RIVIERA BEACH AND BREKFORD CORPORATION FOR THE RED LIGHT ENFORCEMENT PROGRAM AND STREAMING VIDEO MONITORING SERVICES

THIS FIRST AMENDMENT ("Amendment") is made as of this ____ day of _____, 2014 by and between Brekford Corp., a Delaware corporation, licensed to do business in Florida and having a place of business at 7020 Dorsey Road, Hanover, MD 21076 (the "Vendor") and the City of Riviera Beach, a Florida Municipal Corporation, with an address at 600 West Blue Heron Blvd., Riviera Beach, Florida 33404 (the "City").

RECITALS

WHEREAS, on November 9, 2012, the City and the Vendor entered an agreement for the Red Light Enforcement Program and Streaming Video Monitoring Services (the "Agreement"); and,

WHEREAS, effective July 1, 2013, the Florida Legislature and Governor approved changes to the Mark Wandall Traffic Safety Program Act to authorize local hearings for red light camera violations (Law of Florida, 2013-160); and,

WHEREAS, the implementation of a local hearing process provides citizens an additional avenue to contest notices of violation issued for red light violations separate from the traffic court process; and,

WHEREAS, the City and the Vendor seek to utilize the City's existing code enforcement system to implement the local hearing process; and,

WHEREAS, the City and the Vendor seek to remove obsolete provisions and amend the Agreement to implement Chapter 2013-160, Laws of Florida; and,

WHEREAS, the City Council of the City of Riviera Beach finds amending the Agreement in order to implement the Red Light Enforcement Program pursuant to Chapter 2013-160, Laws of Florida, serves a valid public purpose.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in the Agreement and in this Amendment, the sufficiency of which is hereby acknowledged by the parties, the City and the Vendor agree to amend the Agreement as follows:

1. INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Amendment as true and correct statements.

2. AMENDMENTS TO AGREEMENT. The following amendments are made to the Agreement:

2.0 Definitions:

2.8 "Enforcement Documentation" is amended to include all requests, notices and orders related to a local hearing before the local hearing officer pursuant to State Law.

2.18 "State Law" is amended to mean those statutes adopted and enacted pursuant to Laws of Florida 2010-80 and 2013-160, as may be amended from time to time.

2.19 "Traffic Citation" is amended to mean the traffic citation authorized by State Law to be mailed to the registered owner of a motor vehicle when: payment, an affidavit in compliance with State Law or a request for a hearing pursuant to section 316.0083, Florida Statutes, is not timely received after a Notice of Violation is sent to the registered owner of a motor vehicle involved in a Violation.

7.0 Termination:

7.3 The following language shall be added to the end of paragraph 7.3:

"Upon the termination or expiration of this Agreement, the City shall pay all Fees due to the Vendor under Exhibit "E". However, if the date of termination or expiration is prior to the end of a Month, the Vendor's Fees shall be paid on a pro rata basis and the City shall not be required to pay any Vendor's Fees after the date of termination or expiration."

8.0 Fees to be Paid to Vendor and Payment Processing:

8.2 The following language is added to the end of paragraph 8.2:
"The term 'funds' does not include any revenue collected to pay the City's costs imposed by the local hearing officer if a Violation is upheld at the conclusion of a local hearing held under section 316.0083."

8.3 Paragraph 8.3 is amended in full as follows:
"Unless otherwise required by State Law, Vendor shall be responsible for processing payments of the Civil Fee including any of the City's costs imposed by the local hearing officer. Vendor shall provide payment means through mail, telephone, drop-box, and on-line processing on a weekly basis. Vendor shall track all payments and if feasible handle all applied payments, unapplied payments, overpayments, refunds, adjustments, dismissals and reversals."

32. The following provisions are added to the Agreement:

"Palm Beach County IG: In accordance with Palm Beach County ordinance number 2011-009, this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Vendor should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable."

"Public Records: The Vendor shall comply with all public records laws in accordance with Chapter 119, Florida Statutes, which shall include, but is not limited to:

a. Keep and maintain all records that ordinarily and necessarily would be required by the City to be kept and maintained.
b. Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs 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 are not disclosed except as authorized by law.
d. Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Vendor at the termination of the Agreement and destroy any public records that are exempt or confidential and exempt from public records 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. All records shall be transferred to the City prior to final payment being made to the Vendor.
e. If the Vendor does not comply with this section, the City may unilaterally cancel this Agreement in accordance with Florida law."

Exhibit "B" – Construction and Installation Obligations:

1. Vendor Obligations. The following amendments are made to the Vendor Obligations:

Paragraph 1.18 is amended in full to state:

"If the Civil Penalty is unpaid or the recipient of the Notice of Violation does not file an affidavit of non-responsibility that satisfies the requirement of State Law or does not request a local hearing, then within the time set forth in State Law, the Vendor will automatically issue, by certified mail, a uniform traffic citation, based upon the prior Authorized Employee approval of the Notice of Violation;".

The last sentence of paragraph 1.20 is amended to state:

"This shall include training with respect to the Vendor's System and its operations, strategies for presenting Violation Data at the local hearing and in court and judicial proceedings and a review of the Enforcement Documentation;".

Paragraph 1.21 is amended in full to state:

"Interact with City, court and judicial personnel regarding the implementation of the Vendor System for hearings, the development of a subpoena processing timeline that will permit the offering of Violations Data in hearings and judicial proceedings, and coordination between Vendor, the City and the applicable court or local hearing officer; and".

Paragraph 1.23 is amended in full to state:

"Notice of Violation processing, including receipts of payments, and Traffic Citations. Vendor shall also process all requests for a local hearing, provide notices for the local hearing and provide the City with all information necessary to conduct the local hearing and provide all notices and orders which may result from the local hearing."

2. City Obligations. The following amendment is made to the City's Obligations:

A new paragraph 2.18 is added to the City's Obligations as follows:

"The City shall conduct the local hearings in accordance with State Law. The City will notify the Vendor of the results of the local hearing for further processing."

Exhibit "D" – Violation Processing:

The following language is added to the end of paragraph 14:

"The Vendor shall also prepare and provide to the City standard forms for the local hearings, including but not limited to a Request for Local Hearing, a Notice of Hearing and Order of Local Hearing, which shall comply with State Law. Vendor agrees that the City shall have the right to review and approve the local hearings forms prior to their use, and in the event the City determines additional information should be included in the local hearing forms prior to their use or after implementation, Vendor shall modify the forms, at its sole expense, to include such additional information, subject only to space limitations on the forms."

3. AMENDMENT. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above to this First Amendment for the Red Light Enforcement Program.

WITNESSES:

Signature

Brad Schaeffer
Print Name

Signature

Ruth C. Jones
Print Name

Brekford Corporation

By:
Name: Rodney W. Hillman
Title: President and Coo

[Corporate Seal]

ATTEST:

By: 6/10/14
Carrie E. Ward, MMC
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:
Pamala H. Ryan, B.C.S.
6/4/14
City Attorney

CITY OF RIVIERA BEACH

By:
Thomas Masters,
Mayor

RESOLUTION NO. 47-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE DONATION OF REAL PROPERTY FROM THE CITY OF RIVIERA BEACH, TO THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, CONSISTING OF TWO PARCELS ADJACENT TO WEST 13TH STREET, TOTALING APPROXIMATELY 0.277 ACRES, IN ORDER TO FACILITATE MUNICIPAL MARINA UPLANDS DEVELOPMENT, IN ACCORDANCE WITH THE MARINA DISTRICT MASTER PLAN AND COMMUNITY REDEVELOPMENT PLAN; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE DONATION OF REAL PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council approved the Marina District Master Plan on February, 27, 2013, in accordance with the Community Redevelopment Plan; and

WHEREAS, the City Council found that the Marina District Phase One Site Plan was consistent with the adopted City of Riviera Beach Comprehensive Plan, the Community Redevelopment Plan and the Marina District Master Plan and approved the Marina District Phase One Site Plan on February 5, 2014; and

WHEREAS, the donation of real property from the City to the CRA is necessary to foster Municipal Marina Uplands Development and facilitate further implementation of the Community Redevelopment Plan; and

WHEREAS, the City Council approved a policy outlining the procedure for sale, exchange, or donation of City owned property through Resolution No. 77-12, on June 20, 2012; and

WHEREAS, said policy allows for donation of real property from the City to the Riviera Beach Community Redevelopment Agency (CRA) for the purpose of implementing the Community Redevelopment Plan; and

WHEREAS, the CRA has requested that two City owned parcels be donated to the CRA in accordance with the Community Redevelopment Plan and Marina District Master Plan, with associated boundary surveys attached hereto as "Exhibit 1" and "Exhibit 2"; and

WHEREAS, parcel number one is currently vacant and approximately 0.116 acres in size, located south of East 13th Street and north of Old 13th Street; and

WHEREAS, parcel number two is currently vacant and approximately 0.161 acres in size, located south of East 14th Street and north of East 13th Street; and

WHEREAS, execution of this donation of real property from the City to the CRA is necessary to implement the City's Marina District Master Plan and Marina District Phase One Site Plan.

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

SECTION 1. In accordance with the City's policy for the sale, exchange or donation of real property, the CRA submitted correspondence to the City, requesting the donation of two vacant parcels from the City to the CRA, shown and described herein as "Exhibit 1" and "Exhibit 2", made part of this resolution, and having the following legal descriptions:

EXHIBIT 1 LEGAL DESCRIPTION:

PORTIONS OF LOTS 25, 26, 27 AND 28, BLOCK 2, RIVIERA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 90 AND 91 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 25; THENCE ALONG THE WEST LINE OF SAID LOT 25, NORTH 01°03'56"EAST A DISTANCE OF 50.61 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST 13TH STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 14236, PAGE 1714 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE ALONG THE WESTERLY PROLONGATION OF SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 88°17'30" EAST A DISTANCE OF 100.00 FEET; THENCE ALONG THE EAST LINE OF SAID LOT 28, SOUTH 01°03'56" WEST A DISTANCE OF 50.61 FEET TO THE SOUTHEAST CORNER OF SAID LOT 28; THENCE ALONG THE SOUTH LINE OF SAID LOTS 28, 27, 26 AND 25, NORTH 88°17'30" WEST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 0.116 ACRE, MORE OR LESS.

EXHIBIT 2 LEGAL DESCRIPTION:

LOTS 9 AND 10, BLOCK 2, RIVIERA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 90 AND 91 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS LYING AND BEING IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 0.161 ACRE, MORE OR LESS.

SECTION 2. The aforementioned parcels shown in "Exhibit 1" and "Exhibit 2" have been identified on a location map and attached hereto as "Exhibit 3".

SECTION 3. The City Council finds that the donation of real property from the City to the CRA, shown and described in "Exhibit 1" and "Exhibit 2", is necessary to successfully implement the Community Redevelopment Plan, the Marina District Master Plan and Marina District Phase One Site Plan.

SECTION 4. The City Council hereby approves and authorizes the Mayor and City Clerk to execute the donation of real property from the City to the CRA as shown and described in "Exhibit 1" and "Exhibit 2".

SECTION 5. Should any one or more of the provisions or elements of this resolution be held invalid, such provision or element shall be null and void, and shall be deemed separate from the remaining provisions or elements and shall in no way affect the validity of any of the remaining provisions or elements of the resolution.

SECTION 6. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 4 **day of** June **, 2014.**

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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: C. THOMAS

J. DAVIS	AYE
D. PARDO	AYE
T. DAVIS	AYE
B. GUYTON	TARDY
C. THOMAS	AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 6/4/14

RESOLUTION NO. 48-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, CHANGING THE NAME OF WELLS RECREATION CENTER TO "WELLS RECREATION AND COMMUNITY CENTER"; AUTHORIZING STAFF TO MAKE FACADE CHANGES TO REFLECT THE NEW NAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Wells Recreation Center, located on the corner of Blue Heron Boulevard and "H" Avenue West, was built in 1967, as a facility for use by the public; and

WHEREAS, Wells Recreation Center initially provided basketball and other indoor sports programs, but the facility has grown over the years and now includes, among other things, community activities such as health and job fairs, dances, spring and summer camps, awards and volunteer banquets, back to school events and toy drives. The facility also serves as an emergency shelter and a point of distribution site during emergency situations. Finally, it serves as a polling location for primary and general elections; and

WHEREAS, in an effort to better reflect the change in the use of the facility, the City Council finds it in the best interest of the City to rename the Wells Recreation Center to the "Wells Recreation and Community Center"; and

WHEREAS, this new designation will also have the benefit of allowing the facility to serve as a site for early voting as set out in section 101.657, Florida Statutes (2013).

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 above recitations are true and incorporated herein.

SECTION 2. That the name of the "Wells Recreation Center" is hereby changed to the "Wells Recreation and Community Center."

SECTION 3. That staff is authorized to formally change the name in the City records and make façade changes to the facility to reflect the new name.

SECTION 4. That this resolution shall become effective upon its passage and approval by City Council.

RESOLUTION NO. 46-14
PAGE 2

PASSED and APPROVED this 4 day of June, 2014.

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
COUNCILPERSON

TERENCE D. DAVIS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

J. DAVIS	AYE
D. PARDO	AYE
B. GUYTON	TARDY
T. DAVIS	AYE
C. THOMAS	AYE

PHR: 5.21.2014

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 6/4/14

RESOLUTION NO. 49-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AN AGREEMENT COMMENCING OCTOBER 1, 2013 TO SEPTEMBER 30, 2016 BETWEEN THE CITY OF RIVIERA BEACH AND THE PROFESSIONAL MANAGERS AND SUPERVISOR ASSOCIATION (PMSA) REPRESENTING THE SUPERVISORY EMPLOYEES OF THE CITY OF RIVIERA BEACH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has a Collective Bargaining Agreement between the Professional Managers and Supervisors Association (PMSA) organization representing the supervisory employees of the City of Riviera Beach; and

WHEREAS, by way of this resolution, the City Manager and City Clerk are authorized to sign the agreement; and

WHEREAS, both parties have agreed through union negotiations to make changes to various articles in the bargaining agreement; and

WHEREAS, the language in the attached articles are deleted by strikethrough and the newly proposed language underscored; and

WHEREAS, all of the other contract articles will remain the same; and

WHEREAS, the parties agreed to a wage reopener in year 2015/2016 should the City's ad valorem taxes increase by 4.5% or more for both Fiscal Year 2014/2015 and Fiscal Year 2015/2016.

WHEREAS, the cost of the 2013 – 2014 increase is included in the adopted budget for Fiscal year 2013-2014.

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 City Manager and City Clerk are authorized to execute the collective bargaining agreement between the City of Riviera Beach and the Professional Managers and Supervisors Association (PMSA), that represents the supervisory employees of the City.

SECTION 2. That this Resolution shall take effect upon ratification of its passage and approved by City Council.

PASSED AND APPROVED this 4 day of June, 2014.

APPROVED:

THOMAS A. MASTERS
MAYOR

JUDY L. DAVIS
CHAIRPERSON

ATTEST:

DAWN S. PARDO
CHAIR PRO TEM

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

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 AYE

C. THOMAS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 6/4/14

AGREEMENT BETWEEN

THE CITY OF RIVIERA BEACH, FLORIDA

AND

PROFESSIONAL MANAGERS AND SUPERVISORS ASSOCIATION

CONTRACT YEAR OCTOBER 1, 2013

THROUGH

SEPTEMBER 30, 2016

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ARTICLE 1: PREAMBLE

This Agreement is entered into by the City of Riviera Beach, Florida, hereinafter referred to as the "City" and the Professional Managers and Supervisors Association (PMSA), a division of: FPD/NUHHCE, AFSCME, AFL-CIO, hereinafter referred to as the "Association".

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and meaningful labor relations for the mutual benefit of the City of Riviera Beach in its capacity as an Employer, the Employees, the Association and citizens of the City of Riviera Beach.

The parties recognize that the best interest of the community and the job security of the employees of the City depend upon the Parties success in establishing and maintaining, effective, proper, and superior service to the community.

ARTICLE 2: RECOGNITION

The City hereby recognizes the Professional Managers and Supervisors Association (PMSA), a division of: FPD/NUHHCE, AFSCME, AFL-CIO, as the exclusive bargaining agent for those employees in Riviera Beach in the departments and classifications listed in the Florida Public Employees Relations Commission Certification of Representatives issued in Case No.: EL-2008-028, for the purpose of collective bargaining in good faith on wages, fringe benefits, other terms and conditions of employment affecting ASSOCIATION bargaining unit members, and execution of a written agreement with respect to agreements concerning the terms and conditions of employment.

All references in this Agreement to employees shall be construed to include both male and female employees.

ARTICLE 3: DUES CHECK-OFF

Section 1: Employees covered by this Agreement may authorize payroll deductions for the purpose of paying Association dues and/or deducting for contributions to the Committee on Political Education (COPE). Request for same must be on a prescribed form. No authorization shall be allowed for payment of initiation fees, special assessments, fines, penalties, or delinquent dues, except for Association dues and COPE.

Section 2: The Association will notify the City as to the amount of dues. This notice must state the weekly amount in dollars and cents for each individual member. Such notification will be certified to the City in writing over the signature of an authorized officer of the Association at least thirty (30) calendar days in advance of the effective date. Changes in membership dues will be similarly certified to the City and shall be done at least thirty (30) calendar days in advance of the effective date of such change. Upon Association request, the City Human Resources Department will provide name, base pay, longevity, home address, phone number, and classification on each bargaining unit member. The list will not be used for the purpose of retroactivity.

Section 3: Dues will be deducted weekly (each applicable pay period) and the funds deducted shall be remitted monthly to Association within fifteen (15) days. The Association will indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by other reason of action taken or not taken by the City on account of payroll deductions of Association dues. The Association agrees that in case of overpayment, proper adjustment, if any, will be made to the affected employee by the Association.

Section 4: The Dues Authorization Form shall be that form as shown in Appendix A.

ARTICLE 4: NON DISCRIMINATION

Section 1:. The City and the Association shall not discriminate against any employee for any reason prohibited by law. Consistent with Chapter 447, Florida Statutes, public employees in the State of Florida have the right to self-organization, to form, join, or assist labor associations or labor organizations, or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid protection.

Section 2: The Association and the City may agree to consult on issues of discrimination on sexual harassment with the Human Resources Director or designee. However, the City has no obligation to notify or involve the union in such investigations once a complaint is made or the City otherwise becomes aware of a possible violation of its policies against harassment or discrimination. All parties shall be bound by applicable privileges and state law related to disclosure of any investigation.

Section 3: Employees shall have and retain all rights guaranteed by the United States Constitution, Constitution of the State of Florida, City of Riviera Beach Policies and Procedures and Rules and Regulations, and all applicable statutes.

ARTICLE 5: ASSOCIATION RIGHTS

Section 1: The membership of the Association shall be represented by the Executive Director of the Association or by a person or persons designated in writing to the City Manager by the Executive Director of the Association. The identification of representatives shall be made each year prior to April 1st. The Executive Director of the Association, or the person or persons designated by the said Executive Director, shall have full authority to conclude a collective bargaining agreement on behalf of the Association subject to the majority vote of those employees voting on the question of ratification. It is understood that the Association representative or representatives are the official spokesperson of the Association for the purpose of negotiating with the City. Such negotiations entered into with persons other than those as defined herein, regardless of their position or association with the Association shall be deemed unauthorized and shall have no right or authority in committing or in any way obligating the Association. It shall be the responsibility of the Association to notify the City Manager in writing of any changes in the designations of the Executive Director of the Association or of any certified representative of the Association.

Section 2: The Association, as representative of the employees in the bargaining unit covered by this Agreement, shall have the right to present its views to management on matters of concern either orally or in writing.

Section 3: The City agrees to recognize the officers and coordinators designated by the Association as agents of the Associations. The Association shall furnish written notice to the City Manager's office of such Association office or coordinators prior to it becoming effective. The City recognizes the right of the Association to designate one (1) Primary Coordinator and two (2) Alternate Coordinators from among the regular full time unit employees.

ARTICLE 5: ASSOCIATION RIGHTS (continued)

Section 4: Consistent with applicable law, officials of the Association "with proper identification" and/or coordinator designated by the Association may meet with bargaining unit employees on the City property during non-working times (lunch, official breaks, and before and after working hours) in non-working areas. The meeting shall occur in areas designated by the appropriate department.

Section 5: Stewards shall be allowed reasonable time-off without loss of pay during their regular shift hours for investigating grievances; however, each will first obtain oral permission from the employee's immediate supervisor or in the supervisor's absence, the next level of supervision. Permission will not be unduly withheld by the supervisor.

Section 6: The Association, its members, agents, representatives, or any person acting on its behalf may (1) distribute literature in non-working areas, solicit and advocate support of an employee organization during non-working time. Any employee shown to have violated any provision of this section may be discharged or otherwise disciplined by the City not withstanding further provisions of the laws and not withstanding provisions of any collective bargaining agreement.

Section 7: The Association Coordinator or other designated bargaining unit member may be granted leave without pay for attendance at association conference, training session or other related association business.

Section 8: Effective upon ratification by the parties, a member of the bargaining unit shall voluntarily transfer one (1) hour for annual leave time per fiscal year into a Association Time Pool so that City Association representatives may remain in a paid status while on approved Association leave. One (1) hour will be deducted from the said volunteer member's accrued annual leave in the second pay period of October based upon written authorization by the employee. All authorization forms must be submitted

collectively by the Association to the City in the first week of October. Leave shall be granted in order to attend Association conferences, training sessions, or other related Association business. The Department Director may approve leave time in advance. Pool time shall not be unduly withheld. All requests for the use of the Association time pool shall be submitted through and include authorization from the Association Executive Director if the absence is to be covered by payments from the Association time pool. Charges against the Association time pool shall be documented by the use of an Association time pool authorization form to be completed for each request. At a minimum, the form will identify the name of the user, the number of hours requested, employee's current hourly rate, the purpose of the request, and the signatures of the employee, department director or designee and the Association Executive Director. A record of all time donated and drawn against the Association time pool shall be kept by the Department Director or designee and Association Executive Director and a detailed summary will be submitted on October 1st and April 1st of each fiscal year to the Human Resources Department.

Section 9: Consistent with the accomplishment of the City's Mission, an officer or member of the Association may be granted extended periods of leave to engage in legitimate activities of Association. Such leave shall be arranged through and approved by the Association Executive Director and Department Director. The City agrees to pay an employee from the amount of hours in the time pool at the employee's current daily rate for all time lost upon receipt of Association time pool authorization form.

Section 10: (A) The Association shall be provided bulletin board space in each department on an existing bulletin board at location designated by the City for the purpose of posting Association literature. Association bulletin board may be used to communicate with and inform unit employees. Bulletin board items may include notices

Section 10: (continued)

of meetings, elections, and other related materials pertaining to the welfare of Association members. Notices posted on these bulletin boards shall not contain anything political about the City or any of its officers or employees nor shall any posted materials violate or have the effect of violating the City's rules and regulations.

(B) Information posted must be dated and bear the signature of the Association's authorized representative and must be removed within thirty (30) days by the Association. All costs incident to preparing and posting of Association materials will be borne by the Association.

ARTICLE 6:

EMPLOYEE, MANAGEMENT AND ASSOCIATION COMMUNICATIONS

Section 1: Any proposed changes to Personnel Policies and Procedures that affect the bargaining unit member, will be sent to the Association.

Section 2:

(A) The Association and Management shall meet and consult on a semi-annual basis. Such meetings shall be held at a time and place mutually agreed to by the City and the Association.

(B) The purpose of all consultation meetings shall be to discuss matters relating to administration of this Agreement and any activity which affects unit employees. No such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agendas indicating matters they wish to discuss.

(C) Any decision(s) reached through consultation meetings shall be reduced to writing.

ARTICLE 7: EMPLOYEE RIGHTS

Section 1: Employees covered by this Agreement shall have the protection of all other rights to which they are entitled by rules, and regulations or policies of the City not altered or amended by this Agreement; however, nothing in this section restricts or limits the City's rights under Article 8 to modify such policies or rules and regulations. The Association will be notified of any such changes. The Association retains its right to demand bargaining on the impacts of such changes on the terms and conditions of employment.

Section 2: An employee off-the-job conduct shall not result in disciplinary action unless the conduct is unlawful or improper and/or would tend to affect the employee's relationship to the employee's job, fellow workers, reputation or goodwill in the community.

Section 3: Employee participation in charitable drives is voluntary.

Section 4: An employee will not be required to perform a duty that will endanger the employee or others; however, absent exigent circumstances, the employee shall obey the orders of a supervisor.

Section 5: No employee shall have discipline taken against him based solely on anonymous source without an investigation to substantiate the discipline.

Section 6: Upon request, each employee shall be provided a copy of the current job description. An employee's performance when working outside of the job classification shall not be used negatively for the purposes of the employee's evaluation.

Section 7: Nepotism policies as outlined in the Code of Ordinances shall be uniformly administered throughout the bargaining unit.

ARTICLE 7: EMPLOYEE RIGHTS (continued):

Section 8: The City will pay for or reimburse for all mandatory continuing education (training), recertification, and renewal of licenses required for the position held.

Section 9: Employees shall receive compensation for City declared emergencies consistent with current City Disaster Policy.

ARTICLE 8: MANAGEMENT RIGHTS

Section 1:

The Association recognizes the prerogative of the City to operate and manage its affairs in all respects; in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement, are retained by the City. Management officials of the City retain the right, in accordance with applicable laws, regulations, and provisions of the Civil Service System, but are not limited to the following:

Except as otherwise modified by this Agreement and without limiting the provisions of Section 1, but in order to clarify some of the more important rights retained by management, the Employer shall have the right to:

a. To manage, direct, plan, control and determine services to be conducted by the employees of the City.
b. To classify, evaluate, hire, promote, transfer, schedule, assign, and retain employees' positions of the City.
c. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
d. To relieve employees from duty because of lack of work, funds, or other legitimate reasons.
e. To maintain the efficiency of the operations of the City.
f. To determine the methods, means, and personnel by which such operations are to be conducted.
g. To determine the organization of the City Government.
h. To determine the number of employees to be employed by the City.
i. To determine the number, types and grades of positions of employees assigned to an organization unit, department, or project.

ARTICLE 8: MANAGEMENT RIGHTS (continued)

Section 1: (continued)

j. To determine internal security practices.

k. To determine those matters covered by the Civil Service System. However, no such matters shall usurp the terms and conditions of employees covered by and through this Agreement.

l. To implement the missions and policies as set forth by the City.

m. To introduce new or improved methods, equipment or facilities.

n. To make, publish and enforce rules and regulations that do not alter or amend the wages, hours, terms and conditions of employment of bargaining unit employees covered by and through this Agreement.

Section 2:

The City Council has sole authority to determine the purpose and mission of the City and all its employees and the amount of the budget to be adopted, and shall not in any way, directly or indirectly be subject to the grievance procedure or arbitration; such foregoing is restricted to this Section.

Section 3:

If, in the sole discretion of the City Council, it is determined that Civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 8: MANAGEMENT RIGHTS (continued)

Section 4:

It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described; and employees, at the discretion of the City, may be required to perform duties not within their job description in accordance with the provisions within this Agreement.

Section 5:

If a supervisor is assigned duties outside of their normal job duties, such employees shall be trained and qualified for such duties and shall be compensated consistent with this agreement for the assumption of such duties.

ARTICLE 9: ENTIRE AGREEMENT

Section 1:

This Agreement upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein.

Section 2:

The parties acknowledge that during negotiations, which resulted in this Agreement, each had the right to and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, it is agreed that this contract represents the complete collective bargaining and full agreement by the parties with respect to wages, hours, and other terms and conditions of employment which shall prevail during the term hereof.

ARTICLE 10: GRIEVANCE PROCEDURE

Section 1: It shall be the policy of the City of Riviera Beach, Florida, to provide a procedure for the presentation and resolution of grievances or misunderstandings which may arise from the application or interpretation of this Agreement between eligible employees and their supervisor, and to assure employees that their problems and complaints will be considered fairly, honestly, and without reprisal.

Section 2: The primary purpose of the grievance procedure is to determine what is right rather than who is right. Free discussion between employees and supervisors will lead to a better understanding by both of the practices, policies, and procedures which affect employment. It will also serve to identify and help eliminate conditions which may or conceivably have caused misunderstandings and grievances. The purpose is defeated if a spirit of conflict enters into the consideration of a grievance. Supervisors and employees alike must realize and recognize the true purpose of a grievance procedure if such procedure is to have value in promoting the well-being of the City Service.

Section 3: A grievance is defined as a complaint arising out of an alleged violation concerning the application, interpretation, or compliance with the provisions of this Agreement. Employees eligible to file a grievance include all newly hired bargaining unit employees who have completed their probationary period and bargaining unit employees who are promoted to another position within the bargaining unit, even if the promotional probationary period has not been completed. Newly hired bargaining unit employees who are within their probationary period are not eligible to file a grievance or use the grievance procedure.

Section 4: No employee or group of employees may refuse to follow directions pending the outcome of a grievance. Employees in the bargaining unit will follow all written and verbal directions, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way

Section 4: (continued)

prejudice the employee's right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. For the purposes of this article, the term "business days" shall mean employee's workday Monday through Friday, exclusive of Saturday, Sunday, and holidays recognized by this Agreement. Moreover, the filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance.

Section 5: Grievance discussions in the various steps will be conducted during regular business hours. The employee and the steward may request time to appeal a grievance to a higher step. The grievant and stewards shall suffer no loss of pay or benefits in processing grievances through the various steps. Their immediate supervisor will grant the opportunity so long as it does not interfere with work operations.

Section 6: Grievance time limits shall be strictly observed; however, they may be extended for good and sufficient reason by mutual agreement of the Association and Management. The date of disposition shall be the dates in which the immediate supervisor or other management official delivers the disposition to the Association or grievant, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. Mail. All grievance statements of appeal and answers after STEP 1 must be in writing. Grievances not appealed to the next higher step within the prescribed time limits will be considered settled on the basis of the last answer by Management. Failure of the City or its representatives to observe time limits for any step of the grievance procedure shall entitle the Association or grievant, whichever is appropriate to proceed to the next step in the grievance procedure. An employee will not be allowed to proceed to arbitration without the Association unless the Association refuses to represent the grievant solely due to the grievant's lack of membership in the Association. The Association must notify the grievant and City of its refusal for this reason.

Section 7: The commencing of a legal proceeding against the City in a court or equity or before the Public Employees Relations Commission, or any other administrative agency, by an employee or the Association, for misapplication or misinterpretation of the terms of this Agreement, is deemed an election of remedy and shall be deemed a waiver by said employee or the Association of its/their right to resort to the grievance and arbitration procedure contained in this Agreement.

Section 8: WITHDRAWAL OF GRIEVANCE

A grievance may be withdrawn by the aggrieved employee at any time and at any step of this procedure, and may not be resubmitted at a later date.

Section 9: ASSOCIATION GRIEVANCE AND APPEAL PROCEDURE STEPS

Step 1: Within five (5) business days of the incident, an employee or the Association during regular business hours may initiate a written grievance with the employee's supervisor involved in the grievance and verbally discuss the grievance with the employee's supervisor. Either party may have the Association Steward present if they desire. The discussion will include the substances of the grievance, a description of the action requested, the basis for the request, and the specific provision or provisions of this Agreement which have been violated. Any grievance not conforming to the provisions of this paragraph shall be denied and not eligible to advance through the steps of the grievance procedure, including arbitration. Within five (5) business days, the supervisor will provide written notification to the employee of the supervisor's decision.

Step 2: If the grievance is not resolved in Step 1 within five (5) business days, the employee or Association, whichever is appropriate, may appeal to Step 2 by submitting his complaint or grievance in writing to the Department Director on a form mutually agreed to by the parties. The Department Director will investigate the alleged grievance and if necessary, will conduct a meeting with the aggrieved employee, the Association Steward and the initial supervisor involved. Within five (5) business days of the Department Director's receipt of the written grievance, the Department Director will give an answer in writing. Information regarding resolved grievances during Step 1 or Step 2 will be forwarded to the Director of Human Resources for filing.

Step 3: If the grievance is not resolved at the Department Director's level, the Association may appeal within five (5) business days, and in writing to the Director of Human Resources. Within ten (10) business days of receipt of said written grievance appeal, the Director of Human Resources will answer in writing to the grievance and return a copy of the findings to the employee and the Association.

Step 4: If the grievance is not resolved at the Human Resources Department level, the Association may appeal within five (5) business days, and in writing to the City Manager's office. Within ten (10) business days of receipt of said written grievance appeal, the City Manager has the discretion to meet with the grievant, the Association Steward, International or State representatives, and departmental management to discuss and seek a solution to the grievance. The City Manager within ten (10) business days of first receipt of grievance will answer in writing to the grievance and return a copy of the findings to the employee and the Association.

Step 5: In the event that a grievance or dispute relating to the meaning of an application or interpretation or compliance with the provisions of this Agreement is not settled under the foregoing steps of the grievance procedure, such dispute may be referred by either party to an impartial Arbitrator to be appointed by mutual agreement of the parties. However, if the City Manager does not agree that the matter is arbitrable, notification shall be to the Association of such, within ten (10) business days of receipt of the Association's request to proceed to arbitration. The parties agree that in such an instance, the arbitrator selected to hear the grievance will first consider the question of arbitrability of the grievance.

If there is no objection by either party to the Arbitrability of the grievance, and the above mentioned procedure has been fully complied with or results in a determination

Step 5: (continued)

that the grievance is arbitrable, the parties shall proceed immediately (the same day as the Arbitrability hearing and before the same arbitrator) to arbitrate the grievance.

In case the City and the Association are unable to agree upon the impartial Arbitrator within fifteen (15) business days after the conclusion of Step 4, then on application of either party, petition may be made to the Federal Mediation and Conciliation Service in Washington, DC, to supply the parties a panel of arbitrators.

The parties will select an arbitrator from the panel by alternately striking names from the panel. The remaining arbitrator shall be designated to hear the unsettled grievance.

Any impartial arbitrator designated hereunder, to whom any grievance or dispute shall be submitted shall have the jurisdiction and the authority to apply and interpret the provisions of this Agreement in so far as may be necessary to the determination of such grievance. The arbitrator shall not have jurisdiction or authority to alter or change in any way the provisions of this agreement. The decision of the arbitrator on any matter within the arbitrator's jurisdiction shall be final and binding on the Association, the City, and the employees covered by the agreement. The expenses and fees of the arbitrator shall be paid by both parties equally.

Section 10: All eligible employees shall have the right of appeal, either through the negotiated grievance procedure contained herein, or the City Civil Service Appeal procedure, but not both, provided the matter is grievable under this contract. Further, an employee that desires to file a grievance must indicate in writing his preference as to appeals procedures.

ARTICLE 11: PERSONNEL FILES

Section 1:

The employee's Human Resources file, worker's compensation and medical files are housed in the Human Resources Department. The Internal Affairs files are located in the Police Department. Upon the appropriate request of the employee, the employee shall be permitted to review the file(s). The employee's request cannot be unreasonably denied.

An employee shall have the right to provide a written response to any information the employee feels may be derogatory to an employee's conduct, service, character or personality and the response will be attached to the file(s). Any such response must be delivered to the Human Resources Department within 10 business days from the date the employee was made aware of such information.

Section 2:

The employee shall be permitted to reproduce any material in the file. The City may charge a fee for reproduction in accordance with the applicable law.

Section 3:

Management must meet with an employee concerning possible violation of infraction and if a decision is made to discipline, the decision must be reduced to writing within ninety (90) days of the decision to discipline. The time limit may be extended by mutual consent of the parties; however, neither party may unreasonably withhold consent from the other.

If a violation for which the employee is disciplined is not repeated within two (2) years, the violation will not be used to support or aggregate a future disciplinary action.

ARTICLE 12: DISCIPLINARY ACTION

Section 1:

This Article covers actions involving suspensions with or without pay, dismissal, demotions, or reductions in pay or grade with prejudice.

Section 2:

When management meets with an employee concerning possible violation or an infraction, the employee will be advised to notify the Association of the meeting so that Association may attend the meeting.

Section 3: The grievance/arbitration procedure may be utilized for suspensions with or without pay, demotions, reduction in pay or grade and termination.

ARTICLE 13: DISMISSAL/DEMOTION/SUSPENSION

Where alleged "just cause" warrants discipline, management may make a decision to demote, suspend or dismiss an employee; however, the decision may be subject to the grievance/arbitrary procedure. Under normal circumstances, depending on severity, progressive discipline will be administered as follows:

1. Verbal warning (written notation to be placed in file)
2. Written warning (filed in Personnel File)
3. Suspension without pay
4. Dismissal

Suspension with or without pay shall be utilized for the purpose of any investigatory procedure or pending investigation.

ARTICLE 14: SENIORITY AND LAYOFF

Section 1:

City Seniority is understood to mean an employee's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave, except leave without pay for more than thirty (30) calendar days which shall cause this date to be adjusted for an equivalent amount of time. Leave without pay for periods of less than thirty (30) days, or for leaves without pay for more than thirty (30) calendar days due to FML, military leave not in excess of five (5) years, or an ADA accommodation, shall not cause the City seniority date to be adjusted.

City seniority shall be used for the purpose of computing vacations, service awards, and other matters based on length of service.

Section 2:

Classification seniority shall be understood to mean length of time in the classification. After successful completion of the probation period, length of time in classification reverts to the date of entry, transfer, or promotion to the present classification. Seniority will continue to accrue during all types of leave except for leave without pay of thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time. Leave of absence without pay for periods of less than thirty (30) calendar days, or for leaves without pay for more than thirty (30) calendar days due to FML, military leave not in excess of five (5) years, or an ADA accommodation, shall not cause the classification seniority date to be adjusted. Classification seniority shall be used in conjunction with job classification for the purpose of lay-off and consideration for promotion.

Section 3:

All newly hired employees shall be placed on probation for the first one hundred eighty (180) days in the classification. Promoted employees shall serve a probationary

ARTICLE 14: SENIORITY AND LAYOFF

Section 3: (continued)

period of ninety (90) days. All employees on initial probationary status (new employees) shall be eligible for membership in the Association but shall not be entitled to the benefits outlined in this Agreement with the exception of holiday pay and insurance coverage when eligible. However, newly hired probationary employees shall accumulate one (1) day sick leave and one (1) day vacation leave each month during the probationary period. Initial probationary employees will not be eligible to utilize accumulated sick leave or vacation leave during their probationary period. At the conclusion of their probationary period, employees will be eligible to use accumulated sick and vacation leave.

Section 4:

Employees shall lose their seniority as a result of the following:

a. Voluntary termination;

b. Retirement;

c. Termination for just cause;

d. Lay-off exceeding one (1) year;

e. Failure to report to the Department Head intention of returning to work within seven (7) days of the return receipt verification in cases of recall; or

f. Failure to return from Military Leave within the time limits prescribed by law.

ARTICLE 14: SENIORITY AND LAYOFF

Section 5:

In the event of a lay-off, the City of Riviera Beach will notify the employees and the Association, whenever possible, fifteen (15) days prior to the effective date of the lay-off. A copy of the lay-off notice along with the up-to-date Classification Seniority List will be sent to the Association.

a. Classification Seniority shall apply in lay-offs and promotions within the Classifications on a City-wide basis as follows. If an employee is displaced due to Classification Seniority during a lay-off, an employee may exercise their City seniority to secure a job for which they are qualified within the bargaining unit of the Association to a position with the same title or to a position for which the employee previously held at the City within the past four (4) years on a City-wide basis.

When an employee moves into a classification that they never held through a reduction-in-force, the employee becomes the junior employee in the new classification.

When an employee moves into a previously held classification through a reduction in force, the employee reverts to classification seniority.

An employee who is displaced through a reduction in force, who moves into a lower paid position with the City shall suffer no loss of pay, but shall have their pay red circled and shall receive no increases (except across the board cost of living or general wage increases) until such time as increases to the lower pay scale causes the employee to receive a wage increase.

a. Under this Agreement, when reduction-in force is necessary, probationary employees, part-time employees and temporary employees in the affected job classification will be laid off first and shall be recalled only after all

Section 5: (continued)

regular employees in the affected job classification have been recalled. Probationary employees within a classification will be first laid off and regular employees in that classification who may be subject to lay-off may displace a probationary employee in any other classification, provided the senior employee is capable of performing the work of the probationary employee whom the employee is replacing.

b. In the case of a reduction-in-force in a department, a higher classification employee with higher classification seniority may, at the employee's own option and if qualified, replace an employee with less classification seniority at the lower classification salary schedule.

c. An employee in this bargaining unit cannot exercise seniority unless employee is displaced or a vacancy exists as outlined in this Agreement.

Section 6:

Employees in lay-off status will retain recall rights for one (1) year and shall have preference to work over applicants on eligible lists. Recall will be made by certified mail to the last address in the employee's records. Within seven (7) work days of the certified receipt date, recalled employees must signify their intention of returning to work to the Department of Human Resources.

a. Recall will be offered to laid off employees provided they are physical qualified to perform the duties of the job. A laid off employee, when offered recall, who is temporarily unable to accept due to medical reasons, may request a leave of absence not to exceed thirty (30) days.

b. When employees are recalled from layoff because of an increase in order, the employees with the greatest classification seniority shall be recalled in the reverse order they were laid off.

ARTICLE 15: VACANCIES/PROMOTIONS/ASSIGNMENTS ABOVE GRADE/TRANSFERS

Section 1: Notice of a vacancy in an existing position, promotion position or in a newly created position shall be posted at places accessible to employees City-wide for a period of seven (7) business days. Such notice will set forth the title of the position to be filled, hours of work, and rate of pay. Both the City and the Association recognize and encourage the promotion of the City employees to existing vacancies.

Applicants and employees (including probationary employees except in promotional opportunities), desiring to fill such a vacancy shall apply in writing by completing an application or submitting a resume to the Department of Human Resources. If the position requires a Civil Service examination, the applicant will take the examination at the prescribed time and place. The position will then be filled as prescribed in Sections 2-133 through 2-135 of the City Code of Ordinances. If the position does not require a Civil Service Examination, the City shall select the best qualified applicant. The City shall consider seniority, work experience, work history, qualifications, education, prior disciplinary actions within the past five (5) years, certifications, communication skills, years of supervisory experience, attendance, recorded or written record of customer service, safety record and other job-related knowledge, skills or abilities. .

In the event a vacancy occurs in a department where an employee once held the vacant position, but due to a reduction-in-force was obligated to take a job in the department at a lower classification, the employee will be placed on the re-employment list and provide re-instatement to the previous position in accord with Sections 2-134 and 2-135; but the re-employment list will not combine with any other list, if applicable, for a period of 12 months from the date of personnel action. Only classified employees will have an elective appeal rights under the Civil Service; however, if the employee elects to

appeal to the Civil Service Board, the employee will not have a right of appeal under Article 10.

Section 2: If a supervisor is assigned duties outside of their normal job duties, such employees shall be trained and qualified for such duties and shall be compensated consistent with this Agreement for the assumption of such duties. Accordingly, Employees assigned to work outside their job classification in a higher pay rate for three (3) or more days in a work week or consecutive work days shall receive the higher pay rate beginning on the first day of work in the higher job classification for the length of the assignment. Assignments to work outside the job classification in a higher pay rate for less than three (3) days in a work week or consecutive work days shall not receive any temporary adjustment in the pay rate.

Section 3: Involuntary demotion of a regular employee may be initiated by the department head when such employee's work is unsatisfactory or infraction of workplace rules, procedures and practices.

Section 4: A regular employee may be granted a demotion upon request and such demotion shall be termed and recorded as voluntary. An employee who voluntarily requests a demotion to a position class with a lower classification shall receive the pay of the new position class and Management may consider years of service for the respective employee in setting the initial rate of pay.

Section 5: The reason(s) for any proposed demotion, voluntary or involuntary, shall be given in writing; a copy of such writing to be given to the employee affected before the demotion shall become effective.

ARTICLE 16: CONTRACTING OUT

Prior to a final decision to contract out bargaining unit work by the City Council, the parties will meet and discuss the issues (impact bargaining); however nothing within this Article precludes the City from implementing the decision to contract out the work.

ARTICLE 17: UNIFORM AND UNIFORM ALLOWANCE

Section 1: The City of Riviera Beach agrees to continue the present practice of providing and maintaining uniforms and/or cleaning allowance and periodic replacement of items to employees including a bump hat and/or safety helmet, work/safety shoes and work gloves when requested and then only upon presentation of the work or damaged article to the foreman. Normally, this exchange shall be made the same day.

Section 2: In the event an employee leaves the employment of the Department or the City, the employee shall return all uniforms and safety equipment to the Department. Failure to return all issued safety equipment and uniforms will result in the cost of same being deducted from the employee's final paycheck in accordance with applicable wage and hour laws.

ARTICLE 18: REPLACEMENT OF PERSONAL PROPERTY

The City agrees to provide insurance to cover the loss of an employee's personal property required by the City for performance of the job that is stolen or damaged following an investigation to determine the legitimacy of the loss.

ARTICLE 19: OCCUPATIONAL SAFETY AND HEALTH

The City shall endeavor to provide a safe working environment and appropriate safety gear and equipment. The employee shall endeavor to use appropriate safety gear and equipment and work in a safe manner.

Section 1: Departmental Management will make every reasonable effort to provide and maintain safe working conditions. To this end the Association will cooperate and encourage the employee to work in a safe manner.

Section 2: The City of Riviera Beach will provide proper and necessary safety equipment and devices for employees engaged in work where such special equipment, including safety shoes, and devices are necessary. Such equipment and devices, where provided, must be used and replaced by the City when worn out. If lost or stolen, employees will have the cost of replacement deducted from pay. Employees who report to work without proper safety equipment will be sent home without pay. Any deductions or loss of pay will be administered in accordance with applicable wage and hour laws.

ARTICLE 20: ATTENDANCE

Section 1:

A. Classifications that are "non-exempt" shall be entitled to overtime compensation.

B. An employee and a classification designated as "exempt" shall not be entitled to overtime or compensatory time.

Section 2: Basic Work Week

A. The normal work week for employees shall consist of forty (40) hours unless otherwise specified. The work week for calculating overtime runs from Sunday through Saturday. The Department Director or designee shall establish the basic work week and hours of work best suited to meet the needs of the department and provide superior service to the community. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per week. Exempt employees are expected to work the schedule of hours as set forth by the Department Director or designee which may include working more than 40 hours in single work week. Meals and other breaks may be scheduled at department managers' discretion based upon operational needs. Any schedule changes will require 14 days' notice to the employee and the Association unless an emergency requires less notice.

B. The normal work schedule for hourly employees of 40 hours shall be from Monday through Friday of each week. Alternate work schedule may be established by Management. Shift bidding shall be bidded twice a year based on classification seniority in January and July of each year.

ARTICLE 20: ATTENDANCE (continued)

Section 3: Overtime Payment

A. All non-exempt employees shall be paid 1 ½ times the regular hourly rate of pay for all authorized hours worked in excess of 40 hours in a work week. Sick leave, funeral leave, jury duty, annual military leave, or other absences from duty on active pay status shall not be considered as "time worked" for purposes of overtime computation.

B. In the event a non-exempt employee is called back to work outside their normal regular work schedule, the employee shall receive a minimum of three (3) hours pay at the rate of one and a half (1 ½) times if over 40 hours a week.

C. A non-exempt employee required by the Department Director to be on "standby" shall be compensated at the rate of $22 per 18 hours, Sunday through Saturday, including holidays. If an employee fails to respond within 30 minutes to a standby call, the employee shall forfeit the $22 of standby pay and, in addition, may be subject to discipline. Standby hours shall not be considered hours worked, even though paid, pursuant to applicable wage and hour laws. However, time spent working once called back to work is considered hours worked.

D. Exempt employees will not be charged leave, including sick leave, for occasional appointments, when approved by the supervisor during the work week. It is understood that exempt employees will return to work if practicable; however, the exempt employee is expected to work 37.5 hours per week or any reasonable additional hours to ensure the work is progressing or completed.

E. Management will provide notification to first shift employees of overtime to be worked on a daily basis no later than the new hour of the day the overtime is to be scheduled. Those employees who work the second and third shifts and are required to work overtime will, where possible, be provided notice of the overtime at least four (4) hours prior to the end of their shift. Notification of weekend overtime to be worked shall be made the previous Thursday. Exceptions of this rule shall be for emergency services beyond the control of the City.

In the selection of an employee to be assigned overtime, the needs of the City shall be the most important consideration. Management shall make every reasonable effort to distribute such assignments so as to provide the opportunity for overtime to those employees within a division or department (only in those departments which have no division) who are qualified for the assignment and who are in the classification needed to perform the overtime assignment. Full time qualified employees who are in the classification needed to perform the overtime assignment will be the first assigned to such overtime. In the event, the need for overtime assignment exceeds the number of qualified employees in the required classification; the supervisor may assign other full-time employees to do the overtime work.

F. Non-exempt employees shall be required to work overtime as directed unless excused by their supervisor. In the event any employee in the unit is required to work approved overtime, the employee will not be required to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked.

G. Non-exempt supervisors working the second shift, running from 4PM until midnight, shall receive a five (5) percent differential pay.

ARTICLE 21: HOLIDAY

Section 1:

All bargaining unit employees shall receive the following paid holidays:

New Year's Day – January 1st
Dr. Martin Luther King Jr. Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day – July 4th
Labor Day – 1st Monday in September
Veterans' Day
Thanksgiving Day – 4th Thursday in November
Friday following Thanksgiving Day
Christmas Day – December 25th

With the understanding and agreement that during the life of this contract that there will be a maximum of eleven (11) holidays.

Section 2: Employees covered by this Agreement shall receive a work day off with pay for each of the holidays earned, unless the employee has been disciplined for abuse of sick leave during the previous six (6) months, in which case the employee will lose a holiday for each discipline write-up for abuse of sick leave.

Section 3: Employees on vacation, annual military leave, jury duty, sick leave, compassionate funeral leave, and other absences observed must use the holiday on the same day that it is earned.

ARTICLE 21: HOLIDAY (continued)

Section 4: Holiday Pay. Employees who are scheduled and required by their supervisor to work on the day observed as a holiday must work that day to be eligible to receive holiday pay. Section 3 of this Article will not apply to employees scheduled and required to work on the day observed as the holiday.

Section 5: The holidays established in the City's Rules and Regulations of the City of Riviera Beach as conforming to the most equitable plan for all employees will apply. Legal holidays shall also include such days as designated by the City Council.

Section 6: The City Manager will determine which department or operations will be closed in observance of the holiday.

Section 7: Holiday pay provisions of this Agreement will remain in effect for any work performed on a holiday providing the employee works the scheduled day before and the scheduled day after the holiday, unless excused by the Department Head for such reasons as sick leave, jury duty, vacation, or compassionate leave.

Section 8: Employees whose regularly scheduled day off occurs on the day or days when the City observes a holiday will be given either the employee's last scheduled work day preceding the holiday or the next scheduled work day following the holiday(s) as the employee's day off in observance of the holiday(s). The Supervisor shall advise the employee at least a week in advance of the holiday(s) whether the employee will observe the holiday on employee's last scheduled work day prior to the holiday observance or the next scheduled work day after the holiday observance. If the employee is called into work on the day designated as the employee's holiday observance, the employee shall be compensated by payment of a regular day's pay at straight time for holiday pay plus time and one-half (1 ½) their regular rate of pay for all hours worked.

ARTICLE 22: LEAVE

Section 1: Application for vacation leave shall be made in advance of use. Vacation request of three (3) days/shifts or less must be requested and approved or denied at least twenty four (24) hours of the initial request. Vacation request for four (4) days/shifts or more must be requested and approved or denied at least forty-eight (48) hours of the time of the request. In emergency cases, or in cases of FML or workers' compensation leave, departmental management may waive this requirement. Maintenance of superior service and adherence to schedules are commitments which may compel department management to restrict the scheduling of vacation during certain periods of the year. When a written request for vacation is denied, the employee will be notified in writing. Vacation leave may be granted to any employee with regular status.

Section 2: Employees shall accrue paid vacation credit at their straight time rate during active pay status on the following basis:

Amount of Service	No. of Days Per Year	Hours Accumulated Per Year	Hours Accumulated Per Week
0-5 Years	12	96.0	1.848
6 Years	13	104.0	2.000
7 Years	14	112.0	2.152
8-10 Years	15	120.0	2.308
11 Years	16	128.0	2.460
12 Years	17	136.0	2.616
13 Years	18	144.0	2.768
14 Years	19	152.0	2.924
15 Years	20	160.0	3.076

Section 2: (continued)

This provision shall be interpreted to mean that the employee has completed the number of years prior to becoming eligible for the corresponding days of vacation.

Vacation leave shall accrue as scheduled above and on the vacation previous page. The maximum number of vacation days to accrue shall be two (2) times the annual rate of accrual. Vacation leave may be taken in one (1) hour increments.

Section 3: Employees becoming hospitalized while on vacation may use sick time for such periods of illness providing a doctor's certificate is presented to the employee's Department Director or upon return to work.

Section 4: Payment of vacation time in lieu of actually taking vacation will not be permitted except in these special cases:

(a) Employees entering military service; and

(b) Separation from City employment

(c) Or under Section 6 of this Article

Upon separation from City employment, regular employees shall be entitled to compensation for any earned but unused vacation to their credit on the effective date of termination.

Section 5: If the workload permits, employees may request application of unused vacation for any nationally recognized religious holiday associated with the religious faith of the employee which occurs on a normal work day.

Section 6: An employee unable to utilize at least three (3) days of vacation during the previous fiscal year may elect to receive payment, in lieu of vacation, for up to fifty-five percent (55%) of any remaining accrued vacation time or an employee unable to take

Section 6: (continued)

three (3) days because of job requirement. The employee must make this election in October of the current fiscal year and payment will be at the employee's current rate of pay, as of the date paid and will not be affected by any subsequently adopted retroactive pay increases. Any unused or unpaid vacation leave shall remain in the employee's vacation leave accrual account.

Section 7: Each full time, regular employee shall earn sick leave at the rate of one (1) working day per month of continuous service for a total of twelve (12) working days per calendar year. This sick leave shall be cumulative throughout the employee's service. There shall be no limit to the accumulation of an employee's sick leave; however, payout shall be limited to one hundred twenty (120) days. Except for emergencies or exceptional cases, no less than one (1) hour will be approved as determined by the employee's supervisor.

Regular full time employees shall be paid fifty percent (50%) of any unused sick leave days, up to one hundred twenty (120) days, upon termination of employment, for other than discharge for just cause. Regular full time employees with fifteen (15) years or more service shall be paid one hundred percent (100%) of any unused sick leave days, up to one hundred twenty (120) days, upon termination of employment, for other than discharge for just cause. Such sick leave payment shall be at the employee's current regular rate of pay, at the time of termination.

Requests for more than three (3) days sick leave must be accompanied by a doctor's certificate. When a regular employee has used all the accumulated sick leave and is still unable to return to work, the employee may draw against the annual leave account for the full amount the employee has accumulated. Request for such additional leave must be made to the Department Director by the employee or the employee's

Section 7: (continued)

designee, and the Director of Human Resources shall be promptly notified of such request.

Section 8: In order to be granted paid sick leave, an employee must meet the following conditions:

a. Notify the Department Director or immediate supervisor of the employee's illness or the illness of a member of the immediate family not later than one (1) hour after the beginning of the employee's scheduled work day or before the start of such work day.
b. For purposes of this Article, immediate family shall include spouse, child, or parent.

Section 9: An employee utilizing Family Medical Leave Policy #HR 06-01 benefits shall run concurrently with the benefits provided in this Section.

The current Family Medical Leave Policy, Policy #HR 06-01 in the Administrative Policies and Procedure Manual, as it may be amended from time to time, shall be maintained for the duration of this Agreement.

Section 10:

(A) If, and whenever, sick leave abuse appears probable, or where an employee consistently uses sick leaves as it is earned, the employee claiming/requesting such sick leave will be informed by the immediate supervisor or Department Director that the employee is suspected of sick leave abuse; and thereafter, the immediate supervisor or Department Director will hold a conference with the employee to discuss the alleged abuse and an official record of said conference will be provided to the employee.

If, after counseling by the immediate supervisor or Department Director, an employee continues to abuse sick leave or use sick leave as it is earned, the employee may be required to furnish competent medical proof of the necessity of such absence, prior to sick leave pay being paid. Sick Leave abuse includes excessive use of sick leave,

Section 10: (continued):

for example three (3) incidents in a quarter, excluding FML, or which occurs when an employee consistently uses sick leave as it is earned, sets a pattern of taking certain days off each month, or prior or after a previously approved vacation leave or consistently take sick days off before and after a weekend or after the employee's regular days off.

(B) Abuse of sick leave may constitute grounds for disciplinary action.

(C) An employee off duty due to illness is expected to remain at the employee's residence during the period of said absence, except that the employee may leave the residence to receive medical treatment, secure drugs, or for any other appropriate medical reason.

Section 11:

(A) Any employee may elect to be paid for up to 80 hours sick leave and/or vacation account at the end of the fiscal year.

(B) The election must be made in October of the current fiscal year, and payment will be made by December 31st of the current fiscal year. Payment will be at the employee's current rate of pay as of the date paid, and will not be affected by any subsequently adopted retroactive pay increases. Any unused or unpaid sick and/or vacation hours shall remain in the employee's leave accrual accounts.

(C) Employees who are not employed on the day pay-off is made in December, may take advantage of this program as long as the employee is employed by City on September 30th in the immediate previous fiscal year.

Section 12: Leave with pay shall be authorized for full-time bargaining unit employees who may be required to perform jury duty. Employees who perform jury duty and are released by the Court during the first half of their regularly scheduled work day are expected to report to work when excused or released by the Court.

If an employee is called for jury duty, the employee shall promptly notify the immediate supervisor within five (5) days of receipt of the notice of jury duty or within five (5) days of appearance pursuant to the notice of jury duty.

The employee must provide the Department Director or immediate supervisor with proof of jury duty before compensation is approved.

Section 13: In accordance with Florida Statute Section 115.07, all employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard are entitled to a leave of absence with pay on all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty for up to 240 hours (30 days based on an 8-hour shift) in any one annual period. Leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be without pay but without loss of seniority.

All employees who are also service members in the National Guard or a reserve component of the Armed Forces of the United States, shall be granted leave of absence to perform active military service with full pay for the first 30 days. Thereafter, such leave shall be without pay, but without loss of seniority.

The City shall comply with Florida Statute Chapter 115 and the Uniformed Services Employment and Reemployment Rights Act, as amended from time to time.

Copies of the applicable statutes are available in the office of the City Attorney or online.

Section 14: Employees may request, in writing, a leave of absence without pay for up to ninety (90) days. Such requests must be approved by both the Department Director and the City Manager.

Section 15: The decision to grant leave without pay (Leave of Absence) is a matter of administrative discretion. The Department Director will weigh each request and determine each case on its own merits. The reason for approval or denial shall be given in writing.

Section 16: An employee granted a leave of absence must keep the department informed, every three (3) months, of the current activity (school, medical, military, etc.) In addition, the employee must keep the department advised of their current address at all times.

Section 17: An employee granted a leave of absence and who wishes to return before the leave period has expired, shall be required to give the Department Director at least two (2) weeks notice. Upon receipt of such written notice, the employee must be permitted to return to work.

Section 18: An employee granted leave of absence shall, upon the termination and/or expiration of the leave, return to the job classification and rate of pay held at the time of going on leave. Failure to return to work on the scheduled date shall result in termination unless an extension of the leave is approved prior to the return date by the City Manager.

Section 19: Group life and hospitalization insurance coverage may be continued for a maximum period of ninety (90) days while on authorized leave of absence, provided premium payments are kept current by the employee. In case of leave of absence for illness, the maximum period shall be twelve (12) months during which period group life, dental and hospitalization may be continued provided premium payments are kept current.

Section 20: (A) The City shall recognize a time pool to be used by the PMSA as essential to conduct PMSA business. This time may be used by the President and/or designee. The Executive Director will notify the City as to whom, what, why, when, and where this time will be used for the purpose of City bookkeeping. Whenever possible, the PMSA shall provide reasonable notice of time pool requests. The Department Director or designee may refuse a request for time in the event of a manpower shortage.

(B) The City shall credit the time pool with eight (8) donated annual leave time for each employee covered by the bargaining unit at the beginning of the fiscal

Section 20: (continued):

year (October 1). The PMSA shall notify the City before August 1st of its intentions for the next fiscal year.

(C) If the union does not choose to utilize the time pool in this Article, the compensation time in any given year shall be returned to the employee's annual leave bank.

(D) The union time pool is suspended, however, those hours in the pool are available for use by the union as outlined in this Article. No new hours shall be granted to the union without further negotiations with the City.

Section 21: Compassionate Leave

In the event of the death of the mother, father, brother, sister, spouse, son, daughter, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, direct sibling of employee or spouse, step-parent, step-brother, step-sister, step-child or grandchild of a full time regular employee, such employee shall be entitled to paid compassionate leave not to exceed three (3) working days for any one death. Proof of relationship to the employee must be submitted in the form of an obituary or funeral notice/program.

Five (5) days shall be granted if the employee is in attendance of the funeral and such funeral is held out of the State of Florida.

The City Manager or designee may grant additional leave under this Section and such additional leave shall be debited against the employee's vacation leave.

Section 22. Good Cause Day

Employee, including probationary employees, at the discretion of the Department Director, may be granted time off, not to exceed one (1) day per year as a Good Cause Day, and such day shall not be charged against sick or vacation time. The Department Director shall not unreasonably deny an employee's request to use the "Good Cause" Day for the employee's birthday. If an employee does not use the Good Cause Day during the calendar year, it will not be carried over to the next year. A Good Cause Day is an approved personal leave day and must be taken in four (4) hour segments.

Holidays and Good Cause Day will be paid according to shift deployment.

ARTICLE 23: ALCOHOL AND SUBSTANCE ABUSE

The City and the Association recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. The City and Association share a commitment to solve this problem and to create and maintain a drug-free work place policy.

The City maintains a drug-free workplace policy for all employees and employees covered by Federal Department of Transportation regulations (CDL drivers) and complies with Section 440.102, Florida Statutes, the rules of the Department of Labor and Employment Security, Division of Workers' Compensation, and the Omnibus Transportation Act.

The entire policy may be obtained from the Human Resources Department, but certain provisions of the policy, as amended from time to time, are:

Section 1: The City prohibits the illegal use, possession, sale, manufacturing or distribution of drugs, alcohol, or other controlled substances on its property. It is also against City policy to report to work or to work under the influence of drugs or alcohol.

Section 2: Testing of Employees:

(A) Non-CDL Employees:

1. Reasonable Suspicion Testing: Employees will be tested when there is a reasonable suspicion that an employee is using or has used drugs or alcohol; the employee's job performance is impacted; or other employees' safety and health are placed in danger.
2. Follow-up Testing: All employees who have been determined to have used drugs or alcohol and are permitted by the City to return

Section 2: (continued)

to work will be subject to six (6) unannounced follow-up drug tests for a period of two (2) years following return to work.

3. Additional Testing: Additional testing may also be conducted as required by applicable State or Federal laws, rules or regulations.

4. Following any vehicular or industrial accident or serious safety incident occurring on duty pursuant to Chapter 440 of the Florida Statues, shall be tested for drugs and/or alcohol.

(B) CDL Employees:

The Omnibus Transportation Act applies to all drivers of commercial motor vehicles (CMV's) required to obtain a commercial drivers' license (CDL). In addition to the types of testing listing above, beginning January 1, 1995, the Omnibus Transportation Act will require random and return-to-duty testing. The City of Riviera Beach will comply with the requirements of the Omnibus Transportation Act.

1. Random Testing:

The Omnibus Transportation Act requires all operators of CMV's to be randomly tested for controlled substances and alcohol beginning January 1, 1995. It applies to all drivers required to obtain a commercial drivers' license (CDL).

2. Return-to-Duty Testing:

a. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after an alcohol concentration test result of 0.04 or greater, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

Section 2: (continued)

b. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after testing positive for the use of controlled substances, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use. The employee shall attend and successfully complete the City's Employee Assistance Program.

Otherwise, the employee will be subject to discipline up to and including termination.

c. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function, the driver shall undergo a return-to-duty alcohol test with the result indicating an alcohol concentration of less than 0.02 after engaging in the following prohibited conduct.

1. Being on duty or operating a CMV while possessing unmanifested alcohol;
2. Using alcohol while performing safety-sensitive function;
3. Performing safety-sensitive functions within four (4) hours after using alcohol;
4. Using alcohol within eight (8) hours following an accident, or before undergoing a post-accident alcohol test, whichever occurs first; or
5. Refusing to submit to a post-accident alcohol test, a random alcohol test, a reasonable suspicion alcohol, or a follow-up alcohol test.

d. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlling substances use after engaging in the following prohibited conduct.

1. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV; or

2. Refusing to submit to a post-accident controlled substance test, a random controlled substance test; a reasonable suspicion controlled substance test, or a follow-up controlled substance test.

3. Post Accident Testing:

Following any vehicular or individual accident or serious safety incident occurring on duty pursuant to Chapter 440 of the Florida Statutes and the Federal Omnibus Transportation Act of 1991, shall be tested for drugs and/or alcohol.

Section 3: Alcohol and Drug Use Prohibitions:

(A) The use, sale, purchase, possession, distribution, or dispensing of drugs or alcohol on duty or on City property is cause for immediate discharge.

(B) It is against City policy to report to work or work under the influence of alcohol or drugs. Employees who violate this policy are subject to discipline up to and including discharge. In the case of a first-time violation of the City's policy, including a positive drug or alcohol test result (without evidence of use, sale, possession, distribution,

dispensation, or purchase of drugs or alcohol on City property or while on duty), the employee will be subject to discipline up to and including discharge. Employee shall attend and successfully complete the City's Employee Assistance Program; otherwise, the employee will be subject to disciplinary action up to and including termination.

(C) For the purpose of this policy, an individual is presumed to be under the influence of alcohol or drugs if an alcohol or drug test is positive.

(D) The City may suspend with pay, however, upon positive initial confirmation of the drug test results, the City may suspend employee without pay under this policy pending the results of any further drug testing or investigations.

Section 4. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the City as part of this drug testing program are confidential communications. Unless authorized by State laws, rule or regulations, the City will not release such information without a written consent form signed voluntarily by the person tested.

Section 5: A Drug Use Information form is a confidential report which must be filled out by employees both before and after being drug tested. This form permits individuals to provide to the Medical Review Officer a list of all prescription and non-prescription drugs they are currently using or have used in the last month, as well as any other information they consider relevant to the test.

Section 6: Prior to testing, the employee will be given a list of the most common medications by brand name or common name and chemical name which may alter or affect a drug test.

Section 7: Any employee who refuses to submit to a drug test or release the results of the drug test may be terminated from employment. Newly hired probationary employees who test positive for alcohol and substances covered by this Agreement will be terminated immediately. An injured employee who refuses to submit to a drug test, or has a positive confirmation test or refuses to release the results of the drug test, in addition to the above, may forfeit his eligibility for all worker's compensation medical and indemnity benefits pursuant to the laws.

Section 8: A list of names, addresses, and telephone numbers of employee assistance programs and local alcohol and drug rehabilitation programs available to employees will be provided upon request.

Section 9: An employee who receives a positive confirmed drug test result may contest or explain the results to the Employer within five (5) days after written notification of the positive test result. If an employee's explanation or challenge is unsatisfactory to the Employer, the person may contest the test results and an investigation will be conducted.

Section 10: An employee has the responsibility of notifying the drug testing laboratory of any administrative or civil action brought pursuant to Chapter 440, Florida Statutes. The lab will maintain the sample until the case or administrative appeal is settled.

Section 11: The following is a list of all drugs for which the Employer may test:

DRUG	CUTOFF N/ML
Alcohol	
Barbiturates	300
Benzodiazepines	300
Cannabinoid	50
Cocaine	300
Amphetamines	1000
Methaqualone	300
Opiates (including heroin)	300
Phencyclidine (PCP)	25

ARTICLE 23: ALCOHOL AND SUBSTANCE ABUSE (continued)

Section 12: Employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

Section 13: Details of this policy may be obtained from the Department of Human Resources.

Section 14: Employees, as a condition of employment, are required to abide by these guidelines.

Section 15: The City will pay for drug testing for all current employees.

ARTICLE 24: BENEFITS

Section 1: a. The City agrees to provide health insurance plans at the same cost depending on the individual plan for all City employees. The allowable cost of such plans to the employee will be at no greater cost than $25 per pay period. The City shall provide dental insurance at no cost to the employee. Employees have the option to purchase dependent health and dental insurance at the employee's expense.

The City will provide the Union with the new Health Care Plan prior to or at the time of the Union's Ratification Vote.

b. The City and Association hereby agree that non-exempt employees in the unit will be provided term life insurance coverage in an amount equal to $40,000. Exempt employees will be provided term life insurance coverage in the amount equal to $100,000. Employees will also have the option to purchase at their expense an amount equal to the amount purchased by the City.

Section 2: The City shall prepare a current classification seniority list quarterly. This list shall be posted on bulletin boards at all work locations.

Section 3: On the first full day and the remainder of the week, full compensation coverage will be paid on any work connected injury or illness if the medical provider recommends absence. Therefore, if the employee remains absent, then 66 2/3% of the employee's salary will be paid by the insurance carrier. Employee may use sick/vacation to receive full compensation.

Section 4: All existing benefits covering bargaining unit employees as outlined in the City's rules and regulations and other written City Policy that is not now incorporated into this Agreement, will remain in full force and effect along with all provisions of this Agreement for the duration of this Agreement, i.e., all employee health insurance programs, pensions, and deferred compensation plans.

Section 5: Pensions. According to Florida Statute Section 112.66 (11), the City's pension plan for employees covered by this agreement may include up to 300 hours per year of overtime compensation but may not include any payments for accrued unused sick leave or annual leave when calculating retirement benefits. The exclusion of accrued unused sick leave or annual leave relates solely to leave amounts earned after the effective date of this Agreement. The City shall measure the amount of unused sick leave or annual leave available for calculating retirement benefits by using no more than the amount of an employee's leave balance as of the effective date of this collective bargaining agreement up to the maximum allowable accrued balances for each of the vacation and sick leave banks such that any hours earned in excess of that amount that are accrued and unused as of the retirement date or DROP date, whichever occurs earlier, shall be the only hours excluded.

ARTICLE 25: EVALUATIONS

A. Evaluations shall be directed to identify strengths as well as weaknesses.

B. Employees shall be evaluated upon completion of their probationary period and annually thereafter. Initially, probationary employees shall be evaluated 2, 4, and 6 months after initial employment and annually thereafter. Promotional probationary employees shall be evaluated at the end of their ninety (90) days probationary period.

C. Following an evaluation, the employee has the right to request the Association to be present at any meeting of the employer and employee if the employee's evaluation is less than satisfactory performance, using the performance appraisal procedure outlined in Article 27, Section 1.

D. The employee shall have the right to submit a written statement to be attached to the written evaluation.

E. The employee shall be provided a copy of the evaluation at the time it is signed by supervisor and employee acknowledging receipt.

ARTICLE 26: TRAINING AND EDUCATION

Section 1: It shall be the City's policy to foster and promote in-service training of employees to improve the level of service rendered to the public, the quality of personnel and to assist personnel in preparing themselves for advancement.

Section 2: Employees who meet the requirements as shown below shall be reimbursed as indicated for approved graduate and/or undergraduate and/or any other course work related to their job or leading to a degree related to their job.

Grade Achieved	Reimbursement
"A" or	100% of tuition cost
"B"	75% of tuition cost
"Pass" in a	
"Pass"/"Fail" course	100% of tuition cost
"C"	50% of tuition cost

a. Education reimbursement shall be limited to eighteen (18) semester hours per calendar year (January-December) per employee. Employees are required to sign the Education Reimbursement Application and Agreement prior to beginning the coursework. Reimbursement shall be based upon current state community college or state university tuition rate.

b. Employees receiving reimbursement under this program will be obligated to remain in the employ of the City for a minimum of twenty-four (24) months following completion of course work. Employees separated from City service, whether voluntary or involuntary, prior to the expiration of the 24-month period will refund the cost of tuition reimbursement received for course work completed through deductions from their final payroll check in an amount proportionate to the number of months remaining in the 24-month period for each course. In such event, the reimbursement shall be considered only a loan. Employees laid off during this period shall be excluded from this obligation.

Section 2: (continued)

c. The Director of Human Resources shall, after consultation with the Department Director, determine whether or not the courses are approved. This reimbursement policy does not apply to courses required by law which will continue to be paid for by the City.

Section 3: All requests for prior approval of courses and all reimbursement requests shall be submitted in the manner and with documentation as required by the City. Such documentation shall include, but not be limited to: tuition receipts, official transcripts or grade notification.

Section 4: The cost of required workbooks and/or textbooks will be reimbursed provided the requests for such are submitted as required by the City. Upon completion of the course work, such reimbursed workbooks and/or textbooks shall be turned over to the City and become the property of the City.

ARTICLE 27: WAGES

Section 1:

In contract year 2013/2014, effective the first full payroll period after this Agreement becomes effective pursuant to Article 29, all bargaining unit employees shall receive an across-the-board wage adjustment to increase their base wage by 3%, up to the maximum of the pay range for the position. However, if all or a portion of the 3% increase would cause the employee to exceed the maximum pay for the position in the pay plan, a lump sum payment will be made in an amount equal to the portion of the 3% exceeding the pay plan maximum. There will be no retroactivity. Additionally, in the 2013/2014 fiscal year, each bargaining unit member shall receive a one-time signing incentive, which shall not be included in base pay, equal to $650.00 provided that the employee: (1) was employed on January 2, 2014; (2) is employed on the effective date of this Agreement pursuant to Article 29 after ratification by both parties; and (3) on the date of payment. The signing incentive shall be paid within ninety (90 days) of ratification by both parties. In all other respects, there will be no further increases during fiscal year 2013/2014.

The bargaining unit hereby acknowledges that bargaining unit members who are also eligible members of the Riviera Beach General Employees' Pension Plan will be provided an opportunity to vote and approve the City's election to join the Florida Retirement System (FRS) for new employees hired on or after the date City Council authorizes the FRS agreements through official action. Should the Riviera Beach General Employees' Pension Plan members vote in favor of the City's election to join FRS, all new employees hired on or after the date the City Council elects to join the FRS through official action, shall participate in the FRS and the City shall provide an option for current bargaining unit members to join FRS.

ARTICLE 27: WAGES (continued)

Section 1: (continued)

All bargaining unit employees with at least satisfactory performance shall receive a three (3%) percent increase in their base pay beginning October 1 of fiscal years 2014/2015 and 2015/2016. If the City's actual ad valorem assessed valuation in Fiscal Years 2014/2015 and 2015/2016, as assessed by the Palm Beach County Property Appraiser, increases by 4.5% or more in both years, the City and PMSA agree to bargain for an additional wage increase for Fiscal Year 2015-2016 above the guaranteed three (3%) percent.

For each contract year where increases in base pay are provided, the City shall adjust the minimum and maximum values of the pay grade.

Each contract year, , employees will be evaluated during this period, using the existing electronic evaluation tool and consistent with the terms of the CBA. Employees shall be provided a copy of their job competencies.

If an employee received an unsatisfactory evaluation rating, the employee shall set forth in writing the steps taken to improve the performance after advised by the supervisor. Unless improvement was made by the employee, the unsatisfactory rating may be appealed. The employee shall submit the appeal by presenting the specific reasons for the appeal along with documentation to the Department Director within five (5) working days from the date the employee received the evaluator's denial of the employee's objection to the evaluation. The Department Director may take one of the following three (3) actions:

1. Advise the supervisor or to change the evaluation to a higher score.
2. Reject the employee's appeal.
3. Schedule a meeting with employee and the evaluator to present their respective arguments.

The following procedure will be adhered to for presentation of the parties' respective positions. The presentation will be limited at the one (1) hour of discussion. A decision will be rendered at the conclusion of the presentation. An Association

ARTICLE 27: WAGES (continued)

Section 1: (continued)

representative may be present to assist in the presentation. The decision of the Department Director shall be final on the performance evaluation and shall not be grievable to arbitration.

Section 2:

Paydays will be bi-weekly on Friday. Bi-weekly is defined as every two (2) weeks. In the event payday falls on a holiday, the City shall have the discretion to pay employees on the day before or the day after the holiday. Payroll direct deposit is mandatory and the employee's paycheck will be directly deposited into the designated account. Such bi-weekly pay schedule will be done so only on a citywide basis.

Section 3:

Effective upon ratification, the bargaining unit Water/Sewer System Supervisor, Water/Sewer System Superintendent, and Water Service Supervisor who obtain sewage collection certification A, B, or C or obtain water distribution certification A, B, C shall receive a $250 bonus per year for each certification not to exceed $750 annually. All certifications must be approved in advance by the Department Director and all certifications must be current.

Effective upon ratification, bargaining unit Code Enforcement Supervisors who obtain levels of Florida Association of Code Enforcement certificates including a Code Enforcement Professional Certification, shall receive $250 bonus per year for each certification not to exceed $750 annually. All certifications must be approved in advance by the Department Director and all certifications must be current.

Effective upon ratification, bargaining unit Aquatics Center Director and Lifeguard Captain who obtain an emergency medical technician certification, shall receive $25 per week. All certifications must be approved in advance by the Department Director and all certifications must be current.

Bargaining unit Equipment Mechanic Supervisor who obtain ASE certification shall receive a $250 bonus per year for each job related certification not to exceed $1000 annually. All certifications must be approved in advance by the Department Director and all certifications must be current.

ARTICLE 27: WAGES (continued)

Section 3: (continued)

Certifications earned subsequent to ratification of this Agreement are to be paid without retroactive action. Certification payments are not related to the maximal pay range.

Section 4:

Any employee required to work outside their job classification in a higher pay rate for three (3) or more days in a work week or consecutive work days shall receive the higher rate of pay or 5% of the employee's existing salary in accordance with Article 15, Section 2. Where circumstances permit, every reasonable effort will be made to assign an employee the duties of a higher classification in a given work week.

Section 5:

The City shall grant longevity increase to the bargaining unit employees hired on or before April 1, 2012, conditioned upon an employee's completion of the required years of continuous service, as follows:

Years of Continuous Service

After completing four years ---------- 2%

After completing eight years ---------- 4%

After completing twelve years ---------- 6%

After completing sixteen years ---------- 8%

After completing twenty years ---------- 10%

After completing twenty-four years ---------- 12%

Employees hired after April 1, 2012 shall receive longevity benefits as described below in a lump sum bonus based on the employee's hire date:

5 years	$250
10 years	$500
15 years	$750
20 years	$1,000
25 years	$1,750

ARTICLE 27: WAGES (continued)

Section 6:

Any pay increases after September 30, 2016, are subject to the parties agreeing to same and if no agreement is reached, the employees' salaries will remain frozen at the September 30, 2016 rate until a new agreement is reached.

ARTICLE 28: SAVINGS CLAUSE

If any provisions of this Agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 29: EFFECT OF AGREEMENT

Section 1: This Agreement shall become effective after a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by an official resolution of the City Council ratifying the Agreement and authorizing the City Manager and City Clerk to sign the Agreement on behalf of the City. The Agreement, upon being signed by the appropriate Association Representatives and the City Manager and the City Clerk becomes effective, recognizing that the status quo was in place from the prior Agreement from October 1, 2012 through the date of ratification of this Agreement. This Agreement shall remain in effect through September 30, 2016.

Section 2: The Agreements contained herein constitute the full and complete agreement between the Association and the City and shall not be changed, altered, modified, or amended by either party unless such changes are reduced to writing and ratified by both parties.

ARTICLE 30: DEFINITION OF TERMS

Association-Professional Managers and Supervisors Association, FPD, NUHHCE, AFSCME

City- City of Riviera Beach, Florida

City Council- The City Council of the City of Riviera Beach

Director(s)-Director(s) employed by the City or their designee(s)

Employee-All employees represented by the Association in the bargaining unit

Management-City Manager or designee

APPENDIX A

DUES AUTHORIZATION FORM FOR PROFESSIONAL MANAGERS & SUPERVISORS ASSOCIATION
PMSA BARGAINING UNIT MEMBERS

2 HRS PAY PER MONTH/ADDITIONAL $1.00 PER PAY PERIOD FOR COPE OPTION PMSA, A DIVISION OF THE FPD/AHPE, NUHHCE, AFSCME, AFL-CIO, DUES AUTHORIZATON

NAME	DEPARTMENT		POSITION
HOME ADDRESS	CITY	STATE	ZIP
WORK LOCATION	HOME PHONE		SOCIAL SECURITY NUMBER (OPTIONAL)

Full Time Employees: Please check your choice

Option 1 – DUES
Option 2 – DUES/COPE

1310 CROSS CREEK CIRCLE, SUITE C-2, TALLAHASSEE, FLORIDA 32301 (850) 942-6636

The PMSA is hereby designated as my agent to represent me of Riviera Beach.

I also request and authorize the City of Riviera Beach to deduct from my earnings and transmit to the organization an amount sufficient to provide for regular payment of membership dues as certified from time to time by the organization

I hereby waive any rights and claims for said monies so deducted and transmitted in accordance with this authorization and indemnity to the City of Riviera Beach and its agents.

Dues paid to PMSA may not be deducted for federal income tax purposes, however, under limited circumstances, dues may qualify as a business expense.

I hereby authorize the City of Riviera Beach to deduct from my earnings to the City earnings one dollar ($1.00) per pay period for a PMSA committee on political action (COPE) contribution.

This authorization is signed voluntarily and with the understanding that PMSA (COPE) is engaged in joint fund-raising efforts with the AFL-CIO and will use such money contributed to make political contributions and expenditures in connection with federal, state and local elections.

I understand that such deductions is revocable upon thirty (30) days written notice to the employer and PMSA (COPE). The City of Riviera Beach shall be absolved of any liability resulting from the collection of such assessment.

Contribution for COPE to PMSA are not deductible as charitable contributions for federal income tax purposes (for Option 2 only).

Signature _____ Date _____ Signature _____ Date _____

RESOLUTION NO. 50-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE REALLOCATION OF FUNDS IN THE FIVE YEAR CAPITAL PLAN IN AMOUNT OF $130,000 FROM THE CAPITAL ACQUISITION LIBRARY HVAC SYSTEM REPLACEMENT PROJECT TO THE PUBLIC WORKS CITY WELCOME SIGNS PROJECT IN THE AMOUNT OF $105,000 AND $25,000 TO THE RECREATION AND PARKS PROJECT FOR LINDSEY DAVIS SECOND FLOOR DESIGN AND APPROVING THE REALLOCATION OF FUNDS FROM THE STORMWATER UTILITY CAPITAL ACCOUNT FOR PIPE LINING SYSTEM FOR $150,000 AND RC-2C CANAL PROJECT FOR $70,000 TO BE USED TO PURCHASE A STREET SWEEPER FOR STORMWATER UTILITY IN THE AMOUNT OF $220,000, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the Five Year Capital Improvement plan in September 2013,

WHEREAS, the Library HVAC System was approved for funding in the amount of $280,000, however costs for this project came in much lower than projected and there are funds left over from the project, and

WHEREAS, Staff has identified two projects that need to be funded with the remaining funds and is recommending that the City Council reallocate the funds for City Welcome Signs and Design Services for the second floor of the Lindsey Davis Center, and

WHEREAS, the Five Year Capital Improvement plan also included funding for Pipe Lining System in the amount of $150,000. Staff is requesting that this project be moved to the next fiscal year and these funds along with reallocating funds for the RC-2C Canal in the amount of $70,000 be used to purchase a Street Sweeper for the Storm Water Utility totaling $220,000.

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 reallocating $130,000 from the Capital Acquisition Library HVAC System Replacement project to the Public Works Welcome Sign project and Lindsey Davis Design Services account as follows:

TRANSFER FROM:	ACCOUNT DESCRIPTION	AMOUNT
310-	LIBRARY HVAC SYSTEM	130,000

TRANSFER TO:	ACCOUNT DESCRIPTION	AMOUNT
310	WELCOME SIGNS	105,000
310-	LINDSEY DAVIS DESIGN SERVICES	25,000
		130,000

SECTION 2. The City Council approves moving the Pipe Lining System project in the amount of $150,000 to next fiscal year and reallocating $70,000 from the RC-2C Canal project for the purchase of a Storm Water Utility Street Sweeper in the amount of $220,000.

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

PASSED AND APPROVED THIS 4 **DAY OF** June**, 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

D. PARDO	AYE
J. DAVIS	AYE
C. THOMAS	AYE
B. GUYTON	TARDY
T. DAVIS	AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 6/24/14

RESOLUTION NO. 51-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING A SALES AGREEMENT WITH LIFE SPAN OF PALM BEACH COUNTY, INC., FOR THE SALE OF CITY PROPERTY LOCATED AT 1400 NORTH CONGRESS AVE., RIVIERA BEACH, FL, IN THE AMOUNT OF $800,000; AUTHORIZING THE MAYOR, CITY CLERK, AND CITY MANAGER TO EXECUTE ALL PAPERWORK NECESSARY TO COMPLETE THE SALE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns certain real estate located at 1400 North Congress Ave, Riviera Beach, FL; and

WHEREAS, the City and Life Span of Palm Beach County, Inc. entered into a 20 year Lease Agreement on April 18, 1995, to lease said property; and

WHEREAS, the term of the current lease expires on April 17, 2015; and

WHEREAS, Life Span of Palm Beach County, Inc., made an offer to purchase said property; and

WHEREAS, staff had two formal appraisals completed on the property on September 30, 2013 by SF Holden, INC and September 23, 2013 by Anderson & Car INC, with the first appraisal valuing the property at $820,000, and the second at $845,000; and

WHEREAS, the City's policy states that the City Council can consider selling City owned property for an amount which represents 85% of the average of the market values as determined by the two appraisals which in this case would equal $707,625; and

WHEREAS, Life Span of Palm Beach County, Inc., offers to purchase said property for $800,000, from the City of Riviera Beach contingent upon financing; and

WHEREAS, staff recommends the sale of City property located at 1400 North Congress Ave., Riviera Beach, FL, to Life Span, in the amount of $800,000.

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

SECTION 1. The City Councilauthorizes the sale of City property located at 1400 North Congress Ave., Riviera Beach, FL, to Life Span, in the amount of $800,000.

SECTION 2. The City Council authorizes the Mayor, City Clerk and Manager to execute all paperwork necessary to complete the sale of property if the amount is accepted by Life Span of Palm Beach County, Inc.

SECTION 3. This Resolution shall become effective upon its passage and approval by the City Council.

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: B. GUYTON

SECONDED BY: C. THOMAS

B. GUYTON	Aye
J. DAVIS	Aye
C. THOMAS	Nay
D. PARDO	Nay
T. DAVIS	Aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/4/14

RESOLUTION NO. 52-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ALL TREATMENT PROVIDERS AND CONSULTANT CONTRACTS AND AGREEMENTS AS PROVIDED IN THE INTERLOCAL AGREEMENT BETWEEN THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF RIVIERA BEACH WHICH COVERS THE PERIOD OF OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014, RESOLUTION NO. 150-13 APPROVED NOVEMBER 20, 2013; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Action of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately, and

WHEREAS, the Civil Drug Court was created through an Administrative Order by the Chief Judge in 1991 and has assisted the recovery efforts of clients with substance abuse issues by ordering them into treatment programs through the Marchman Act (FSS. Chapter 397).

WHEREAS, the City of Riviera Beach has an investment in the Civil Drug Court; and the County's Criminal Justice Commission (CJC) wishes to provide continued support to the Civil Drug Court to offer services to citizens who are affected by substance abuse addiction.

WHEREAS, the County, through the Criminal Justice Commission is providing up to $99,600 to offer continued staffing and to support treatment of clients through licensed substance abuse treatment providers and facilities.

WHEREAS, on November 20, 2013 the City Council approved Resolution No. 150-13 approving and authorizing the Mayor and City Clerk to execute the interlocal agreement with the Palm Beach County Board of Commissioners covering reimbursements from October 1, 2013 through September 30, 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 City of Riviera Beach City Council hereby authorizes the Mayor and City Clerk to execute all necessary treatment providers and consultant contracts and agreements.

SECTION 2: The City will provide services and incur expenditures as set forth in Exhibit A and B.

SECTION 3: That this resolution shall be amended and take effect upon its approval and passage by the City Council.

APPROVED:

THOMAS A. MASTERS
MAYOR

JUDY L. DAVIS
CHAIRPERSON

ATTEST:

6/18/14

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAWN S. PARDO
CHAIR PRO TEM

BRUCE A. GUYTON
COUNCILPERSON

absent

CEDRICK A. THOMAS
COUNCILPERSON

TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

B. GUYTON AYE

J. DAVIS AYE

C. THOMAS ABSENT

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala H. Ryan

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

DATE: 6/18/14

RESOLUTION NO. 53-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF A NEW SCHARZE A7 TORNADO STREET SWEEPER FROM SOUTHERN SEWER AND EQUIPMENT SALES BY PIGGYBACKING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NUMBER 13-11-0904 IN THE AMOUNT OF $218,000; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 460-1127-541-0-6361 FOR PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the department currently has two street sweepers with one being completely inoperable and one requiring constant and expensive repairs; and

WHEREAS, the department is required to sweep streets in order to be in compliance with the U.S. Environmental Protections Agency's National Pollutant Discharge Elimination System (NPDES) program; and

WHEREAS, the department desires to purchase a new Scharze A7 Tornado sweeper to replace the inoperable street sweeper.

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 authorizes the purchase a new Scharze A7 Tornado sweeper truck from Southern Sewer and Equipment Sales by piggybacking the Florida Sheriffs Association Contract number 13-11-0904.

SECTION 2. The Director of Finance and Administrative Services is authorized to make payment for same from account number 460-1127-541-0-6361 in the amount of $218,000.

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

PASSED and APPROVED this 18 day of June, 2014.

RESOLUTION NO. 54-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF SIX (6) IN-CAR VIDEO SYSTEMS FOR THE CITY'S POLICE VEHICLES FROM CDW GOVERNMENT, INC., THROUGH THE FLORIDA PANASONIC WSCA CONTRACT NUMBER B27172 250-WSCA-10-ACS; AUTHORIZING THE FINANCE DIRECTOR TO PAY $41,870.00 TO CDW GOVERNMENT, INC. FROM THE 2013 JUSTICE ASSISTANCE GRANT (JAG), NUMBER 111-0822-521-6-6405, AND GENERAL FUND 001-0824-521-0-5206; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there are six (6) police vehicles in need of in-car video; and

WHEREAS, the Police Department currently utilizes the Panasonic Arbitrator in-car video system, and has located a vendor offering the same system; and

WHEREAS, the Police Department recommends CDW Government, Inc. as the vendor for the installation and integration of the Arbitrator in-car video system and recommends a piggyback of the State of Florida Contract #B27172 250-WSCA-10-ACS held by Panasonic; and

WHEREAS, the City will fund the purchase of the in-car video systems through the 2013 Justice Assistance Grant, and Operating Supplies – Other line item.

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 purchase of six (6) in-car video systems from CDW Government, Inc., to be used by the City's police department.

SECTION 2: The City Council authorizes the Finance Director to make payment in the amount of $41,870.00, as follows:

Revenue		
111-00-331220	2013 JAG Grant	$40,389.00
Expense		
111-0822-521-6-6405		$40,389.00
001-0824-521-0-5206		$ 1,481.00
Total Payment		**$41,870.00**

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

PASSED AND APPROVED this 18 **day of** June**, 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

absent

CEDRICK A. THOMAS
COUNCILPERSON

BRUCE A. GUYTON
COUNCILPERSON

TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

B. GUYTON	AYE
J. DAVIS	AYE
C. THOMAS	ABSENT
D. PARDO	AYE
T. DAVIS	AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/18/14

RESOLUTION NO. 55-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF A NEW FORD F-450 DUMP BED PICKUP TRUCK FROM DUVAL FORD BY PIGGYBACKING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NUMBER 13-11-0904 IN THE AMOUNT OF $47,000; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 001-1127-541-0-6451 FOR THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the department was recently granted approval by the City Council as a part of the mid-year budget adjustments to add an additional maintenance crew in the streets division; and

WHEREAS, the purchase of a new truck is necessary in order to the crew to carry out normal job functions; and

WHEREAS, the department desires to purchase a new Ford F-450 dump bed pickup truck in order for the crew to fulfill its maintenance responsibilities.

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 authorizes the purchase a new Ford F-450 dump bed pickup truck from Duval Ford by piggybacking the Florida Sheriffs Association Contract number 13-11-0904.

SECTION 2. The Director of Finance and Administrative Services is authorized to make payment for same from account number 001-1127-541-0-6451 in the amount of $47,000.

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

PASSED and APPROVED this 18 day of June, 2014.

RESOLUTION NO. 55-14
PAGE 2

APPROVED:

THOMAS A. MASTERS
MAYOR

JUDY L. DAVIS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAWN S. PARDO
CHAIR PRO TEM

Absent

CEDRICK A. THOMAS
COUNCILPERSON

BRUCE A. GUYTON
COUNCILPERSON

TERENCE DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

B. GUYTON	AYE
J. DAVIS	AYE
C. THOMAS	ABSENT
D. PARDO	AYE
T. DAVIS	AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 6/18/14

RESOLUTION NO. 56-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASING DIRECTOR TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF $54, 306.08 TO PRESIDIO NETWORKED SOLUTIONS OF OAKLAND PARK, FLORIDA FOR THE PROCUREMENT OF NEEDED COMPUTER STORAGE DEVICES TO EXPAND THE CITY'S STORAGE AREA NETWORK (SAN) BY PIGGYBACKING STATE OF FLORIDA TERM CONTRACT NO. 250-000-09-1; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 310-0243-516-3-6451 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Riviera Beach, Palm Beach County, Florida, does hereby accept the Purchasing Department's recommendation and approves the piggyback purchase of needed computer storage devices from "**Presidio Networked Solutions"** of Oakland Park, Florida by piggybacking State of Florida Term Contract No. 250-000-09-1; and

WHEREAS, The procurement is a proprietary purchase through "Net App" and Presidio Networked Solutions is an authorized "Net App" reseller; and

WHEREAS, The City Council has approved funding for this purchase in the current fiscal year of capital budget in fund number 310-0243-516-3-6451; and

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

SECTION 1. The Purchasing Director is authorized to execute the appropriate purchase order in the amount of $54,306.08 to Presidio Networked Solutions of Oakland Park Florida.

SECTION 2. The Director of Finance and Administrative Services is authorized to make payment from account number **310-0243-516-3- 6451**.

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

PASSED AND APPROVED this 18 **day of June, 2014**

RESOLUTION NO. 56-14
PAGE 2

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

Absent

CEDRICK A. THOMAS
COUNCILPERSON

TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

B. GUYTON	AYE
J. DAVIS	AYE
C. THOMAS	ABSENT
D. PARDO	AYE
T. DAVIS	AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 6/18/14

RESOLUTION NO. 57-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH PALM BEACH COUNTY, FLORIDA, APPROVING A GROUND LEASE FOR THE MARINA UPLAND PROPERTIES BETWEEN THE CITY OF RIVIERA BEACH AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Riviera Beach Community Redevelopment Agency (The "Agency") is responsible for carrying out community redevelopment activities and projects in the community redevelopment area of the City of Riviera Beach; and

WHEREAS, the Citizens' Master Plan was approved on January 30, 2008, combining urban design principles with community input, creating a Citizens' Plan for the Community Redevelopment Area including the Marina District; and

WHEREAS, the City of Riviera Beach, Florida (the "City") and the Agency, after numerous public meetings adopted a unified long-range Marina District Conceptual Master Plan for development and redevelopment of the Marina District called the Marina District Master Plan. Said adoption occurred at a public meeting held by the City through resolution 22-12, and by the Agency on February 27, 2013; and Agency on February 24, 2013, and

WHEREAS, the City and the Agency agree to allow the Agency to lease the City's Municipal Marina Upland Properties (the "Uplands Properties") to make substantial infrastructure improvements and facilitate the attraction of 427,000sf of mixed-used private and public development on the Upland Properties.

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

SECTION 1. The City approves the execution of the Marina Uplands Ground Lease with the Community Redevelopment Agency.

SECTION 2. The Mayor and City Clerk are authorized to execute the Ground Lease on behalf of the City, and staff is authorized to take such steps as shall be necessary and proper to carry out the purposes hereof.

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

PASSED AND APPROVED THIS 25 DAY OF June, 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: Guyton

SECONDED BY: Thomas

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: 6/25/14

MARINA UPLANDS GROUND LEASE
BETWEEN
THE CITY OF RIVIERA BEACH AND
THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

This Ground Lease (the "Lease"), is made and entered into as of July 29, 2014, by and between Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes ("Tenant," "Lessee" or "CRA"), and the CITY OF RIVIERA BEACH, a Florida municipal corporation existing under the laws of the State of Florida ("Landlord," "Lessor" or "City").

W I T N E S S E T H:

WHEREAS, Tenant desires to lease from Landlord, subject to the provisions of this Lease, the Leased Premises (as hereinafter defined) for the purpose of making substantial infrastructure improvements and facilitating the construction of a new marina upland area with approximately 354,833 square feet of mixed-use development and parking ("New Marina Uplands Improvements") and 186,132 square feet of park improvements ("Bicentennial Park Improvements")(the New Marina Uplands Improvements and the Bicentennial Park Improvements are collectively referred as the "(Upland Improvements") as provided herein; and

WHEREAS, the City's intended benefit is the return of the property at the end of the Lease term with the new mixed-use development and parking as well as other improvements further defined herein, paid for by Tenant and Landlord.

NOW, THEREFORE, in consideration of the rent to be paid by Tenant and the agreements hereinafter provided to be performed by the parties hereto, Landlord hereby leases to Tenant, and Tenant hereby accepts and rents from Landlord, the premises hereinafter described and upon the terms and conditions hereinafter set forth below.

1. LEASED PREMISES.

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for the term set forth in Article 3 below, that certain real estate generally described as the uplands of the Riviera Beach City Marina, County of Palm Beach, State of Florida, containing approximately 327,562 square feet of land, together with all improvements, appurtenances, easements and privileges belonging thereto which real property is more particularly described in **Exhibit "A,"** (the "New Marina Uplands Premises") and 186,132 square feet of land together with all improvements, appurtenances, easements and privileges belonging thereto (the Bicentennial Park Premises") (the New Marina Uplands Premises and the Bicentennial Park Premises will be collectively referred to as "Leased Premises"), subject to such matters of title set forth in **Exhibit "B"** attached hereto ("Permitted Exceptions").

The terms "Buildings" and "Site Improvements" as used herein, shall mean the building(s) and those improvements that Tenant may construct from time to time on the Leased Premises, all as hereinafter provided.

2. RENT.

(a) Rent and Place of Payment. The initial rent for the New Marina Uplands shall be One Million Fifty Five Thousand Six Hundred Twenty Eight Dollars ($1,055,628.00) per year ("New Marina Uplands Rent") to be paid as follows: the New Marina Uplands Rent shall be abated until September 30, 2015. The initial rent payment shall be made on or before October 1, 2015 ("Anniversary Date") payable quarterly in advance on the first day of October, January, April, and July of each year of the term beginning October 1, 2015. On or before January 1, 2016, Tenant shall pay to Landlord as rent for the Bicentennial Park Premises, Ninety Five Thousand Dollars ($95,000) per year ("Bicentennial Park Rent") (New Uplands Rent and Bicentennial Park Rent will collectively be referred to as "Rent"). Rent must be payable to Landlord at 600 West Blue Heron Blvd., Riviera Beach, Florida, 33404, Attention: Finance Director. The Landlord may designate a different payment address at any time and such different payment address shall be where the payments must be paid under this Lease.

(b) The New Uplands Marina Rent shall be subject to an upward adjustment by Landlord on January 1, 2017, based on an appraisal of the fair and reasonable market rental value of the New Uplands Marina Premises as of March 1, 2016, taking into account the fair and reasonable market rental value of comparable property in Palm Beach County, Florida, at that time and for such a term, and taking into account the terms and conditions of this Lease ("Adjusted Rent"). The method of determination of the fair and reasonable market rental value of the New Uplands Marina Premises shall be determined by a Certified Florida Appraiser selected by Landlord. The cost of the appraisal shall be paid by Landlord. In the event the fair and reasonable market rent value of the New Uplands Marina Premises is less than the rent set forth in Section 2(a) above, Tenant shall not be entitled to any reduction and the Adjusted Rent shall be deemed to be in the amount as set forth in Section 2(a) above.

(b) The Adjusted Rent shall thereafter be adjusted upward annually on the Anniversary Date by Landlord during the Lease term to reflect any changes in the cost of living. The adjustment shall be calculated upon the basis of the United States Department of Labor, Bureau of Labor Statics Consumer Price Index of All Urban Consumers (CPI-U), "All Items," U.S. Cities Average, (1982-1984= 100) (the "Index"). The Index published for the sixth month prior to the second Anniversary Date shall be considered the initial "base," and each comparison Index used pursuant to the next sentence shall thereafter be the new "base" for the next succeeding adjustment. The then current quarterly Base Rent under section 2(a) for each Lease year or partial Lease year shall be adjusted by the percentage increase, if any, in the Index published for the last calendar month of the preceding Lease year or partial Lease year over the "base" provided, however, that in no event shall any such annual percentage increase adjustment be less than two percent (2%) nor more than six percent (6%). When the new quarterly Base Rent for a Lease year or partial Lease year under section 2(a) is determined, Landlord shall give Tenant written notice to that effect indicating how the new quarterly Base Rent under section 2(a) figure was computed.

(i) If at any rental adjustment date the Index no longer exists in the same format as recited in this Article, Landlord shall substitute any official index published by the Bureau of Labor Statistics, or successor or similar governmental agency, as may then be in existence and shall in Landlord's discretion be most nearly equivalent to the Index.

(ii) If any adjustment provided for in this Article shall not have been made as of the commencement of the Lease year for which applicable, Tenant shall continue to pay quarterly Base Rent under section 2(a) at that last rate applicable until Tenant receives Landlord's written notice as to such adjustment. Within 10 days after Tenant's receipt of Landlord's notice, Tenant shall pay to Landlord an amount equal to the new quarterly Base Rent under section 2(a) times the number of months from the commencement of the then current Lease year to the date of receipt of Landlord's notice, less the aggregate amount paid by Tenant on account of quarterly Base Rent under section 2(a) for the same period. Thereafter, Tenant shall pay quarterly Base Rent at the new rate set forth in Landlord's notice.

(c) Net Lease. This Lease is what is commonly referred to as a "Net, Net, Net" or "triple net lease." It is the purpose and intent of Landlord and Tenant that the Rent herein reserved shall be absolutely net to Landlord so that this Lease shall yield net to Landlord the Rent to be paid during the term of this Lease without any diminution, reduction, deduction, counterclaim, setoff or effect whatsoever, and that all costs and expenses including, but not limited to real estate taxes, special assessments, sales taxes, personal property taxes, licenses and permits, intangible taxes, insurance, utilities, maintenance, repairs and obligations of every kind or nature whatsoever relating to the Leased Premises (including any personal property used in the operation thereof) which may arise or become due during the term of this Lease (collectively, "Additional Rent"), shall be paid by Tenant directly to the parties who are owed such amounts and that Landlord shall be indemnified and saved harmless by Tenant from and against the same. Notwithstanding the foregoing, Tenant shall pay the real estate taxes, directly to the proper taxing authorities as provided herein.

(d) Rent and Additional Rent. All monies due under this Lease shall be considered Rent or Additional Rent.

3. EFFECTIVE DATE AND TERM. This Lease shall become effective on July 2, 2014 ("Effective Date"). The term shall commence on the effective date and shall terminate on the 50th anniversary of the effective date ("Term") unless otherwise terminated in accordance with this Lease.

4. USE

(a) Tenant shall have the right to use and occupy the Leased Premises, subject to the provisions of paragraph 4(e) below, for a marine multiuse development and all activities related or ancillary thereto, consistent with the Marina District Master Plan attached hereto as **Exhibit "C"** as modified by Tenant from time to time and approved by Landlord. Title and ownership to the Buildings and Site Improvements during the term of this Lease shall be vested in Tenant or its successors or assignees (including any subsequent or further improvements, modifications and additions to the Buildings and/or Site Improvements).

(b) During the term of this Lease, Landlord shall have no right to encumber the Leased Premises or any Buildings and Site Improvements (in part or in whole) from time to time located on the Leased Premises. Landlord shall execute upon Tenant's request such easements as Tenant shall reasonably require for the purpose of connection to or use of existing and future drainage and utility facilities (including without limitation, water, sewer gas, electricity, cable, internet and telephone) to serve the Leased Premises. After delivery of the Leased Premises by Landlord, Tenant is authorized to demolish all buildings and site improvements located on the Leased Premises existing at the time of the execution of Lease and to remove, raze

and destroy such trees, plants, shrubs and top soil as Tenant deems necessary or appropriate, and to excavate and remove earth from the Leased Premises in such quantities necessary or appropriate to complete Tenant's Construction for the Uplands Improvements (the "Demolition"). Upon the written request of Tenant, Landlord agrees to execute or join in the execution of any documents or instruments that may be reasonably required by Tenant and/or third parties, including but not limited to governmental authorities for the development, use and enjoyment of the Leased Premises, subject, however, to the City's rights and approvals as a regulatory body which may not be contracted away. Without limitation, such documentation may include (i) zoning applications, (ii) changes or variances required by governmental authority, (iii) changes in existing rights of way bounding the Leased Premises, (iv) dedications of easements for roadways, utilities, ingress, egress and other purposes as Tenant may reasonably require, (v) building Permits, variances, use Permits, licenses, approvals or similar governmental authorizations, (vi) abandonment and/or relocation of any easements and rights-of-way that are located within the Leased Premises as public streets and public sidewalks interfering with Tenant's development or use of the Leased Premises, and (vii) other like matters. In no event shall Landlord execute any of the foregoing affecting the Leased Premises during the Term without the prior written consent of Tenant, which consent Tenant may withhold in its sole and absolute discretion.

(c) Tenant shall operate and manage the Leased Premises with that degree of skill, care and diligence normally exercised by operators and managers of retail water front development projects with a scope, magnitude and location comparable to the Leased Premises, including in all cases the standards by which the Leased Premises is operated when it is initially opened, ordinary wear and tear excepted, and otherwise in compliance with this Lease. Tenant's responsibilities shall include maintenance of all lighting, landscaping, parking, resurfacing, security, irrigation, common areas and other facilities located on the Leased Premises necessary to the complete functioning of a first-class project and compliance with applicable City standards.

(d) Tenant shall use and operate the Leased Premises throughout the Term as required by this Lease. In any event, the Leased Premises shall be used only in accordance with the Final CO(s) therefore (or Temporary CO(s), to the extent that Final CO(s) have not been issued therefor).

(e) Without limiting the provisions of subparagraph (a) above, Tenant shall not use or occupy the Leased Premises or any part of the Leased Premises, and neither permit nor suffer the Premises, or any portion thereof, to be used or occupied, for any of the following prohibited uses ("Prohibited Uses"): (i) for any unlawful or illegal business, use or purpose or for any business, use or purpose which violates any Requirements (as hereinafter defined); (ii) for any use which is a public nuisance; (iii) as a flea market; (iv) as a massage parlor, except to the extent that therapeutic massages are given in connection with chiropractic, physical therapy or other similar services; (v) a skating rink; (vi) a mortuary; (vii) a labor camp; (viii) an off-track betting establishment; (ix) a gaming or bingo establishment; (x) a nude or topless adult entertainment facility; (xii) for the operation of any private or commercial golf course, country club, hot tub facility, suntan facility; (xiii) as a store the principal business of which is the sale of alcoholic beverages for consumption off the premises; (xiv) for the development or holding of intangibles for sale or license or farming, including without limitation those activities described in §2032A(e)(5)(A) and (B) of the Internal Revenue Code; or (xv) or in such manner as may make void or voidable any insurance then in force with respect to the Leased Premises; and/or (xvi) any business or entity which excludes entrance to persons based upon their sex, religion, creed or race. For purposes hereof, "Requirements" means (i) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all governmental authorities having jurisdiction over Tenant or other persons, or the Leased Premises, or any street, road, avenue or sidewalk comprising a part of, or lying in front of, the Leased Premises, or any vault in, or under the Leased Premises (including, without limitation, the Americans With

Disabilities Act "ADA" and any of the foregoing relating to handicapped access or parking, the building code of the City and the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other body exercising similar functions); (ii) the Temporary and/or Final COs issued for the Tenant Facility as then in force; (iii) any and all provisions and requirements of any property, casualty or other insurance policy required to be carried by Tenant under this Lease; and (iv) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations or other indentures, documents or instruments of record.

(f) Landlord agrees to cooperate with Tenant, at no out of pocket expense to Landlord, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Leased Premises.

Tenant shall have the absolute right to sublease the Leased Premises to one or more who are obligated, pursuant to the terms of such sublease, to undertake and complete the construction, equipping and operation of the New Marina Uplands Premises, including the sub-subleasing thereof to one or more tenants. Any sublease entered into by the Tenant shall not extend beyond the Tenant's lease term by a period of more than five (5) years. To the extent that any such sublease extends beyond the Lease Term, and the City has provided its prior written consent to such sublease, such extended term shall be considered a direct lease with the City and the City shall execute any such sublease as a party. In no event shall any sublease be for a term that exceeds 50 years including any and all renewals or extensions.

5. PUBLICS RIGHT TO ACCESS UPLANDS AND MARINA

The Leased Premises are public property and shall be open to the public, subject to reasonable regulations. The Tenant covenants that it shall operate, manage, and use the Premises to insure the public's access to the Leased Premises and the public docks (the "City Marina").

6. FACILITIES, UTILITIES; ACCESS.

(a) Tenant has the right, directly or indirectly through a subtenant or sublessee, to construct, erect, install, maintain, test, replace, remove, operate and shall be obligated to upgrade the Leased Premises by constructing the Uplands Improvements. In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Leased Premises for Tenant's business operations (including the business operations of subtenants and sublessees). All of Tenant's construction and installation work (including such work performed on behalf of Tenant by the subtenant or sublessee) must be performed at Tenant's and/or Tenant's subtenants' or sublessees' sole cost and expense, except as provided herein, and in a good and workmanlike manner.

(b) Tenant shall pay, or cause to be paid, directly to the provider thereof, when due, all bills for water, sewer rents, sewer charges, heat, gas, electricity, stormwater, cable, internet and telephone or any other utility service used in the Leased Premises from the commencement of the Term until the expiration of the Term.

(c) Tenant, Tenant's employees, Tenant subtenants, Tenant subtenant's employees, their agents and contractors may have reasonable access to the Leased Premises without notice to Landlord twenty-four (24) hours a day, seven (7) days a week, at no charge. Landlord grants to Tenant, and Tenant's agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Land.

7. ALTERATIONS.

(a) General. "Alterations" shall mean any alteration, addition, or improvements to the Leased Premises of any kind or nature. Tenant's construction of the Upland Improvements to the Leased Premises shall be subject to Landlord's review and consent, which consent shall not be unreasonably withheld. The approval by Landlord of any Alternations and any approval by Landlord of any plans and specifications therefor shall not: (a) imply Landlord's approval of the plans and specifications as to quality of design or fitness of any material or device used, (b) imply that the plans and specifications are in compliance with any codes or other requirements of governmental authority (it being agreed that compliance with these requirements is solely Tenant's responsibility), (c) impose any liability on Landlord to Tenant or any third party, or (d) serve as a waiver or forfeiture of any right of Landlord. After construction of the Upland Improvements, Tenant shall have the right, at its own cost and expense, to construct, at any time and from time to time, such Alterations as Tenant shall from time to time determine. Notwithstanding the foregoing, the Tenant agrees that it will not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed by Landlord, undertake any Alterations, which materially alters the site plan for the Uplands Improvements previously approved by Landlord. In addition, Landlord's consent shall not be required under this Lease in connection with any alteration required to be made in order to comply with applicable Requirements.

(b) Cooperation. At Tenant's sole cost, Landlord agrees to cooperate reasonably with Tenant (including by timely signing applications) in obtaining any necessary governmental approvals for any work (including sign installation) that Tenant is permitted to perform under this Lease. Tenant shall, promptly on receipt of them, furnish to Landlord copies of any and all written inspections, examinations, evaluations, studies, tests, surveys, reports, approvals, permits, or other written matters obtained by Tenant in connection with its improvements to or inspections of the Leased Premises.

(c) Tenant's Costs/Title to Improvements. Tenant and Landlord shall pay the cost of the Alterations as allocated on **Exhibit "D."** Title to the Alterations shall automatically vest in Tenant until the expiration or sooner termination of the Lease Term, whereupon title to the Alterations shall automatically pass to, vest in, and become the absolute property of Landlord, subject to the rights of any Leasehold Mortgagee as further defined and described in Sections 12, 13 and 16 *infra* . If requested, Tenant will convey the Alterations to Landlord by special warranty deed upon the expiration or sooner termination of the Lease Term.

(d) Mechanics' Liens. If any mechanics' lien is recorded against the Leased Premises by reason of work, labor, services or materials supplied to or claimed to have been supplied to Tenant, Tenant

shall, within ninety (90) days after receipt of notice from Landlord or notice of such lien cause such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

8. MAINTENANCE AND REPAIRS

(a) Repairs. Tenant shall take good care of, and keep and maintain, the Leased Premises in good and safe order and condition, and shall make or cause to be made all repairs therein and thereon, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, necessary (whether or not such portion of the Leased Premises requiring repair, or the means of repairing the same are reasonably or readily accessible to tenant, and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Leased Premises), including, without limiting the generality of the foregoing, all plumbing, heating, air conditioning, ventilating, electrical, lighting facilities and equipment within the Leased Premises, fixtures, walls (interior and exterior), foundations, ceilings, roofs (interior and exterior), floors, windows, doors, plate glass and skylights located within the Leased Premises, and all landscaping, driveways, parking lots, fences and signs located on the Leased Premises and sidewalks and parkways adjacent to the Leased Premises. Tenant shall not commit, waste, damage or injury to the Leased Premises.

(b) All repairs made by Tenant shall be substantially equal in quality to the original quality of the Leased Premises and/or Buildings and/or Site Improvements being repaired. Landlord shall not have any duty or obligation to make any alteration, change, improvement, replacement, restoration or repair with respect to the Leased Premises, except as provided herein. Tenant shall be responsible for all City or Palm Beach County, Florida code violations imposed against the Leased Premises, during the Term, as if it was the owner of the Leased Premises. Tenant's obligations under this Article shall be subject to Article 13 concerning Tenant's obligations in the event of damage due to fire or other casualty.

(c) Surrender. On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Leased Premises to Landlord in the same condition as when received or in the event of Site Improvements, as when the Site Improvements were completed, broom clean, ordinary wear and tear excepted. Tenant shall leave any fixtures and/or trade fixtures installed in the premises, which shall become the property of the Landlord unless Landlord specifically waives its rights to the fixture and/or trade fixture in which case the Tenant shall keep possession of the Fixture and/or trade fixture. The Tenant shall repair any damage to the Premises occasioned by the removal of Tenant's fixtures, trade fixtures, furnishings and other items which repair shall include the patching and filling of holes and repair of structural damage.

(b) Removal of Buildings and/or Site Improvements. Tenant must, if so directed by the Landlord, upon the expiration or earlier termination of this Lease, remove any or all of the Buildings and/or Site Improvements as directed by the Landlord at Tenant's expense, from the Land, but Tenant is not required to remove any foundation more than one (1) foot below grade level.

(c) Landlord's Rights. If Tenant fails to perform Tenant's maintenance and repair obligation under this Article 8, Landlord may at its option (but shall not be required to) enter upon the Leased Premises,

after ten (10) days' prior written notice to Tenant, and put the same in good order, condition and repair, and the cost thereof together with interest thereon at the rate of eighteen percent (18%) per annum shall become due and payable as additional rental to Landlord together with Tenant's next rental installment.

9. WAIVER OF LANDLORD'S LIEN.

(a) Landlord waives any lien rights it may have concerning the contents of the Buildings and/or Site Improvements, all of which are Tenant's personal property and shall not be considered fixtures.

(b) Landlord acknowledges that Tenant may enter into a financing arrangement including promissory notes and financial and security agreements for the financing of the New Marina Uplands ("collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other entities). In connection therewith, Landlord (i) consents to the installation of the collateral; (ii) disclaims any interest in the collateral's fixtures or otherwise; and (iii) agrees that the collateral's contents is exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that such collateral's contents may be removed at any time without recourse to legal proceedings.

10. HAZARDOUS SUBSTANCES. In the event that any Hazardous Substances are discovered at any time in, under or on the Leased Premises, regardless of whether caused by the Tenant, any subtenant or any transferee, the presence of which was not the result of migration of such Hazardous Substances from off of the Leased Premises into, under or on the Leased Premises, Tenant shall, at Tenant's expense, remove and dispose of the same in accordance with applicable law.

(a) Indemnification. Tenant hereby indemnifies, defends and holds harmless the Landlord Indemnified Parties from and against any claims, liability, obligation, damage, cost, expense, fines and penalties, including, without limitation, reasonable attorneys' fees and costs and reasonable and applicable consultants and contractors' fees and costs, resulting directly or indirectly from the presence, removal or disposal of any Hazardous Substances in, under or on the Leased Premises, the presence of which was not the result of migration of such Hazardous Substances from off of the Leased Premises into, under or on the Leased Premises. Such obligation of Tenant shall include the burden and expense of defending all claims, suits and administrative proceedings (with counsel reasonably satisfactory to Landlord), and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against any of the Landlord Indemnified Parties resulting directly or indirectly from the presence, removal or disposal of any Hazardous Substances in, under or on the Leased Premises, the presence of which was not the result of migration of such Hazardous Substances from off of the Leased Premises into, under or on the Leased Premises. Tenant's obligations shall not apply with respect to Hazardous Substances in, under or on the Leased Premises existing prior to the execution hereof. Without limiting the foregoing, if the presence or release of any Hazardous Substance on or from the Leased Premises caused or permitted by Tenant results in any violation of Environmental Laws or material contamination of the Leased Premises, Tenant shall promptly take all actions at its sole cost and expense as are necessary or appropriate to return the Leased Premises to the condition existing prior to the introduction of such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be

unreasonably withheld. The foregoing indemnifications shall survive the termination or expiration of this Lease for any reason. Nothing contained in this Agreement shall be deemed consent by the Tenant to waive sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(b) Notices. If Tenant receives any notice of, or otherwise becomes aware of, a release, threat of release, or written notice with regard to air emissions, water discharges, noise emissions, recycling, violation of any Environmental Law or any other environmental, health or safety matter affecting Tenant or the Leased Premises (an "Environmental Complaint") independently or by written notice from any governmental authority having jurisdiction over the Leased Premises, including the Environmental Protection Agency (the "EPA"), or with respect to any litigation regarding environmental conditions at or about the Leased Premises, then Tenant shall give prompt oral and written notice of same to the Landlord detailing all relevant facts and circumstances.

(c) Landlord's Remedies. If Tenant does not diligently commence to remediate the environmental conditions it is required to remediate in accordance with the foregoing provisions, promptly after becoming aware of the same and thereafter diligently pursue the completion thereof in a reasonable time (and in any event in accordance with Requirements), Landlord shall have the right, but not the obligation, to enter onto the Leased Premises or to take such actions as it deems necessary or advisable and practicable to cleanup, remove, resolve or minimize the impact of or otherwise deal with any such environmental conditions upon its obtaining knowledge of such matters independently or by receipt of any notice from any Person (as defined below), including the EPA. Any amount so expended by Landlord, together with interest thereon at the rate of eighteen percent (18%) per annum, shall become Additional Rent hereunder, payable upon demand.

(d) Definitions.

"Hazardous Substances" shall mean any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including, without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction or by-product thereof), underground storage tanks, and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which is prohibited, controlled or regulated by any Environmental Law.

"Environmental Law" shall mean any federal, state, regional, county or local governmental statute, law, regulation, ordinance, order or code or any consent decree, judgment, permit, license, code, covenant, deed restriction, common law, or other requirement presently in effect or hereafter created, issued or adopted, pertaining to protection of the environment, health or safety of Persons, natural resources, conservation, wildlife, waste management, and pollution (including, without limitation, regulation of releases and disposals to air, land, water and ground water), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. 1251 et seq., Clean Air Act of 1966, as amended, 42 U.S.C. 7401 et seq., Toxic Substances Control Act

of 1976, 15 U.S.C. 2601 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. 651 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. 11001 et seq., National Environmental Policy Act of 1975, 42 U.S.C. 300(f) et seq., and all amendments as well as any similar state or local statute or code and replacements of any of the same and rules, regulations, guidance documents and publications promulgated thereunder.

"Environmental Damages" shall mean all claims, judgments, damages (including punitive damages), losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation, and defense of any claim, whether or not such is ultimately defeated, and of any settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, any of which are incurred at any time as a result of the remediation or mitigation of an Environmental Condition, including, without limitation, fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with investigation and remediation, including the preparation of any feasibility studies or reports and the performance of any remedial, abatement, containment, closure, restoration or monitoring work;

"Landlord Indemnified Party or Parties" means, collectively, the Landlord and its respective elected and appointed officials (including the Mayor and the City Council members), directors, officers, shareholders, members, employees, agents and representatives and the respective heirs, legal representatives, successors, and assigns of any of the foregoing.

(e) Survival. The provisions of this Article 8 (b) through (e) shall survive the termination or expiration of this Lease for any reason.

(f) Conduct of Business. Tenant, its successors, subtenants, and assigns, shall comply with all requirements regarding the manner of the conduct of such parties' particular business in the Buildings or Site Improvements including the New Marina Uplands. Following the Effective Date, Tenant shall make all required changes or installations, and pay the cost, if any, of all inspections required to comply with valid requirements as they apply to the Leased Premises, and/or New Marina Uplands and/or Buildings and/or Site Improvements. Tenant, at its option and sole expense, shall have the right to contest in good faith by appropriate legal proceedings, and delay compliance thereof during the pending of such proceedings, the validity or applicability of any such laws or requirements.

11. SIGNS, TENANT'S FIXTURES. Tenant may install, change, remove, enlarge and alter, at Tenant's sole cost and in compliance with applicable law, such signs at the Leased Premises, buildings and/or site improvements (including, without limitation, monument, directional and pylon signs), advertising matter, machinery and mechanical equipment as tenant deems necessary or appropriate. Landlord agrees to cooperate with Tenant in obtaining all necessary permits including, without limitation, any variances required for same, subject, however, to the City's rights of approvals as a regulatory body which may not be contracted away.

12. ASSIGNMENT, MORTGAGE AND SUBLETTING.

(a) Tenant may not assign this Lease, but may sublet or license the Leased Premises or any portion thereof, which must be evidenced by written notice thereof to Landlord within a reasonable period of time thereafter and whose approval by the City shall be required pursuant to Article 4 of this Lease. Tenant, subject to Landlord's prior written consent, may enter into subleases whose terms extend beyond the term of the this Lease, in accordance with Article 4 of this Lease Landlord may assign this Lease, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations under this Lease. This Lease runs with the land and is binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Lease, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this lease to any financing entity, or agent on behalf of any financing entity, or to any other entity to whom tenant has, including, but not limited to, (i) obligations for borrowed money or in respect of guaranties thereof, (ii) obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

(b) Limitation on mortgages. In the event the Tenant elects to mortgage its leasehold interest ("Leasehold Mortgage"), such mortgage shall in no way obligate Landlord to pay or repay the mortgage. In the event of a Leasehold Mortgage the lender or its assigns shall be deemed the "Leasehold Mortgagee" and the Tenant or its assigns shall be deemed the "Leasehold Mortgagor." Landlord owns the fee simple of the property and in no event shall any Leasehold Mortgage be deemed a mortgage on Landlord's interest in the property. Landlord's interest in the property shall be superior in title and right to any Leasehold Mortgage and the City's fee simple interest shall not be affected by any Leasehold Mortgage.

(c) Interest of Leasehold Mortgagee in Leased Premises. The Leasehold Mortgagee shall have no interest in the Leased Premises other than its interest as Leasehold Mortgagee or as Tenant under and pursuant to this Lease or any new Lease.

(d) Recognition of Subtenant. Landlord agrees that, in the enforcement of its rights under this Lease, it shall not disturb the occupancy of subtenants or sub-subtenants (or any Persons properly occupying any portion of the Leased Premises, and/or New Marina Uplands Improvements and/or Buildings and/or Site Improvements by, through or under the same) pursuant to subleases or sub-subleases made in compliance with this Lease and will recognize such parties, provided that (i) such parties (or any Persons properly occupying any portion of the Leased Premises by, through or under the same), agree to attorn to Landlord or its nominee upon the completion of such enforcement proceedings, (ii) such parties (or any Person properly occupying any portion of the Leased Premises by, through or under the same) comply with their respective obligations under any sublease, or other occupancy agreement, and (iii) Landlord shall not be liable for defaults by Tenant before the termination of this Lease. In this regard, upon the request of Tenant, or any subtenant, Landlord shall enter into a recognition agreement with any such party to the effect that, notwithstanding the termination of this Lease by Landlord, such party shall not be disturbed by Landlord and all of their rights, as derived directly or indirectly from this Lease, shall continue in full force and effect as a direct agreement between Landlord and such party so long as such party shall continue to observe and perform for

Landlord's benefit all of the obligations under such sublease or occupancy agreement that relate solely to the portion of the Leased Premises and/or New Marina Uplands Improvements and/or any Buildings and/or Site Improvements such sublessee or occupant, occupies, provided that (i) such party covenants, upon any termination of this Lease, to cure any defaults of Tenant that are nonmonetary, that relate solely to the portion of the Leased Premises and/or New Marina Uplands Improvements and/or Buildings and/or Site Improvements such party occupies, and that are otherwise susceptible to cure by such party, (ii) Landlord is not bound by any rent paid by such party more than thirty (30) days in advance, and is not responsible for any security deposit posted by such party that was not received by Landlord, (iii) Landlord is not liable for any default by Tenant under the sublease or occupancy agreement (provided that Landlord shall perform those obligations arising or newly accruing after the date of termination of this Lease), (iv) Landlord shall not be required to perform any covenants undertaken by Tenant under any sublease or occupancy agreement that are not covenants of Landlord under this Lease, (v) Landlord is not responsible to subtenants for any act or omission by Tenant under such sublease or for any money owed by or deposit held by Tenant, except to the extent actually received by Landlord. Each sublease shall be subject to and subordinate to this Lease and, in the event of such attornment and recognition, limit the liability of Landlord (and/or its nominee or designee) to its interest from time to time in the Leased Premises.

(e) During the Lease Term, Tenant shall use commercially reasonable efforts to cause all subtenants to comply with their obligations under their subleases. A violation or breach of any of the terms, provisions or conditions of this Lease that results from, or is caused by, an act or omission by a subtenant shall not relieve Tenant of Tenant's obligation to cure such violation or breach.

13. NOTICES TO LEASEHOLD MORTGAGE; LEASEHOLD MORTGAGEE DEFAULT AND CURE RIGHTS.

(a) Notices. As stated herein, Tenant shall have the right to encumber its interest in the Leased Premises with one or more Leasehold Mortgages. Upon receipt of written notice from Tenant of the existence of any person or entity providing a leasehold mortgage to Tenant (each, a Leasehold Mortgagee), Landlord agrees to provide such Leasehold Mortgagee with copies of any notices of any Event of Monetary Default and/or Nonmonetary Default issued pursuant to Article 16 of this Lease and delivered by Landlord to Tenant. Any such notice shall state the nature of the alleged default and shall specify the default (monetary or non-monetary) and the date when the condition must be cured pursuant to the provisions contained in this Lease. Any Leasehold Mortgagee must designate an agent to which any notice of an Event of Monetary Default and/or Nonmonetary Default may be hand delivered, served, or emailed. Delivery shall be deemed accepted upon email transmission. There shall be no additional time given pursuant to the "mailbox rule" for delivery, response, and/or cure periods.

(b) Monetary Defaults and Cure rights. In the event of a Monetary Default by Tenant hereunder, Landlord shall accept payment by or at the instigation of any Leasehold Mortgagee in accordance with the terms hereof as if the same had been undertaken by the Tenant. If Landlord shall elect to terminate this Lease by reason of any Monetary Default of Tenant, any Leasehold Mortgagee shall have the right to nullify any

notice of termination by curing such Monetary Default prior to the effective date of termination. The Leasehold Mortgagee is not entitled to any additional time or cure rights other than those specified in this or in Article 16 of this Lease.

(c) Nonmonetary Defaults and Cure rights. In the event of a Nonmonetary Default by Tenant hereunder, Landlord shall accept any curative acts undertaken by or at the instigation of any Leasehold Mortgagee in accordance with the terms of this Article as if the same had been undertaken by Tenant. If Landlord shall elect to terminate this Lease by reason of any Nonmonetary Default of Tenant, each Leasehold Mortgagee shall have the right to nullify any notice of termination by curing such nonmonetary default prior to the effective date of termination. The Leasehold Mortgagee is not entitled to any additional time or cure rights other than those specified in this or Article 16 of this Lease.

14. CASUALTY.

(a) Casualty. In the event of any damage to the Leased Premises by fire, hurricane, flood or other similar event ("Casualty"), then Tenant, at its sole cost and expense, shall promptly commence and diligently pursue the repair of the New Marina Uplands Improvements and/or Buildings and/or Site Improvements so damaged to the condition it existed immediately before such damage to completion, regardless of whether or not insurance proceeds shall be sufficient therefore, provided that if Landlord or its Affiliates or invitees caused the Casualty, Landlord, at its sole cost and expense, shall promptly commence and diligently pursue the repair of the New Marina Uplands Improvements and/or Buildings and/or Site Improvements so damaged to completion. Tenant shall commence such repair within one hundred eighty (180) days after the occurrence of such Casualty (subject to Unavoidable Delays, as hereinafter defined) and shall diligently pursue the completion of and restoration (subject to Unavoidable Delays). In the event of any Casualty during the last ten (10) years of the Term, then Tenant shall have the right to terminate this Lease by delivering written notice of termination to Landlord within one hundred eighty (180) days after the occurrence of such Casualty, in which case this Lease shall terminate and neither party shall have any further rights or obligations hereunder except those which expressly survive termination of this Lease.

(b) Proceeds. All insurance proceeds payable and received within the first twenty (20) years of this Lease, or from time to time as a result of a Casualty, shall be paid to Tenant and applied to the restoration of the New Marina Uplands Improvements and/or Buildings and/or Site Improvements in accordance with the terms hereof. Tenant shall provide, at Landlord's request, reasonable evidence of the amount of any insurance proceeds received and application of the same. In the event the Tenant elects to terminate this Lease as a result of a Casualty in the last ten (10) years of the Lease, all insurance proceeds shall be paid as a result of a Casualty to the City.

Tenant shall, prior to the commencement of any restoration, furnish to Landlord an estimate of the total estimated cost of the restoration. If such cost estimate shall show that the cost of completing the restoration is in excess of the amount of the net insurance proceeds then available, Tenant shall promptly deposit with the holder of the net insurance proceeds an amount equal to such excess or provide to Landlord evidence

reasonably satisfactory to Landlord that such excess funds are available to Tenant for application to such restoration.

If the amount of any net insurance proceeds shall exceed the entire cost of the restoration, such excess, upon completion of the restoration, shall, if there is no then outstanding Event of Default under this Lease, be disbursed to Tenant; provided that if there is an outstanding Event of Default under this Lease, such net insurance proceeds shall first be applied to cure such outstanding Event of Default. Any amounts deposited by Tenant pursuant to the immediately preceding paragraph shall be returned to Tenant to the extent the same are not necessary to fund the cost of the restoration.

If Tenant shall fail to commence such restoration within the time required by the terms of this Lease other than as a result of Unavoidable Delay, or, having commenced such restoration, shall fail to complete it in accordance with such terms with reasonable diligence, other than as a result of Unavoidable Delay, and such failure shall continue for a period of sixty (60) days after notice by Landlord, Landlord may, at its option and upon serving written notice upon Tenant and the Leasehold Mortgagee (if any) that it elects so to do, make and complete such restoration. In such event, and whether or not this Lease may have theretofore been terminated by reason of any Event of Default by Tenant, Landlord shall have the right, as the restoration progresses, to use and apply to the net insurance proceeds to the cost of such restoration.

(c) No Rent Abatement. Except for Tenant's right to terminate this Lease as provided in Section 13(a) above, this Lease shall not be affected in any manner by reason of a Casualty and Tenant, notwithstanding any law or statute, present or future, waives all rights to quit or surrender the Leased Premises or any part thereof, and Tenant's obligations under this Lease, including the payment of Rent and Additional Rent, shall continue as though none of those events had occurred and without abatement, suspension, or reduction of any kind, except as otherwise expressly provided herein.

(d) Surrender. In the event Tenant elects to terminate this Lease as aforesaid Casualty, then Tenant, at the City's request and at Tenant's its expense, shall raze any remaining portion of the Buildings or Site Improvements, remove all debris, and grade and landscape (grass) the Land. Subject to the payment of costs pursuant to the preceding sentence, the City shall be entitled to all insurance proceeds, if any, recovered as a result of such Casualty.

15. OBLIGATIONS UPON SURRENDER. In addition to the obligations set forth in Article 8 of this Lease, at the expiration or termination of this Lease, Tenant shall surrender immediate possession of the Leased Premises. Any holding over by Tenant shall not operate, except by written agreement, to extend or renew this Lease or to imply or create a new lease, but in case of any such holdover, Landlord's remedies shall be limited to either the immediate termination of Tenant's occupancy or the treatment of Tenant's occupancy as a month to month tenancy, any custom or law allowing other remedies or damages or which may be to the contrary notwithstanding. At any time during the Term, Tenant shall have the right to remove all or any part of Tenant's equipment, removable fixtures, and other personal property from the Leased Premises.

Upon the expiration of the Term (or upon a termination of Tenant's right of possession of the Leased

Premises), Tenant shall deliver to Landlord the following (to the extent then in Tenant's possession or control): Tenant's original executed counterparts, if available (and if not available, true and correct copies thereof), of all subleases then in effect, any service and maintenance contracts then affecting the Leased Premises, true and complete maintenance records for the Leased Premises, all original licenses and permits then pertaining to the Leased Premises and Temporary or Final COs for the Leased Premises, together with a duly executed assignment thereof (without recourse) to Landlord in form suitable for recording, and all financial reports required by Article 26 hereof and such other documents as are reasonably required for the continued operation of the Leased Premises that are in Tenant's possession.

Any personal property of Tenant which remains on the Leased Premises after the termination of this Lease or after the removal of Tenant from the Leased Premises, may, at the option of Landlord, be deemed to have been abandoned by Tenant, and either may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit, in its absolute and sole discretion, but in compliance with applicable Requirements. Landlord shall not be responsible for any loss or damage occurring to any such property owned by Tenant.

The provisions of this Article 15 shall survive the expiration of the Term.

16. DEFAULT AND REMEDIES.

(a) Events of Monetary Default. The occurrence of any one or more of the following shall constitute a "Monetary Default" by Tenant or Landlord under this Lease: (i) Tenant shall fail to make a payment of Rent or Additional Rent within three (3) days after receipt of written notice of non-payment; (ii) Tenant shall fail to pay or otherwise resolve any taxes, assessments or liens as provided for herein within three (3) days after receipt of written notice of non-payment; or (iii) Landlord shall fail to provide the funds for the construction of the Uplands Improvements as provided in Exhibit "D."

(b) Events of Nonmonetary Default. The occurrence of any one or more of the following shall constitute a "Nonmonetary Default" by Tenant under this Lease: (i) Tenant shall fail to perform or observe any of the covenants or conditions contained in the Lease on Tenant's part to be performed or observed, and such failure shall continue for more than fifteen (15) days after written notice from Lessor; (ii) Tenant shall vacate or abandon the Leased Premises; (iii) Tenant shall fail to obtain or maintain the insurance required herein; (iv) Tenant shall fail to use any and all insurance proceeds received from insurance required under this Lease to restore, repair or reconstruct the Leased Premises, Improvements, Alterations or any parts thereof as required in this Lease; (v) Tenant shall encumber the Leased Premises or its leasehold interest, other than by Leasehold Mortgage as delineated in Section 12 of this Lease, without Lessor's prior written consent; (vi) the filing of a voluntary or involuntary petition under any federal or state bankruptcy, insolvency or similar law; (vii) Tenant's leasehold estate shall be taken by execution, attachment or process of law; (viii) if Tenant admits, in writing, that it is generally unable to pay its debts as such become due (if as a result thereof Tenant's performance or ability to perform any of Tenant's obligations under this Lease is materially adversely affected); (ix) if Tenant makes an assignment for the benefit of creditors (if as a result thereof Tenant's performance or ability to perform any of Tenant's obligations under this Lease is materially adversely affected); or if Tenant

and if as a result thereof Tenant's performance or ability to perform any of Tenant's obligations under this Lease is materially adversely affected: (a) files a voluntary petition under Title 11 of the United States Code, (b) files a petition or an answer seeking, consenting to or acquiescing in, any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, state or other bankruptcy or insolvency statute or law, or (c) seeks, consents to, acquiesces in or suffers the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official, of all or any substantial part of its properties, or of all or any part of Tenant's interest in the Leased Premises, and any of the foregoing are not stayed or dismissed within ninety (90) days after such filing or other action; (x): if (a) within ninety (90) days after the commencement of a proceeding against Tenant (if as a result thereof Tenant's performance or ability to perform any of Tenant's obligations under this Lease is materially adversely affected) which seeks any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, state, or other bankruptcy or insolvency statute or law, such proceeding has not been dismissed, vacated or stayed on appeal, or (b) within ninety (90) days after the appointment, without the consent or acquiescence of Tenant (if as a result thereof Tenant's performance or ability to perform any of Tenant's obligations under this Lease is materially adversely affected), of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official, of all or any substantial part of its properties, or of all or any part of Tenant's interest in the Leased Premises, such appointment has not been dismissed, vacated or stayed on appeal; or (xi) if a levy under execution or attachment in an aggregate amount in excess of $2,000,000, adjusted for inflation, at any one time, is made against the Leased Premises or any part thereof or rights appertaining thereto (except for a levy made in connection with actions taken by Landlord (other than solely as holder of Landlord's interest in the Leased Premises), the income therefrom, this Lease or the leasehold estate created hereby and such execution or attachment is not dismissed, vacated or removed by court order, bonding or otherwise within a period of ninety (90) days after such levy or attachment; or (xii) if Tenant abandons the Leased Premises or any material portion thereof, and such abandonment continues for sixty (60) days after notice thereof from Landlord; or (xiii) if Tenant does any act, or other circumstance occurs, which this Lease expressly provides is an Event of Default hereunder.

(c) Notwithstanding anything provided to the contrary, this Lease shall not be terminated because of any Monetary Default or Nonmonetary Default or breach on the part of Tenant until and unless:

i. Notice of any such default or breach shall have been delivered to Leasehold Mortgagee in accordance with the provisions of Section 13 of this Lease and this Article; and

(A) With respect to a Monetary Default, Leasehold Mortgagee has not cured such default or breach within 30 days following the expiration of any of Tenant's notice and cure period set forth in this Lease; and

(B) With respect to a Nonmonetary Default] Leasehold Mortgagee has not cured such default within forty-five (45) days following the expiration of any of Tenant's notice and cure periods set forth in this Lease. In the event the cure of such default cannot be completed within

the forty-five (45) days following the expiration of any Tenant's notice and cure periods, Leasehold Mortgagee shall be given additional time to complete the cure provided that Leasehold Mortgagee diligently commences and prosecutes such cure to completion.

(d) Remedies Upon Default. If any Event of Default occurs by Tenant, then, at any time thereafter while the Event of Default continues, in addition to any lawful remedy, Lessor shall have the right subject to applicable cure periods and further subject to a Leasehold Mortgagee's cure rights, at its sole option, to: (i) enforce performance or observance by Tenant of the applicable provisions of this Lease; (ii) recover from Tenant Actual Damages ("Actual Damages" shall include but are not limited to: any monies due or which will become due under this Lease and/or any costs incurred by the Landlord to remedy any non-monetary default;, plus interest thereon at the statutory rate; (iii) Cure the default and Tenant shall reimburse Lessor for all reasonable expenses incurred by Lessor in doing so including, but not limited to, reasonable attorney's fees and court costs, or (iv) Lessor may give Tenant notice that Lessor intends to terminate this Lease upon a specified date no less than three (3) days after the date the notice is received by Tenant, and this Lease shall then terminate on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the three (3) day notice period, this Lease will continue. If the default is not cured within the three (3) day notice period, the Lessor shall have the option within its sole discretion to afford Tenant a longer period of time to cure the default or to declare the Term of the Lease terminated and re-enter said Leased Premises and all Improvements, Alterations or any parts thereof with or without process of law, the Tenant hereby waiving any demand for possession of the Leased Premises, Improvements, Alterations or parts thereof; and Tenant covenants and agrees that upon said termination of said Lease, Tenant will surrender and deliver up the said Leased Premises peacefully to the Lessor, its agents and attorneys, immediately upon said expiration of the Term of this Lease; and, if Tenant, its agents, attorneys, employees, and invitees shall hold the said Leased Premises or any part thereof one (1) day after the same should be surrendered according to the covenants and conditions of this Lease, Tenant and/or its agents, attorneys, employees and invitees shall be deemed guilty of forcible detainer of the Leased Premises and shall be subject to eviction or removal, forcibly or otherwise, with or without process of law. Nothing herein contained shall be construed as precluding the Lessor from having such remedy as may be or become necessary in order to preserve Lessor's rights and the interests of the Lessor in the Leased Premises and in this Lease even before the expiration of the grace or notice periods provided for in this Article if, under the particular circumstances then existing, the allowance of such grace or the giving of such notice would prejudice or endanger the rights and estate of Lessor in the Leased Premises, this Lease or the general safety and welfare.

(e) If any Event of Default occurs by Landlord, then Tenant shall have the right, at any time thereafter while the Event of Default continues, in addition to any lawful remedy, and subject to applicable cure periods, to give Landlord notice that Tenant intends to terminate this Lease upon a specified date no less than ninety (90) days after the date the notice is received by Landlord, and this Lease shall then terminate on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease.

(f) In the event this Lease is terminated, whether pursuant to the foregoing, by operation of law, including a finding by a court of competent jurisdiction that Landlord did not have the authority to enter into

this Lease, at the end of the Term of the Lease, or otherwise, all of the rights, title, estate and interest of the Tenant (i) in and to the Leased Premises, (ii) in and to the New Marina Uplands Improvements and/or Buildings and/or Site Improvements, (iii) in and to all options, rights, benefits, privileges and interests in favor of and all payment due the Landlord for the New Marina Uplands Improvements and/or the Buildings and/or Site Improvements, (iv) in and to all rents, issues and profits thereof whether then accrued or to accrue, (v) in and to all insurance policies and all insurance moneys paid or payable thereunder, and (vi) in the then entire undisbursed balance of any insurance or condemnation proceeds with respect to the Leased Premises, shall automatically pass to, vest in and belong to the Landlord, without further action on the part of either Party and without cost or charge to Landlord, free of any claim thereto by Tenant and all Persons taking by, through or under Tenant. If this Lease is so terminated, Landlord may, without notice, re-enter and repossess Tenant's interest in the Leased Premises and may dispossess Tenant by summary proceedings, writ of possession, proceedings in bankruptcy court, or otherwise, subject to applicable Requirements. In no event shall Tenant be entitled to receive any payment with respect to the value of Tenant's interest in the Leased Premises and/or the New Marina Uplands Improvements, and/or the Buildings and/or the Site Improvements or any personal property located therein.

(g) No failure by Landlord to insist upon strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy available to such party by reason of Tenant's Default or an Event of Default, and no payment or acceptance of partial Rent during the continuance (or with Landlord's knowledge of the occurrence) of any Event of Default, shall constitute a waiver of any such Event of Default or of such covenant, agreement, term or condition or of any other covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or compiled with by either party, and no default by either party, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any Event of Default shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent Event of Default. Payment by Tenant to Landlord of any Rent shall be without prejudice to, and shall not constitute a waiver of, any rights of Tenant against Landlord provided for under this Lease or at law or in equity. Tenant's compliance with any request or demand made by Landlord shall not be deemed a waiver of Tenant's right to contest the validity of such request or demand.

(h) Each right and remedy of Landlord provided for in this Lease, except as expressly provided otherwise in paragraph (b), shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

(i) Landlord and its representatives shall have the right, at any time during the Term of this Lease, upon forty-eight (48) hours prior' notice to Tenant, to enter upon the Leased Premises to (i) inspect the operation, sanitation, safety, maintenance and use of the same (but Landlord shall not thereby assume any

responsibility or liability for the performance of Tenant's obligations hereunder, nor any liability arising from the improper performance thereof) and (ii) to conduct inspections for the purpose of determining whether an Event of Default has occurred, provided that Landlord shall be accompanied by a representative of Tenant (in areas of the Leased Premises other than areas readily available to the general public), and provided further that such entry shall not unreasonably interfere with the operation of the Leased Premises. Tenant agrees to make a representative of Tenant available to accompany Landlord on any such inspection. Landlord shall have no obligation to inspect pursuant hereto, nor any liability to any Person for any matter which might be disclosed by such inspection.

17. REAL ESTATE TAXES

(a) Tenant must pay any property taxes assessed for the Leased Premises and the New Marina Uplands Improvements.

(b) Tax Bills. Landlord, prior to the delivery of possession of the Leased Premises to Tenant, shall make a mailing address change on the property tax records so that the tax bill and tax notices for the Leased Premises will be mailed to Tenant as of the Effective Date at the notice address provided in this Lease. Prior to the date that the tax bill is mailed directly to Tenant pursuant hereto, Landlord, prior to delinquency, shall send to Tenant a copy of the tax bill for the Leased Premises.

(c) Tax Payments. Following receipt of the aforesaid tax bills, Tenant shall pay, when due and before delinquency, the ad valorem real estate taxes (including all special benefit taxes and special assessments) levied and assessed against the Leased Premises for the period commencing with the Effective Date and continuing for the remainder of the Term. The ad valorem taxes levied or assessed for the year in which Tenant commences paying Rent shall be prorated between Landlord and Tenant so that Tenant shall pay only such part thereof as pertains to the period commencing on the Effective Date, and the ad valorem taxes levied or assessed for the year during which this Lease expires or is terminated shall be prorated between Landlord and Tenant so that Tenant shall pay only such part thereof as pertains to the period commencing on January 1st and ending on the date this Lease expires or is terminated. In no event shall Tenant be required to pay real estate taxes pertaining to any period prior to the Effective Date or subsequent to the expiration or earlier termination of the Lease. Within thirty (30) days of Tenant's request, Landlord shall reimburse Tenant that portion of the tax bill pertaining to any period prior to the Effective Date or subsequent to the expiration of the Term.

(d) Assessments. All special benefit taxes and special assessments shall be spread over the longest time permitted and Tenant's liability for installments of such special benefit taxes and special assessments not yet due shall cease upon the expiration or termination of this Lease.

(e) Contest.

(i) Tenant shall have the right to contest the validity or the amount of any tax or assessment levied against the Leased Premises or any improvements thereon, provided that Tenant shall not take any action which will cause or allow the institution of foreclosure proceedings against the Leased

Premises. Tenant shall be entitled to the benefit of any tax abatements and reductions as are, or may be, available under applicable law as if Tenant were the fee owner of the Leased Premises. Landlord shall not be required to join in any action or proceeding in connection with such abatement or reduction unless the provisions of any law, ordinance or regulation in effect require that such action or proceeding be brought by and/or in the name of Landlord. If so required, Landlord shall join and cooperate in such proceedings or permit them to be brought by Tenant in Landlord's name, in which case Tenant shall pay all reasonable costs and expenses (including, without limitation, attorneys' fees and disbursements) incurred by Landlord in connection therewith. In the event that for any reason Tenant's leasehold interest in the Leased Premises is deemed not subject to ad valorem taxation, Tenant agrees to make an annual payment to the City equal to the ad valorem taxes that would have otherwise accrued to the City and the CRA (including County taxes) if such leasehold interest was subject to ad valorem taxation. The foregoing shall be paid regardless of whether the CRA is then in existence.

(ii) Landlord covenants and agrees that if there shall be any refunds or rebates on account of any tax, governmental imposition or levy paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant; provided, that in the event the Leased Premises, the Buildings or the Site Improvements are determined to be not subject to ad valorem taxation, the provisions of Section 2(b) shall apply. Any such refunds or rebates received by Landlord shall be held in trust for the benefit of Tenant and shall be forthwith paid to Tenant. Landlord shall, on request of Tenant, sign any receipt which may be necessary to secure the payment of any such refund or rebate, and shall pay over to Tenant such refund or rebate as received by Landlord.

18. INSURANCE. Commencing with the Effective Date, Tenant, at Tenant's sole cost and expense, must procure and maintain casualty insurance in an amount sufficient to replace the Buildings of Site Improvements in the event of a total Casualty loss ("Casualty policy"). Landlord shall be named as an additional insured to the Casualty policy. In addition to the Casualty policy, commencing with the Effective Date, Tenant, at Tenant's sole cost and expense, must procure and maintain commercial general liability ("CGL") insurance covering bodily injury and with a combined single limit of at least Three Million and 00/100 Dollars ($3,000,000.00) per occurrence and name the Landlord as an additional insured. Subject to the standard exclusions and limitations of CGL policies, such insurance must insure, on an occurrence basis, against all liability of Tenant, its employees and agents arising out of or in connection with Tenant's use of the Leased Premises in accordance with this Lease. Within thirty (30) days following the Effective Date, Tenant must provide Landlord with a certificate of insurance ("COI") evidencing the coverage required by this Article. Tenant shall require its subtenant or facility lessee, at such subtenant's or facility lessee's sole cost and expense, to procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least Three Million and 00/100 Dollars ($3,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance must insure, on an occurrence basis, against all liability of subtenant or facility lessee, its employees and agents arising out of or in connection with subtenant's or facility lessee's use of the Leased Premises and. Within thirty (30) days following the effective date of such subtenancy or facility lease agreement, subtenant or facility lessee must provide Tenant with a COI evidencing the coverage required by this Article.

The Tenant shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all of Tenant's employees as required by Florida Statutes. In the event that the Tenant does not carry such Workers' Compensation Insurance and chooses not to obtain same, then Tenant shall 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 Landlord.

The proceeds from Tenant's casualty insurance hereunder shall be paid and applied as provided in Article 14 hereof. Any insurance carried by Tenant hereunder, at Tenant's option, may be carried under an insurance policy(ies), self-insurance or pursuant to a master policy of insurance or so-called blanket policy of insurance covering other locations of Tenant or its Affiliates, or any combination thereof; provided that any self-insurance or proposed insurer having less than a Best's Key Rating of A-VII or less shall be subject to the prior written consent of the Landlord, such consent not to be unreasonably withheld. Tenant shall, at the request of Landlord, provide reasonable proof of the foregoing coverages.

(b) Landlord, as a unit of local government, possesses sovereign immunity, and as such Landlord will not provide insurance coverage over and above any such coverage currently maintained by Landlord.

(c) To the extent permitted by applicable law and in the event insurance is obtained, each party must be named as an additional insured on the other's policy, and the Tenant must be named as an additional insured on subtenant's or facility lessee's policy.

19. INDEMNITY; LANDLORD'S EXCULPATION

The Tenant shall indemnify, defend and hold harmless the Landlord Indemnified Parties against and from any and all claims, damages, actions, loss, cost and expense (including but not limited to reasonable attorneys' fees) resulting directly or indirectly from the Tenant's acts or omissions or the acts or omissions of the Tenants' respective employees or agents (acting within the scope of their employment or agency). In addition, the Landlord Indemnified Parties shall not be liable to Tenant for any loss, cost, liability, claim, damage, expense (including, without limitation, reasonable attorney's fees and disbursements), penalty or fine incurred, in connection with or arising from: (i) any injury (whether physical, economic or otherwise) to Tenant or to any other person in, about, or concerning the Leased Premises; (ii) any damage to, or loss (by theft or otherwise) of, any of Tenant's property or of the property of any other person in, about, or concerning the Leased Premises, or the use or occupancy thereof, irrespective of the cause of injury, damage, or loss (including, without limitation, the acts or negligence of any Tenant or occupant of the Leased Premises or of any owners or occupants of adjacent or neighboring property or caused by any construction work or by operations in construction of any private, public or quasi-public work) or any latent or patent defects in the Leased Premises; or (iii) any act, omission or negligence of Tenant or its Affiliates or of the contractors and their respective subcontractors, agents and employees, agents, servants, employees, guests, invitees or licensees of Tenant or its Affiliates (except to the extent any of the matters described in clauses (i) or (ii) is due to the negligence or willful misconduct of any Landlord Indemnified Party). Without limiting the generality of the foregoing, except to the extent caused by the gross negligence or willful misconduct of any of the Landlord Indemnified Parties (and then only in such Landlord Indemnified Party's proprietary capacity as opposed to its governmental capacity), the Landlord Indemnified Parties shall not be liable for (i) any failure of water supply,

gas or electric current, (ii) any injury or damage to person or property resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, act of god, act of war, enemy action, flood, wind or similar storms or disturbances, water, rain or ice, or (iii) leakage of gasoline or oil from pipes, appliances, sewer or plumbing works.

Notwithstanding anything to the contrary in this Lease, Landlord's liability under the Lease shall be limited to Landlord's Interest in the Leased Premises. Nothing contained in this Article or elsewhere in this Lease is in any way intended to be a waiver of the limitation placed upon Landlord's or Tenant's liability as set forth in section 768.28, Florida Statutes, or of any other constitutional, statutory, common law or other protections afforded to public bodies or governments.

Tenant shall notify Landlord within thirty (30) days after Tenant has notice of any occurrence at the Leased Premises which Tenant believes could give rise to a claim of $1,000,000 (adjusted for inflation) or more, whether or not any claim has been made, complaint filed or suit commenced.

Tenant agrees to pay such Landlord Indemnified Party all amounts due under this Section within sixty (60) days after receipt of notice thereof from the Landlord Indemnified Party.

20. NOTICES. All notices hereunder shall be in writing and may be delivered by hand delivery, by reliable overnight courier, or by certified U.S. Mail, return receipt requested. Notices shall be sent as follows:

Landlord:	Tenant:
City of Riviera Beach	Riviera Beach Community Redevelopment Agency
600 West Blue Heron Blvd.	2001 Broadway, Suite 300
Riviera Beach, FL 33404	Riviera Beach, FL 33404
Attn: City Manager	Attn: Executive Director

21. TRANSFER OF TITLE.

(a) Future Landlord. In the event that Landlord conveys its interest in the Leased Premises to any other Person or entity, Tenant shall have no obligation to or any other charges under this Lease to any such transferee until Tenant has been so notified and has received satisfactory evidence of such conveyance together with a written direction from such transferee as to the name and address of the new payee of Rent and other charges. It is understood and agreed that Tenant's withholding of Rent and other charges until its receipt of such satisfactory evidence shall not be deemed a default under this Lease and such Rent and other charges shall accrue during the period which Tenant is waiting for the proper direction and evidence of conveyance.

(b) Release. In the event of any transfer, assignment or conveyance of Landlord's interest in this Lease, Landlord shall be relieved of all covenants and obligations of Landlord hereunder arising from and after the date of such transfer, assignment or conveyance provided that such purchaser or successor in interest has assumed all such covenants and obligations of Landlord hereunder.

(c) Tax Bills. In the event that Landlord conveys its interest in the Leased Premises, Landlord shall take all measures necessary to cause real estate tax bills and notices to continue to be mailed to Tenant as required under Article 17.

22. ESTOPPEL CERTIFICATES. Within thirty (30) days after written request therefore from a Leasehold Mortgagee, Landlord shall deliver to the Leasehold Mortgagee an estoppel certificate signed by Landlord's representative which certifies as to: (a) the rent payable under this Lease; (b) the term of this Lease and the rights of Tenant, if any, to extend the term of this Lease; (c) the nature of any existing defaults by Tenant alleged by Landlord; and (d) any other matters reasonably requested by the Leasehold Mortgagee.

23. NO LIABILITY/RELEASE. Notwithstanding anything in this Lease to the contrary, the Leasehold Mortgagee shall not be liable or responsible in any respect for any of Tenant's obligations under this Lease unless and until the Leasehold Mortgagee becomes the holder of this Lease through foreclosure proceedings, exercise of the power of sale, or deed or assignment in lieu thereof. If the Leasehold Mortgagee or any affiliate of the Leasehold Mortgagee shall acquire tenant's interest in the Lease or shall become tenant under any new lease made pursuant to this Article, then the Leasehold Mortgagee or its affiliate may assign this Lease or such new Lease and thereupon shall be released from all liability for the performance or observance of the covenants and conditions to be performed or observed on the part of tenant under this Lease or such new lease from and after the date of such assignment. Any such assignment must be approved by the City and such approval may not be unreasonably withheld.

24. TAX TREATMENT. Tenant or its assign shall have the benefit of all depreciation, depletion, amortization, deductions or allowances related to the buildings and the site improvements now or hereafter located on the leased premises under the internal revenue code, as amended, and under any income or similar or other tax statute enacted by any applicable local, state, county, federal or other governmental or taxing authority.

25. CONDEMNATION.

(a) Eminent Domain. If all or substantially all of the Leased Premises or access thereto or therefrom shall be taken for any public or quasi-public use under any statue or by right of eminent domain, or by private purchase in lieu thereof (a "Taking"), then this Lease shall automatically terminate as of the date that possession has been so taken (the "Vesting Date").

(i) In the event of a Taking of less than all or substantially all of the Leased Premises or access thereto or therefrom, Tenant, within ninety (90) days of such Taking, may elect to terminate this Lease and not restore if, by reason of the Taking, Tenant determines that the Leased Premises is unsuitable for continued operation of the Leased Premises as contemplated herein, as determined by Tenant in its reasonable discretion.

(ii) In the event Tenant elects by reason of the foregoing events to terminate the Lease, Tenant shall give written notice of such election to Landlord within ninety (90) days of such Taking, and the term of this Lease shall expire and come to an end thirty (30) days after such notice is given. Upon such

termination, the Rent and all Additional Rent shall be adjusted to the date of termination and neither party shall have any further rights or liabilities hereunder. With respect to any items of Additional Rent which are payable to Landlord in the event of such termination but which are not then capable of ascertainment, Tenant shall pay to Landlord an amount equal to such Additional Rent as and when same become determined. The covenants and agreements with respect to the adjustment and payment of these items of Additional Rent and refunds, if any, shall survive the termination of this Lease.

(iii) In the event Tenant does not elect by reason of the foregoing events to terminate the Lease, then the Tenant shall restore the remaining portion of the Leased Premises, to the extent feasible, to the condition thereof as it existed immediately before such taking, provided, however, that the Tenant shall not be required to expend any amount in excess of the net condemnation award for such purposes.

(b) The Award. In the event of a Taking resulting in the termination of this Lease pursuant to the provisions of this Article 24, the parties hereto agree to cooperate in applying for and in prosecuting any claim for such Taking and further agree that the aggregate net award, after deducting the reasonable expenses of Landlord and Tenant, including attorneys' fees, incurred in connection therewith, shall be distributed as follows, and in the following order of priority:

(i) Tenant shall be entitled to an amount equal to the value, on the Vesting Date, of the Buildings and Site Improvements taken, as if improved and available for their highest and best use, giving effect to the existence of this Lease. If the Landlord is the condemning party, it shall not be entitled to claim any payment hereunder. In this regard, Tenant shall be entitled to: (A) an amount equal to the value of the Buildings and Site Improvements taken, including the loss of income associated with the Buildings and Site Improvements taken, (B) be compensated for the loss of its business and goodwill occasioned by any Taking, (C) make all claims allowed by the laws of the State of Florida and the United States of America against the condemning authority with respect to all or any portion of the award Tenant may be entitled to hereunder. Without limiting the foregoing, if the amount that the Tenant may otherwise be entitled to pursuant to this provision is less than all amounts due, including without limitation, principal, interest, prepayment premiums or penalties, to all Leasehold Mortgagees in connection with all Leasehold Financings, then the Tenant shall be entitled to an amount of the award that is equal to all amounts due, including without limitation, principal, interest, prepayment premiums or penalties, to all Leasehold Mortgagees in connection with all Leasehold Financings; and

(ii) Landlord shall be entitled to the balance of the award.

(c) Reconstruction.

(i) In case of a Taking of less than substantially all of the Leased Premises and if this Lease is not terminated, Tenant, at its expense, shall, to the extent of the award (but this limitation shall not be construed as imposing any obligation on Landlord to contribute to such restoration work), proceed with diligence (subject to reasonable time periods for purposes of adjustment of any award and Unavoidable Delays) to repair or reconstruct the Buildings (all such repair, reconstruction and work being referred to in this Section as "Reconstruction Work") and the award in the condemnation proceedings, after deduction of the

reasonable expenses of Landlord and Tenant incurred in connection with the Taking, shall be made available to Tenant for purposes of paying the cost and expense of the Reconstruction Work. During the period in which the Reconstruction Work has not been completed.

If Tenant shall fail to commence such Reconstruction Work within one hundred eighty (180) days after the Vesting Date (adjusted for Unavoidable Delays) or, if having commenced such Reconstruction Work, shall, other than as a result of Unavoidable Delays, fail to complete in accordance with such terms with reasonable diligence, and such failure shall continue for a period of sixty (60) days after notice by Landlord, subject to Unavoidable Delays, Landlord may, at its option and upon serving written notice upon Tenant and any Leasehold Mortgagee (if any) that it elects to do so, may complete such Reconstruction Work. In such event, and whether or not this Lease may have theretofore been terminated by reason of any Event of Default by Tenant, Landlord shall have the right as the Reconstruction Work progresses to use and apply the net condemnation award to the cost of such Reconstruction Work.

(ii) In case of a Taking of less than all or substantially all of the Leased Premises, the Rent and Additional Rent payable hereunder shall, from and after the Vesting Date, be equitably reduced based upon the portion of the Leased Premises taken.

(iii) Any compensation for a temporary Taking of the Leased Premises, shall be payable to Tenant without participation by Landlord, except to the proportionate extent such temporary Taking extends beyond the end of the Lease Term and Tenant shall remain fully responsible for the Rent and Additional Rent.

NO AUTHORITY TO CONTRACT IN NAME OF LANDLORD. Nothing contained in this Lease shall be deemed or construed to constitute the consent or request of landlord, express or implied, by implication or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement of, alteration to, or repair of, the Leased Premises or any part thereof, nor as giving tenant any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of materials that would give rise to the filing of any lien, mortgage or other encumbrance against Landlord's interest in the Leased Premises or any part thereof or against assets of Landlord, or Landlord's interest in any rent. NOTICE IS HEREBY GIVEN, AND TENANT SHALL CAUSE ALL CONSTRUCTION AGREEMENTS TO PROVIDE, THAT TO THE EXTENT ENFORCEABLE UNDER FLORIDA LAW, LANDLORD SHALL NOT BE LIABLE FOR ANY WORK PERFORMED OR TO BE PERFORMED AT THE LEASED PREMISES OR ANY PART THEREOF FOR TENANT OR ANY SUBTENANT OR FOR ANY MATERIALS FURNISHED OR TO BE FURNISHED TO THE PREMISES OR ANY PART THEREOF FOR ANY OF THE FOREGOING, AND NO MECHANIC'S, LABORER'S, VENDOR'S, MATERIALMAN'S, OR OTHER SIMILAR STATUTORY LIEN FOR SUCH WORK OR MATERIALS SHALL ATTACH TO OR AFFECT LANDLORD'S INTEREST IN THE LEASED PREMISES OR ANY ASSETS OF LANDLORD, OR LANDLORD'S INTEREST IN ANY RENT. THE FOREGOING SHALL NOT REQUIRE TENANT TO REQUEST ADVANCE WAIVERS OF LIEN FROM CONTRACTORS OR SUBCONTRACTORS.

26. FINANCIAL REPORTS AND RECORDS.

(a) Tenant shall at all times during the Term of this Lease keep and maintain at a location within the City (separate from any of Tenant's other books, records and accounts) accurate and complete records pertaining to the Leased Premises including, without limitation, books of account reflecting net operating income, the operations of the Leased Premises, and such other matters required to demonstrate Tenant's and subtenants compliance with their respective obligations under the Lease and subleases, all in accordance with the generally accepted accounting principles. Landlord and its representatives shall have, during normal business hours and upon reasonable advance notice, access to inspect the records required by the preceding sentence.

(b) The Landlord shall have the right to cause an audit by any recognized accounting firm (in accordance with the generally accepted accounting principles) of (i) Tenant's net operating income and/or (ii) Tenant's subtenant rent information to be made at any time (but not more frequently than one (1) time in any twelve (12) month period), at Landlord's expense, except as provided below. Such right of inspection and audit may be exercised at any time within three (3) years after the end of the year to which such Tenant's net operating income or subtenant rent information is related, and Tenant shall maintain all such books and records for at least such period of time and, if any dispute between the Parties has arisen and remains unresolved at the expiration of such period of time, for such further period of time until the resolution of such dispute. If any such audit by Landlord reveals that Tenant has understated the Rent audited by five percent (5%) or greater, the costs of such audit shall be paid by Tenant and the amounts of any such underpayment disclosed by such audit, together with any applicable interest accrued thereon, shall be promptly paid to the Landlord.

(c) The obligations of Tenant and Landlord under this Article shall survive the Expiration of the Term of the Lease.

27. NONLIABILITY. No member, official or employee of the Landlord or any other governing body (including, without limitation, the mayor or members of the city council) shall be personally liable to Tenant, or any successor in interest, in the event of any default or breach by landlord or for any amount or obligation which may become due to tenant or successor under the terms of this Lease; and any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such person, or under or by reason of the obligations, covenants or agreements contained in this lease, or implied therefrom are expressly waived and released as a condition of, and as a consideration for, the execution of this Lease.

28. CONFIRMATION OF PROPRIETY OF TRANSACTION. Tenant represents and warrants that, to the best of its actual knowledge, this transaction is proper and authorized by the applicable laws governing this transaction including but not limited to the composition of the board of the Tenant and Tenant acknowledges that Landlord is relying upon the foregoing representations and warranties in entering into this Lease and would not enter into this Lease absent the same.

29. MISCELLANEOUS.

(a) Captions. Captions of the Sections and Articles contained in this Lease are for convenience only and do not constitute a part of this Lease and do not limit, affect or construe the contents of such Sections or Articles.

(b) Severability. If any provision of this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(c) Interpretation. All provisions of this Lease have been negotiated by both Landlord and Tenant, at arm's length, and neither Landlord nor Tenant shall be deemed the scrivener of this Lease. This Lease shall not be construed for or against either Landlord or Tenant by reason of the authorship or alleged authorship of any provision hereof. As used herein, "business day" means any day other than a Saturday, Sunday or Federal or Florida state holiday.

(d) Incorporation. This instrument shall constitute the entire Lease unless otherwise hereafter modified by both Landlord and Tenant in writing. All exhibits attached and referenced in this Lease are hereby incorporated herein as fully set forth in (and shall be deemed to be a part of) this Lease.

(e) Successors and Assigns. This instrument shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land. This instrument shall not become binding upon Landlord and Tenant until it shall have been executed and delivered by both Landlord and Tenant.

(f) Legal Representation. Landlord and Tenant have each been afforded a full and fair opportunity to seek advice from legal counsel.

(g) No Recordation. This Lease shall not be recorded. However, a memorandum of lease (the "Memorandum of Lease'"), attached hereto as **Exhibit "E,"** shall be recorded by Tenant, provided that Landlord shall cooperate in the execution of any documents reasonably requested by Tenant in connection with such recording.

(h) Governing Law and Venue. This Lease and the rights of the Parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida (without regard to conflicts of laws). In the event of any judicial proceeding, the parties agree that the venue shall be in Palm Beach County, Florida.

(i) Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to Persons who are exposed to it over time, Levels of radon gas that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

(j) Interest of Tenant. Tenant shall have no interest in the Leased Premises other than its

interest as Tenant under and pursuant to this Lease. No action of Tenant may deprive City of its fee simple title to the Leased Premises.

(k) No Merger. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate or any part thereof by reason of the fact that the same Person may acquire or hold, directly or indirectly, this Lease or the leasehold estate hereby created or any interest in this Lease or in such leasehold estate as well as the fee estate or any interest in such fee estate.

(1) Person. As used herein, the term "Person" shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any Federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

(m) Affiliate. As used herein, the term Affiliate means with respect to a Person, any other Person that directly or indirectly Controls, is controlled by, or is under common Control with, the specified Person.

(n) Control. As used herein, the term Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise. Ownership of more than 50% of the: (a) beneficial interests of a Person shall be conclusive evidence that control exists, or (b) voting interests of a Person shall be conclusive evidence that control exists.

(o) Unavoidable Delays. As used herein, the term "Unavoidable Delay(s)" shall mean any delay which arises, directly or indirectly, from any strike, lockout, labor dispute, inability to obtain materials or labor (in each case outside the reasonable control of the Tenant), governmental restrictions, acts of war, act of public enemy, riot, insurrection, terrorist attack, governmental regulation, fire or other acts of God, abnormal weather conditions, litigation which causes a delay (other than litigation among and between the Tenant and its Affiliates) or other cause, similar or dissimilar to those enumerated above, beyond the control of Tenant (all of the causes set forth above being herein called "Unavoidable Delays").

(p) Modification. No modification of this Lease shall be valid and/or binding unless in writing and executed by all parties.

(q) Assignment of leases in place. To the extent Landlord has previously leased any portion of the Leased Premises to any other tenant ("previous lease"), Landlord assigns any and all of its interest in said previous lease(s) to the Tenant. Tenant shall be responsible for all obligations and shall receive any and all benefits which would have inured to the Landlord under the previous lease. Tenant shall also have the right to alter, modify and/or terminate the previous lease in accordance with general contract principals, Florida Law, and/or the City's Charter.

SIGNATURES ON FOLLOWING PAGES

GROUND LEASE - MARINA UPLANDS GROUND LEASE

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

LANDLORD

CITY OF RIVIERA BEACH

BY: _____
Thomas A. Masters
Mayor

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

ATTEST:

BY: _____ 7/29/14
Carrie E. Ward, MMC
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
Pamala H. Ryan, B.C.S.
City Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

On 7/29, 2014, before me, Claudene L. Anthony, Notary Public, personally appeared Thomas A. Masters, Mayor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he signed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, signed the instrument.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public

My commission expires: _____

NOTARY PUBLIC STATE OF FLORIDA
CLAUDENE L. ANTHONY
MY COMMISSION # EE 189042
EXPIRES: June 29, 2016
Bonded Thru Budget Notary Services

Witness

Elia E. Pasarell

Print/Type Witness Name

Witness

Print/Type Witness Name A. Scott

TENANT

COMMUNITY REDEVELOPMENT AGENCY

BY: _____

Judy Davis

Chairperson

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____

J. Michael Haygood

J. Michael Haygood, PA

General Counsel

On July 2, 2014, before me, Darlene Hatcher, Notary Public, personally appeared Judy Davis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she signed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, signed the instrument.

WITNESS my hand and official seal.

_____ (SEAL)

Notary Public

Notary Public State of Florida
Darlene Hatcher
My Commission EE 848913
Expires 12/07/2016

My commission expires: 12/07/2016

SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)

EXHIBIT A

NOT VALID WITHOUT
ACCOMPANYING
SHEETS 1, AND 2 OF 2
THIS IS NOT A SURVEY

SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST,
CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF INLET GROVE, AS RECORDED IN PLAT BOOK 8 AT PAGE 14 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH FILLED IN LANDS OF LAKE WORTH, ALL LYING IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE "RESERVED" AREA, INLET GROVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 14, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF AVENUE C (PLATTED AS OAK STREET), NORTH 06°06'26" EAST, A DISTANCE OF 441.30 FEET TO THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 1 IN THE AFOREMENTIONED INLET GROVE; THENCE ALONG SAID WESTERLY PROLONGATION AND SAID NORTH LINE AND ALONG THE EASTERLY PROLONGATION OF SAID NORTH LINE, SOUTH 88°09'50" EAST, A DISTANCE OF 363.55 FEET TO THE MEAN HIGH WATER LINE OF THE WATERS OF LAKE WORTH AS LOCATED ON NOVEMBER 18, 2008; THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING FIFTEEN (15) COURSES: (1) SOUTH 04°12'25" EAST, A DISTANCE OF 34.36 FEET; (2) SOUTH 00°39'20" EAST, A DISTANCE OF 31.28 FEET; (3) SOUTH 00°39'51" EAST, A DISTANCE OF 24.33 FEET; (4) SOUTH 03°13'39" EAST, A DISTANCE OF 33.51 FEET; (5) SOUTH 06°26'40" EAST, A DISTANCE OF 23.02 FEET; (6) SOUTH 07°42'21" EAST, A DISTANCE OF 21.60 FEET; (7) SOUTH 11°47'31" EAST, A DISTANCE OF 27.20 FEET; (8) SOUTH 12°07'22" EAST, A DISTANCE OF 26.46 FEET; (9) SOUTH 16°10'47" EAST, A DISTANCE OF 28.88 FEET; (10) SOUTH 21°34'53" EAST, A DISTANCE OF 28.91 FEET; (11) SOUTH 25°54'26" EAST, A DISTANCE OF 25.33 FEET; (12) SOUTH 29°04'45" EAST, A DISTANCE OF 27.09 FEET; (13) SOUTH 21°16'26" EAST, A DISTANCE OF 20.63 FEET; (14) SOUTH 27°50'28" EAST, A DISTANCE OF 38.45 FEET; (15) SOUTH 02°10'14" EAST, A DISTANCE OF 68.92 FEET; THENCE ALONG THE SOUTH LINE OF SAID "RESERVED" AREA, NORTH 88°09'50" WEST, A DISTANCE OF 503.17 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 4.273 ACRES, MORE OR LESS.

NOTES:
1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER AND ACCOMPANIED BY SHEET 2 OF 2. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.

2. LANDS DESCRIBED HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS THAT MAY APPEAR IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.

3. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, EAST ZONE, NORTH AMERICAN DATUM OF 1983/90 (NAD 83/90) AND REFERENCE A CALCULATED BEARING OF N01°03'56"E ALONG THE EAST RIGHT-OF-WAY LINE OF AVENUE C, AS SHOWN HEREON.

4. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.

CALVIN, GIORDANO & ASSOCIATES, INC.

DAVID E. ROHAL
PROFESSIONAL SURVEYOR AND MAPPER NO. 4315
STATE OF FLORIDA

Calvin, Giordano & Associates, Inc. EXCEPTIONAL SOLUTIONS Certificate of Authorization 6791	BICENTENNIAL PARK CITY OF RIVIERA BEACH, FLORIDA	SCALE NONE	PROJECT No 13-5578	SHEET 1
		DATE 4/08/14	CAD FILE SEE LEFT MARGIN	OF 2

Z:\2013\13-5578 City of Riviera Beach CRA Marine District South Improvements\Survey\SKETCH\13-5578-V-SL-BICENTENNIAL PARK.dwg Apr 14, 2014 - 9:11am

SKETCH OF DESCRIPTION

NOT VALID WITHOUT ACCOMPANYING SHEETS 1, AND 2 OF 2
THIS IS NOT A SURVEY

0 40 80
(IN FEET)
1 INCH = 80 FEET

BLOCK 11
INLET GROVE
PB 8, PG 14, PBCR

OLD SLIP ROAD
(VACATED PER ORB 11727, PG 1060, PBCR)
S88°09'50"E 363.55'

WESTERLY PROLONGATION NORTH LINE OF LOT 1

EASTERLY PROLONGATION NORTH LINE OF LOT 1 (P.B. 8, P.G. 14, P.B.C.R.)

NORTH LINE OF LOT 1

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8

BLOCK 10
INLET GROVE
PB 8, PG 14, PBCR

BICENTENNIAL PARK
(4.273 ACRES)

E. 15th ST.

AVENUE C
(PLATTED AS OAK STREET)
(PB 8, PG 14, PBCR)
N06°06'26"E 441.30'

50'

EAST R/W LINE

POINT OF BEGINNING
S.W. CORNER OF "RESERVED" AREA
INLET GROVE
(PB 8, PG 14, PBCR)

"RESERVED" AREA
SOUTH LINE OF "RESERVED" AREA

EAST 14th ST.

E. 14th ST.
(VACATED PER ORB 26682, PG 721, PBCR)

N88°09'50"W 503.17'

APPROXIMATE SHORE LINE OF LAKE WORTH PER PB 8, PG 14, PBCR

MEAN HIGH WATER LINE WATERS OF LAKE WORTH

FILLED IN LANDS OF LAKE WORTH SECTION 33-42-43

S04°12'25"E 34.36'
S00°39'20"E 31.28'
S00°39'51"E 24.33'
S03°13'39"E 33.51'
S06°26'40"E 23.02'
S07°42'21"E 21.60'
S11°47'31"E 27.20'
S12°07'22"E 26.46'
S16°10'47"E 28.88'
S21°34'53"E 28.91'
S25°54'26"E 25.33'
S29°04'45"E 27.09'
S21°16'26"E 20.63'
38.45' S27°50'28"E
S02°10'14"E 68.92'

LAKE WORTH

LINE PER BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA DISCLAIMER No. 40969(5813-50)

MEAN HIGH WATER LINE WATERS OF LAKE WORTH

FILLED IN LANDS OF LAKE WORTH SECTION 33-42-43

AVENUE C
(PLATTED AS OAK STREET NORTH)
(P.B. 2, PG. 90-91, P.B.C.R.)

40'

N01°03'56"E EAST R/W LINE
(BASIS OF BEARINGS)

BLOCK 1
RIVIERA
PB 2, PGS 90-91, PBCR

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6

30'

GRAND VIEW PLACE NORTH
(VACATED PER ORB 26682, PG 721, PBCR)

PARK
RIVIERA
PB 2, PGS 90-91, PBCR

APPROXIMATE SHORE LINE OF LAKE WORTH PER PB 2, PGS 90-91, PBCR

LEGEND:

ORB	=	OFFICIAL RECORDS BOOK
PB	=	PLAT BOOK
PG	=	PAGE
PGS	=	PAGES
PBCR	=	PALM BEACH COUNTY RECORDS
R/W	=	RIGHT-OF-WAY

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
Certificate of Authorization 8791

BICENTENNIAL PARK

CITY OF RIVIERA BEACH, FLORIDA

SCALE	PROJECT No.	SHEET
1"=80'	13-5578	2
DATE	CAD FILE	OF 2
4/08/14	SEE LEFT MARGIN	

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SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)

NOT VALID WITHOUT
ACCOMPANYING
SHEETS 1, AND 2 OF 2
THIS IS NOT A SURVEY

SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST,
CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF RIVIERA, AS RECORDED IN PLAT BOOK 2 AT PAGES 90 AND 91 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH FILLED IN LANDS OF LAKE WORTH, ALL LYING IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENNCE AT THE SOUTHWEST CORNER OF THE "RESERVED" AREA, INLET GROVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 14, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID "RESERVED" AREA, SOUTH 88°09'50" EAST, A DISTANCE OF 10.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE, SOUTH 88°09'50" EAST, A DISTANCE OF 493.04 FEET TO THE MEAN HIGH WATER LINE OF THE WATERS OF LAKE WORTH; THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE, SOUTH 02°10'14" EAST, A DISTANCE OF 807.58 FEET; THENCE ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1662, PAGE 810 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, NORTH 88°56'04" WEST, A DISTANCE OF 436.40 FEET TO THE EAST RIGHT-OF-WAY LINE OF AVENUE C (PLATTED AS OAK STREET); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 22°04'00" WEST, A DISTANCE OF 69.86 FEET; THENCE ALONG THE WESTERLY BOUNDARIES OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 24148, PAGE 1436 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY THE FOLLOWING FOUR (4) COURSES: (1) NORTH 68°58'59" EAST, A DISTANCE OF 21.00 FEET; (2) NORTH 22°01'19" WEST, A DISTANCE OF 53.00 FEET; (3) NORTH 68°03'26" EAST, A DISTANCE OF 62.22 FEET; (4) NORTH 00°48'09" WEST, A DISTANCE OF 105.75 FEET TO THE SOUTH LINE OF BLOCK 15, RIVIERA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 90 AND 91 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE ALONG THE SOUTH LINE OF SAID BLOCK 15, NORTH 88°56'04" WEST, A DISTANCE OF 132.26 FEET; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF AVENUE C (PLATTED AS OAK STREET NORTH), NORTH 01°03'56" EAST, A DISTANCE OF 178.00 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF FLAGLER AVENUE (AKA EAST 13TH STREET), A 60-FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT OF RIVIERA, SOUTH 88°17'30" EAST, A DISTANCE OF 5.00 FEET; THENCE ALONG A LINE 5.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SAID EAST RIGHT-OF-WAY LINE OF AVENUE C, SOUTH 01°03'56" WEST, A DISTANCE OF 127.92 FEET; THENCE SOUTH 89°14'29" EAST, A DISTANCE OF 212.00 FEET; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF GRAND VIEW PLACE NORTH, A 30-FOOT RIGHT-OF-WAY, NOW VACATED AND ABANDONED, AS SHOWN ON SAID PLAT OF RIVIERA, NORTH 02°21'09" WEST, A DISTANCE OF 124.71 FEET; THENCE NORTH 02°05'22" WEST, A DISTANCE OF 60.13 FEET; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID FLAGLER AVENUE (AKA EAST 13TH STREET), A 60-FOOT RIGHT-OF-WAY, NOW VACATED AND ABANDONED, AS SHOWN ON SAID PLAT OF RIVIERA, NORTH 88°17'30" WEST, A DISTANCE OF 206.27 FEET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF AVENUE C (PLATTED AS OAK STREET NORTH), NORTH 01°03'56" EAST, A DISTANCE OF 294.08 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST 14TH STREET (PLATTED AS NORTH AVENUE), AS SHOWN ON SAID PLAT OF RIVIERA, SOUTH 88°09'50" EAST A DISTANCE OF 5.00 FEET; THENCE ALONG A LINE 5.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SAID EAST RIGHT-OF-WAY LINE OF AVENUE C, NORTH 01°03'56" EAST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 8.147 ACRES, MORE OR LESS.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER AND ACCOMPANIED BY SHEET 2 OF 2. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.

2. LANDS DESCRIBED HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS THAT MAY APPEAR IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.

3. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, EAST ZONE, NORTH AMERICAN DATUM OF 1983/90 (NAD 83/90) AND REFERENCE A CALCULATED BEARING OF N01°03'56"E ALONG THE EAST RIGHT-OF-WAY LINE OF AVENUE C, AS SHOWN HEREON.

4. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.

CALVIN, GIORDANO & ASSOCIATES, INC.

DAVID E. ROHAL
PROFESSIONAL SURVEYOR AND MAPPER NO. 4315
STATE OF FLORIDA

Calvin, Giordano & Associates, Inc. EXCEPTIONAL SOLUTIONS Certificate of Authorization 6791	MARINA UPLANDS CITY OF RIVIERA BEACH, FLORIDA	SCALE NONE	PROJECT No. 13-5578	SHEET 1
		DATE 4/09/14	CAD FILE SEE LEFT MARGIN	OF 2

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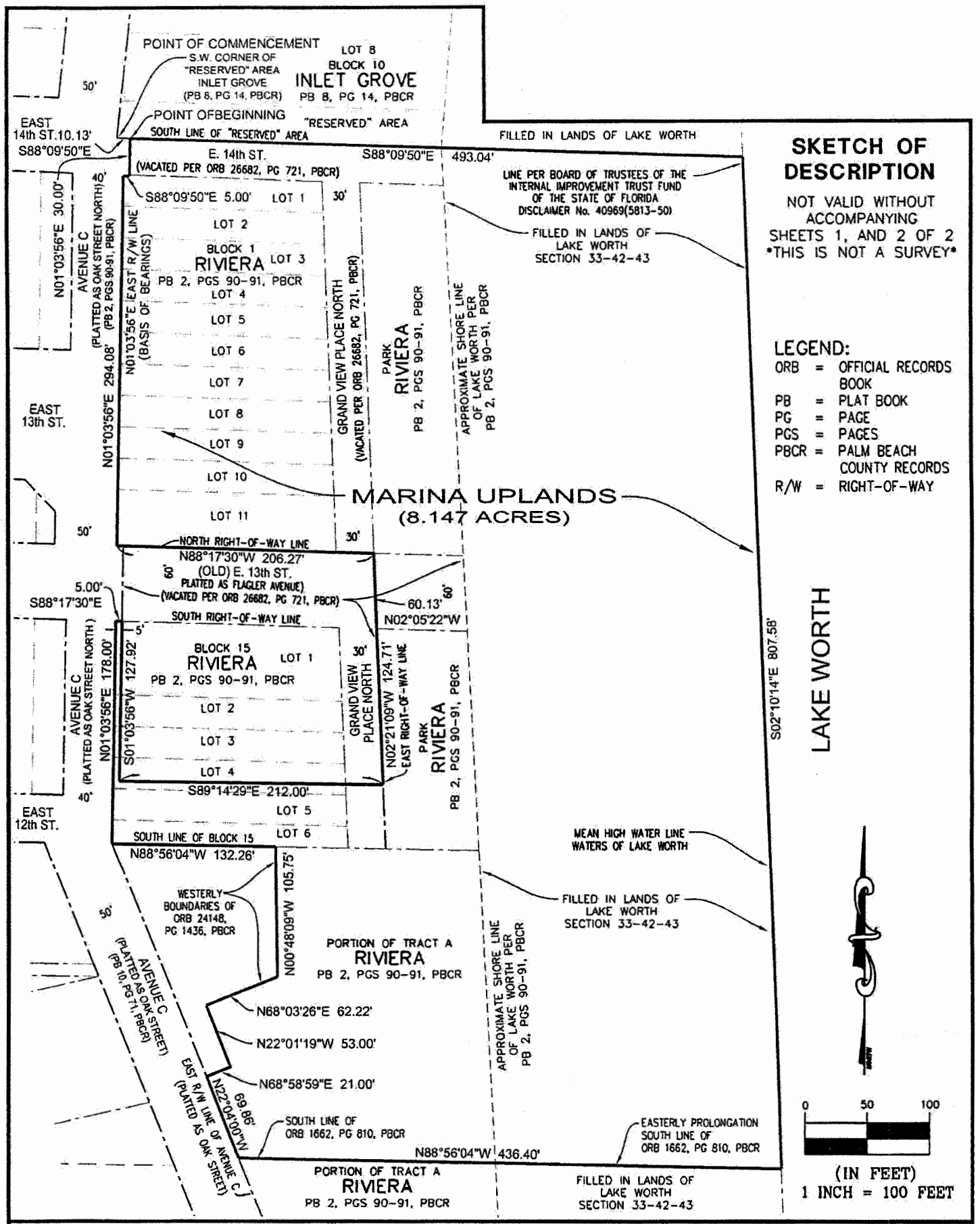

SKETCH OF DESCRIPTION

NOT VALID WITHOUT ACCOMPANYING SHEETS 1, AND 2 OF 2
THIS IS NOT A SURVEY

LEGEND:

ORB	=	OFFICIAL RECORDS BOOK
PB	=	PLAT BOOK
PG	=	PAGE
PGS	=	PAGES
PBCR	=	PALM BEACH COUNTY RECORDS
R/W	=	RIGHT-OF-WAY

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
Certificate of Authorization 6791

MARINA UPLANDS

CITY OF RIVIERA BEACH, FLORIDA

SCALE	PROJECT No	SHEET
1"=100'	13-5578	2
DATE 4/09/14	CAD FILE SEE LEFT MARGIN	OF 2

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EXHIBIT B

PERMITTED EXCEPTIONS

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.

2. a. General or special taxes and assessments required to be paid in the year(s) 2014 and subsequent years.

b. Rights or claims of parties in possession not recorded in by the Public Records.

c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.

d. Easements, or claims of easements, not recorded in the Public Records.

e. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.

3. Any Owner Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*

4. Rights of the lessees under unrecorded leases.

5. Dedications and boundary lines as contained on the Plat of RIVIERA, as recorded in Plat Book 2, Page 90, Public Records of Palm Beach County, Florida. As affected by Ordinance No. 4041 of the City of Riviera Beach abandoning platted right-of-ways recorded in O.R. Book 26682, Page 721, Public Records of Palm Beach County, Florida.

6. Dedications and boundary lines as contained on the Plat of INLET GROVE, as recorded in Plat Book 6, Page 87, Public Records of Palm Beach County, Florida.

7. Dedications and boundary lines as contained on the Plat of INLET GROVE, as recorded in Plat Book 8, Page 14, Public Records of Palm Beach County, Florida. As affected by Ordinance No. 2842 of the City of Riviera Beach abandoning right-of-way of Old Slip Road recorded in O.R. Book 11727, Page 1060, Public Records of Palm Beach County, Florida.

8. Certificate of Approval for Establishment of Bulkhead Line No. 50 (10-19-65) recorded in O.R. Book 1284, Page 285, Public Records of Palm Beach County, Florida.

9. Bulkhead Line West Side of Lake Worth Riviera Beach, Florida recorded in Plat Book 28, Page 95, Public Records of Palm Beach County, Florida.

10. Provisions contained in Dedications from the Trustees of the Internal Improvement Fund of the State of Florida recorded in O.R. Book 1469, Page 488 and O.R. Book 2762, Page 1418, Public Records of Palm Beach County, Florida. As affected by Amendment to Dedication recorded in O.R. Book 25428, Page 752, Public Records of Palm Beach County, Florida.

11. Subject to the terms and conditions of the Lease by and between the City of Riviera Beach, Florida and the Tiki Waterfront Sea Grill.

12. Reservations contained in Special Warranty Deed from the City of Riviera Beach, Florida recorded in O.R. Book 17563, Page 1142, Public Records of Palm Beach County, Florida. (Automatic reservations under 270.11 Florida Statutes)

13. Easement in favor of Comcast Cablevision of West Palm Beach, Inc. recorded in O.R. Book 6513, Page 1307, Public Records of Palm Beach County, Florida.

14. Resolution No. 170-13 of the City of Riviera Beach creating and reserving public utilities contained in instrument recorded in O.R. Book 26675, Page 584, Public Records of Palm Beach County, Florida.

15. Riparian and littoral rights are not insured.

Exhibit C
Marina District
Master Plan

the Master Plan: Ground Floor

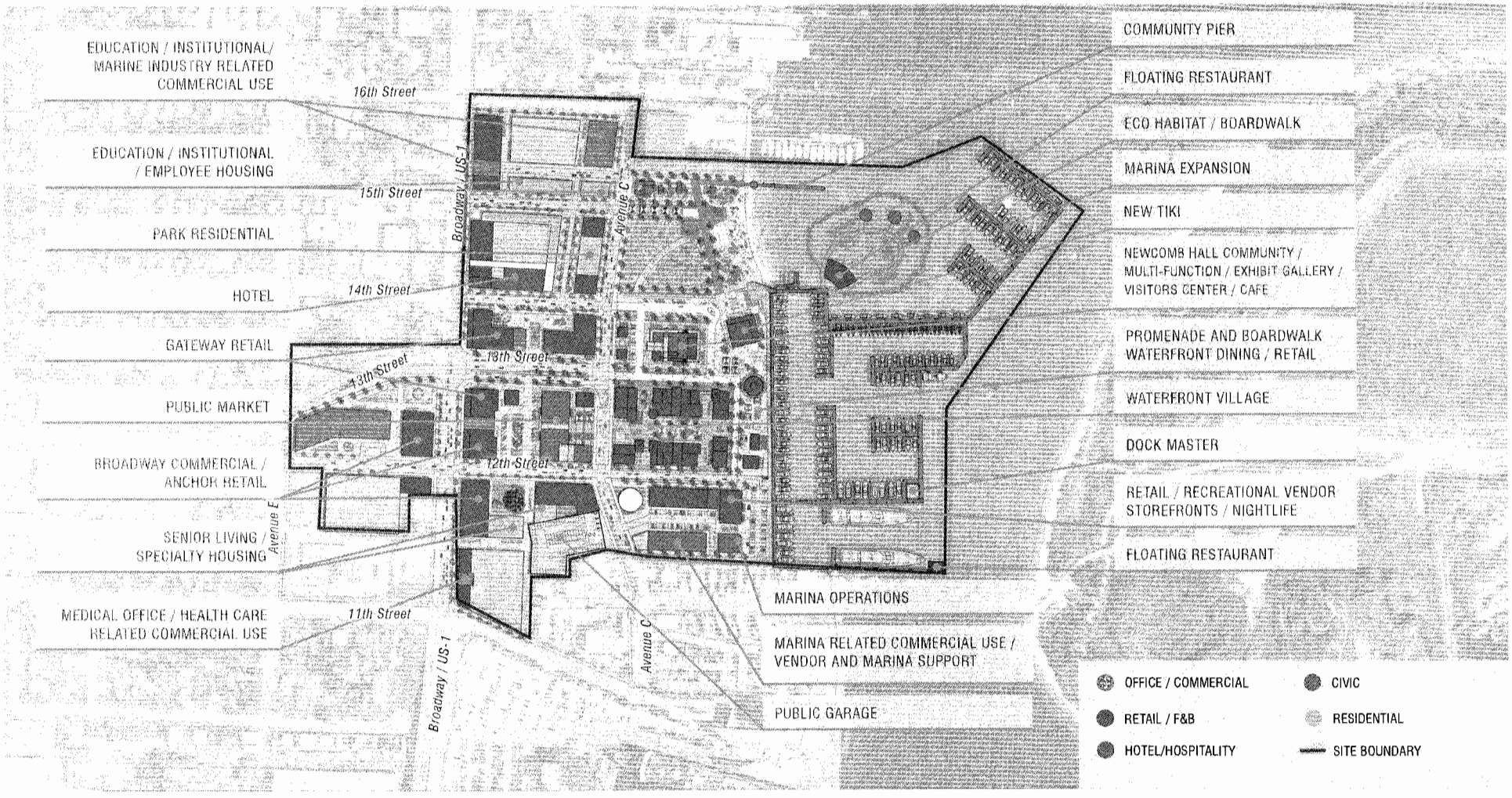


Exhibit C
Marina District
Master Plan

the Master Plan: Ground Floor

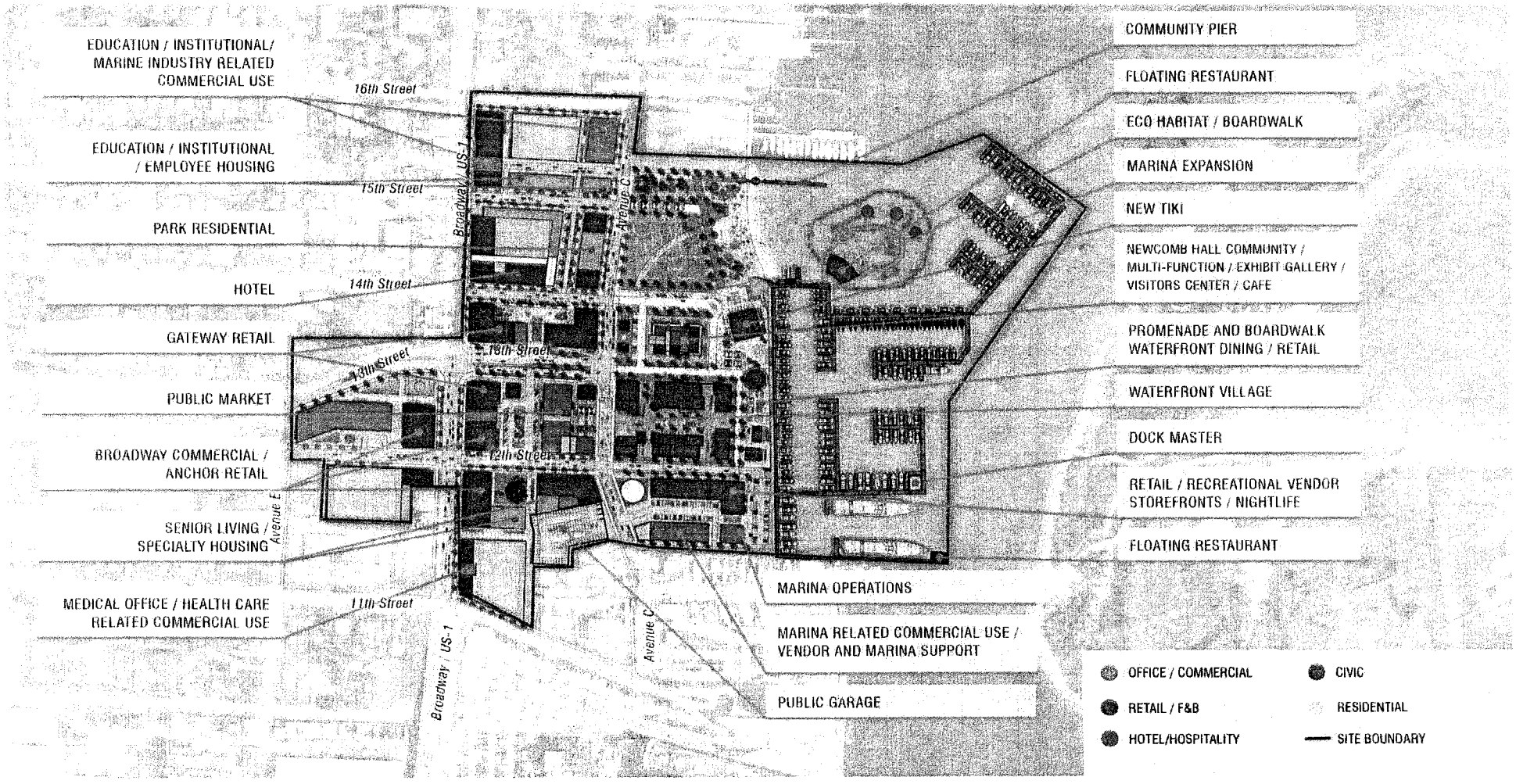
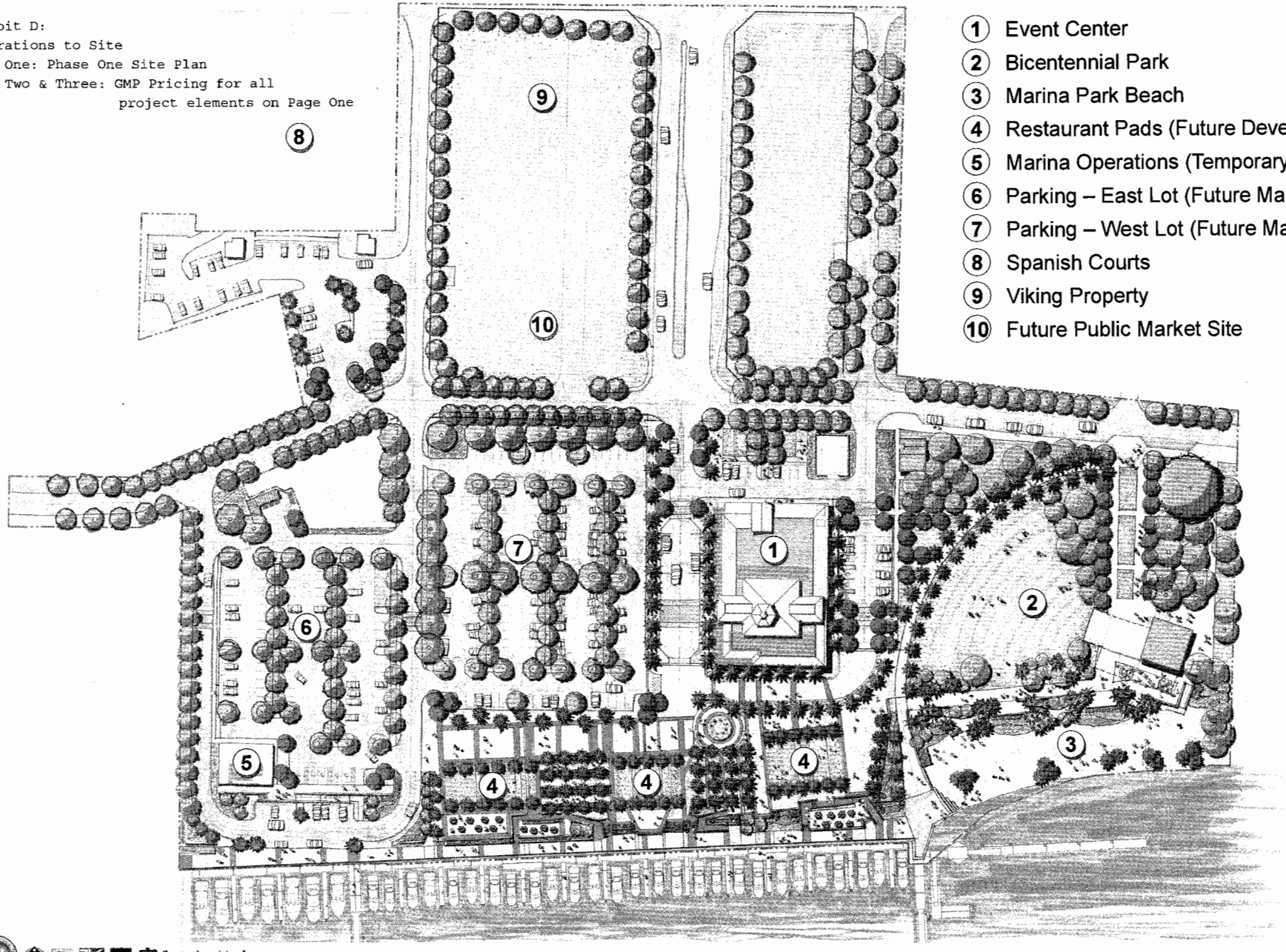


EXHIBIT D

ALTERATIONS AND SITE AND PROJECT IMPROVEMENTS

Exhibit D:
Alterations to Site
Page One: Phase One Site Plan
Page Two & Three: GMP Pricing for all
project elements on Page One



1. Event Center
2. Bicentennial Park
3. Marina Park Beach
4. Restaurant Pads (Future Development)
5. Marina Operations (Temporary)
6. Parking – East Lot (Future Marine Shops)
7. Parking – West Lot (Future Market Shops)
8. Spanish Courts
9. Viking Property
10. Future Public Market Site

Song + Associates, Inc.
Architecture • Planning • Interior Design

GMP Summary

WEITZ CSS

Project : Riviera Beach Marina District So.

Date: June 20, 2014

Line	Bid Package	Bid Package Description	Sitework not at Bicentennial Park	Sitework at Bicentennial Park	Bldg 100 Marina Events Center	Bldg 101 Restroom Storage	Bldg 102 Restroom Pavilion	Total GMP	SBE/MWBE Value	Local $	Apprentice Program	Subs Solicited	Bids Expected	Bids Received
1	01A	General Conditions	510,672	170,224	371,398	61,900	123,799	$ 1,237,993	$ 307,000	$ 148,400				
2	01B	Site Services	427,428	36,189	87,435	14,573	29,145	$ 594,770	$ -	$ -		28	7	4
3	02A	Building Demolition	123,980	7,620	-	-	-	$ 131,600	$ -	$ -		12	6	6
4	03A	Concrete Shell	320,342	137,290	480,000	35,000	80,000	$ 1,052,632	$ -	$ -		42	6	4
5	03B	Precast Concrete Structure	-	-	206,700	-	19,555	$ 226,255	$ -	$ -		10	4	2
6	03F	Construction Crane & Hoisting	-	-	w/ trades	w/ trades	w/ trades	$ -	$ -	$ -		3		1
7	04A	Masonry & Cast Stone	336,074	144,032	381,100	39,300	66,150	$ 966,655	$ -	$ -	YES	30	8	4
8	05A	Structural Steel	-	-	82,500	-	300,000	$ 382,500	$ -	$ 295,848	YES	19	8	3
9	05C	Misc Metals	280,021	-	1,179,921	62,496	6,529	$ 1,528,967	$ 925,399	$ 473,818		13	7	3
10	06A	Rough Carpentry & Framing	95,728	-	359,994	23,087	4,208	$ 483,017	$ -	$ 45,620		23	3	1
11	06C	Wood Truss Materials	864	-	40,020	4,287	-	$ 45,171	$ -	$ -		23	8	1
12	06E	Millwork	-	-	90,750	-	-	$ 90,750	$ -	$ -		19	4	2
13	07A	Insulation	-	-	25,491	-	-	$ 25,491	$ -	$ -		6	5	2
14	07B	Fireproofing & Firestopping	-	-	w/ trades	w/ trades	w/ trades	$ -	$ -	$ -		5		
15	07E	Roofing & Paver System	3,400	-	583,800	27,000	39,500	$ 653,500	$ -	$ -		30	5	3
16	07F	Roof Specialties	-	-	-	-	1,500	$ 1,500	$ -	$ -				
17	07G	Skylight & Glass Canopy	-	-	57,090	-	-	$ 57,090	$ -	$ -		8		
18	07H	Caulking & Waterproofing	63,983	11,288	12,500	700	500	$ 88,950	$ -	$ 8,070		5	2	1
19	08A	Doors, Frames & Hardware	-	-	112,480	8,800	16,730	$ 138,010	$ -	$ -		13	4	3
20	08D	Access Doors	-	-	4,950	950	500	$ 6,400	$ -	$ -				
21	08F	Overhead & Coiling Doors	-	-	-	8,736	10,959	$ 19,695	$ -	$ -		6	6	4
22	08H	Storefronts & Glazing	-	-	389,002	10,120	400	$ 399,522	$ 399,522	$ 30,000	YES	11	4	3
23	09A	Stucco	110,390	47,310	227,000	15,700	17,100	$ 417,500	$ 417,500	$ 120,000		13	4	3
24	09C	Drywall	-	-	220,000	5,170	5,000	$ 230,170	$ 210,595	$ 120,000		31	8	5
25	09D	Tilework & Stone	-	-	201,550	-	-	$ 201,550	$ 165,305	$ -		15	4	4
26	09E	Acoustical Treatment	-	-	31,000	-	2,300	$ 33,300	$ -	$ -		14	3	2
27	09G	Carpet & Resilient Flooring	-	-	37,000	-	-	$ 37,000	$ 37,000	$ -		10	4	4
28	09H	Special Flooring	-	-	-	-	-	$ -	$ -	$ -		0		
29	09K	Painting	35,000	15,000	58,000	7,000	15,000	$ 130,000	$ 111,788	$ -	YES	16	5	4
30	10A	General Specialties	-	-	4,000	650	1,030	$ 5,680	$ -	$ -		5	4	2
31	10C	Louvers/Vents/Grilles	-	-	13,350	4,750	-	$ 18,100	$ -	$ -		1	1	1
32	10D	Signage	70,000	30,000	10,000	400	700	$ 111,100	$ 111,100	$ 111,100		3	2	1
33	10G	Awnings & Art Mural Panels	-	-	-	-	248,500	$ 248,500	$ -	$ -		8	4	1
34	10I	Operable Partitions	-	-	45,500	-	-	$ 45,500	$ 45,500	$ -		5	6	4
35	10L	Toilet Accessories & Partitions	-	-	37,400	21,220	25,065	$ 83,685	$ -	$ -		11	5	4
36	11C	Audio-Visual Equipment	-	-	255,000	-	21,666	$ 276,666	$ 276,666	$ -		4	4	3
37	11H	Food Service Equipment	-	-	45,204	-	-	$ 45,204	$ -	$ 45,204		7	3	3
38	11I	Fuel Tank Equipment	350,000	-	-	-	-	$ 350,000	$ -	$ -		1	1	1
39	12D	Rugs & Mats	-	-	4,200	-	-	$ 4,200	$ -	$ -				
40	13E	Fountain & Water Feature	113,097	753,750	-	-	-	$ 866,847	$ 5,000	$ 5,000		6	4	2
41	14A	Elevator	-	-	62,071	-	-	$ 62,071	$ -	$ -		5	3	2
42	21A	Fire Protection	-	-	52,264	-	-	$ 52,264	$ 52,264	$ 52,264	maybe	10	7	3
43	22A	Plumbing	3,000	-	335,450	43,800	56,750	$ 439,000	$ -	$ 416,000	YES	21	9	6
44	23A	HVAC	-	-	398,605	29,442	40,040	$ 468,087	$ 468,087	$ 468,087	YES	35	12	7
45	26A	Electrical	1,784,107	1,189,404	893,600	50,000	259,400	$ 4,176,511	$ 4,029,950	$ 1,750,000	YES	24	8	7
46	27A	Data/Communications	63,750	21,250	55,000	-	7,000	$ 147,000	$ 147,000	$ -		5	6	5
47	28A	Security Systems & CCTV	94,800	63,200	64,300	-	9,050	$ 231,350	$ 231,350	$ -	YES	11	8	6

48	31A	Earthwork	993,750	331,250	-	-	-	$ 1,325,000	$ -	$ -		20	7	4
49	31B	Vibrofloatation & Piers	57,200	41,600	-	-	-	$ 98,800	$ -	$ -		6	2	2
50	32A	Paving	2,451,768	-	-	-	-	$ 2,451,768	$ -	$ -		12	7	4
51	32B	Pavers & Walks	620,405	334,064	-	-	-	$ 954,469	$ 449,404	$ -		12	6	3
52	32C	Site Improvements & Furnishings	816,638	-	-	-	-	$ 816,638	$ -	$ -		7	9	7
53	32D	Landscape	442,000	238,000	-	-	-	$ 680,000	$ 680,000	$ 680,000		31	9	7
54	32E	Irrigation	83,520	44,972	-	-	-	$ 128,492	$ -	$ -		8	7	6
55	32F	Fencing & Green Façade	163,266	-	-	-	-	$ 163,266	$ 50,280	$ -		6	6	2
56	33A	Site Utilities	1,625,000	275,000	-	-	-	$ 1,900,000	$ -	$ -		12	7	4
57		SUBTOTAL PER PLANS & SPECS	12,040,161	3,891,442	7,515,425	475,080	1,408,077	25,330,185						
58		Approved Value Analysis	(924,860)	(95,000)	(608,161)	(69,145)	(23,965)	$ (1,721,131)						
59		Pending Value Analysis, factored	(609,044)	(206,550)	(322,045)	(9,789)	(33,500)	$ (1,180,928)						
60		**SUBTOTAL INCLUDING VALUE ANALYSIS**	**$ 10,506,257**	**$ 3,589,892**	**$ 6,585,219**	**$ 396,146**	**$ 1,350,612**	**$ 22,428,126**	**$ 9,120,710**	**$ 4,769,411**		**679**	**260**	**166**
61		Sub Bonds or Subguard	168,969	57,844	106,425	6,383	21,762	$ 361,383						
62		Permits (by Owner)	-					$ -						
63		General Liability Insurance	158,493	54,247	99,775	5,986	20,409	$ 338,910						
64		Pre-Construction Services (w/ base agreement)	-					$ -						
65		Misc Job Services	60,959	20,864	38,375	2,302	7,850	$ 130,350						
66		Builders Risk Insurance (inc 10K allowance)	112,953		52,900	3,177	10,831	$ 179,861						
67		Builders Risk Deductible (by Owner)	-		-	-	-							
68		Performance Bond	121,918	41,728	76,750	4,605	15,699	$ 260,700						
69		Tax Savings (Allowance)	(31,654)	(10,816)	(75,350)	(5,480)	(13,700)	$ (137,000)						
70		Escalation	-		-	-	-	$ -						
71		Contractor Contingency	315,188	107,697	197,557	11,884	40,518	$ 672,844						
72		Owner Contingency	200,000	130,000	250,000	10,000	45,000	$ 635,000						
73		Construction Fee	497,029	170,115	312,888	18,772	64,002	$ 1,062,805						
74		**TOTAL PROJECT**	**$ 12,110,112**	**$ 4,161,571**	**$ 7,644,537**	**$ 453,776**	**$ 1,562,983**	**$ 25,932,978**	**35.2%**	**18.4%**				
				Total for Bicentennial Park		**$ 6,178,330**								

	$ 25,932,978	GMP value
1	$ 599,497	value of Park - site furnishings if added back into the proj
	$ 26,532,475	GMP vale with Park - Site furnishings

Add Alternates:

Alt.	1	Rock base and parking bumpers for temporary parking lots west of Avenue C (100,000 SF; 300 spaces)	$ 234,000	
Alt.	2	Planters at roof terrace and patio (20 each) (ALLOWANCE)	$ 17,000	ALLOWANCE
Alt.	3	Sail cloth over trellis at patio bar (34' x 16') (ALLOWANCE)	$ 19,000	ALLOWANCE
Alt.	4	Demolition of the remaining buildings at Spanish Courts	$ 133,000	

MEMORANDUM OF LEASE

RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:

J. Michael Haygood, PA
701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407

MEMORANDUM OF AGREEMENT
MARINA UPLANDS LEASE

This MEMORANDUM OF AGREEMENT is entered into 7/29/14, by the City of Riviera Beach, Florida, a municipal corporation, with an address at 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404 (hereinafter referred to as **"Owner"** or "**Landlord**") and the Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part II Chapter 163, Florida Statutes with an office at 2001 Broadway, Suite 300, Riviera Beach, Florida 33404, (hereinafter referred to as **"CRA** or "**Tenant**").

1. Landlord and CRA entered into a Ground Lease Agreement ("**Agreement**") dated as of _____, effective upon the signing of the Agreement by both parties ("**Effective Date**") for the purpose of the CRA , directly or indirectly through a subtenant or facility lessee, constructing, equipping, operating and maintaining the New Marina Uplands and other improvements. All of the foregoing is set forth in the Agreement and the Agreement is incorporate herein by reference.

2. The term of CRA's Project LLC's tenancy under the Agreement is for 50 years commencing on the Effective Date.

3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access easements (the "**Premises**") are set forth in the Agreement.

[Remainder of page left intentionally blank]

The parties have signed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

City of Riviera Beach, Florida,
a municipal corporation

By: Thomas Masters

Name: THOMAS MASTERS

Title: MAYOR

Date: July 29, 2014

TENANT:

Riviera Beach Community Redevelopment Agency,
a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes

By: Judy L. Davis

Name: Judy L. Davis

Title: Chair

Date: 7/2/14

STATE OF FLORIDA
COUNTY OF PALM BEACH

On 7/29/14, before me, Claudene L. Anthony, Notary Public, personally appeared Thomas Masters, as the Mayor of the City of Riviera Beach, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they signed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, signed the instrument.

WITNESS my hand and official seal.

Claudene L. Anthony (SEAL)
Notary Public

My commission expires: NOTARY PUBLIC STATE OF FLORIDA CLAUDENE L. ANTHONY MY COMMISSION # EE 189042 EXPIRES: June 29, 2016 Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF PALM BEACH

On July 2, 2014, before me, Darlene Hatcher, Notary Public, personally appeared Judy Davis, as the Chairperson of the Board of Commissioners of the City of Riviera Beach, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they

signed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, signed the instrument.

WITNESS my hand and official seal.

Darlene Hatcher (SEAL)
Notary Public

Notary Public State of Florida
Darlene Hatcher
My Commission EE 848913
Expires 12/07/2016

My commission expires: 12/07/2016