

RESOLUTION NO. 58-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT 006 TO THE DISASTER RECOVERY INITIATIVE PROGRAM AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY, AMENDING THE PROGRAM DEADLINE FROM SEPTEMBER 20, 2014, TO JUNE 30, 2015; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County (County) entered into a contract in 2008 with the State of Florida Department of Community Affairs in connection with the State of Florida's 2005 Disaster Recovery Initiative (DRI) Program with funds provided by the US Department of Housing and Urban Development; and

WHEREAS, in March 2008, the City was allocated \$1,236,000 under the original contract with the County to implement specified DRI Program activities; and

WHEREAS, the agreement between the City and the County dated March 24, 2008 was amended in April and October 2009, August 2010, and January 2011; and

WHEREAS, a new agreement was executed in June 2012, and amended in September and November of 2012 and in February, May and November of 2013; and

WHEREAS, Amendment 006 modifies the DRI Program deadline by extending it from September 20, 2014, to June 30, 2015.

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 Amendment 006 to the DRI Agreement with Palm Beach County, attached hereto as Exhibit "A", revising the program deadline from September 20, 2014, to June 30, 2015.

SECTION 2. The City Council authorizes the Mayor and the City Clerk to execute Amendment 006.

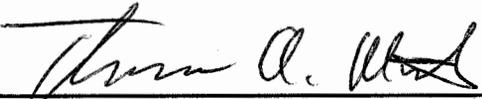
SECTION 3. The City Council authorizes the Director of Finance and Administrative Services to disburse funds in accordance with the amended DRI Agreement.

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

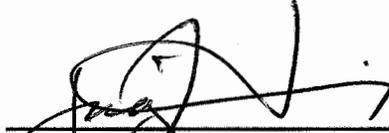
RESOLUTION NO. 58-14
PAGE 2 of 2

PASSED and APPROVED this 2 day of July, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR

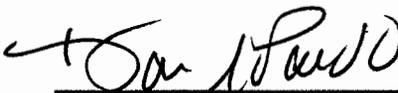


JUDY L. DAVIS
CHAIRPERSON

ATTEST:



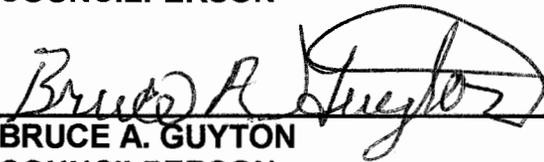
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



TERENCE D. DAVIS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. Guyton

SECONDED BY: D. Pardo

J. DAVIS Aye

D. PARDO Aye

T. DAVIS Aye

B. GUYTON Aye

C. THOMAS Aye

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: _____

RESOLUTION NO. 59-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE GRANT APPLICATION SUBMITTAL AND ACCEPTANCE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE - EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAMS (JAG) IN THE AMOUNT OF \$39,125; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP THE BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Department of Justice has established an Edward Byrne Memorial Justice Assistance Grant (JAG); and

WHEREAS, the City of Riviera Beach has been allocated funds in the amount of \$39,125; and

WHEREAS, the awarded funds will be used by the Police Department to purchase in-car video systems for patrol vehicles.

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

SECTION 1: The Director of Finance and Administrative Services is authorized to accept Grant Funds in the amount of \$39,125 on behalf of the City.

SECTION 2: The Director of Finance and Administrative Services to set up a budget to expend the fund.

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

PASSED AND APPROVED this 2 day of July, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR

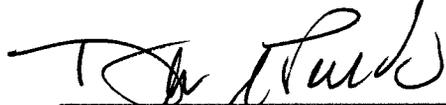


JUDY L. DAVIS
CHAIRPERSON

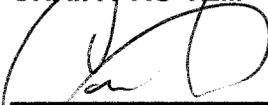
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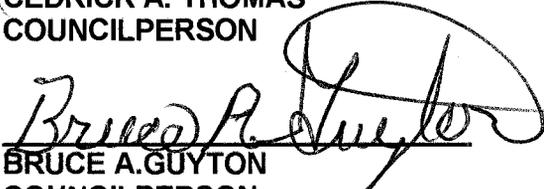
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. Guyton

SECONDED BY: D. Pardo

B. GUYTON Aye

J. DAVIS Aye

C. THOMAS Aye

D. PARDO Aye

T. DAVIS Aye

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: _____

RESOLUTION NO. 60-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING STAFF TO ISSUE A THIRTY DAY NOTICE OF CANCELLATION BETWEEN MCKINLEY FINANCIAL SERVICES, INC. DBA/ MCKINLEY INSURANCE SERVICES, INC. OF FORT LAUDERDALE, FLORIDA AS AGENT OF RECORD FOR THE CITY'S EMPLOYEE GROUP INSURANCE PLANS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City's Procurement Ordinance 4010, staff solicited a Request for Proposal (RFP) for agent of record for employee group insurance plans; and

WHEREAS, four (4) firms responded to RFP No. 417-13 and one was non-responsive; and

WHEREAS, the selection committee evaluated written responses and oral presentations from the three (3) firms; and

WHEREAS, the City Council requested for that three (3) responsive firms to give a presentation during a special meeting held on June 3, 2014; and

WHEREAS, City Council selected Richard Bernstein & Associates, Inc., of West Palm Beach, Florida as the Agent of Record at the regular City Council meeting held on June 4, 2014; and

WHEREAS, the City Council desires to cancel the Insurance Brokerage Services Agreement with McKinley Financial Services, Inc. /DBA/ McKinley Insurance Services, and enter into a new agreement with Richard Bernstein & Associates, Inc.

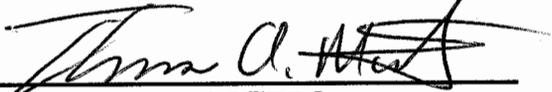
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA THAT:

SECTION 1. The City Council authorizes staff to issue a thirty (30) day notice of cancellation pursuant to the Insurance Brokerage Services Agreement dated January 25, 2012.

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

PASSED AND APPROVED this 2 day of July, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

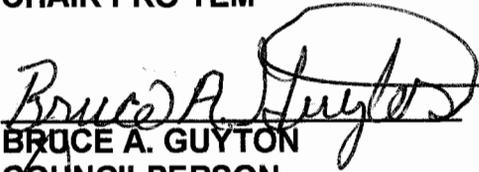
ATTEST:



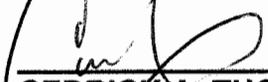
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



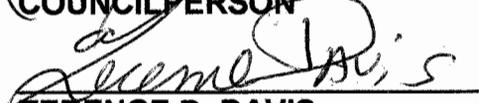
DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: Guyton

SECONDED BY: Pardo

J. DAVIS Aye

D. PARDO Aye

B. GUYTON Aye

C. THOMAS Aye

T. DAVIS Aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, B.C.S. CITY ATTORNEY
DATE: _____

RESOLUTION NO. 61-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AMENDMENT TO THE REHABILITATION CONSULTANT SERVICES CONTRACT BETWEEN THE CITY OF RIVIERA BEACH AND GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC., EXTENDING THE CONTRACT EXPIRATION DATE FROM SEPTEMBER 20, 2014 TO DECEMBER 31, 2014, IN ASSOCIATION WITH THE DISASTER RECOVERY INITIATIVE PROGRAM, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach (City) and Palm Beach County (County) have an active agreement governing the Disaster Recovery Initiative (DRI) Program; and

WHEREAS, the City entered into a Contract with Guardian Community Resource Management, Inc. (Guardian), for rehabilitation consultant services in association with the DRI Program on February 6, 2013, by Resolution No. 18-13; and

WHEREAS, the Contract with Guardian was amended on June 5, 2013 by Resolution No. 60-13, extending the expiration date from June 15, 2013 to December 14, 2013; and

WHEREAS, the Contract with Guardian was amended on November 20, 2013 by Resolution No. 149-13, extending the expiration date from December 13, 2013 to September 20, 2014; and

WHEREAS, Guardian desires to extend the existing Contract's expiration date by amending it from September 20, 2014 to December 31, 2014; and

WHEREAS, the City Council desires to amend the existing Contract expiration date with Guardian from September 20, 2014 to December 31, 2014, accordingly.

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

SECTION 1. The City Council hereby authorizes the Mayor and City Clerk to execute an Amendment, modifying the expiration date from September 20, 2014 to December 31, 2014, provided for within "Article 2 – Schedule" of the Contract,

RESOLUTION NO. 61-14
PAGE 2 of 3

in order to allow for continued Rehabilitation Consulting Services from Guardian Community Resource Management, Inc.

SECTION 2. A copy of the Amendment is attached hereto as Exhibit "A" and made part of this Resolution.

SECTION 3. All provisions not in conflict with this Amendment are still in effect and shall be performed at the same level as specified in the Contract; specifically compensation shall remain unchanged, no more than \$5,000 per rehabilitation project, not to exceed a total of \$105,000 of the initial \$1,236,000 DRI Program allocation.

SECTION 4. The City Council authorizes the Finance Director to disburse funds in accordance with this Amendment.

SECTION 5. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 16 day of July, 2014.

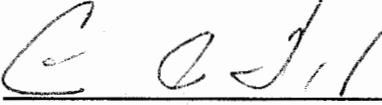
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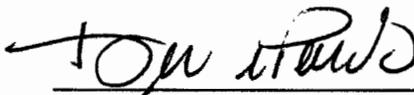
APPROVED:


THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

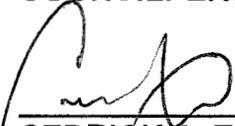
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


TERENCE D. DAVIS
COUNCILPERSON


BRUCE A. GUYTON
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

J. DAVIS AYE

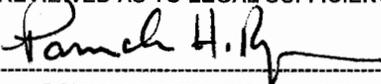
D. PARDO AYE

T. DAVIS AYE

B. GUYTON AYE

C. THOMAS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 7/17/14

**CITY OF RIVIERA BEACH
AMENDMENT TO CONSULTING AND PROFESSIONAL SERVICES CONTRACT**

This Amendment to the Contract for Consulting and Professional Services is made and entered into this 16 day of July, 2014, by and between the City of Riviera Beach, Palm Beach County, Florida, ~~a Political Subdivision of the State of Florida~~ Municipal Corporation, by and through its City Council, hereinafter referred to as the "CITY", whose mailing address is 600 West Blue Heron Boulevard, Riviera Beach, FL 33404 and Guardian Community Resource Management, Inc., [] an individual, [] a partnership, [**X**] a corporation authorized to do business in the State of Florida, hereinafter referred to as the "CONSULTANT", whose mailing address is 3020 Bruton Road, Plant City, FL 33565 and whose Federal I.D. number is 13-4309252.

WITNESSETH:

WHEREAS, the CITY entered into a Contract for Consulting and Professional Services with the CONSULTANT on February 6, 2013, by Resolution No. 18-13, to provide services associated with the Disaster Recovery Initiative Program, specifically functioning as a Rehabilitation Consultant; and

WHEREAS, Resolution No. 60-13 extended the Contract's expiration date from June 15, 2013 to December 14, 2013; and

WHEREAS, Resolution No. 149-13 extended the Contract's expiration date from December 14, 2013 to September 20, 2014; and

WHEREAS, the CITY and CONSULTANT desire to extend the Contract's expiration date from September 20, 2014 to December 31, 2014, in association with an extension to the Disaster Recovery Initiative Program; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the CITY and CONSULTANT agree as follows:

SECTION 1. ARTICLE 2 – SCHEDULE, is hereby amended, providing December 31, 2014 as the new Contract expiration date, to read as follows:

The CONSULTANT shall commence services on February 7, 2013 and complete all services by ~~September 20, 2014~~ December 31, 2014.

SECTION 2. In all other respects, the terms of the Contract shall remain in full force and effect, and the parties agree to perform all duties and obligations as set forth therein.

[SIGNATURES ON FOLLOWING PAGE]

AMENDMENT TO CONSULTING AND PROFESSIONAL SERVICES CONTRACT

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

CITY OF RIVIERA BEACH

GUARDIAN COMMUNITY
RESOURCE MANAGEMENT, INC.

BY: 
THOMAS A. MASTERS
MAYOR

BY: 
CHRISTINE ALDAY
PRESIDENT & CEO

DATE: 7/16/14

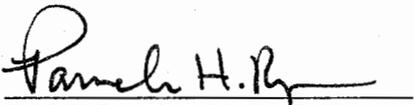
DATE: 7/2/14

BY: 
CARRIE E. WARD
CITY CLERK

DATE: 7/16/14

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

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

BY: _____
MARY MCKINNEY
DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 7/8/14

DATE: _____

RESOLUTION NO. 62-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED THE CONTRACT FOR PROFESSIONAL AUDIT SERVICES TO HARVEY COVINGTON & THOMAS OF SOUTH FLORIDA, LLC FOR AN AMOUNT NOT TO EXCEED \$340,000 FOR FISCAL YEARS 2014 – 2018 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach is required by State law to have an audit conducted on an annual basis by an independent certified public accountant, and

WHEREAS, the City issued Request for Proposal Number 437-14 for these auditing services, and

WHEREAS, the contract of Harvey, Covington, & Thomas of South Florida, LLC expired April 30, 2014, and

WHEREAS, Harvey, Covington & Thomas of South Florida, LLC was selected to perform the annual audit through audit of September 30, 2018, and the committee recommends that the City Council select Harvey, Covington, & Thomas of South Florida, LLC.

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

SECTION 1. The City Council awards the contract for professional audit services to Harvey, Covington, & Thomas of South Florida, LLC to perform the annual audit for an amount not to exceed \$340,000 for fiscal years 2014 – 2018.

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

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

PASSED AND APPROVED THIS 16 DAY OF July, 2014.

APPROVED:


THOMAS A. MASTERS
MAYOR

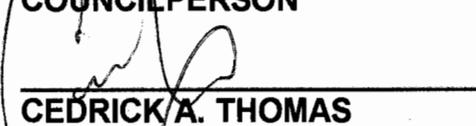

JUDY L. DAVIS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


BRUCE A. GUYTON
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: Guyton

SECONDED BY: Pardo

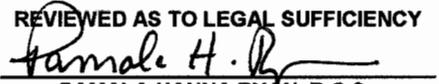
C. THOMAS out

D. PARDO Aye

B. GUYTON Aye

J. DAVIS Aye

T. DAVIS Aye

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 7/16/14

**CONSULTING AND PROFESSIONAL SERVICES CONTRACT
FOR
AUDIT SERVICES**

ORIGINAL

This Contract is made as of this 16th. day of July, 2014, by and between the City of Riviera Beach, Palm Beach County, Florida, a municipal corporation existing under the laws of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Harvey, Covington & Thomas of South Florida, LLC, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 65-0984330.

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

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide auditing services as set forth more fully in the Scope of Work detailed in Exhibit "A", attached hereto and made part hereof. RFP #437-14 was issued on March 25, 2014 to solicit qualified firms to provide annual audit services for the CITY.

The CITY's representative/liason during the performance of this Contract shall be Randy M. Sherman, Director of Finance and Administrative Services, 600 West Blue Heron Blvd., Riviera Beach, Florida 3344, email address: rsherman@rivierabch.com.

ARTICLE 2 - SCHEDULE

This is a five year contract. The CONSULTANT shall commence services on July 16, 2014 and complete all services by June 30, 2019.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. Generally - The CITY agrees to compensate the CONSULTANT as described in Exhibit "B". The total and cumulative amount of this Contract shall not exceed \$340,000, or the amount of funds annually budgeted for these services. The CITY shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the CONSULTANT providing deliverables to the CITY in conjunction with the scope of work contained in Exhibit "A," without specific, prior approval of the City's representative.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY's representative, indicating that services have been rendered in accordance with the Contract. Invoices will then be sent to the Finance Department for payment and will normally be paid within thirty (30) days following the CITY representative's approval.
- C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of receipts, invoices, or other documentation acceptable to the Finance

Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract as Exhibit "A". If eligible for reimbursement, the Finance Department requires that long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals or lodging expenses, which may be reimbursable under the terms of this Contract, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges, if not properly included in this final invoice, are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

E. Payments to the CONSULTANT shall be sent to:

Harvey, Covington & Thomas of South Florida, LLC
3816 Hollywood Boulevard, Suite 203
Hollywood, Florida 3302

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

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

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

ARTICLE 8 – SBE PARTICIPATION

Not Applicable.

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY's performance and obligation to pay under this Contract is contingent upon an annual approximation.

ARTICLE 11 - INSURANCE

- A. Prior to execution of this Contract by the CITY, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY's representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000.00 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by or contracting with the CONSULTANT.

- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the CONSULTANT or by anyone, directly or indirectly, employed by the CONSULTANT.
- E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, such party shall then, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured."

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by Florida law, the CONSULTANT shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct of the CONSULTANT, its agents, officers, or employees in the performance of services under this Contract.

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

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in

this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 14 - VENUE

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

ARTICLE 15 - REMEDIES

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

ARTICLE 16 - CONFLICT OF INTEREST

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

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

Further, please be advised, in accordance with section 112.313, Florida Statutes, and pertinent Opinions of the Florida Commission on Ethics, that if you or certain representatives of your company are a member of a CITY board, including an advisory board, you may be ineligible to enter into a contract/agreement with the CITY. If you are a member of a CITY board, including an advisory board,

prior to executing this contract, please contact the Florida Commission on Ethics at (850) 488-7864 to secure an informal advisory opinion regarding your eligibility to enter into this contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

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

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

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

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

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY's

prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports or similar and other data developed, or purchased, under this Contract for or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY.

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

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

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 29 - NOTICE

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

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

If sent to the CONSULTANT shall be mailed to:

**Harvey, Covington & Thomas of South Florida, LLC
ATTN: Roderick Harvey, CPA, CVA
3816 Hollywood Boulevard, Suite 203
Hollywood, Florida 33021**

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28-Modifications of Work.

ARTICLE 31 – PROTECTION OF WORK AND PROPERTY

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

ARTICLE 32 – TIME

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

ARTICLE 33 - TERMINOLOGY AND CAPTIONS

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

ARTICLE 34 - WAIVER

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

ARTICLE 35 - PREPARATION

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

ARTICLE 36 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONSULTANT fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

ARTICLE 37 - REPRESENTATIONS/BINDING AUTHORITY

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

ARTICLE 38 - EXHIBITS

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

ARTICLE 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

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

ARTICLE 40 - LEGAL EFFECT

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

ARTICLE 41 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 42 - SURVIVABILITY

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

ARTICLE 43 - DEFAULT

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

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

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

ARTICLE 44 - WAIVER OF SUBROGATION

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

ARTICLE 45 - RIGHT TO REVIEW

The CITY, by and through its Risk Management Division, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

ARTICLE 46 – WAIVER OF TRIAL BY JURY

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

ARTICLE 47 – PALM BEACH COUNTY INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009 as codified in 2-421 through 2-440 of the County's Code, the CONSULTANT acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed the ordinance and is aware of its rights and/or obligations under such ordinance.

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[SIGNATURES ON FOLLOWING PAGE]

CONTRACT WITH THE CITY OF RIVIERA BEACH

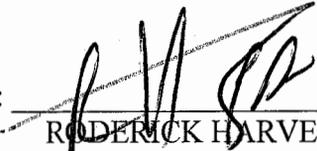
IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

SEAL

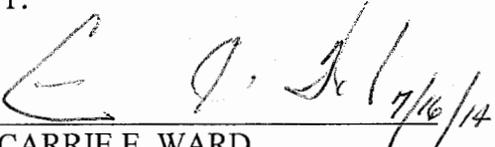
CITY OF RIVIERA BEACH

CONSULTANT

BY: 
THOMAS A. MASTERS
MAYOR

BY: 
RODERICK HARVEY, CPA, CVA
MANAGING MEMBER

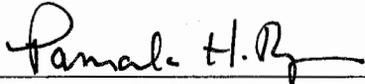
ATTEST:

BY:  7/16/14
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
RANDY M. SHERMAN
DIRECTOR OF FINANCE
AND ADMINISTRATIVE SERVICES

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

Date: 7/16/14

EXHIBIT A

SCOPE OF WORK

A. Financial Statements

The examination will be a financial and compliance audit in order to express an opinion on the fair presentation of the City's basic financial statements in conformity with generally accepted accounting principles. The auditor is not required to audit Management's Discussion and Analysis, other Required Supplementary Information and the Statistical section of the report. The scope of work will include:

1. An opinion is to be expressed on the combined and individual fund statements in relation to the basic financial statements.
2. The preparation of a Management Letter with appropriate suggestions for improvement of accounting procedures and internal controls for the City Council.
3. Preparation of the financial statements and related notes.

B. Reports to be Issued for the CITY

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue within six (6) months of the City's fiscal year-end:

1. A report for each entity on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. A report for each entity on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.
3. A report for each entity on compliance with applicable laws and regulations.
4. A Management Letter for each entity detailing deficiencies discovered during the course of the audit, with appropriate suggestions for material improvements of accounting procedures and internal controls for the City Council.
5. Schedules of federal and state financial assistance and related reports on the administering of federal and state financial assistance programs, if applicable.

In the required report on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report on internal controls. The report on compliance shall include all material instances of noncompliance. All non-material instances of noncompliance shall be reported in a separate Management Letter, which shall be referred to in the report on compliance.

C. Irregularities and Illegal Acts

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

- City Manager
- Director of Finance and Administrative Services
- City Attorney

D. Reporting to Management

Auditors shall assure themselves that the City is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards.
2. Significant accounting policies.
3. Management judgments and accounting estimates.
4. Significant audit adjustments.
5. Other information in documents containing audited financial statements.
6. Disagreements with management.
7. Management consultation with other accountants.
8. Major issues discussed with management prior to retention.
9. Difficulties encountered in performing the audit.

E. Additional Services

If during the contractual period covered by the agreement, additional services are needed, the accounting firm may, at the option of the City Council, be engaged to perform these services. Total compensation shall be negotiated separately for each service.

F. Working Papers

For a period of five (5) years after completion of any work provided herein, unless the firm is notified in writing by the City of the need to extend the retention period, the auditor's working papers shall be retained. The City Council, City Manager, City Attorney and/or Finance Director shall be entitled, at any time during such five (5) year period, to inspect and reproduce without charge, such documents as deemed necessary.

1-5 FIELD WORK

For the first year of the engagement, the audit field work should begin upon the execution of the audit contract (projected to be May 29, 2014).

A. Schedule for the FY 2014-2018 Audits:

Each of the following shall be completed by the auditor no later than the dates indicated unless special arrangements have been made:

10. Interim Work –

The auditor shall complete all interim work by August 15, 2014-18.

11. Detailed Audit Plan -

The auditor shall work with the Finance Department staff to develop a detailed audit plan by July 15, 2014-18, which shall include a final list of all schedules to be prepared by City staff before field work begins.

12. Field Work -

Field work will commence no later than January 15th, and be completed no later than February 15th.

13. Draft Reports -

Management understands that ultimate responsibility for the financial statements rests with them. The auditor agrees to prepare all required financial statements with accompanying notes and disclosures to be presented with the audit reports and recommendations to management in draft form.

14. Final Reports -

The auditor shall present final Comprehensive Annual Financial Statements by March 31st.

15. Conference and Progress Reports -

At a minimum, the following conferences are expected to be held with the auditor's field supervisor by the dates indicated:

Annual preliminary conference with the Director of Finance and Administrative Services: July 2014-18.

Progress conferences with the Director of Finance and Administrative Services or designee: as required.

Exit conference with the City Manager and Director of Finance no later than March 31st.

Presentation to the City Council at the first regular scheduled meeting in April.

The auditor shall deliver fifteen (15) paper copies and an electronic (Adobe) copy of the Audited Financial Statements.

EXHIBIT B

FEE SCHEDULE

Harvey, Covington & Thomas of South Florida, LLC

Fiscal Year Ending	All Inclusive Proposed Costs
September 30, 2014	\$ 65,000
September 30, 2015	\$ 66,000
September 30, 2016	\$ 68,000
September 30, 2017	\$ 70,000
September 30, 2018	\$ 71,000
	 \$340,000

Level of Professional	Hourly Rate	Qualifications	Responsibilities	Estimated Maximum No. of Hours
Managing Partner	\$225	CPA, CVA	PL/RPT	16
Audit Director	\$215	CPA	PL/RPT	100
Quality Review/ Technical Manager	\$215	CPA, CFE	PL/RPT	20
Audit Manager	\$200		FW	130
Senior Auditor	\$150	CPA	FW	120
Audit Staff	\$ 80	JD, MBA	FW	94
Administrative	\$ 40		RPT	14

1. HCT expects minimal out-of-cost expenses separate from the proposed fees for professional services. All Auditors are local, therefore HCT will incur no travel-related costs. Direct engagement-related expenses will include only CAFR printing/publication and delivery costs, which are considered de minimis.
2. Anticipated and not to exceed expenses to be billed to the Trust are equal to zero dollars (\$-0-).
3. Monthly progress billings are acceptable anticipated terms of payment for the Firm. Invoices shall show total professional hours for the engagement, with rates and extensions. As stated, HCT will not incur travel expenses.

RESOLUTION NO. 63-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE POLICE DEPARTMENT TO PURCHASE TWO (2) POLICE VEHICLES UNDER THE 2013 FLORIDA SHERIFF'S ASSOCIATION CONTRACT #13-21-0904, FROM DON REID FORD, INC OF MAITLAND, FLORIDA, IN THE AMOUNT OF \$53,846.00; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FROM THE INSURANCE FUND ACCOUNT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City can purchase two (2) vehicles under the 2013 Florida Sheriff's Association Purchasing Contract #13-21-0904, from Don Reid Ford, Inc., of Maitland, Florida; and

WHEREAS, the vehicles are "Police Package equipped" vehicles specially designed for Law Enforcement.

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

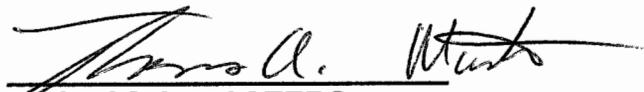
SECTION 1: The City Council approves the purchase of two (2) vehicles, from Don Reid Ford, Inc. through Florida Sheriff's Contract #13-21-0904.

SECTION 2: The City Council authorizes the Mayor and Director of Finance and Administrative Services to make payment to Don Reid Ford, Inc. in the amount of \$53,846.00 as follows:

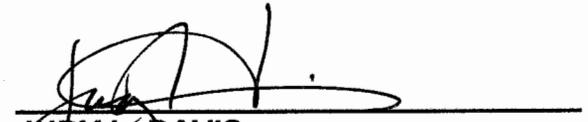
\$53,846.00 Insurance Fund Account 602-0539-513-0-4508

PASSED AND APPROVED this 16TH day of JULY, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR

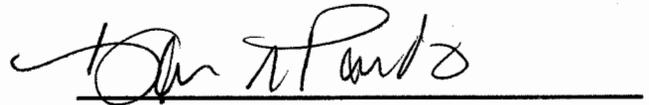


JUDY L. DAVIS
CHAIRPERSON

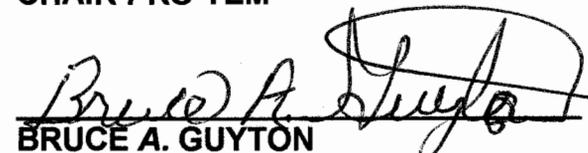
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



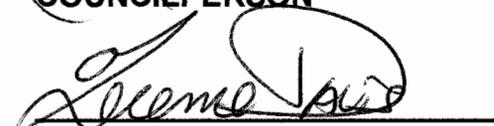
DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

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: _____

RESOLUTION NO. 64-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SETTING THE MAXIMUM MILLAGE RATE FOR FISCAL YEAR 2014-2015 AT A RATE OF 8.9980 MILLS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach City Council is required by Truth In Millage Compliance to set the maximum millage rate by the end of July ; and

WHEREAS, the City is also required to set the time and date of the first Public Hearing in September; and

WHEREAS, the public hearing cannot be the same date as the Board of County Commissioners or the School Board.

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

SECTION 1. The City Council set the maximum millage at 8.9980 mills for fiscal year 2014-2015.

SECTION 2. That the first public hearing be held in the City Council Chambers on Wednesday, September 3, 2014 at 6:00 p.m.

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

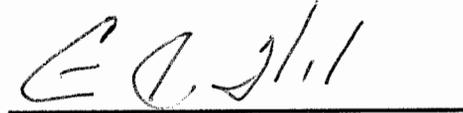
PASSED and APPROVED this 16 day of July, 2014.

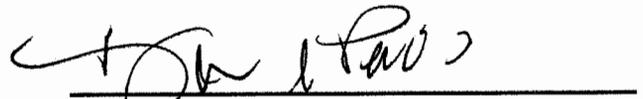
APPROVED:

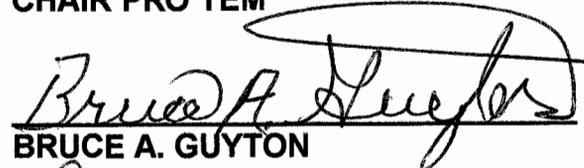

THOMAS A. MASTERS
MAYOR

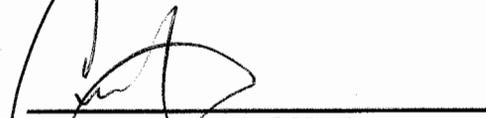

JUDY L. DAVIS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


BRUCE A. GUYTON
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: T. Davis

SECONDED BY: B. Guyton

J. DAVIS AYE

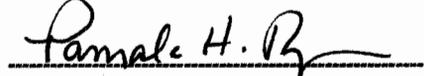
D. PARDO AYE

B. GUYTON AYE

C. THOMAS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 7/16/14

RESOLUTION NO. 65-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA AND THE CITY OF RIVIERA BEACH, FLORIDA FOR PARTICIPATION IN THE URBAN COUNTY PROGRAMS FOR FISCAL YEARS 2015-2017 IN ORDER TO RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT, EMERGENCY SOLUTIONS GRANT, AND HOME INVESTMENT PARTNERSHIPS FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County qualifies as an Urban County under the United States Department of Housing and Urban Development Regulations to receive Community Development Block Grant (CDBG) funds; and

WHEREAS, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, that a county must enter into Interlocal Cooperation Agreements with municipalities within its jurisdiction for the purposes of implementing CDBG funds with said municipalities; and

WHEREAS, Florida Statutes, 163, Part III, grant municipalities the power to participate in CDBG, Emergency Solutions Grant (ESG), and Home Investment Partnerships Program (HOME) activities; and

WHEREAS, the City of Riviera Beach is not an entitlement municipality and therefore is allowing their population to be included with Palm Beach County to continue the Urban County Program to allow for the implementation of the CDBG funds; and

WHEREAS, the existing Interlocal Cooperation Agreement with Palm Beach County will expire September 30, 2014; and

WHEREAS, Palm Beach County must enter into an Interlocal Cooperation Agreement with the City of Riviera Beach to receive CDBG, ESG, and HOME funds for Fiscal Years 2015, 2016, and 2017 for the City to be recipient of said funds; and

WHEREAS, the City of Riviera Beach is desirous of continuing its participation in the Urban County Program with Palm Beach County through the Interlocal Cooperation Agreement to be the recipient of CDBG, ESG, and HOME funds; and

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

SECTION 1. That the City of Riviera Beach agrees to enter into an Interlocal Cooperation Agreement with Palm Beach County in order for the City to be able to receive Community Development Block Grant (CDBG) Program, Emergency Solutions Grant (ESG) Program, and Home Investment Partnership Program (HOME) funds for Fiscal Years 2015, 2016, and 2017. A copy of the Palm Beach County Interlocal Cooperation Agreement has been enclosed and is made part of this resolution.

SECTION 2. The City Council finds that the Mayor and City Clerk are hereby authorized to sign the Interlocal Cooperation Agreement between Palm Beach County and the City of Riviera Beach.

SECTION 3. 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.

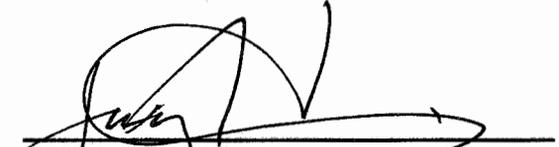
SECTION 4. This Resolution shall take effect immediately upon approval by City Council.

PASSED and APPROVED this 16 day of July, 2014.

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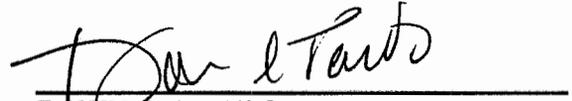
APPROVED:


THOMAS A. MASTERS
MAYOR

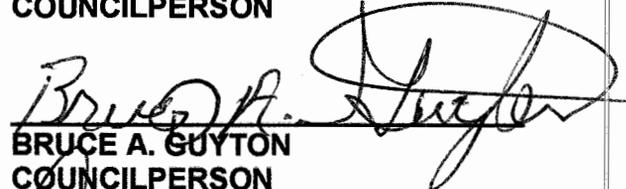

JUDY L. DAVIS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


TERENCE D. DAVIS
COUNCILPERSON


BRUCE A. GUYTON
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

J. DAVIS AYE

D. PARDO AYE

T. DAVIS AYE

B. GUYTON AYE

C. THOMAS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 7/16/14

RESOLUTION NO. 66-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE REQUEST FROM THE BOYS AND GIRLS CLUB OF PALM BEACH COUNTY, CURRENT LESSEE OF REAL PROPERTY OWNED BY THE CITY OF RIVIERA BEACH, LOCATED AT 221 WEST 13TH STREET, TO SUBLEASE SAID PROPERTY TO CHAMPS CHARTER SCHOOL IN ORDER TO OPERATE A K-5 CHARTER SCHOOL FOR UP TO 116 STUDENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 5, 2008, Resolution No. 142-08 authorized the execution of a lease agreement between the City of Riviera Beach (hereinafter "City") and the Boys and Girls Clubs of Palm Beach County, Inc. (hereinafter "Boys & Girls Club"), for 1.79(+/-) acres having frontage on West 13th Street, which is currently known as 221 West 13th Street; and

WHEREAS, the November 5, 2008 lease agreement (hereinafter "2008 agreement") amended an existing lease agreement between the City and the Boys & Girls Club dated January 17, 1996; and

WHEREAS, within the 2008 agreement, Section 1.04 provides for a fifty (50) year lease term and Section 2.01 states that rent is one dollar (\$1.00) each year; and

WHEREAS, Section 3.01 of the 2008 agreement outlines the purpose and use of the premises, described as, maintaining a recreational center, providing recreational/educational and youth development programs and for other public purposes, with attendant offices and meeting rooms necessary to provide recreational programs, and for no other purposes whatsoever, without the prior written consent of the City; and

WHEREAS, Section 7.02 of the 2008 agreement requires that any assignment or subletting of leasehold can only occur after written consent has been provided by the City; and

WHEREAS, the Boys & Girls Club has requested approval from the City to sublet the real property currently leased from the City to CHAMPS Charter School, Inc; and

WHEREAS, CHAMPS Charter School, Inc. desires to establish and operate a K-5 elementary charter school for up to 116 students within the existing Boys & Girls Club facility at 221 West 13th Street, currently leased from the City; and

WHEREAS, the City Council desires to provide consent to the Boys & Girls Club to enter into a sublease agreement with CHAMPS Charter School, Inc. in order to operate a K-5 elementary charter school for up to 116 students.

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 acknowledges that the request from the Boys & Girls Club to sublease the real property, currently known as 221 West 13th Street, to CHAMPS Charter School, Inc. is in accordance with the November 5, 2008 lease agreement, attached hereto as Exhibit "A" and made part of this resolution.

SECTION 2. The City Council finds that it is in the best interest of the City to approve the request from the Boys & Girls Club to enter into a sublease with CHAMPS Charter School, Inc.

SECTION 3. The City Council authorizes the Boys & Girls Club to enter into a five-year sublease with CHAMPS Charter School, Inc. in order to operate a K-5 elementary charter school for up to 116 students at 221 West 13th Street with the following conditions:

- a.** That the City Council will review the sublease in two years to ensure that the CHAMPS Charter School, Inc. is in substantial compliance with its mission, goals, and has demonstrated financial stability, etc. as set out in its sublease with the Boys and Girls Club.
- b.** If the City Council finds that the CHAMPS Charter School, Inc. is not in substantial compliance, then the Boys and Girls Club must terminate its sublease with CHAMPS Charter School, Inc. within thirty (30) days of such determination.

SECTION 4. Any request to extend the aforementioned five-year sublease between the Boys and Girls Club and CHAMPS Charter School, Inc. must be approved by City Council by resolution prior to execution of any sublease extension.

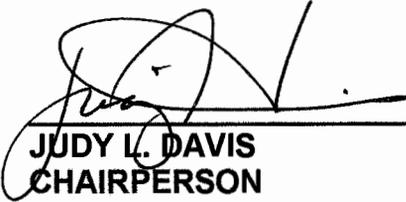
SECTION 5. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 16 day of July, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



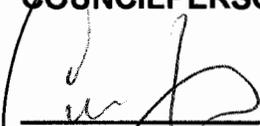
DAWN S. PARDO
CHAIR PRO TEM



TERENCE D. DAVIS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: Guyton

SECONDED BY: Thomas

J. DAVIS AYE

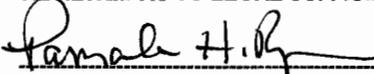
D. PARDO AYE

T. DAVIS NAY

B. GUYTON AYE

C. THOMAS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 7/16/14