

RESOLUTION NO. 82-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE RENEWAL OF LIFE INSURANCE COVERAGE WITH RELIANCE STANDARD LIFE INSURANCE COMPANY TO PROVIDE LIFE ISNURANCE FOR CITY EMPLOYEES FOR THE POLICY YEAR 2014-2015 AND AUTHORIZING THE DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES TO MAKE PAYMENTS FROM VARIOUS CITY DEPARTMENTAL ACCOUNTS IN THE TOTAL ANNUAL ESTIMATED AMOUNT NOT EXCEEDING \$70,000; PERIOD BEGINNING OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach is in need of renewing its Life Insurance; and,

WHEREAS, the City has received a rate pass for the sixth year from Reliance Standard Life Insurance; and,

WHEREAS, Reliance Standard is offering the City a one (1) year renewal.

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

SECTION 1. That staff is hereby authorized to bind coverage for the City of Riviera Beach for life insurance coverage with Reliance Standard Life Insurance Company for a period of one (1) year commencing October 1, 2014 through September 30, 2015.

SECTION 2. That the Director of Finance & Administrative Services is authorized to make payment for the City's contribution to the life insurance costs from various City departmental accounts in the total annual estimated amount not to exceed \$70,000 for life insurance for the policy year.

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

PASSED AND APPROVED THIS 3RD DAY OF SEPTEMBER 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

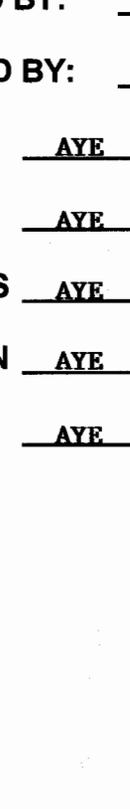
ATTEST:



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

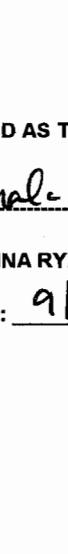
D. PARDO AYE

C. THOMAS AYE

B. GUYTON AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 9/3/14

RESOLUTION NO. 83-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE RENEWAL OF DENTAL INSURANCE COVERAGE WITH SOLSTICE BENEFITS, INC., 7901 SW 6TH COURT, #400, PLANATION, FL 33324 TO PROVIDE DENTAL INSURANCE FOR CITY EMPLOYEES FOR THE POLICY YEAR 2014-2015; AND AUTHORIZING THE DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES TO MAKE PAYMENTS FROM VARIOUS CITY DEPARTMENTAL ACCOUNTS IN THE ESTIMATED ANNUAL TOTAL AMOUNT OF \$57,000.00 FOR DENTAL INSURANCE; PERIOD BEGINNING OCTOBER 1, 2014 – SEPTEMBER 30, 2015; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach is in need of renewing its dental insurance;
and

WHEREAS, the City has received a rate pass for the fifth year from Solstice Benefits; and,

WHEREAS, staff recommends renewal of the City's dental insurance coverage with Solstice Benefits, Inc.

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

SECTION 1. That staff is hereby authorized to bind coverage for the City of Riviera Beach for dental insurance coverage with Solstice Benefits, Inc. for a period of one (1) year commencing October 1, 2014 through September 30, 2015.

SECTION 2. That the Director of Finance & Administrative Services is authorized to make payment for the City's contribution to the dental insurance costs from various City departmental accounts in the estimated annual total amount of \$57,000.00 for dental insurance.

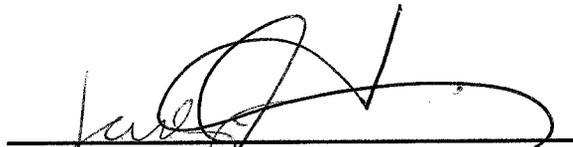
SECTION 3. This Resolution shall take effect immediately upon its passage and adoption by the City Council.

PASSED AND APPROVED this 3RD day of SEPTEMBER, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR

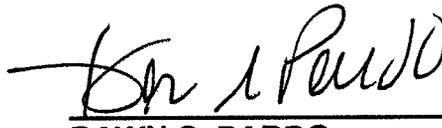


JUDY L. DAVIS
CHAIRPERSON

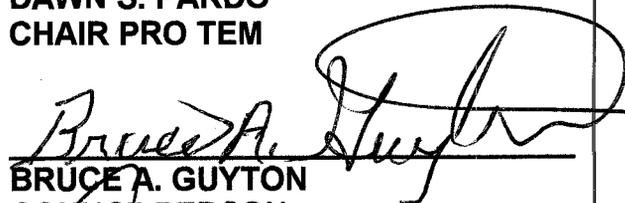
ATTEST:



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

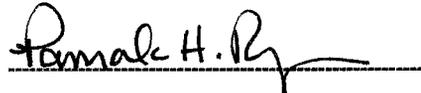
D. PARDO AYE

C. THOMAS AYE

B. GUYTON AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 9/3/14

/cbw7/3/13

RESOLUTION NO. 84-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND RATIFYING THE 2014-2017 BARGAINING AGREEMENT COMMENCING OCTOBER 1, 2014 TO SEPTEMBER 30, 2017 BETWEEN THE CITY OF RIVIERA BEACH AND THE PROFESSIONAL FIREFIGHTER/PARAMEDICS OF PALM BEACH COUNTY, LOCAL 2928, IAFF, INC., AN ORGANIZATION REPRESENTING THE FIREFIGHTER/PARAMEDICS OF THE CITY OF RIVIERA BEACH TO INCLUDE THE INCREASE IN SALARY FOR THE EMPLOYEES; APPROVING THE CITY MANAGER'S EXECUTION AND AUTHORIZING THE CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach ("City") has a labor agreement with the Professional Firefighter/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. ("IAFF"); and

WHEREAS, both the City staff and the Union attended thirteen (13) intense negotiation sessions developing the framework of a new labor agreement; and

WHEREAS, after negotiating since February 11, 2011, City staff and IAFF arrived at a three (3) year Agreement commencing October 1, 2014 – September 30, 2017 with no wage re-opener or retroactive provisions of the agreement; and

WHEREAS, IAFF members ratified the Agreement on August 25 and 26, 2014; and

WHEREAS, effective upon ratification of the bargaining agreement by both parties, new employees hired after ratification shall participate in the Florida Retirement System (FRS) rather than the Riviera Beach Municipal Firefighters' Pension Trust Fund if the City Council determines by ordinance to move to the FRS.

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 approves and ratifies the collective bargaining agreement between the City and IAFF for the October 1, 2014 – September 30, 2017 period, which was executed by the City Manager on behalf of the City.

SECTION 2. That the City Clerk is authorized to execute the Agreement as provided in the Agreement, which is attached hereto.

SECTION 3. That City Council authorizes the salary adjustments and revised salary schedule as set out in Article 10: Wages of the Agreement.

SECTION 4. That this Resolution shall take effect upon approval by City Council.

PASSED AND APPROVED this 3RD day of SEPTEMBER, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR

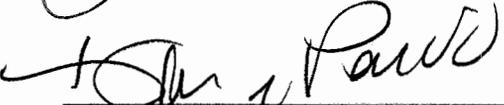


JUDY L. DAVIS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

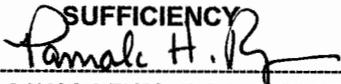
J. DAVIS AYE

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: 9/3/14

RESOLUTION NO. 85-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE GRANT FUNDS FROM THE BULLET PROOF VEST PARTNERSHIP GRANT PROGRAM (BVP); AUTHORIZING THE TRANSFER OF A REQUIRED CASH MATCH TOTALING \$6,203.59, FROM THE LAW ENFORCEMENT TRUST FUND – LOCAL; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET-UP A BUDGET FOR THE BVP GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bureau of Justice has established a Bullet Proof Vest Partnership Grant Program; and

WHEREAS, the grant program will fund request for funds to help purchase bulletproof vests for law enforcement officers during the fiscal year; and

WHEREAS, the City has been awarded grant funds in the amount of \$6,203.59, with a required cash match of \$6,203.59.

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 is authorized to accept grant funds in the amount of \$6,203.59 from the Bulletproof Vest Partnership Grant Program.

SECTION 2: The Director of Finance and Administrative Services is authorized to transfer the required case match of \$6,203.59 from the Law Enforcement Trust Fund – Local to set up a budget for the Bulletproof Vest Partnership Grant Program as follows:

Fund Amount	Account Number	Account Description	
Revenue	113-00-331200	Federal Grant	\$6,203.59
	150-00-358200	Transfer: LETF-Local – Cash Match	\$6,203.59
Expenditure	113-0818-521-0-5201	Bulletproof Vests (TBD by Finance)	\$6,203.59
	150-0817-521-0-5250	Bulletproof Vest–Match (TBD by Finance)	\$6,203.59

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

PASSED AND APPROVED this 3RD day of SEPTEMBER, 2014.

APPROVED:

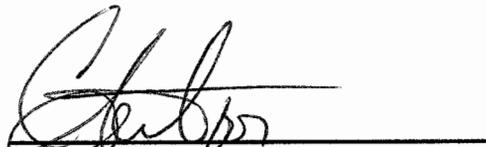


THOMAS A. MASTERS
MAYOR

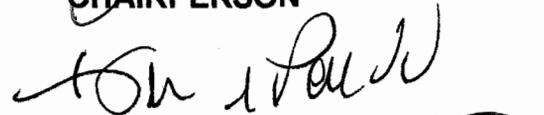


JUDY L. DAVIS
CHAIRPERSON

ATTEST:



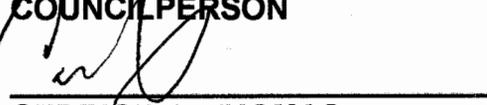
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN 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

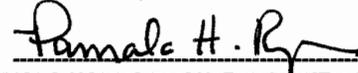
D. PARDO AYE

B. GUYTON AYE

C. THOMAS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 9/3/14

RESOLUTION NO. 86-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF VARIOUS AUDIO AND VIDEO COMPONENTS FROM PRO SOUND AND VIDEO BY PIGGYBACKING THE SCHOOL BOARD OF BROWARD COUNTY CONTRACT NUMBER 12-045E IN AN AMOUNT NOT TO EXCEED \$125,000; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 309-0202-519-1-6201 FOR THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the existing audio and video equipment is antiquated and operationally inefficient; and

WHEREAS, in order to produce higher quality video and audio the existing equipment needs to be replaced; and

WHEREAS, the department desires to purchase various pieces of audio and video equipment that will significantly improve the audio and video output.

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

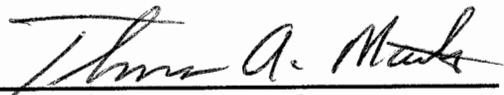
SECTION 1. The City Council authorizes the purchase of various audio and video components from Pro Sound and Video by piggybacking the School Board of Broward County Contract number 12-045E.

SECTION 2. The Director of Finance and Administrative Services is authorized to make payment for same from account number 309-0202-519-1-6201 in an amount not to exceed \$125,000.

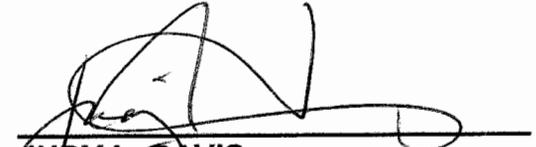
SECTION 3. That the Resolution take effect upon its passage and approval by City Council.

PASSED and APPROVED this 3RD day of SEPTEMBER, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

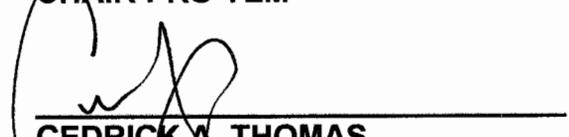
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



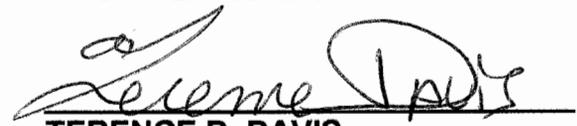
DAWN S. PARDO
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

B. GUYTON AYE

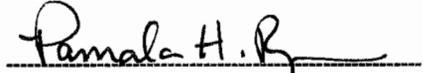
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 9/3/14

RESOLUTION NO. 87-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE LONG RANGE STRATEGIC PLAN 2014 – 2017 FOR THE RIVIERA BEACH PUBLIC LIBRARY, A REQUIREMENT FOR STATE AID TO LIBRARIES GRANT FUNDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, effective July 1, 2003, the Florida Legislature amended Chapter 257 Florida Statutes to allow application for State Aid to Libraries Grant Funding by municipalities; and

WHEREAS, in order to meet the requirements for application of State Aid to Libraries Grant Funding, the City of Riviera Beach is required to approve submission of its Long Range Strategic Plan 2014 – 2017; and

WHEREAS, the City of Riviera Beach already entitles all residents, property owners, children who attend public schools within the City of Riviera Beach, teachers and staff of public schools within its municipal boundaries and municipal employees, the procurement of free library services; and

WHEREAS, the City Council of the City of Riviera Beach, Florida, deems that it is best to allow all residents of Palm Beach County, Florida, the procurement of a free library card, so that the City of Riviera Beach may qualify for State Aid to Libraries Grant Funding under Chapter 257 Florida Statutes.

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

SECTION 1. The City Council hereby authorizes the approval of the Riviera Beach Public Library Long Range Strategic Plan 2014 – 2017.

SECTION 2. The Riviera Beach Public Library will plan, implement and execute programs to support the activities of the Riviera Beach Public Library Long Range Strategic Plan 2014 – 2017.

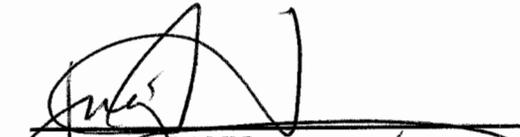
SECTION 3. The Riviera Beach Public Library will promote services and initiatives to meet an overall exemplary level, as adopted by the Standards for Florida Public Libraries.

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

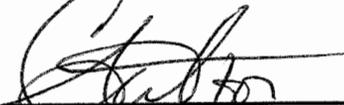
Passed and Approved this 3RD day of SEPTEMBER, 2014.

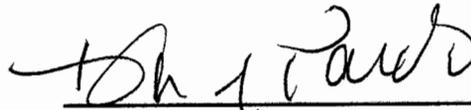
APPROVED:


THOMAS A. MASTERS
MAYOR

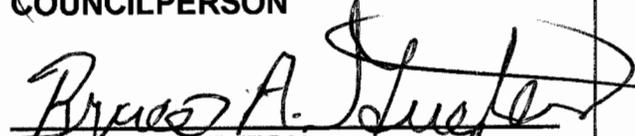

JUDY L. DAVIS
CHAIRPERSON

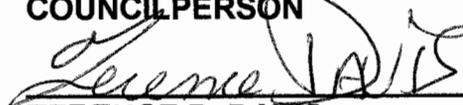
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON


BRUCE A. GUYTON
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COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: D. PARDO

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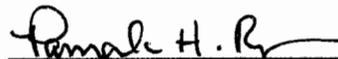
D. PARDO AYE

C. THOMAS AYE

B. GUYTON AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

9/3/14
DATE

RESOLUTION NO. 88 - 14

A RESOLUTION OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA (THE "CITY"); AUTHORIZING THE ISSUANCE OF PUBLIC IMPROVEMENT REVENUE BONDS IN ONE OR MORE SERIES FOR THE PURPOSE OF FINANCING THE COSTS OF (A) ACQUIRING, CONSTRUCTING AND INSTALLING CAPITAL AND NON-CAPITAL PROJECTS FOR THE BENEFIT OF THE CITY AND MAKING LOANS TO THE CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, AND (B) REFUNDING PRIOR OBLIGATIONS ISSUED BY OR ON BEHALF OF THE CITY, AND ALL OTHER COSTS NECESSARY OR INCIDENTAL THERETO; PROVIDING FOR THE TERMS AND PAYMENT OF SUCH BONDS; PROVIDING FOR THE RIGHTS, SECURITY AND REMEDIES OF THE HOLDERS THEREOF; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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WHEREAS, the City of Riviera Beach, Palm Beach County, Florida, a Florida municipal corporation (the "City") is authorized by Chapter 166, Florida Statutes and other applicable provisions of law to incur indebtedness for the purpose of financing the costs of acquiring, constructing and installing capital and non capital projects for the benefit of the residents of the City and making loans to the City's Community Redevelopment Agency ("CRA") and all other costs necessary or incidental thereto (each, a "Project"); and

WHEREAS, the City may issue its indebtedness in the form of bonds payable from legally available Non-Ad Valorem Revenues (as defined herein) budgeted and appropriated therefor in each year in accordance with the Act (as defined herein); and

WHEREAS, as additional security for the payment of the principal of and interest on the Bonds (as defined herein), the City may cause to be delivered a bond insurance policy, letter of credit, guaranty, surety bond or other agreement pursuant to which the issuer thereof will agree to make available funds for the timely payment of the principal of and interest on all or a portion of the Bonds; and

WHEREAS, the City Council of the City (the "City Council"), hereby finds it necessary and in the best interest of the City to authorize the issuance from time to time of its Public Improvement Revenue Bonds, to be issued in one or more series (the "Bonds") for the purpose of financing the costs of acquiring, constructing, and installing Projects (or to refund indebtedness previously issued by or for the benefit of the City) and all costs necessary or incidental thereto, to pay the costs of issuance of such Bonds, and if deemed necessary, to fund a reserve and the costs of a Credit Facility (as defined herein); and

WHEREAS, the Bonds authorized under this Resolution will be payable from Non-Ad Valorem Revenues, subject and subordinate to the payment from the sources of Non-Ad Valorem Revenues pledged thereto of the principal of and interest on any other obligations heretofore or hereafter issued which have a prior pledge on any source of Non-Ad Valorem Revenues and are permitted to be issued under the terms of this Resolution.

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

**ARTICLE I
DEFINITIONS AND STATUTORY AUTHORITY**

SECTION 1. DEFINITIONS. Unless the context indicates otherwise all terms used in this Resolution shall have the following meanings:

"ACCRETED VALUE" shall mean as of any date of computation with respect to any Capital Appreciation Bond, the amount set forth as of such date in the Supplemental Resolution authorizing such Capital Appreciation Bond plus, with respect

to matters related to the payment upon redemption or other payment of such Capital Appreciation Bond, if such date of computation shall not be an Interest Payment Date, a portion of the difference between the Accreted Value as of the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance) and the Accreted Value as of the immediately succeeding Interest Payment Date, calculated based on the assumption that Accreted Value accrues during any semiannual period in equal daily amounts on the basis of a year of twelve 30-day months.

“ACCRUED AGGREGATE DEBT SERVICE” shall mean, as of any date of calculation, an amount equal to the sum of the amounts of accrued Debt Service with respect to all Series of Bonds, calculating the accrued Debt Service with respect to each Series at an amount equal to the sum of (i) interest on the Bonds of such Series accrued and unpaid and to accrue to the date of calculation, and (ii) principal payments due and unpaid and that portion of the principal for such Series next due which would have accrued (if deemed to accrue in the manner set forth in the definition of Debt Service) to the end of such period.

“ACT” shall mean the Constitution and laws of the State of Florida, including particularly, Chapter 166 of the Florida Statutes, the City Charter and other applicable provisions of law.

“ALTERNATE CREDIT FACILITY” shall mean any Alternate Credit Facility issued pursuant to Article VIII, Section 2 of this Resolution.

“AUTHORIZED DENOMINATIONS” shall mean, with respect to any Series of Bonds issued hereunder, denominations of \$5,000 or any integral multiple thereof, except as may be otherwise provided in the Supplemental Resolution authorizing such Series.

“BENEFICIAL OWNER” shall mean, other than with respect to Article II, Section 11 of this Resolution, during any period the Bonds are registered under the Book-Entry System, any purchaser of a Bond and others who acquire a beneficial ownership interest in a Bond held by the Securities Depository. In determining the Beneficial Owner of any Bond, the City, the Paying Agent, the Registrar and the Credit Facility Issuer, if any, may rely exclusively upon written representations made, and information given to the City, the Paying Agent, the Registrar or the Credit Facility Issuer, as the case may be, by the Securities Depository or its Participants with respect to any Bond held by the Securities Depository in which a beneficial ownership interest is claimed. With respect to Replacement Bonds, the City, the Paying Agent, the Registrar, and the Credit Facility Issuer, if any, shall consider the owner of any such Replacement Bond as registered on the registration books of the City maintained by the Registrar to be the Beneficial Owner thereof. “Beneficial Owner” shall mean, for purposes of Article II, Section 11 of this Resolution only, unless otherwise required by law, any person which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose

of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

“BOND COUNSEL” shall mean an attorney at law or firm of attorneys selected by the City of nationally-recognized experience in matters pertaining to the validity of, and exclusion from gross income for federal income tax purposes of interest on, the obligations of states and their political subdivisions.

“BONDHOLDER” or “HOLDER” or “OWNER” or any similar term shall mean any person who shall be the registered owner of any Bond or Bonds Outstanding under the terms of this Resolution.

“BOND INSURANCE POLICY” shall mean an insurance policy issued for the benefit of the Holders of any Bonds, pursuant to which the Bond Insurer shall be obligated to pay when due the scheduled payment of principal of and interest on such Bonds to the extent of any deficiency in the amounts in the funds and accounts created under this Resolution, in the manner and in accordance with the terms provided in such Bond Insurance Policy.

“BOND INSURER” shall mean the issuer of a Bond Insurance Policy with respect to the Bonds, or any successor thereto or assignee thereof.

“BONDS” shall mean the City of Riviera Beach, Palm Beach County, Florida Public Improvement Revenue Bonds authorized to be issued pursuant to this Resolution, which Bonds may be issued at one time or from time to time in more than one Series. The Series designation or any change in the name of any Series of Bonds shall be provided in the Supplemental Resolution authorizing such Series.

“BOOK-ENTRY SYSTEM” shall mean the system under which the City may (but shall not be required to) issue the Bonds of a particular Series and maintain the registration for such Bonds in book-entry only form.

“BUSINESS DAY” shall mean any day, except a Saturday or Sunday, on which commercial banks located in New York, New York, and the cities in which the designated offices of the Registrar, the Paying Agent, and the Credit Facility Issuer, if any, in the United States of America, are located are not required or authorized by law to remain closed and on which the New York Stock Exchange is not closed.

“CAPITAL APPRECIATION BONDS” shall mean those Bonds issued under this Resolution, as to which interest is compounded periodically on each of the applicable periodic dates designated for compounding, and payable in an amount equal to the then current Accreted Value only at the maturity, earlier redemption or other payment date therefor, all as so designated by the Supplemental Resolution relating to the issuance thereof, and which may be either Serial Bonds or Term Bonds.

“CHIEF FINANCIAL OFFICER” or “FINANCE DIRECTOR” shall mean the chief financial officer of the City as defined in Section 218.403, Florida Statutes.

“CITY” shall mean the City of Riviera Beach, Palm Beach County, Florida, a Florida municipal corporation, or its successor.

“CITY CHARTER” shall mean the Charter of the City, as amended and supplemented.

“CITY COUNCIL” shall mean the City Council of the City of Riviera Beach, Palm Beach County, Florida, or its successor in function.

“CITY MONEYS” shall mean the moneys budgeted and appropriated by the City, and deposited into the Sinking Fund or any other Fund established hereunder, from Non-Ad Valorem Revenues pursuant to the City's covenant to budget and appropriate Non-Ad Valorem Revenues contained in Article III, Section 2 of this Resolution.

“CLERK” shall mean the City Clerk or any Deputy City Clerk.

“CODE” shall mean the Internal Revenue Code of 1986, as amended, and applicable corresponding provisions of any future laws of the United States of America relating to federal income taxation, and except as otherwise provided herein or required by the context thereof, includes interpretations thereof contained or set forth in the applicable regulations of the Department of Treasury (including applicable final regulations, temporary regulations, and proposed regulations), the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings), and applicable court rulings.

“COST” or “COST OF THE PROJECT” with respect to a Series Project, shall mean the City's costs properly attributable to the construction, improvement, extension, acquisition, or installation thereof, including but not limited to, the cost of acquisition by or for the City of real or personal property or other interest therein, including, but not limited to, easements and rights-of-way, costs of physical construction, and costs of the City incidental to such construction, improvement, extension, acquisition or installation, the cost of any indemnity and surety bonds and premiums on allowed insurance during construction for on-site and off-site improvements, interest on the Bonds prior to, during and for not exceeding one year after the completion of the Project, engineering, architectural and project management expenses, legal fees and expenses, costs of audits, fees and expenses of the fiduciaries and financial consultants and costs of financing, administrative and general overhead, including the costs of any Credit Facility and/or Reserve Account Credit Facility for the Bonds, the costs of issuing the Bonds, the costs of keeping accounts and making reports required by this Resolution or any Supplemental Resolution prior to commencement of operation of such Project, payments when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the City (other than the Bonds) incurred for such Project, costs of machinery, equipment and supplies, and such other expenses as

may be necessary for, or incidental to, the acquisition and construction of the Project or incurred by the City in connection with the issuance of the Bonds (including, if so permitted by an Opinion of Bond Counsel, reimbursement to the City for any such items of cost theretofore paid by or on behalf of the City).

“CREDIT FACILITY AGREEMENT” shall mean an agreement, if any, between the City and a Credit Facility Issuer pursuant to which a Credit Facility is issued.

“CREDIT FACILITY” or “CREDIT FACILITIES” shall mean, either individually or collectively, as appropriate, any Bond Insurance Policy, surety bond, Letter of Credit, line of credit, guaranty, or such other instrument or instruments that would enhance the credit of the Bonds or a Series thereof. The term Credit Facility shall not mean a Reserve Account Credit Facility.

“CREDIT FACILITY ISSUER” shall mean the provider of a Credit Facility.

“DATE OF ISSUE” shall mean the date any Series of Bonds are first authenticated and delivered pursuant to this Resolution.

“DEBT SERVICE” for any period shall mean, as of any date of calculation and with respect to any Series of Bonds, an amount equal to the sum of (i) interest accruing during such period on the Bonds of such Series, except to the extent that such interest is to be paid from deposits made from Bond proceeds into the Principal and Interest Account in the Sinking Fund and (ii) that portion of each principal payment for such Series which would accrue during such period if such principal payment were deemed to accrue daily in equal amounts from the next preceding principal payment due date for such Series (or, if there shall be no such preceding principal payment, from a date one year preceding the due date of such principal payment or from the Date of Issue of the Bonds of such Series, whichever date is later). Such interest and principal payments for such Series shall be calculated on the assumption that no Bonds of such Series Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of each principal payment on the due date thereof. The term “principal payment,” as used above in this definition, shall include any payment of principal on a Bond whether at maturity or upon earlier redemption.

“DEBT SERVICE RESERVE REQUIREMENT” shall mean the amount required to be on deposit in the subaccount of the Debt Service Reserve Account to be created and established under the Supplemental Resolution with respect to each Series of Bonds issued hereunder, which amount shall equal the least of: (a) the maximum annual aggregate amount of Debt Service on such Series of Bonds Outstanding for the then current or any future Fiscal Year, (b) one hundred twenty-five percent (125%) of the average annual amount of Debt Service on such Series of Bonds Outstanding for the then current or any future Fiscal Year, or (c) ten percent (10%) of the principal amount of the Bonds of such Series or the issue price of the Bonds of such Series, if the Bonds of such Series have more than a de minimis amount of original issue discount or

premium (as such terms are used under the Code for such purpose). All or a portion of such Debt Service Reserve Requirement may be satisfied by obtaining a Reserve Account Credit Facility with the requisite coverage. Amounts on deposit in each subaccount of the Debt Service Reserve Account shall only secure the Series of Bonds to which such subaccount relates. Notwithstanding the foregoing, the City may determine by Supplemental Resolution authorizing any Series of Bonds issued hereunder that such Series will not have a Debt Service Reserve Requirement or that the Debt Service Reserve Requirement will be less than that hereinabove set forth.

“DEFEASANCE OBLIGATIONS” shall mean, to the extent permitted by law:

(a) Government Obligations which are not callable prior to maturity except by the holder thereof;

(b) any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (i) which are not callable prior to maturity or as to which irrevocable instructions have been given to the trustee of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (ii) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or obligations of the character described in clause (a) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the redemption date or dates specified in the irrevocable instructions referred to in subclause (i) of this clause (b), as appropriate, and (iii) as to which the principal of and interest on the bonds and obligations of the character described in clause (a) hereof which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (b) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (i) of this clause (b), as appropriate; and

(c) evidences of ownership of proportionate interests in future interest and principal payments on obligations described in (a) held by a bank or trust company as custodian.

“EVENT OF DEFAULT” as used herein shall have the meaning specified in Article VI, Section 1 hereof.

“FEDERAL DIRECT PAYMENTS” shall mean direct payments from the United States that the City becomes entitled to as a result of the issuance of any Series.

"FITCH" shall mean Fitch, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Registrar and the Paying Agent.

"FISCAL YEAR" shall mean that period commencing on October 1 and continuing to and including the next succeeding September 30, or such other annual period as may be prescribed by law.

"GOVERNMENT OBLIGATIONS" shall mean negotiable direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed by, the United States of America.

"INTEREST PAYMENT DATES" shall mean such dates as established by Supplemental Resolution for the payment of interest or principal on each Series.

"INVESTMENT OBLIGATIONS" shall mean, to the extent permitted by law (i) U.S. Obligations, and (ii) all other investments permitted under the laws of Florida and consistent with the investment policies of the City and, if required as a condition of obtaining a Credit Facility, acceptable to the Credit Facility Issuer, which additional Investment Obligations will be set forth in a Supplemental Resolution relating to a Series of Bonds secured by a Credit Facility.

"LETTER OF CREDIT" shall mean any Credit Facility consisting of an unconditional, irrevocable letter of credit issued by a financial institution.

"MAXIMUM DEBT SERVICE" shall mean, at any time, the maximum amount required in the then-current or any future Fiscal Year to pay (a) all Non-Self-Supporting Debt, and (b) any proposed indebtedness of the City (i) which will be payable from Non-Ad Valorem Revenues, or (ii) for which any Non-Ad Valorem Revenues will be pledged.

"MAXIMUM INTEREST RATE" shall mean the maximum interest rate allowable by applicable law.

"MAYOR" shall mean the Mayor of the City, or in his or her absence, the Chairperson of the City Council, or in both of their absence any other officer of the City Council, or, in the absence of an officer, any other member of the City Council.

"MOODY'S" shall mean Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Registrar and the Paying Agent.

“NON-AD VALOREM REVENUES” shall mean legally available revenues of the City derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the City of debt service on the Bonds, after the payment from the sources of Non-Ad Valorem Revenues pledged thereto of the principal of and interest on any other obligations of the City heretofore or hereafter issued which have a prior pledge on any source of the Non-Ad Valorem Revenues; provided, however, that for the purposes of the anti-dilution test set forth in Article III, Section 9(b) of this Resolution, “Non-Ad Valorem Revenues” shall mean all legally available revenues of the City derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the City of Non-Self-Supporting Debt, excluding non-ad valorem special assessments which are exclusively pledged to the payment of Special Assessment Obligations and Federal Direct Payments. For purposes of this Resolution, fees imposed by the City in connection with new construction, which fees are used to pay for the cost of new facilities and equipment, the need for which is in whole or in part the result of such new construction (commonly referred to as “impact fees”), are not considered legally available.

“NON-SELF-SUPPORTING DEBT” shall mean debt obligations of the City other than debt obligations relating to an enterprise fund, or general obligation bonds of the City or Special Assessment Obligations.

“NON-SELF-SUPPORTING DEBT SERVICE” shall mean the Debt Service on Non-Self-Supporting Debt. In calculating Debt Service on any Non-Self Supporting Debt, interest payments on any Bonds which are eligible to receive Federal Direct Payments shall be calculated net of expected receipt of such Federal Direct Payments.

“OPINION OF BOND COUNSEL” shall mean an opinion signed by Bond Counsel.

“OUTSTANDING” when used as of any particular time with reference to the Bonds, shall mean all Bonds theretofore authenticated and delivered by the Registrar under this Resolution except:

(a) Bonds theretofore canceled by the Registrar or surrendered to the Registrar for cancellation;

(b) Bonds for the payment or redemption of which money or securities in the necessary amount (as provided in Article V hereof) shall have heretofore been deposited with the Paying Agent or other financial institution or bank selected by the City (whether upon or prior to the maturity or the redemption date of such Bonds), provided that, if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in Article II, Section 5 hereof or provision satisfactory to the Paying Agent or other

financial institution or bank selected by the City shall have been made for the giving of such notice; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Registrar pursuant to the terms of Article II, Section 9 hereof.

"PARTICIPANTS" shall mean brokers, dealers, banks and other financial institutions and other persons for whom, from time to time, the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository.

"PAYING AGENT" shall mean the City or a commercial bank or trust company designated as such in the Supplemental Resolution authorizing each Series of Bonds issued hereunder.

"PLEGGED REVENUES" shall mean (a) City Moneys, (b) any proceeds of Bonds originally deposited with the City and all moneys deposited and held from time to time by the City in the funds (other than the Rebate Fund) and accounts established under this Resolution in each case until applied in accordance with this Resolution, (c) investment income received by the City in the funds (other than the Rebate Fund) and accounts established under this Resolution, and (d) any other moneys received by the Paying Agent in connection with repayment of the Bonds.

"PROJECT" shall mean, collectively, the Series Projects, each of which shall be a capital or non capital project for the benefit of the residents of the City or a loan to the City's Community Redevelopment Agency ("CRA").

"RATING AGENCY" or "AGENCIES" shall mean each nationally recognized securities rating agency which shall have a rating then in effect with respect to the Bonds.

"REBATE AMOUNT" shall mean the excess of the future value, as of the computation date, of all receipts on all nonpurpose investments (as defined in Section 1.148-1(b) of the Income Tax Regulations) over the future value, as of that date, of all payments on nonpurpose investments, all as provided by the Income Tax Regulations under the Code implementing Section 148 thereof.

"REBATE YEAR" shall mean, with respect to each Series, a one-year period (or shorter initial period from the Date of Issue of such Series) that ends at the close of business on the day in the calendar year selected by the City as the last day of a Rebate Year. The final Rebate Year, however, shall end on the date of final maturity of such Series.

“RECORD DATE” shall mean the fifteenth day of the calendar month next preceding any Interest Payment Date; provided, however, that if such day is not a Business Day then the next preceding Business Day.

“REGISTRAR” shall mean the City or a commercial bank or trust company designated as such in the Supplemental Resolution authorizing each Series of Bonds issued hereunder.

“REPLACEMENT BONDS” shall mean certificated Bonds, authenticated and delivered pursuant to the terms and provisions of this Resolution, if the City or the Securities Depository discontinues the Book-Entry System.

“RESERVE ACCOUNT CREDIT FACILITY” shall mean the insurance policy, surety bond or other evidence of insurance acceptable to the City and the Credit Facility Issuer, if any, or Letter of Credit, acceptable to the City and the Credit Facility Issuer, if any, deposited in the Debt Service Reserve Account in lieu of or in substitution for cash or securities on deposit therein as provided in Article III, Section 7 hereof.

“RESERVE ACCOUNT CREDIT FACILITY ISSUER” shall mean the issuer of any Reserve Account Credit Facility with respect to a Series of the Bonds, or any successor thereto or assignee thereof.

“RESOLUTION” shall mean this Resolution as the same may from time to time be amended and supplemented in accordance with the terms hereof.

“S&P” shall mean Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Registrar and the Paying Agent.

“SECURITIES DEPOSITORY” shall mean The Depository Trust Company, New York, New York, and its successors and assigns, or a successor clearing agency designated pursuant to the terms and provisions of this Resolution and its successors and assigns.

“SERIAL BONDS” shall mean those Bonds which shall be designated as Serial Bonds by Supplemental Resolution or, if authorized by Supplemental Resolution, in a bond purchase agreement or closing certificate of the City, the principal of which shall be payable at their stated maturity.

“SERIES” shall mean all of the Bonds authenticated, issued and delivered at one time under and pursuant to the terms of this Resolution or any Supplemental Resolution or any Bonds thereafter authenticated and delivered in lieu of or in substitution for such

Bonds pursuant to the terms and provisions of this Resolution, regardless of variations in maturity, interest rate or other provisions relating to the applicable Series of Bonds.

“SERIES PROJECT” shall mean the Project identified in the Supplemental Resolution authorizing each Series of Bonds issued hereunder and facilities and improvements necessary and appurtenant thereto, both on-site and off-site, as modified from time to time in accordance with the provisions hereof. The Series Project established on a Date of Issue may not be changed or substituted in any way that would cause a material change in the purpose for which such Series of Bonds were issued unless prior to such change or substitution the City receives an Opinion of Bond Counsel to the effect that such change or substitution will not, in and of itself, adversely affect the exclusion of interest on such Series of Bonds from gross income of the Holders thereof for federal income tax purposes.

“SPECIAL ASSESSMENT OBLIGATIONS” shall mean indebtedness payable from and secured solely by non-ad valorem special assessments, but shall not include any indebtedness that is secured in whole or in part by the City’s covenant to budget and appropriate from Non-Ad Valorem Revenues.

“SUPPLEMENTAL RESOLUTION” shall mean the resolution or resolutions of the City Council setting forth the details of each Series of Bonds issued hereunder.

“TERM BONDS” shall mean those Bonds which shall be designated as Term Bonds by Supplemental Resolution or, if authorized by Supplemental Resolution, in a bond purchase agreement or closing certificate of the City, and which are subject to mandatory redemption by amortization installments.

“U.S. OBLIGATIONS” shall mean the direct obligations of, or obligations on which, the timely payment of principal and interest are unconditionally guaranteed by the United States of America, and certificates which evidence ownership of the right to the payment of the principal of, or interest on, such obligations.

“WRITTEN CONSENT,” “WRITTEN DEMAND,” “WRITTEN DIRECTION,” “WRITTEN ELECTION,” “WRITTEN NOTICE,” “WRITTEN ORDERS” and “WRITTEN REQUEST OF THE CITY” shall mean, respectively, a written consent, demand, direction, election, notice, order or request signed on behalf of the City by the Chief Financial Officer or Mayor.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the Act.

SECTION 3. RESOLUTION CONSTITUTES CONTRACT. In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the City and such Owners and the covenants and agreements herein set forth to be performed by said City shall be for the equal benefit, protection, and security of the Owners of any and all of such Bonds, all of which shall be of equal rank and without preference, priority, or distinction of any of the Bonds over any other thereof except as expressly provided therein and herein.

**ARTICLE II
AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS**

SECTION 1. AUTHORIZATION OF BONDS. Subject and pursuant to the provisions of this Resolution, obligations of the City to be known as "Public Improvement Revenue Bonds" are hereby authorized to be issued from time to time in one or more series for the purpose of financing the costs of acquiring, constructing, and installing all or a portion of the Project, or to refund Bonds previously issued by the City. The Bonds may be issued all at one time or in part, from time to time, as the City Council may in its discretion hereafter determine by Supplemental Resolution. Each Series of Bonds shall be issued in such aggregate principal amount (initial principal amount in the case of Capital Appreciation Bonds or the price to the public in the case of zero coupon, discount bonds, or premium bonds), designated as, and shall be distinguishable from, the Bonds of all other Series, as provided by Supplemental Resolution. Notwithstanding the foregoing, any Series of Bonds issued hereunder subsequent to the first Series of Bonds issued hereunder must meet the requirements of Section 9(b) of Article III.

SECTION 2. INTEREST ON BONDS. The Bonds shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for (unless no interest has been paid or duly provided for, in which case from the original dated date of the Bonds) until payment of the principal thereof shall have been made or provided for in accordance with the provisions hereof, whether at maturity, upon redemption or otherwise. Provided, that interest on any Capital Appreciation Bonds shall be paid only at maturity or upon redemption prior to maturity in the amount determined by reference to the Accreted Value. Interest accrued on the Bonds shall be computed on the basis of a 360 day year, consisting of twelve (12) thirty day months. Interest shall be payable as provided herein on each Interest Payment Date.

SECTION 3. MANNER OF PAYMENT OF BONDS. (a) Principal of and redemption premium, if any, on the Bonds shall be payable to the Owners of the Bonds upon presentation and surrender of the Bonds as they become due (except as may be otherwise provided by Supplemental Resolution) at the designated principal corporate

trust office of the Paying Agent (or, if the City is serving as Paying Agent, the address provided to such Owner by the City). Except as otherwise set forth below, interest on the Bonds shall be payable (i) by check drawn upon the Paying Agent and mailed on the Interest Payment Date to the Owners of the Bonds as of the close of business on the Record Date next preceding each Interest Payment Date at the registered addresses of such Owners as they shall appear on the registration books as of such Record Date, notwithstanding the cancellation of any Bond upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date, and (ii) upon the request and at the expense of a registered Bondholder of at least \$1,000,000 in principal amount of a Series of Bonds, all payment of interest on its Bonds of such Series shall be paid by wire transfer in immediately available funds to an account with a financial institution within the United States designated by such registered Bondholder and on file with the Paying Agent as of the applicable Record Date.

(b) If and to the extent that there shall be a default in the payment of the interest due on an Interest Payment Date, such defaulted interest shall be paid to the Owners in whose name the Bonds (or any Bond or Bonds issued upon transfer or exchange thereof) are registered at the close of business on the fifteenth Business Day next preceding the date of payment of such defaulted interest established by notice mailed by the Registrar to the Owners not less than the tenth day preceding such Interest Payment Date. All payments of principal, redemption premium, and interest shall be made in such coin or currency of the United States of America as, at the respective times of payment, shall be legal tender for the payment of public and private debts.

(c) The foregoing notwithstanding, any Series of the Bonds may be registered under the Book-Entry System, as shall be determined by Supplemental Resolution; and, in such case, the payment of principal of, premium, if any, and interest on the Bonds shall be made in the manner required by the Securities Depository and mutually agreeable to the City and Paying Agent.

SECTION 4. DESCRIPTION OF BONDS. The Bonds shall be issued in the form of fully registered bonds; shall be dated as specified by Supplemental Resolution; shall bear interest from such date as calculated herein at such rates not exceeding the Maximum Interest Rate; shall be lettered and shall be numbered in such manner as may be prescribed by the Registrar or as specified by Supplemental Resolution; and shall be in Authorized Denominations.

Notwithstanding the foregoing, the Bonds may be issued as Serial Bonds or Term Bonds, may bear a variable rate of interest or accrue interest as zero coupon bonds or Capital Appreciation Bonds, as specified by the Supplemental Resolution authorizing the particular Series of Bonds.

The Bonds of each Series shall be subject to redemption prior to maturity as determined by Supplemental Resolution.

SECTION 5. NOTICE OF REDEMPTION; REDEMPTION.

(a) In the event any of the Bonds are called for redemption prior to maturity, the Paying Agent shall give notice, in the name of the City, of the redemption of such Bonds, which notice shall (i) specify the Bonds, including series designation, to be redeemed, the CUSIP numbers, the Date of Issue, interest rates, maturity dates of the Bonds to be redeemed, the redemption date, the date of notice of redemption, the redemption price and the place or places where amounts due upon such redemption will be payable (which shall be the designated corporate trust office of the Paying Agent or of its agent or, if the City is serving as Paying Agent, the address of the City, including the name and telephone number of a representative of such Paying Agent) and, if less than all of a maturity of the Bonds is to be redeemed, the numbers of the Bonds, and the portions of a maturity of Bonds, so to be redeemed, and (ii) state that on the redemption date, the Bonds to be redeemed shall cease to bear interest.

Notice of redemption shall be given by the Paying Agent in the name of the City by mailing a copy of an official redemption notice not less than 30 days nor more than 60 days prior to the date fixed for redemption (i) by first class mail to the respective Owners of the Bonds designated for redemption at their addresses appearing on the bond registration books of the City maintained by the Registrar; provided that such notice shall be sent by certified mail, return receipt requested, to the Bondholders of \$1,000,000 or more in aggregate principal amount of the Series of Bonds to be redeemed; and (ii) by certified mail, return receipt requested, to the Securities Depository.

A second notice of redemption shall be given within 60 days after the redemption date in the manner required above to the registered Bondholders of redeemed Bonds which have not been presented for payment within 30 days after the redemption date. However, failure to give such notice shall not affect the validity of the redemption of the Bonds for which proper notice has been given as provided in the preceding paragraph.

In the case of an optional redemption of the Bonds of a Series, any notice of redemption may state that (i) it is conditioned upon the deposit of moneys with the Paying Agent or another depository serving as escrow agent for the payment thereof in trust for the Owners of the Bonds or portions thereof to be redeemed, no later than the redemption date, in an amount equal to the amount necessary to effect the redemption; or (ii) the City retains the right to rescind such notice of redemption on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as

described herein. Any notice of Conditional Redemption shall be captioned "Conditional Notice of Redemption." Any Conditional Redemption may be rescinded at any time prior to the redemption date if the Chief Financial Officer delivers a written direction to the Paying Agent directing the Paying Agent to rescind the redemption notice. The Paying Agent shall give prompt notice of such rescission to the affected Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and neither the rescission nor the failure by the City to make such funds available shall constitute an Event of Default under this Resolution. The Paying Agent shall give immediate notice to the securities information repositories and the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain Outstanding.

Anything contained in this Resolution to the contrary notwithstanding, failure to mail any such notice (or any defect therein) to one or more Bondholders shall not affect the validity of any proceedings for such redemption with respect to Bondholders to which notice was duly mailed hereunder.

The City may, in the Supplemental Resolution authorizing a Series of Bonds, provide for notice of redemption provisions for such Series different from those set forth above.

(b) On the date so designated for redemption, notice having been mailed in the manner and under the conditions described above, moneys for payment of the redemption price being held in separate accounts by the Paying Agent or another depository serving as escrow agent for the payment thereof in trust for the Owners of the Bonds or portions thereof to be redeemed, all as provided in this Resolution, interest on the Bonds or portions of Bonds so called for redemption shall cease to accrue, such Bonds and portions of Bonds shall cease to be entitled to any lien, benefit or security under this Resolution, and the Owners of such Bonds or portions of Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof and, to the extent provided in the next succeeding paragraph to receive Bonds for any unredeemed portions of the Bonds.

Subject to the provisions of Article II, Section 11 hereof, in case part but not all of an Outstanding fully registered Bond shall be selected for redemption, the Owners thereof shall present and surrender such Bond to the City or its designated Paying Agent for payment of the principal amount thereof so called for redemption, and the City shall execute and deliver to or upon the order of such Owner, without charge therefor, for the unredeemed balance of the principal amount of the Bond so surrendered, a Bond or Bonds fully registered as to principal and interest.

SECTION 6. PAYMENT OF REDEMPTION PRICE; PURCHASE OF BONDS IN LIEU OF REDEMPTION. For the redemption of any of the Bonds, the City shall cause to be deposited in the Redemption Account in the Sinking Fund an amount sufficient to pay the principal of Bonds to be redeemed and interest to become due on the date fixed for such redemption, plus premium, if any. Provided, that in lieu of redemption, from such amounts deposited in the Redemption Account in the Sinking Fund the City may purchase any of the Term Bonds at prices not greater than par and accrued interest and may purchase Capital Appreciation Bonds (if such Capital Appreciation Bonds are Term Bonds) at prices not greater than the Accreted Value as of the date of purchase.

SECTION 7. EXECUTION OF BONDS. The Bonds shall be executed in the name of the City by the signature of the Mayor and its official seal shall be affixed thereto or imprinted or reproduced thereon and attested by the Clerk. The signatures of the Mayor and the Clerk on the Bonds may be manual or facsimile signatures. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer of the City before the Bonds so signed and sealed shall have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the City by such person who at the actual time of the execution of such Bond shall hold the proper office, although at the date such Bonds shall be actually delivered, such person may not have held such office or may not have been so authorized.

Bonds shall bear thereon a certificate of authentication, in the form set forth in the form of the Bond attached hereto as Exhibit "A", executed manually by the Registrar. Only such Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Registrar. Such certificate of the Registrar upon any Bond executed on behalf of the City shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under this Resolution and that the Owner thereof is entitled to the benefits of this Resolution.

SECTION 8. NEGOTIABILITY, REGISTRATION, AND TRANSFER OF BONDS. At the option of the Holder thereof and upon surrender thereof at the designated corporate trust office of the Registrar (or if the City is serving as Registrar, the address provided to such Holder by the City) with a written instrument of transfer satisfactory to the Registrar duly executed by the Holder or his duly authorized attorney and upon payment by such Holder of any charges which the Registrar may make as provided in this Section, the Bonds may be exchanged for Bonds of the same Series in the same aggregate principal amount, interest rate and maturity of any other Authorized Denominations.

The Registrar shall keep books for the registration of Bonds and for the registration of transfers of Bonds. The Bonds shall be transferable by the Holders thereof in person or by his attorney duly authorized in writing only upon the registration books of the City kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the Holder or his duly authorized attorney. Upon the transfer of any such Bond, the City shall issue in the name of the transferee a new Bond or Bonds.

The City, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute Holder of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond as the same become due and for all other purposes. All such payments so made to any such Holder or upon his or her order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City, the Paying Agent nor the Registrar shall be affected by any notice to the contrary.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the City shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All Bonds surrendered in any such exchanges or transfers shall forthwith be delivered to the Registrar and canceled by the Registrar in the manner provided in this Section. There shall be no charge for any such exchange or transfer of Bonds, but the City or the Registrar may require the payment of a sum sufficient to pay any tax, fee, or other governmental charge (other than a governmental charge imposed by the City) required to be paid with respect to such exchange or transfer. Neither the City nor the Registrar shall be required (a) to transfer or exchange Bonds during any period from a Record Date to the next succeeding Interest Payment Date on such Bonds or 15 days next preceding any selection of Bonds to be redeemed or thereafter until after the mailing of any notice of redemption; or (b) to transfer or exchange any Bonds called for redemption. However, if less than all of a Term Bond is redeemed or defeased, the City shall execute and the Registrar shall authenticate and deliver, upon the surrender of such Term Bond, without charge to the Bondholder, for the unpaid balance of the principal amount of such Term Bond so surrendered, a Term Bond in the appropriate Authorized Denomination and interest rate.

All Bonds paid or redeemed, either at or before maturity, shall be delivered to the Registrar when such payment or redemption is made, and such Bonds, together with all Bonds purchased by the City, shall thereupon be promptly canceled. Bonds so canceled may at any time be destroyed by the Registrar, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Bonds so destroyed, and one executed certificate shall be filed with the City and the other executed certificate shall be retained by the Registrar.

The City may, by Supplemental Resolution, provide for the registration of the Bonds of any Series by adopting a Book-Entry System for the same. Bonds held by the Securities Depository while the Bonds are registered under the Book-Entry System shall be registered in the name of the Securities Depository or its nominee, and beneficial ownership of such Bonds shall be transferred in accordance with the procedures of the Securities Depository and its Participants.

SECTION 9. BONDS MUTILATED, DESTROYED, STOLEN, OR LOST. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the City may in its discretion cause to be executed, and the Registrar shall authenticate and deliver, a new Bond of like date and tenor as the Bond so mutilated, destroyed, stolen, or lost in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the City and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the City and the Registrar may prescribe and paying such expenses as the City and the Registrar may incur. All Bonds so surrendered shall be canceled by the City. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the City may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen, or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Article II, Section 9 shall constitute original, additional contractual obligations on the part of the City whether or not the lost, stolen or destroyed Bonds be at any time found by anyone, and such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the same extent as all other Bonds issued hereunder.

SECTION 10. PREPARATION OF DEFINITIVE BONDS; TEMPORARY BONDS. The text of the Bonds and Certificate of Authentication therefor shall be substantially in the form set forth in Exhibit "A" attached hereto; provided, that such form shall be modified as necessary to provide for the details of Capital Appreciation Bonds. Until the definitive Bonds are prepared, the Mayor and the Clerk may execute and the Registrar may authenticate, in the same manner as is provided in Section 7 of this Article II, and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, one or more printed, lithographed or typewritten temporary fully registered Bonds, of the same tenor as the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in Authorized Denominations, and with such omissions, insertions and variations as may be appropriate to such temporary Bonds. The City, at its own expense, shall prepare and execute and, upon the surrender at the designated corporate trust office of the Registrar of such temporary Bonds for which no payment or only partial payment has been provided, for exchange and the cancellation of such temporary Bonds, the Registrar shall authenticate and, without charge to the Holder thereof, deliver in exchange therefor, at the principal designated corporate trust office of the Registrar, definitive

Bonds of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution.

SECTION 11. BOOK-ENTRY SYSTEM.

(a) As long as any Series of Bonds is registered under the Book-Entry System, the City and the Registrar shall comply with the terms of the agreement entered into with the Securities Depository (the "Book-Entry Agreement") with respect to such Series. However, the Book-Entry System through the Securities Depository may be terminated upon the happening of any of the following:

(i) The Securities Depository or the City, based upon advice from the Securities Depository, advises the Registrar that the Securities Depository is no longer willing or able to properly discharge its responsibilities under the Book-Entry Agreement, and the Registrar and the City are unable to locate a qualified successor clearing agency satisfactory to the Registrar and the City; or

(ii) The City, in its sole discretion but with the prior written consent of the Registrar, elects to terminate the Book-Entry System by notice to the Securities Depository, the Registrar and the Credit Facility Issuer, if any.

(b) Upon the occurrence of any event described above, the City shall, if necessary, adopt a resolution supplemental to this Resolution to add to the provisions of this Resolution any provisions deemed reasonably necessary or required by the Registrar, and approved in writing by the Credit Facility Issuer, if any, with respect to Replacement Bonds (including, but not limited to, the provision for the cost and expenses for the printing thereof) and to account for the fact that, thereafter, the Bonds will no longer be registered under the Book-Entry System, and the Registrar shall notify the Securities Depository and the Credit Facility Issuer, if any, of the occurrence of such event and of the availability of definitive or temporary Replacement Bonds to Beneficial Owners requesting the same, in an aggregate Outstanding amount representing the interest of each such Beneficial Owner, making such adjustments and allowances as it may find necessary or appropriate as to accrued interest and previous payments of principal. Definitive Replacement Bonds shall be issued only upon surrender to the Registrar of the Bond of each maturity by the Securities Depository, accompanied by registration instructions for the definitive Replacement Bonds for such maturity from the Securities Depository for each such maturity. Neither the City nor the Registrar shall be liable for any delay in delivery of such instructions and conclusively may rely on, and shall be protected in relying on, such instructions.

(c) Whenever the Bonds are registered under the Book-Entry System and notice or other communication to the Bondholders is required under this Resolution, unless and until Replacement Bonds shall have been issued with respect to the Bonds, the City or the Registrar, as the case may be, shall give to the Securities Depository one copy of each such notice and communication specified herein or required by this Resolution to be given to the Beneficial Owners of the Bonds.

SECTION 12. SPECIAL PROVISIONS RELATING TO CAPITAL APPRECIATION BONDS.

(a) The principal and interest portions of the Accreted Value of Capital Appreciation Bonds becoming due at maturity or by virtue of mandatory redemption shall be included in the calculations of accrued and unpaid and accruing interest or principal made under the definitions of Debt Service and Accrued Aggregate Debt Service only from and after the date (the "Calculation Date") which is one year prior to the date on which such Accreted Value becomes so due, and the principal and interest portions of such Accreted Value shall be deemed to accrue in equal daily installments from the Calculation Date to such due date.

(b) For the purposes of (i) receiving payment of the redemption price if a Capital Appreciation Bond is redeemed prior to maturity, or (ii) computing the principal amount of Bonds held by the Holder of a Capital Appreciation Bond in giving any notice, consent, request, or demand pursuant to this Resolution for any purpose whatsoever, the principal amount of a Capital Appreciation Bond shall be deemed to be its then current Accreted Value.

**ARTICLE III
FUNDS AND APPLICATION THEREOF, SECURITY AND COVENANTS**

SECTION 1. BONDS SHALL BE SPECIAL OBLIGATIONS OF THE CITY.

The Bonds are special obligations of the City and are payable solely in the manner and to the extent set forth in this Resolution. There are hereby pledged for the payment of the principal of, premium if any, and interest on, the Bonds in accordance with the terms and the provisions of this Resolution, the Pledged Revenues. THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OF THE CITY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF FLORIDA BUT SHALL BE PAYABLE FROM AND SECURED SOLELY BY A LIEN UPON AND A PLEDGE OF THE PLEDGED REVENUES IN THE MANNER AND TO THE EXTENT PROVIDED IN THIS RESOLUTION. NO BONDHOLDER SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY TO PAY THE

BONDS OR THE INTEREST THEREON, NOR SHALL ANY BONDHOLDER BE ENTITLED TO PAYMENT OF SUCH PRINCIPAL OR INTEREST FROM ANY OTHER FUNDS OF THE CITY OTHER THAN AS PROVIDED IN THIS RESOLUTION. FURTHERMORE, NO BONDHOLDER SHALL EVER HAVE A LIEN ON THE PROJECT OR ANY OTHER REAL OR PERSONAL PROPERTY OF THE CITY, EXCEPT FOR THE PLEDGED REVENUES. The Reserve Account Credit Facility Issuer, if any, shall also have a lien upon and a pledge of the Pledged Revenues but such lien and pledge is subject and subordinate to, in all respects, the lien upon and pledge of the Pledged Revenues in favor of the Bondholders.

SECTION 2. COVENANT TO BUDGET AND APPROPRIATE. Until the Bonds are no longer Outstanding pursuant to the provisions of this Resolution, the City hereby covenants and agrees, to the extent permitted by law and in accordance with applicable law and budgetary processes, to appropriate in its annual budget in each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds, as the same become due (whether by redemption, at maturity or otherwise), and, if applicable, to restore any deficiency in a subaccount of the Debt Service Reserve Account or any other fund or account created and established hereunder for the Bonds (including, without limitation, through reimbursement of a Reserve Account Credit Facility Issuer). Notwithstanding the foregoing covenant of the City, the City does not covenant to maintain any services or programs now provided or maintained by the City which generate Non-Ad Valorem Revenues, other than such services or programs which are for essential public purposes affecting the health, welfare, and safety of the inhabitants of the City. The payment of principal of and interest on a Series of Bonds may, in addition to the Pledged Revenues herein described, be secured by a Credit Facility.

To the extent that the City is in compliance with the covenant contained above and Section 9(b) of this Article III, this Resolution and the obligations of the City contained herein shall not be construed as a limitation on the ability of the City to pledge or covenant with respect to the Non-Ad Valorem Revenues (or any portion thereof) for other indebtedness or other legally permissible purposes.

This covenant to budget and appropriate Non-Ad Valorem Revenues is not a pledge by the City of such Non-Ad Valorem Revenues nor the creation of a lien on such Non-Ad Valorem Revenues prior to their deposit into the funds and accounts created under this Resolution, and is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereinafter entered into, including the payment of debt service on bonds or other obligations. This covenant to budget and appropriate is subject to the provisions of Section 166.241(3), Florida Statutes, which provides, in part, that the governing body of each municipality makes appropriations for each Fiscal Year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources. This covenant does not require the City to levy and collect any particular source of Non-Ad Valorem Revenues

nor to maintain or increase any regulatory fees or user charges with respect to any particular source of Non-Ad Valorem Revenues.

SECTION 3. ESTABLISHMENT OF FUNDS AND ACCOUNTS. There are hereby created and established with the City the following Funds: (1) the City of Riviera Beach, Florida, Public Improvement Revenue Bonds Sinking Fund (the "Sinking Fund"), (2) the City of Riviera Beach, Florida, Public Improvement Revenue Bonds Rebate Fund (the "Rebate Fund"), and (3) the City of Riviera Beach, Florida, Public Improvement Revenue Bonds Project Fund (the "Project Fund"). Within the Sinking Fund there shall be created the following separate accounts: (a) a Principal and Interest Account (the "Principal and Interest Account"), (b) a Bond Redemption Account (the "Bond Redemption Account"), and (c) a Debt Service Reserve Account (the "Debt Service Reserve Account"). Within the Debt Service Reserve Account, there shall be established a separate subaccount for each Series of Bonds that has a Debt Service Reserve Requirement. Within the Rebate Fund, there shall be established separate accounts for each Series if determined to be necessary by Bond Counsel to preserve the exclusion of the interest on the Bonds or a Series of Bonds from gross income for federal income tax purposes. The Sinking Fund and the Project Fund, and all accounts and subaccounts therein, shall constitute trust funds for the purposes hereof.

SECTION 4. APPLICATION OF BOND PROCEEDS. The proceeds received upon issuance of each Series of the Bonds shall be deposited into the various funds and accounts created and established for the Bonds as follows:

(a) The accrued interest, if any, derived from the sale of a Series of the Bonds shall be deposited into the Principal and Interest Account of the Sinking Fund and used for the purpose of paying a part of the first interest payable on such Series of Bonds on the first Interest Payment Date after the Date of Issue of such Series.

(b) An amount equal to all or a portion of the Debt Service Reserve Requirement for each Series, if any, as set forth in the Supplemental Resolution authorizing such Series, shall be deposited in the corresponding subaccount of the Debt Service Reserve Account of the Sinking Fund. If less than the Debt Service Reserve Requirement for a Series is deposited in a subaccount of the Debt Service Reserve Account from the proceeds of the Bonds of a Series on the Date of Issue, the balance of such requirement shall be satisfied by the deposit of a Reserve Account Credit Facility with the Paying Agent with the requisite coverage.

(c) The remaining proceeds of such Series of the Bonds shall be deposited in the Project Fund to fund the Cost of the Project, including costs of issuance of the Bonds, as hereinafter provided; provided, that proceeds of such Series that are intended to be used to pay capitalized interest on such Series

shall be deposited into the Principal and Interest Account and used to pay interest on such Series as provided herein.

SECTION 5. APPLICATION OF REVENUES.

(a) On or before 12:00 Noon (City time) on the last Business Day prior to each Interest Payment Date, the City shall deposit into the Sinking Fund an amount of Non-Ad Valorem Revenues (which at the time of such deposit become City Moneys and Pledged Revenues) which will cause the amount therein to be at least equal to the Accrued Aggregate Debt Service calculated to such Interest Payment Date, and to the extent applicable, any amounts necessary to satisfy any deficiency in a subaccount of the Debt Service Reserve Account or reinstatement of a Reserve Account Credit Facility.

(b) As soon as practicable after the deposit of Pledged Revenues in the Sinking Fund, as provided in paragraph (a) above, and in any case no later than the close of business on the Business Day preceding such Interest Payment Date, the City shall credit moneys therein to the following purposes in the following order of priority (such application to be made in such a manner so as to assure sufficient moneys on deposit in such Accounts):

(i) To the Principal and Interest Account, the amount, if any, required so that the balance in said Account shall equal the amount of principal of and interest on the Bonds coming due on the next Interest Payment Date; provided, that, for the purposes of computing the amount to be deposited in the Principal and Interest Account, there shall be taken into account the amount, if any, set aside in said account from the proceeds of Bonds;

(ii) To the Redemption Account, the amount, if any, required so that the balance in said account shall equal the principal of and premium, if any, on the Bonds then coming due by reason of redemption on the next Interest Payment Date or earlier date of redemption.

(iii) To the extent applicable, to each Reserve Account Credit Facility Issuer the amount, if any, required to reimburse such issuer for the amounts drawn under the applicable Reserve Account Credit Facility or otherwise required to be paid to reinstate the amount available thereunder (on a pro rata basis if there is more than one Reserve Account Credit Facility);

(iv) To the extent applicable, to the appropriate subaccount or subaccounts of the Debt Service Reserve Account, the amount, if any, required for the amount on deposit in each such subaccount to equal the

Debt Service Reserve Requirement for the applicable Series of Bonds (on a pro rata basis if more than one subaccount has a shortfall).

(c) In addition, subject to the foregoing, the City shall pay from City Moneys the fees and expenses, at such times as are necessary, of the Paying Agent, the Registrar, the Credit Facility Issuer, if any, and the Reserve Account Credit Facility Issuer, if any, and any other fees and expenses of the City relating to the Bonds.

SECTION 6. SINKING FUND--PRINCIPAL AND INTEREST ACCOUNT; REDEMPTION ACCOUNT. The City shall pay out of the Principal and Interest Account to the Paying Agent (i) by 12:00 Noon (City time) on, or any time before, each Interest Payment Date for any of the Bonds, the amount required for the interest payable on such date; and (ii) by 12:00 Noon (City time) on, or any time before, the maturity date of each of the Bonds the amount of principal of such Bonds payable on such date. The City shall pay out of the Redemption Account to the Paying Agent by 12:00 Noon (City time) on, or any time before, any redemption date for the Bonds the amount required for the payment of principal and any premium on the Bonds then to be redeemed or purchased. Such amounts shall be applied by the Paying Agent on and after the due dates thereof.

SECTION 7. SINKING FUND--DEBT SERVICE RESERVE ACCOUNT.

(a) If a Series of Bonds is secured by a subaccount of the Debt Service Reserve Account, amounts in such subaccount of the Debt Service Reserve Account shall be used to make up any deficiency in the Principal and Interest Account or the Redemption Account on any Interest Payment Date, but only with respect to such Series of Bonds. If, on the last Business Day preceding any Interest Payment Date, the amounts on deposit in a subaccount of the Debt Service Reserve Account shall be less than the Debt Service Reserve Requirement for such Series, the City shall apply amounts from Pledged Revenues, available for such purposes hereunder, to the extent necessary to cure the deficiency; provided, however, that no further payments shall be required to be made into a subaccount of the Debt Service Reserve Account whenever and as long as the amount deposited therein shall be equal to the Debt Service Reserve Requirement for such Series (including taking into account any Reserve Account Credit Facilities).

Notwithstanding the foregoing provisions, with respect to any Series of Bonds, in lieu of the required deposits into a subaccount of the Debt Service Reserve Account, the City may, with the consent of the Credit Facility Issuer, if any, for such Series, cause to be deposited into the appropriate subaccount of the Debt Service Reserve Account a Reserve Account Credit Facility or Facilities for the benefit of the Bondholders of such Series in an amount equal to the difference between the Debt Service Reserve Requirement for such Series and

the sums then on deposit in the appropriate subaccount of the Debt Service Reserve Account, if any, which Reserve Account Credit Facility or Facilities shall (i) be payable or available to be drawn upon, as the case may be (upon the giving of any notice as required thereunder) on any Interest Payment Date on which a deficiency in the Principal and Interest Account and/or the Redemption Account for such Series exists which cannot be cured by moneys in any other fund or account held pursuant to this Resolution and available for such purpose and (ii) otherwise meet the requirements of this Section. If a disbursement is made under the Reserve Account Credit Facility, the City shall be obligated to either reinstate the maximum limits of such Reserve Account Credit Facility equal to the Debt Service Reserve Requirement for such Series immediately following such disbursement, or to deposit into the appropriate subaccount of the Debt Service Reserve Account from the Pledged Revenues available for such purposes, as herein provided, funds in the amount of the disbursement made under such Reserve Account Credit Facility, or a combination of such alternatives so that the balance available in the Debt Service Reserve Account shall equal the Debt Service Reserve Requirement for such Series.

In the event that any moneys shall be withdrawn from a subaccount of the Debt Service Reserve Account for payments into the Principal and Interest Account or Redemption Account, such withdrawals shall be subsequently restored from the first Pledged Revenues available for such purposes after all required payments have been made into the Principal and Interest Account and Redemption Account, including any deficiencies for prior payments, and after reimbursement in full of any sums owed to the Reserve Account Credit Facility Issuer. The foregoing restoration may be satisfied by the reinstatement of the maximum limits of a Reserve Account Credit Facility.

Moneys in the Debt Service Reserve Account shall be used only for the purpose of making payments into the Principal and Interest Account or Redemption Account, when and to the extent the moneys transferred to the Sinking Fund are insufficient for such purpose; provided, however, that moneys in the Debt Service Reserve Account may be invested and reinvested as provided for herein; and provided further, however, that moneys on deposit in a subaccount of the Debt Service Reserve Account may, upon final maturity of a Series of Bonds, be used to pay the principal of and interest on such Series. Notwithstanding the foregoing, the City may remove moneys from the Debt Service Reserve Account for application for any lawful purpose so long as it shall substitute in lieu thereof a Reserve Account Credit Facility in at least the same amount as the moneys so withdrawn.

Unless determined otherwise by Supplemental Resolution, there shall be initially deposited in a subaccount of the Debt Service Reserve Account from the proceeds derived from the sale of a Series of Bonds an amount equal to the Debt Service Reserve Requirement for such Series or in lieu of all or a portion thereof,

such Debt Service Reserve Requirement shall be satisfied by the deposit with the Paying Agent of a Reserve Account Credit Facility with the requisite coverage, all as shall be determined by Supplemental Resolution.

Such Reserve Account Credit Facility may take any of the following forms:

(i) A surety bond, insurance policy or evidence of insurance issued to the entity serving as Paying Agent, as agent of the Bondholders, by a company licensed to issue an insurance policy guaranteeing the timely payment of debt service on the Bonds (a "municipal bond insurer") with claims-paying ability rated, on the date of issuance of such Reserve Account Credit Facility, in at least the second highest rating category (currently "AA" in the case of S&P, "AA" in the case of Fitch and "Aa" in the case of Moody's) by any Rating Agency which shall have a rating then in effect with respect to the Bonds.

(ii) A Letter of Credit issued to the Paying Agent, as agent of the Bondholders, by a bank rated, on the date of issuance of such Reserve Account Credit Facility, in at least the third highest rating category (currently "A" in the case of S&P, "A" in the case of Fitch and "A" in the case of Moody's) by any Rating Agency which shall have a rating then in effect with respect to the Bonds.

(b) The delivery of any Reserve Account Credit Facility for a Series pursuant to this Section shall be subject to receipt of an opinion of counsel acceptable to the City and the Credit Facility Issuer of such Series, if any, and in form and substance satisfactory to the City and such Credit Facility Issuer, as to the due authorization, execution, delivery and enforceability of such instrument in accordance with its terms, subject to applicable laws affecting creditors' rights generally, and, in the event the issuer of such Reserve Account Credit Facility is not a domestic entity, an opinion of foreign counsel in form and substance satisfactory to the City and such Credit Facility Issuer. In addition, the use of a Letter of Credit shall be subject to receipt of an opinion of counsel acceptable to the City and such Credit Facility Issuer, and in form and substance satisfactory to the City and such Credit Facility Issuer, to the effect that payments under such Letter of Credit would not constitute avoidable preferences under Section 547 of the United States Bankruptcy Code or similar state laws with avoidable preference provisions in the event of the filing of a petition for relief under the United States Bankruptcy Code or similar state laws.

(c) Cash on deposit in the Debt Service Reserve Account shall be used (or Investment Obligations purchased with such cash shall be liquidated and the proceeds applied as required) prior to any drawing on any Reserve Account Credit Facility. If and to the extent that more than one Reserve Account Credit Facility is deposited in a subaccount of the Debt Service Reserve Account,

drawings thereunder and repayments of costs associated therewith shall be made on a pro rata basis, calculated by reference to the maximum amounts available thereunder.

(d) Whenever the moneys, cash and Investment Obligations on deposit in a subaccount of the Debt Service Reserve Account shall exceed the Debt Service Reserve Requirement for the applicable Series of Bonds, such excess shall be deposited in the Principal and Interest Account and used to pay the principal of, redemption premium, if any, and interest coming due on the Series of Bonds secured by such subaccount of the Debt Service Reserve Account; provided, however, that any excess resulting from the valuation of Investment Obligations shall not be transferred to the Principal and Interest Account until such time as the Investment Obligations are sold or mature. Deficiencies resulting from a decline in market value of Investment Obligations on deposit in the Debt Service Reserve Account shall be restored no later than the succeeding valuation date, unless required earlier under this Resolution or under the applicable Supplemental Resolution.

SECTION 8. PROJECT FUND.

(a) There shall be paid into the Project Fund the amounts required to be so paid by the provisions of this Resolution or any Supplemental Resolution, and there may be paid into the Project Fund, at the option of the City, any moneys received for or in connection with the Project by the City from any other source.

(b) During the period of construction of the Project or portion thereof, the moneys received pursuant to an insurance claim from insurance maintained against physical loss of or damage to the Project, or of contractors' performance bonds with respect thereto, pertaining to the period of construction thereof, shall be paid into the Project Fund.

(c) Any amounts in the Project Fund shall be applied by the City to pay the Cost of the Project, including, without limitation, costs of issuance of the Bonds, and separate accounts may be established in the Project Fund for each Series Project or any portion thereof.

(d) Upon the completion of each Series Project, the balance in the Project Fund (or in any separate account in the Project Fund established therefor) in excess of the amount, if any, to be retained therein for payment of any remaining Cost of the Project, shall, as directed by the City (i) be deposited in the Principal and Interest Account or the Redemption Account and applied to the retirement of Bonds by payment, purchase, or redemption at the earliest date permissible under the terms of this Resolution or the applicable Supplemental Resolution, or (ii) to the extent the same shall not, in an Opinion of Bond

Counsel, adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds, to be used for any other lawful purpose of the City.

(e) During the period of construction of the Project, any earnings from moneys held in the Project Fund invested pursuant to the requirements of Article IV hereof shall be retained in the Project Fund.

SECTION 9. COVENANTS OF THE CITY.

(a) It is the intention of the City that, unless set forth otherwise in a Supplemental Resolution with respect to a particular Series of Bonds, the interest on the Bonds issued hereunder be and remain excluded from gross income for federal income tax purposes and to this end the City hereby represents to and covenants with each of the Holders of the Bonds issued hereunder that it will comply with the requirements applicable to it contained in Section 103 and Part IV of Subchapter B of Chapter 1 of Subtitle A of the Code to the extent necessary to preserve the exclusion of interest on the Bonds issued hereunder from gross income for federal income tax purposes. Specifically, without intending to limit in any way the generality of the foregoing, the City covenants and agrees:

(i) to make or cause to be made all necessary determinations and calculations of the Rebate Amount and required payments of the Rebate Fund at the times required pursuant to Section 148(f) of the Code;

(ii) to set aside sufficient moneys in the Rebate Fund or elsewhere from the Pledged Revenues or other legally available funds of the City, to timely pay the Rebate Amount to the United States of America at the times required pursuant to Section 148(f) of the Code;

(iii) to pay the Rebate Amount to the United States of America from the Pledged Revenues or from any other legally available funds at the times and to the extent required pursuant to Section 148(f) of the Code;

(iv) to maintain and retain all records pertaining to the Rebate Amount with respect to each Series of Bonds issued hereunder and required payments of the Rebate Amount with respect to such Series of Bonds for at least six years after the final maturity of such Series of Bonds or such other period as shall be necessary to comply with the Code;

(v) to refrain from taking any action that would cause any Bonds issued hereunder that are not issued with the intent that such Bonds shall be private activity bonds (within the meaning of Section 141(a) of the Code) to be classified as private activity bonds under Section 141(a) of the Code; and

(vi) to refrain from taking any action that would cause the Bonds issued hereunder to become arbitrage bonds under Section 148 of the Code.

The City understands that the foregoing covenants impose continuing obligations on the City that will exist as long as the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of Subtitle A of the Code are applicable to the Bonds.

Notwithstanding any other provision of this Resolution, including, in particular Article V hereof, the obligation of the City to pay the Rebate Amount to the United States of America and to comply with the other requirements of this paragraph shall survive the defeasance or payment in full of the Bonds.

(b) The City covenants that in each Fiscal Year of the City, while any Bonds are Outstanding, the total Non-Self-Supporting Debt Service due for each such Fiscal Year shall not exceed 50% of Non-Ad Valorem Revenues. In furtherance of such covenant, the City covenants and agrees that it will not issue or incur any indebtedness payable from or supported by a pledge of the Non-Ad Valorem Revenues unless the City can show that following the issuance of or incurrence of such additional indebtedness the total amount of Non-Ad Valorem Revenues (based on the most recently completed Fiscal Year for which audited financial statements are available) will be greater than 2.00 times the Maximum Debt Service. For purposes of this covenant, any Non-Self-Supporting Debt bearing a variable interest rate or proposed to bear a variable interest rate will be assumed to bear interest at all times to the maturity thereof at a fixed rate of interest equal to 110% of the greater of (a) the average interest rate on such variable rate bonds during the 12 months ending with the month preceding the date of calculation, or such shorter period that such Bonds shall have been Outstanding, or (b) the rate of interest on such variable rate bonds on the date of calculation.

For purposes of calculating the limitation on the incurrence of additional indebtedness set forth in the immediately preceding paragraph, the City may add to the total Non-Ad Valorem Revenues for the most recently completed Fiscal Year for which audited financial statements are available (the "Applicable Fiscal Year") increases in Non-Ad Valorem Revenues realized or projected to be realized by the City as a result of (a) any changes in the fees and charges imposed by the City which took effect after the end of the Applicable Fiscal Year,

(b) any changes in the fees and charges imposed by the City which the City has enacted by ordinance or resolution which will be in effect during any Fiscal Year after the Applicable Fiscal Year, or (c) changes in state or federal law, regulation or allocation of revenues taking effect after the end of the Applicable Fiscal Year. Any such increase in Non-Ad Valorem Revenues shall be evidenced by a certificate of the Chief Financial Officer.

(c) The City shall in each Fiscal Year prepare and adopt an annual budget in accordance with the provisions of Section 166.241, Florida Statutes. A copy of such annual budget shall be furnished to each Credit Facility Issuer, if any, and each Reserve Account Credit Facility Issuer, if any.

(d) The City shall furnish to each Credit Facility Issuer, if any, and each Reserve Account Credit Facility Issuer, if any, all comprehensive annual financial reports (which shall include but are not limited to all combined statements of revenues, expenditures, and changes in fund balances, all changes in retained earnings/fund balance and all combined statements of changes in financial position of the City for such Fiscal Year and a combined balance sheet of the City as of the close of such Fiscal Year, and notes to each, setting forth in comparative form the figures for the previous Fiscal Year), in reasonable detail and accompanied by an opinion thereon of a recognized firm of independent public accountants selected by the City, which opinion shall state that such financial statements have been prepared in accordance with generally accepted accounting principles consistently applied.

(e) The City further covenants that an annual audit (prepared in accordance with generally accepted accounting principles consistently applied) of the City shall be conducted by a recognized firm of independent public accountants, and the report of such annual audit shall be made available to each Credit Facility Issuer, if any, and each Reserve Account Credit Facility Issuer, if any, without charge upon written request.

SECTION 10. REBATE FUND. The City shall deposit into the Rebate Fund from investment earnings on moneys deposited in the other funds and accounts created hereunder, or from any other legally available funds of the City, an amount equal to the Rebate Amount for such Rebate Year. The City shall use such moneys deposited in the Rebate Fund only for the payment of the Rebate Amount to the United States as required by this Section 10. In complying with the foregoing, the City may rely upon any instructions or opinions from Bond Counsel.

If any amount shall remain in the Rebate Fund after payment in full of all Bonds issued hereunder and after payment in full of the Rebate Amount to the United States in accordance with the terms hereof, such amounts shall be available to the City for any lawful purpose.

The Rebate Fund shall be held separate and apart from all other funds and accounts of the City, shall not be impressed with a lien in favor of the Bondholders and the moneys therein shall be available for use only as herein provided.

**ARTICLE IV
INVESTMENT OF FUNDS AND ACCOUNTS**

Moneys held in all funds and accounts established under this Resolution shall be invested in Investment Obligations. All Investment Obligations shall mature or shall be subject to redemption at the option of the holder thereof not later than the respective dates when moneys held for the credit of such funds or accounts will be required for the purposes intended, including, in particular, the payment of interest and principal on the Bonds when due; provided that Investment Obligations purchased with funds on deposit in a subaccount of the Debt Service Reserve Account (if so funded) shall have a final maturity of not greater than ten years.

Whenever a payment or transfer of moneys between two or more of the funds or accounts established pursuant to Article III hereof is permitted or required, such payment or transfer may be made in whole or in part by transfer of one or more Investment Obligations at a value determined in accordance with this Article IV; provided that the Investment Obligations transferred are those in which moneys of the receiving fund or account could be invested at the date of such transfer. Investment Obligations in all funds and accounts shall be valued at least annually at their fair market value.

**ARTICLE V
DEFEASANCE**

If the City shall cause to be paid, or there shall be otherwise paid or provision for payment made to or for the Owners of the Bonds the principal of, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein, and shall cause to be paid to the Paying Agent (other than the City) or a bank or trust company appointed as escrow agent all sums of money due or to become due according to the provisions hereof, including the fees, expenses and costs of the Paying Agent or escrow agent as contemplated herein, then this Resolution and the lien, rights, and interest created hereby shall cease, determine, and become null and void (except as to any surviving rights of payment, registration, transfer or exchange of Bonds herein provided for and except with respect to the covenants of the City, which by the terms of this Resolution survive the defeasance of the Bonds).

In addition, any Bond or Authorized Denominations thereof shall be deemed to be paid within the meaning of this Resolution when (a) payment of the principal of and premium, if any, on such Bond or Authorized Denominations thereof, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein) either (i) shall have been provided by irrevocably

depositing with the Paying Agent (other than the City) or a bank or trust company acting as escrow agent in trust and irrevocably setting aside exclusively for such payment lawful money of the United States of America in an amount equal to the principal amount of such Bonds, redemption premium, if any, and all unpaid interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein), or (ii) shall have been provided for by irrevocably depositing with the Paying Agent (other than the City) or a bank or trust company acting as escrow agent in trust and irrevocably setting aside exclusively for such payment Defeasance Obligations maturing as to principal and interest in such amount and at such time as will ensure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of the Paying Agent or escrow agent pertaining to any such deposit shall have been paid or the payment thereof provided for to the satisfaction of the Paying Agent or escrow agent, as the case may be. At such times as a Bond or Authorized Denominations thereof shall be deemed to be paid hereunder, as aforesaid, such Bond or Authorized Denominations thereof shall no longer be secured by or entitled to the benefits of this Resolution except for the purposes of any such payment from such moneys and/or Defeasance Obligations.

Notwithstanding the foregoing paragraph, in the case of a Bond or Authorized Denominations thereof which by its terms may be redeemed prior to the stated maturity thereof, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed a payment of such Bond or Authorized Denominations thereof as aforesaid until: (a) proper notice of the redemption of such Bond or Authorized Denominations thereof shall have been given by the Paying Agent in accordance with Article II of this Resolution or the City shall have given irrevocable instructions to the Paying Agent to provide proper notice of redemption of such Bond or Authorized Denominations thereof in accordance with Article II of this Resolution as soon as practicable, or (b) in the event said Bond or Authorized Denominations thereof is not to be redeemed within the next succeeding sixty days, until (i) the City shall have given irrevocable instructions to notify, as soon as practicable, the Owner of such Bond in accordance with Article II, Section 5 hereof, that the deposit required by clause (a)(ii) of the immediately preceding paragraph has been made with the Paying Agent or escrow agent, as the case may be, and that said Bond or Authorized Denominations thereof is deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable premium, if any, on said Bond or Authorized Denominations thereof, plus interest thereon to the due date thereof. In addition, regardless of whether said Bond or Authorized Denominations thereof is not to be redeemed within the next succeeding sixty days, the City shall have caused to be delivered to the Paying Agent or escrow agent, as the case may be, a verification report of an independent, nationally recognized, certified public accountant showing the sufficiency of such deposit.

Notwithstanding any provision of any other Article of this Resolution which may be contrary to the provisions of this Article, all moneys and/or Defeasance Obligations set aside and held in trust pursuant to the provisions of this Article and necessary for

the payment of Bonds, Series or Authorized Denominations thereof (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds, Series or Authorized Denominations thereof (including interest and premium thereon, if any) with respect to which such moneys and/or Defeasance Obligations have been so set aside in trust until payment of such Bonds, Series or Authorized Denominations thereof.

Anything in Article VIII hereof to the contrary notwithstanding, if moneys or Defeasance Obligations have been deposited or set aside with the Paying Agent or escrow agent, as applicable, pursuant to this Article for the payment of Bonds or Authorized Denominations thereof and the interest and premium, if any, thereon shall not have in fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the Owner of each of the Bonds affected thereby.

The provisions of this Article V shall apply to the Bonds of all or any Series of Bonds Outstanding hereunder or a particular maturity or a specific part of a particular maturity to the extent the conditions hereof are expressly satisfied with respect to such Bonds, Series, maturity or specific part of a maturity.

Notwithstanding the foregoing, in the event that the payment or deposit in the amount and manner provided in this Resolution has been made by the Credit Facility Issuer under the terms of its Credit Facility, the Credit Facility Issuer shall be subrogated to the rights of the Holders of the Bonds and the liability of the City, with respect thereto, shall not be discharged or extinguished.

Notwithstanding anything contained in this Article V to the contrary, the covenants, liens and pledges contained in this Resolution shall not be fully discharged and satisfied until all obligations owed to the Credit Facility Issuer, if any, and Reserve Account Credit Facility Issuer, if any, have been satisfied.

ARTICLE VI DEFAULTS AND REMEDIES

SECTION 1. EVENTS OF DEFAULT. Each of the following events shall constitute and is referred to in this Resolution as an "Event of Default":

- (a) A failure by the City to pay the principal of any of the Bonds when the same shall become due and payable at maturity or upon redemption; or
- (b) A failure by the City to pay an installment of interest on any of the Bonds after such interest has become due and payable; or

(c) If applicable, a failure of the City to reinstate any amounts required to cure any deficiency in a subaccount in the Debt Service Reserve Account, pursuant to the requirements of Section 7 of Article III; or

(d) A failure by the City to observe and perform any covenant, condition, agreement or provision (other than as specified in clauses (a), (b) and (c) of this Section) contained in the Bonds or in this Resolution on the part of the City to be observed or performed, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the City by the request of Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, unless the Owners of an aggregate principal amount of Bonds of not less than the aggregate principal amount of Bonds the Owners of which requested such notice, shall agree in writing to an extension of such period prior to its expiration; provided, however, that the Owners of such aggregate principal amount of Bonds shall be deemed to have agreed to an extension of such period if corrective action is initiated by the City, or on behalf of the City, within such period and is being diligently pursued. For the purposes of this subsection (d), the Credit Facility Issuer, if any, shall be treated as the Owner of the Bonds secured by its Credit Facility so long as such Credit Facility Issuer shall not be in default under the Credit Facility and as long as it shall not be the subject of a liquidation, bankruptcy, insolvency, or similar proceeding.

If on the date payment of principal of or interest on the Bonds is due, sufficient moneys are not available to make such payment, the Paying Agent shall give immediate notice by telephone, telegraph, telefax or other electronic means, promptly confirmed in writing, of such insufficiency to each Credit Facility Issuer, if any, and each Reserve Account Credit Facility Issuer, if any. The Paying Agent and City shall do all other things necessary to effectuate the terms and provisions of any Credit Facility and any Reserve Account Credit Facility.

SECTION 2. REMEDIES; RIGHTS OF BONDHOLDERS.

Upon the occurrence of an Event of Default under Section 1(a) or (b) of this Article VI, any Bondholder may, or upon the occurrence of an Event of Default under Section 1(c) or (d) of this Article VI, the Owners of not less than 25% in aggregate principal amount of the Bonds may pursue any available remedy at law or in equity or by statute, including any applicable law or statute of the United States of America or of the State of Florida, to enforce the payment of principal of and interest on the Bonds then Outstanding or the obligations of the City hereunder. For the purposes of this Section 2, each Credit Facility Issuer, if any, shall be treated as the Owner of the Bonds secured by its Credit Facility so long as such Credit Facility Issuer shall not be in default under the Credit Facility and as long as it shall not be the subject of a liquidation, bankruptcy, insolvency, or similar proceeding.

No right or remedy by the terms of this Resolution is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission in exercising any right or remedy accruing upon any default or Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

SECTION 3. RESTORATION TO FORMER POSITION. In the event that any proceeding taken to enforce any right or remedy under this Resolution shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then the City, each Credit Facility Issuer, if any, and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, and powers shall continue as though no such proceeding had been taken.

SECTION 4. OWNERS' RIGHT TO DIRECT PROCEEDINGS. Anything in this Resolution to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, by an instrument in writing, to direct the time, method and place of conducting all remedial proceedings available under this Resolution or exercising any power conferred by this Resolution. For the purposes of this Section 4, each Credit Facility Issuer, if any, shall be treated as the Owner of the Bonds secured by its Credit Facility so long as such Credit Facility Issuer shall not be in default under the Credit Facility and as long as it shall not be the subject of a liquidation, bankruptcy, insolvency or similar proceeding.

SECTION 5. NO IMPAIRMENT OF RIGHT TO ENFORCE PAYMENT. Notwithstanding any other provision in this Resolution, the right of any Owner of Bonds to receive payment of the principal of and interest on such Bond, on or after the respective due dates expressed therein, or to institute suit for the enforcement of any such payment on or after such respective date, shall not be impaired or affected without the consent of such Owner.

**ARTICLE VII
PAYING AGENT AND REGISTRAR**

SECTION 1. COMPENSATION, EXPENSES, AND ADVANCES. The Paying Agent and the Registrar, pursuant to the terms of this Resolution, shall be entitled to reasonable compensation for their services rendered hereunder (not limited by any provision of law in regard to the compensation of the trustee of an express trust) and to reimbursement for their actual out-of-pocket expenses (including reasonable counsel fees) reasonably incurred in connection therewith, except as a result of their negligence or willful misconduct.

SECTION 2. DEALINGS IN BONDS AND WITH THE CITY. The Registrar, the Credit Facility Issuer, if any, the Reserve Account Credit Facility Issuer, if any, and the Paying Agent, in its or their individual capacity or capacities, may in good faith buy, sell, own, hold and deal in any of the Bonds issued hereunder, and may join in any action which any Owner of Bonds may be entitled to take with like effect as if it did not act in any capacity hereunder. The Registrar or the Paying Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City or the Credit Facility Issuer, if any, or the Reserve Account Credit Facility Issuer, if any, and may act as depository, trustee, or agent for any committee or body of Owners of Bonds secured hereby or other obligations of the City, or the Credit Facility Issuer, if any, as freely as if it did not act in any capacity hereunder.

SECTION 3. ALLOWANCE OF INTEREST. The Paying Agent may, but shall not be obligated to, except as otherwise provided by the provisions of this Resolution, allow and credit interest upon any moneys which it may at any time receive under any of the provisions of this Resolution, at such rate, if any, as it customarily allows upon similar funds of similar size and under similar conditions, provided that such allowance and credit shall not result in any violation of Article III, Section 9 hereof relating to arbitrage. All interest allowed on any such moneys shall be credited to the appropriate fund or otherwise applied as provided in Article III with respect to interest on investments. Funds held by the City or Paying Agent hereunder (except moneys in the Rebate Fund) need not be segregated from other funds held by the City or Paying Agent except to the extent required by law.

SECTION 4. PAYING AGENT. The Paying Agent for each Series shall be determined by Supplemental Resolution prior to the issuance of such Series. The Paying Agent shall:

- (a) hold all sums held by it for the payment of the principal of or interest on Bonds in trust for the benefit of the Owners of Bonds until such sums shall be paid to such Owners or otherwise disposed of as herein provided, and

(b) keep such books and records as shall be consistent with prudent industry practice, including amounts available to be drawn under any Reserve Account Credit Facility and amounts payable thereunder to any Reserve Account Credit Facility Issuer, and make such books and records available for inspection by the City, the Credit Facility Issuer, if any, the Reserve Account Credit Facility Issuer, if any, and any Bondholder at all reasonable times.

SECTION 5. QUALIFICATIONS OF PAYING AGENT; RESIGNATION; REMOVAL. Any Paying Agent appointed hereunder shall be either (a) the City or (b) a commercial bank or trust company duly organized under the laws of the United States of America or any state or territory thereof, having (or its parent having) a combined capital stock, surplus and undivided profits of at least \$50,000,000 and authorized by law to perform all the duties imposed upon it by this Resolution. A Paying Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least sixty (60) days' notice to the City, the Credit Facility Issuer, if any, and the Reserve Account Credit Facility Issuer, if any; provided, however, that no resignation of a Paying Agent shall take effect until a successor has been appointed and has accepted the duties of Paying Agent.

A Paying Agent may be removed by the City by an instrument or instruments in writing which may be accompanied by an instrument of appointment by the City of a successor. Notwithstanding anything in this Section to the contrary, as long as any Credit Facility is still in effect, a Paying Agent shall not be removed without the prior written consent of each Credit Facility Issuer, provided that such Credit Facility Issuer shall not be in default under the Credit Facility or the subject of any liquidation, bankruptcy, insolvency or similar proceedings.

In the event of the resignation or removal of a Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor.

In the event that the City shall fail to appoint a Paying Agent hereunder, or in the event that a Paying Agent shall resign or be removed, or be dissolved, or if the property or affairs of such Paying Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the City shall not have appointed its successor as Paying Agent, the City shall ipso facto become the Paying Agent for all purposes of this Resolution until the appointment by the City of a successor Paying Agent, as the case may be.

SECTION 6. REGISTRAR. The Paying Agent for each Series of Bonds shall also serve as Registrar for such Series. Each Registrar shall keep such books and records as shall be consistent with prudent industry practice and make such books and records available for inspection by the City, the Bondholders and the Credit Facility Issuer, if any, at all reasonable times; provided, however, that the City reserves the right to name as Registrar a person other than the Paying Agent. In such event the

provisions of Section 5 of this Article VII shall apply to the qualifications, resignation and removal of such Registrar.

The City shall cooperate with the Registrar to cause the necessary arrangements to be made and to be thereafter continued whereby Bonds, executed by the City and authenticated by the Registrar or any authenticating agent, shall be made available for exchange, registration and registration of transfer at the designated corporate trust office of the Registrar. The City shall cooperate with the Registrar and the Credit Facility Issuer, if any, to cause the necessary agreements to be made and thereafter continued whereby the Registrar shall be furnished such records and other information, at such times, as shall be required to enable the Registrar to perform the duties and obligations imposed upon it hereunder.

**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

SECTION 1. MODIFICATION OR AMENDMENT.

(a) Except as provided in paragraph (b) below no material modification or amendment of this Resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owners of more than fifty percent (50%) in principal amount of the Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the City to pay the interest on and principal of the Bonds, as the same mature or become due, from the Pledged Revenues, or reduce such percentage of Owners of the Bonds required above for such modification or amendments, without the consent of the Owners of all the Bonds affected. For purposes of providing the written consent of the Owners of any Series of Bonds to any modification or amendment of this Resolution, the underwriters or initial marketing group for any Series of Bonds, at the time of the initial issuance of such Series of Bonds, may consent to any such modification or amendment on behalf of the Owners of such Series of Bonds if the offering documents for all Bonds then Outstanding and offered by an offering document expressly disclosed that the consent of Owners could be provided by the underwriters of the Bonds issued under this Resolution.

(b) This Resolution may be amended, changed, modified and altered without the consent of the Owners of Bonds (i) to cure any ambiguity, correct or supplement any provisions contained herein which may be defective or inconsistent with any other provisions contained herein, (ii) to provide other changes which will not adversely affect the interest of such Owners (without taking into account the existence of a Credit Facility), (iii) to maintain the

exclusion of interest on the Bonds, or any Series of Bonds, from gross income for federal income tax purposes, or (iv) to secure or maintain a rating on the Bonds or any Series of Bonds.

(c) Anything in this Section 1 of Article VIII to the contrary notwithstanding, to the extent the Bonds are secured by a Credit Facility and such Bonds are then rated in as high a rating category in which the Bonds were rated at the time of initial issuance and delivery thereof by either S&P, Fitch, or Moody's, then the consent of such Credit Facility Issuer for such Bonds shall constitute the consent of the Holders of such Bonds provided such Credit Facility Issuer is not in default under the Credit Facility or the subject of any liquidation, bankruptcy, insolvency, or similar proceeding; and provided, further, that no modification or amendment shall permit a change in the maturity or redemption of the Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the City to pay the principal of or interest on the Bonds, as the same mature or become due, from the Pledged Revenues, or reduce the percentage of Owners of the Bonds required in Section 1(a) above for such modification or amendment, without the consent of the Owners of all the Bonds affected.

(d) Anything contained in this Section 1 of Article VIII to the contrary notwithstanding, to the extent the Bonds are secured by a Credit Facility and such Bonds are then rated in as high a rating category in which such Bonds were rated at the time of initial issuance and delivery thereof by either S&P, Fitch, or Moody's, and provided that the Credit Facility Issuer is not in default under such Credit Facility or the subject of any liquidation, bankruptcy, insolvency or similar proceedings, any amendment or supplement to this Resolution shall be subject to the prior written consent of the Credit Facility Issuer. Further, the Credit Facility Issuer shall be provided with a full transcript of all proceedings relating to the adoption of any Supplemental Resolution.

SECTION 2. CREDIT FACILITY; ALTERNATES.

(a) If the City determines to secure a Series of the Bonds with a Credit Facility, such Credit Facility must meet the requirements set forth in this Section 2.

(b) Prior to implementation of any Credit Facility the City shall deliver to the Paying Agent an opinion of counsel for the Credit Facility Issuer that such obligation constitutes a legal, valid and binding obligation of such Credit Facility Issuer, enforceable in accordance with its terms.

(c) Each Credit Facility must:

(i) be an irrevocable, unconditional (except for such notice requirements as may be set forth in the Credit Facility) obligation of the Credit Facility Issuer;

(ii) provide for payment of principal of and interest on the applicable Bonds when due, whether at maturity or earlier mandatory sinking fund redemption, when other funds hereunder are unavailable therefor; and

(iii) result in the Bonds being rated, on the date of issuance of such Credit Facility, in one of the three (3) highest long-term credit rating categories by S&P, Fitch or Moody's (currently "A" in the case of S&P, "A" in the case of Fitch and "A" in the case of Moody's).

(d) The City may, at any time, provide for the replacement of the Credit Facility by the delivery of an Alternate Credit Facility to the Paying Agent, which Alternate Credit Facility shall meet the foregoing requirements of this Section 2. In addition, prior to the replacement of any Credit Facility, the City shall have delivered to the Paying Agent:

(i) An Opinion of Bond Counsel to the effect that the replacement of the Credit Facility with such Alternate Credit Facility will not cause interest on the Bonds to be included in gross income for federal income tax purposes; and

(ii) An opinion of counsel for the substitute Credit Facility Issuer that such Alternate Credit Facility constitutes a legal, valid and binding obligation of such Credit Facility Issuer enforceable in accordance with its terms.

In the event of such replacement, the City shall, at the time of issuance of the Alternate Credit Facility, at the request of the issuer of the Credit Facility being replaced, deliver the Credit Facility being replaced to its issuer for cancellation.

(e) At least thirty (30) days prior to the effective date of any Alternate Credit Facility, the Paying Agent shall give written notice to each owner of all Bonds Outstanding affected thereby. At the time such notice is given, a copy of the notice shall be sent to the Rating Agency or Rating Agencies then rating the Bonds affected thereby. The City may, by notice given to the owners of the Bonds affected thereby not less than twelve (12) days prior to the proposed date of substitution, rescind any notice thereof given pursuant to this Subsection 2(e).

(f) The City may utilize more than one Credit Facility to secure any Series of the Bonds. All provisions hereof relating to a Credit Facility shall apply to all Credit Facilities securing a Series of the Bonds pursuant to this Subsection 2(f).

SECTION 3. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions of this Resolution or of the Bonds issued hereunder.

SECTION 4. SALE OF BONDS. The Bonds shall be issued and sold at one time or from time to time and at such price or prices consistent with the provisions of the Act and the requirements of this Resolution as the City Council shall hereafter determine by Supplemental Resolution.

SECTION 5. CREDIT FACILITY ISSUER; DEFAULT. Notwithstanding any of the provisions of this Resolution to the contrary, all of the rights of the Credit Facility Issuer granted herein, including, without limitation, its right to consent, shall be null and void if (a) the Credit Facility Issuer is in default under the Credit Facility or (b) the Credit Facility Issuer is the subject of any liquidation, bankruptcy, insolvency or similar proceedings, or (c) the Credit Facility Issuer does not have a long term rating in one of the three (3) highest long-term credit rating categories of S&P, Fitch or Moody's (currently "A" in the case of S&P, "A" in the case of Fitch and "A" in the case of Moody's); provided, however, that the Credit Facility Issuer shall be entitled to claim any reimbursement obligations theretofore earned or accrued.

SECTION 6. NOTICE TO THE RATING AGENCY. The Rating Agency or Rating Agencies then rating the Bonds shall receive notice of the following events:

- (i) Any amendment to this Resolution.
- (ii) Any redemption, other than a mandatory sinking fund redemption.
- (iii) Defeasance of the Bonds.

SECTION 7. CONTROLLING LAW; MEMBERS OF CITY NOT LIABLE. All covenants, stipulations, obligations, and agreements of the City contained in this Resolution and the Bonds shall be covenants, stipulations, obligations and agreements of the City to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained in this Resolution or the Bonds shall be a covenant, stipulation, obligation, or agreement of any present or future member, agent, officer or employee of the City or

RESOLUTION NO. 88 -14

the City Council in his or her individual capacity, and neither the members or officers of the City Council nor any official executing the Bonds shall be liable personally on the Bonds or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the Bonds by the City or such members thereof.

SECTION 8. REPEALER. All resolutions or riders or parts thereof in conflict herewith are to the extent of such conflict hereby repealed.

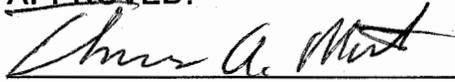
SECTION 9. VALIDATION AUTHORIZED. To the extent deemed necessary by Bond Counsel or desirable by the City Attorney, the City Attorney and/or Bond Counsel are authorized (but not required) to institute appropriate proceedings for the validation of the Bonds pursuant to Chapter 75, Florida Statutes.

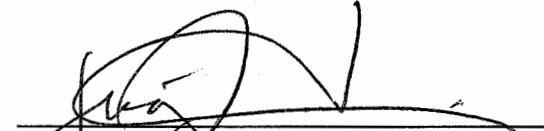
SECTION 10. NO THIRD-PARTY BENEFICIARIES. Except as herein otherwise expressly provided, nothing in this Resolution expressed or implied is intended or shall be construed to confer on any person, firm or corporation other than the Bondholders, the City, any Credit Facility Issuer or Reserve Account Credit Facility Issuer, the Paying Agent and the Registrar, any right, remedy or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the aforementioned parties.

SECTION 11. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

SECTION 12. PASSED AND APPROVED this 3RD day of SEPTEMBER, 2014.

APPROVED:

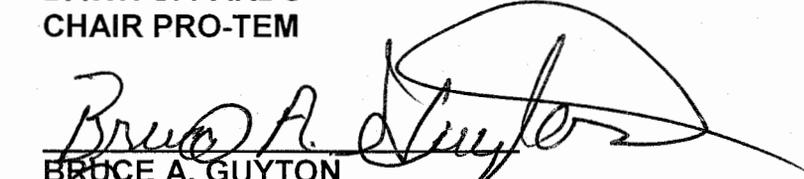

THOMAS A. MASTERS
MAYOR

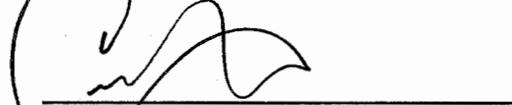

JUDY L. DAVIS
CHAIRPERSON

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: B. GUYTON

SECONDED BY: T. DAVIS

C. THOMAS AYE

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: _____

EXHIBIT A

(Form of Bond) No. R-___ \$ _____

UNITED STATES OF AMERICA

STATE OF FLORIDA

CITY OF RIVIERA BEACH

PUBLIC IMPROVEMENT REVENUE BOND

SERIES _____

Interest	Maturity	Dated	
<u>Rate</u>	<u>Date</u>	<u>Date</u>	<u>CUSIP</u>

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Riviera Beach, Palm Beach County, Florida (the "City"), for value received, hereby promises to pay, from the Pledged Revenues, hereinafter mentioned, to the Registered Owner or registered assigns on the Maturity Date specified above, upon the presentation and surrender hereof at the designated corporate trust office of _____, as paying agent (said _____ and any bank or trust company becoming successor paying agent being herein called the "Paying Agent"), the Principal Amount stated hereon with interest thereon at the Interest Rate stated above, payable on the first day of each _____ until the City's obligation with respect to the payment of such Principal Amount shall be discharged. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the Registered Owner and mailed to the address of the Registered Owner as such name and address shall appear on the registration books of the City maintained by _____, as Registrar (said _____, any successor Registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each Interest Payment Date; provided, however, that if such fifteenth day is not a Business Day, then to the Registered Owner and at the registered address shown on the registration books of the City maintained by the Registrar at the close of business on the day next preceding such fifteenth day of the month which is not a Business Day (the "Record Date"); provided further, however, that payment of interest on the Bonds may, at the option and

expense of any Holder of Bonds in an aggregate principal amount of at least \$1,000,000, be transmitted by wire transfer to the Holder to the domestic bank account number on file with the Paying Agent as of the Record Date. Such interest shall be payable from the most recent Interest Payment Date next preceding the date hereof to which interest has been paid, unless the date hereof is an _____ 1 or _____ 1 to which interest has been paid, in which case from the date hereof, or unless the date hereof is prior to _____, _____, in which case from _____, _____, or unless the date hereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date; provided, however, that if and to the extent there is a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the persons in whose name Bonds are registered on the registration books of the City maintained by the Registrar at the close of business on the fifteenth day prior to a subsequent interest payment date established by notice mailed by the Registrar to the Registered Owner not less than the tenth day preceding such subsequent interest payment date. The Principal Amount and accrued interest thereon is payable in any coin or currency of the United States of America, which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

This Bond is one of an authorized issue of Bonds of the City designated as its Public Improvement Bonds, Series _____ (herein called the "Bonds"), in the aggregate principal amount of \$ _____ of like date, tenor, and effect, except as to Bond number and CUSIP number (if any), date of maturity and interest rate, issued for the purpose of financing or refinancing the Cost of the Series Project (as defined in the Resolution hereinafter referred to) under the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Chapter 166, Florida Statutes, as amended and supplemented and other applicable provisions of law, the City Charter, as amended and supplemented, and Resolution No. _____, duly adopted by the City Council of the City (the "City Council") on _____, 2014, as supplemented by Resolution No. _____, duly adopted by the City Council on _____, 2014 (herein referred to collectively as the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

This Bond is a special obligation of the City and is payable solely in the manner and to the extent set forth in the Resolution. There are hereby pledged for the payment of the principal of, premium, if any, of, and interest on, the Bond in accordance with the terms and the provisions of the Resolution, the Pledged Revenues (as defined below). THIS BOND SHALL NOT BE OR CONSTITUTE A GENERAL OBLIGATION OF THE CITY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF FLORIDA BUT SHALL BE PAYABLE FROM AND SECURED SOLELY BY A LIEN UPON AND A PLEDGE OF THE PLEDGED REVENUES IN THE MANNER AND TO THE EXTENT PROVIDED IN THE RESOLUTION. NO BONDHOLDER SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF

THE CITY OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY TO PAY SUCH BONDS OR THE INTEREST THEREON, NOR SHALL ANY BONDHOLDER BE ENTITLED TO PAYMENT OF SUCH PRINCIPAL OR INTEREST FROM ANY OTHER FUNDS OF THE CITY OTHER THAN AS PROVIDED IN THE RESOLUTION. FURTHERMORE, NO BONDHOLDER SHALL EVER HAVE A LIEN ON THE PROJECT.

Until the Bonds are paid or deemed paid pursuant to the provisions of the Resolution, the City hereby covenants and agrees, to the extent permitted by law and in accordance with applicable law and budgetary processes, to appropriate in its annual budget in each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds, as the same become due (whether by redemption, at maturity or otherwise)[, and to restore any deficiency in the subaccount of the Debt Service Reserve Account created and established under the Resolution for the Bonds and any other reserve accounts or funds relating to such indebtedness].

“Pledged Revenues” means: (i) moneys budgeted and appropriated by the City, and deposited into the Sinking Fund or any other Fund established under the Resolution, from Non-Ad Valorem Revenues (until deposited into the Sinking Fund in the manner and at the time specified in the Resolution such moneys do not constitute Pledged Revenues); (ii) any proceeds of Bonds originally deposited with the City and all moneys deposited and held from time to time by the City in the funds (other than the Rebate Fund) and accounts established pursuant to the Resolution; (iii) investment income received by the City in the funds (other than the Rebate Fund) and accounts established pursuant to the Resolution; and (iv) any other moneys received by the Paying Agent in connection with repayment of the Bonds.

“Non-Ad Valorem Revenues” means legally available revenues of the City derived from any source whatever other than ad valorem taxation on real and personal property, which are legally available for payment by the City of debt service on the Bonds, after the payment from the sources of Non-Ad Valorem Revenues pledged thereto of the principal of and interest on any other obligations of the City heretofore or hereafter issued which have a prior pledge on any source of the Non-Ad Valorem Revenues; provided however, that for the purpose of the anti-dilution test set forth in Article III, Section 9(b) of the Resolution, “Non-Ad Valorem Revenues” means all legally available revenues of the City derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the City of Non-Self-Supporting Debt, excluding non-ad valorem special assessments which are exclusively pledged to the payment of Special Assessment Obligations and Federal Direct Payments. For purposes of the Resolution, fees imposed by the City in connection with new construction, which fees are used to pay for the cost of new facilities and equipment, the need for which is in whole or in part the result of such new construction (commonly referred to as “impact fees”), are not considered legally available.

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The original Registered Owner and each successive Registered Owner of this Bond shall be conclusively deemed to have agreed and consented to the following terms and conditions:

(1) The Registrar shall maintain the books of the City for the registration of Bonds and for the registration of transfers of Bonds as provided in the Resolution. The Bonds shall be transferable by the Registered Owner thereof in person or by his attorney duly authorized in writing only upon the books of the City maintained by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. Upon the transfer of any such Bond, the City shall issue in the name of the transferee a new Bond or Bonds.

(2) The City, the Paying Agent, and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond as the same become due, and for all other purposes. All such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

(3) At the option of the Registered Owner hereof and upon surrender hereof at the designated corporate trust office of the Registrar with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney and upon payment by such Registered Owner of any charges which the Registrar or the City may make as provided in the Resolution, the Bonds may be exchanged for Bonds of the same interest rate and maturity of any other Authorized Denominations.

(4) In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the City shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Resolution. There shall be no charge for any such exchange or transfer of Bonds, but the City or the Registrar may require payment of a sum sufficient to pay any tax, fee, or other governmental charge (except a charge imposed by the City) required to be paid with respect to such exchange or transfer. Neither the City nor the Registrar shall be required (a) to transfer or exchange Bonds for a period from a Record Date to the next succeeding Interest Payment Date on such Bonds or 15 days next preceding any selection of Bonds to be redeemed or thereafter until after the mailing of any notice of redemption, or (b) to transfer or exchange any Bonds called for redemption. However, if less than all of a Bond is redeemed or defeased, the City shall execute and the Registrar shall authenticate and deliver, upon the surrender of such Bond, without

charge to the Bondholder, for the unpaid balance of the principal amount of such Bond so surrendered, a registered Bond in the appropriate Authorized Denomination and interest rate.

This Bond shall not be valid or obligatory for any purpose until the certificate of authentication set forth hereon shall have been duly executed by the Registrar.

It is hereby certified and recited that all acts, conditions, and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the Laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Bond, and of the issue of Bonds of which this Bond is one, is in full compliance with all constitutional or statutory limitations or provisions.

[Provisions for redemption of Bonds as provided by
subsequent proceedings of the City].

IN WITNESS WHEREOF, the City of Riviera Beach, Palm Beach County, Florida has issued this Bond and has caused the same to be executed by the manual or facsimile signature of its Mayor and the official seal of the City to be affixed hereto or lithographed or imprinted or reproduced hereon, and attested by the manual or facsimile signature of the Clerk, all as of the Dated Date.

**CITY OF RIVIERA BEACH, PALM BEACH
COUNTY, FLORIDA**

_____, Mayor

(OFFICIAL SEAL)

ATTEST:

_____, City Clerk

(FORM OF CERTIFICATE OF AUTHENTICATION)

Date of Authentication:

This Bond is one of the Bonds delivered pursuant to the within mentioned Resolution.

as Registrar

Authorized Officer

[Form of Abbreviations]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to the applicable laws or regulations.

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT

Custodian _____
(Cust)

_____, (Minor) under Uniform Transfers to Minors Act _____
(State)

Additional abbreviations may also be used though not in the above list

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned _____ (the "Transferor"), hereby sells, assigns, and transfers unto _____ (the "Transferee")

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF TRANSFEREE

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, as attorney to register the transfer of the within Bond on the books kept for registration and registration of transfer thereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: No transfer will be registered and no new Bond will be issued in the name of the Transferee, unless the signature(s) to this assignment correspond(s) with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

[STATEMENT OF INSURANCE, if any]

RESOLUTION NO. 89 -14

A RESOLUTION OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA (THE "CITY"); AUTHORIZING THE ISSUANCE OF THE CITY'S PUBLIC IMPROVEMENT REVENUE BONDS, SERIES 2014 (THE "SERIES 2014 BONDS"), IN THE INITIAL AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$22,000,000 FOR THE PURPOSE OF FINANCING THE SERIES 2014 PROJECT; DESCRIBING THE SERIES 2014 PROJECT; DETERMINING CERTAIN DETAILS OF THE SERIES 2014 BONDS; APPROVING THE FORM OF A SUMMARY NOTICE OF SALE AND A NOTICE OF SALE AND AUTHORIZING THE PUBLIC SALE OF THE SERIES 2014 BONDS; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF THE SERIES 2014 BONDS; DELEGATING AUTHORITY TO PROPER OFFICIALS OF THE CITY, IN CONSULTATION WITH THE CITY'S FINANCIAL ADVISOR, TO ACCEPT, PURSUANT TO A COMPETITIVE PUBLIC SALE PROCESS, THE BID OR BIDS OF THE LOWEST QUALIFIED BIDDER OR BIDDERS FOR THE PURCHASE OF THE SERIES 2014 BONDS, SUBJECT TO CERTAIN PARAMETERS AND OTHER MATTERS SET FORTH IN THIS RESOLUTION; APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF THE SERIES 2014 BONDS AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT; APPOINTING A PAYING AGENT AND REGISTRAR; AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT; PROVIDING FOR THE FINANCIAL ADVISOR TO MAKE RECOMMENDATIONS REGARDING WHETHER TO FUND A SERIES 2014 RESERVE SUBACCOUNT, AND WHETHER TO OBTAIN A BOND INSURANCE POLICY AND/OR RESERVE ACCOUNT CREDIT FACILITY FOR THE SERIES 2014 BONDS AND AUTHORIZING THE CITY TO FOLLOW SUCH RECOMMENDATIONS; AUTHORIZING THE SERIES 2014 BONDS TO BE REGISTERED UNDER A BOOK-ENTRY ONLY SYSTEM OF REGISTRATION; AUTHORIZING THE PROPER OFFICERS OF THE CITY TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE SALE AND DELIVERY OF THE SERIES 2014 BONDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach, Palm Beach County, Florida, a Florida municipal corporation (the "City"), is authorized by Chapter 166, Florida Statutes and other applicable provisions of law to incur indebtedness for the purpose of financing the costs of acquiring, constructing and installing capital and non capital projects for the benefit of the

RESOLUTION NO. 89-14

residents of the City and making loans to the City's Community Redevelopment Agency (each, a "Project"), and to covenant and budget from its legally available non-ad valorem revenues funds to repay such indebtedness; and

WHEREAS, pursuant to such authority the City Council of the City (the "City Council") did, on August 20, 2014, adopt a bond resolution (the "Bond Resolution"), authorizing the issuance of its bonds to be known as "Public Improvement Revenue Bonds" from time to time; and

WHEREAS, pursuant to the Bond Resolution the City desires to issue its Public Improvement Revenue Bonds Series 2014 (the "Series 2014 Bonds") in the initial aggregate principal amount of not exceeding \$22,000,000, and to use the proceeds thereof to acquire, construct and install the capital improvements listed on Exhibit "A" hereto and improvements to Bicentennial Park (collectively, the "Series 2014 Project"); and

WHEREAS, the Bond Resolution provides that certain details of the Series 2014 Bonds and certain other provisions of the Bond Resolution shall be determined by Supplemental Resolution; and

WHEREAS, the City Council hereby determines that it would be in the best interests of the City that the Series 2014 Bonds be sold on a competitive basis pursuant to a public sale; and

WHEREAS, to facilitate such public sale, there have been prepared and submitted to the City Council (a) a Preliminary Official Statement relating to the Series 2014 Bonds, the form of which is attached hereto as Exhibit B (the "Preliminary Official Statement"), and (b) an Official Notice of Sale ("Official Notice of Sale") and Summary Notice of Sale ("Summary Notice of Sale"), forms of which are attached hereto as composite Exhibit C; and

WHEREAS, subject to the Parameters (as defined herein), the City Council desires to approve the Preliminary Official Statement relating to the Series 2014 Bonds, substantially in the

RESOLUTION NO. 89-14

form attached hereto, to delegate to either the Mayor or the Chief Financial Officer (each as defined in the Bond Resolution) the authority to finalize the Preliminary Official Statement and, when finalized, to deem the Preliminary Official Statement "final" within the meaning of the Rule (as defined herein) and to authorize the preparation and distribution of a final Official Statement reflecting the final details of the Series 2014 Bonds and other pricing matters (the "Official Statement"); and

WHEREAS, subject to the Parameters, the Mayor or the Chief Financial Officer, based on the recommendation of Public Financial Management, Inc., the City's financial advisor (the "Financial Advisor"), will select one or more bidders that submit the lowest qualified bid to purchase the Series 2014 Bonds (the "Underwriters"); and

WHEREAS, pursuant to Section 218.385, Florida Statutes, an authorized officer of a representative of the Underwriters will deliver to the City a disclosure statement and truth-in-bonding statement on behalf of the Underwriters as a condition to the sale of the Series 2014 Bonds to the Underwriters; and

WHEREAS, in accordance with the provisions hereof, the City Council desires to delegate to the Mayor or the Chief Financial Officer, on the recommendation of the Financial Advisor, the authority to determine whether to obtain a Bond Insurance Policy for the Series 2014 Bonds, whether to fund a Series 2014 Subaccount of the Debt Service Reserve Account for the Series 2014 Bonds (the "Series 2014 Reserve Subaccount"), and if so in what amount and whether, in lieu of any required deposits into the Series 2014 Reserve Subaccount, to obtain a Reserve Account Credit Facility; and

WHEREAS, Rule 15c2-12 (herein, the "Rule") of the Securities and Exchange Commission ("SEC") provides that it is unlawful for a broker/dealer or municipal securities dealer to purchase or sell municipal securities, which includes the Series 2014 Bonds, unless the

RESOLUTION NO. 89-14

issuer, which includes the City, has undertaken in a written agreement (herein, the "Undertaking") to provide to specified information repositories annual financial information and operating data relevant to such municipal securities and notice of certain specified material events; and

WHEREAS, the Undertaking is set forth in this Resolution.

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

SECTION 1. AUTHORITY OF THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Bond Resolution, the City Charter, as amended and supplemented, the Florida Constitution, Chapter 166, Florida Statutes, as amended and supplemented, and other applicable provisions of law.

SECTION 2. DEFINITIONS. All capitalized terms used in this Resolution not otherwise defined shall have the meanings ascribed to such terms in the Bond Resolution, unless the context clearly indicates otherwise.

SECTION 3. PURPOSE AND BOND DESIGNATION. The City Council hereby determines at this time to issue not exceeding **TWENTY TWO MILLION DOLLARS (\$22,000,000)** in initial aggregate principal amount of its Public Improvement Revenue Bonds, Series 2014 (or such other designation as may be determined by the Mayor or the Chief Financial Officer) (the "Series 2014 Bonds") for the purpose of (i) paying the Costs of the Series 2014 Project, including the payment of capitalized interest on the Series 2014 Bonds through no later than April 1, 2015 or such later date as may be approved by the Mayor or Chief Financial Officer, (ii) funding the Series 2014 Reserve Subaccount, if and to the extent deemed advisable in accordance with Section 11 hereof, and (iii) paying the costs of issuance of the Series 2014 Bonds, including, if deemed advisable in accordance with Section 11 hereof, the premiums for a

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Bond Insurance Policy and Reserve Account Credit Facility for the Series 2014 Bonds. The Series 2014 Project shall consist of the resurfacing of the streets listed on Exhibit "A" (or such additional or other streets as the City determines to resurface) and improvements to Bicentennial Park.

SECTION 4. TERMS AND DETAILS OF SERIES 2014 BONDS. The terms and details of the Series 2014 Bonds, including but not limited to the principal amounts, Interest Payment Dates, Date of Issue, interest rates, maturity dates, redemption provisions, the lettering and/or numbering thereof, and whether the Series 2014 Bonds shall be Serial Bonds, Term Bonds or both, shall be determined by the Mayor or Finance Director in accordance with the Bond Resolution and the Parameters set forth in Section 7 herein.

SECTION 5. APPLICATION OF SERIES 2014 BOND PROCEEDS. All moneys received by the City from the sale of the Series 2014 Bonds authorized and issued pursuant to the Bond Resolution and this Resolution, shall be disbursed in accordance with the provisions of Article III, Section 4 of the Bond Resolution.

The City is hereby authorized to permit the Underwriters to pay directly to the Bond Insurer, if any, from the proceeds of the Series 2014 Bonds, the cost of the Bond Insurance Policy and Reserve Account Credit Facility, if any. If, for any reason, any of the moneys allocated to pay the costs of issuing the Series 2014 Bonds are not necessary for or are not applied to pay the costs of issuing the Series 2014 Bonds, then such surplus proceeds shall be deposited in the following order:

First, to the Series 2014 Reserve Subaccount, if any, to the full extent necessary, either to reinstate the Reserve Account Credit Facility on deposit therein, if applicable, or to deposit additional moneys so that such deposit, together with such moneys already on deposit therein,

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equals the Debt Service Reserve Requirement for the Series 2014 Bonds, determined in accordance with Section 11 hereof;

Second, to the Principal and Interest Account in the amount, if any, as directed by a certificate of the Chief Financial Officer; and

Third, for any lawful purpose of the City.

SECTION 6. GERNRAL MATTERS RELATING TO THE SALE OF THE SERIES 2014 BONDS. The Official Notice of Sale and Summary Notice of Sale, in substantially the forms attached as Exhibit C to this Resolution, with such changes, modifications and deletions, consistent with the Parameters, as the Mayor or Chief Financial Officer (upon advice of the City Attorney, Bond Counsel and the Financial Advisor) shall deem necessary and appropriate, are hereby authorized and approved. The use and distribution of the final Official Notice of Sale and Summary Notice of Sale in connection with the public sale of the Series 2014 Bonds are hereby approved and authorized. Notice of the public sale of the Series 2014 Bonds shall be published in summary form in the manner required by Section 218.385, Florida Statutes at least one time at least 10 days prior to the date of sale in one or more newspapers or financial journals published within or without the State of Florida in accordance with said Section 218.385. The Mayor or Chief Financial Officer are each hereby authorized and directed to make the initial determinations of the maturity dates and par amounts, the dated date, the Interest Payment Dates, and the redemption provisions, if any, for the Series 2014 Bonds, subject in all respects to the Parameters set forth herein, and to cause the same to be set forth in the final Official Notice of Sale. The Chief Financial Officer is also authorized to determine the date of the public sale of the Series 2014 Bonds.

SECTION 7. PARAMETERS. The City Council hereby delegates to the Mayor or the Chief Financial Officer, based on the recommendation of the Financial Advisor, the

RESOLUTION NO. 89-14

authority to sell the Series 2014 Bonds to the lowest qualified bidder or bidders in accordance with the Parameters. For purposes of this Resolution, the "Parameters" shall be as follows: (i) the original aggregate principal amount of the Series 2014 Bonds shall not exceed \$22,000,000; (ii) the true interest cost rate per annum on the Series 2014 Bonds shall not exceed 5.50%; (iii) the final maturity date of the Series 2014 Bonds shall not be later than approximately 30 years from the Date of Issue; (iv) the purchase price shall not be less than 98% of the original aggregate principal amount of the Series 2014 Bonds (excluding original issue discount and premium); and (v) the Series 2014 Bonds shall be subject to mandatory sinking fund redemption, if issued as Term Bonds, and may be subject to extraordinary redemption and/or optional redemption, if at all, in such manner and at such times so as to produce the best market acceptance for the Series 2014 Bonds, all as shall be provided in the final Official Notice of Sale.

SECTION 8. UNDERWRITERS' DISCLOSURE STATEMENTS. The disclosure statements and truth-in-bonding statements of the Underwriters, as required by Section 218.385, Florida Statutes, as amended and supplemented, shall be delivered to the City prior to or simultaneous with the offer to purchase of the Series 2014 Bonds. The final terms and provisions of the Series 2014 Bonds shall be reflected in the final Official Statement relating to the Series 2014 Bonds.

SECTION 9. PRELIMINARY AND OFFICIAL STATEMENT. The Preliminary Official Statement in substantially the form attached hereto as Exhibit C with such changes as shall be approved by the Mayor or Chief Financial Officer, be and the same is hereby approved, and the City Council hereby approves the use of the final printed Official Statement by the Underwriters in connection with the offering and sale of the Series 2014 Bonds in substantially the same form as the final printed Preliminary Official Statement, with such updates and insertion of final information as shall be approved by the Mayor or Chief Financial Officer. The

RESOLUTION NO. 89-14

City Council hereby further approves the use by the Underwriters of any supplement or amendment to the Official Statement which is necessary so that the Official Statement does not include any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements therein not misleading. The Mayor and Chief Financial Officer are hereby authorized and directed to execute the Official Statement and any amendment or supplement thereto, in the name and on behalf of the City, and thereupon to cause the Official Statement and any such amendment or supplement to be delivered to the Underwriters with such execution and delivery thereof constituting conclusive evidence of the approval required herein of all changes made to the form of the Preliminary Official Statement attached hereto as Exhibit C. The printing, distribution and use of the Preliminary Official Statement in connection with the public offering for sale of the Series 2014 Bonds is hereby authorized. The Mayor or the Chief Financial Officer are authorized to execute a certificate deeming the Preliminary Official Statement "final" within the meaning of the Rule.

SECTION 10. PAYING AGENT AND REGISTRAR. U.S. Bank National Association, having its designated corporate trust office in Miami, Florida, is hereby appointed as paying agent (the "Paying Agent") and registrar (the "Registrar") for the Series 2014 Bonds. By the acceptance of such appointment, U.S. Bank National Association agrees to comply with the terms of any Paying Agent/Registrar Agreement (as herein defined), the Bond Resolution, this Resolution, the Bond Insurance Policy and the Reserve Account Credit Facility for the Series 2014 Bonds, if any, applicable to it. The Paying Agent and Registrar agree to provide to the Bond Insurer, if any, copies of all notices and reports relating to the City or the Series 2014 Bonds received by it or which either is required to be sent to the City or the registered owners of the Series 2014 Bonds.

RESOLUTION NO. 89-14

SECTION 11. SERIES 2014 RESERVE SUBACCOUNT, BOND INSURANCE POLICY AND RESERVE ACCOUNT CREDIT FACILITY. In the event the Financial Advisor advises the Mayor and the Chief Financial Officer that, in order to sell the Series 2014 Bonds or to maximize debt service savings, it is necessary to (i) fund the Series 2014 Reserve Subaccount, (ii) assuming the Series 2014 Reserve Subaccount is to be funded, obtain a Reserve Account Credit Facility to fund the Series 2014 Reserve Subaccount in whole or in part, and/or (iii) obtain a Bond Insurance Policy to secure the Series 2014 Bonds, the Mayor or the Chief Financial Officer, are authorized to approve such action as is recommended by the Financial Advisor. The payment of the applicable premiums in the event it is determined to obtain a Reserve Account Credit Facility and/or Bond Insurance Policy is hereby authorized. The decision (a) whether to fund the Series 2014 Reserve Subaccount and if so, in what amount, (b) whether to obtain a Reserve Account Credit Facility for the Series 2014 Bonds and from whom and (c) whether to obtain a Bond Insurance Policy for the Series 2014 Bonds and from whom, shall be reflected in the final Official Statement. Any Bond Insurance Policy or Reserve Account Credit Facility shall meet the requirements of the Bond Resolution. To the extent necessary to evidence the requirements of any Bond Insurer or Reserve Account Credit Facility Issuer, the Mayor or the Chief Financial Officer, in consultation with the Financial Advisor and Bond Counsel, is hereby authorized and directed to execute any agreement or agreements with such Bond Insurer or Reserve Account Credit Facility Issuer setting forth such requirements. The Clerk hereby is authorized, on behalf of the City, to attest and impress the seal of the City on any such agreements, and said officers and all other officers of the City are hereby authorized and directed to carry out or cause to be carried out all obligations of the City under any such agreements. Execution of any such agreements by the Mayor or the Chief Financial Officer and attestation by the Clerk, if required, shall constitute conclusive evidence of the approval required

RESOLUTION NO. 89-14

herein of all of the terms and conditions contained therein. Nothing contained herein shall require the City to obtain a Bond Insurance Policy or Reserve Account Credit Facility for the Series 2014 Bonds or to fund the Series 2014 Reserve Subaccount.

SECTION 12. REGISTRAR AGREEMENT. If so required by the Paying Agent and Registrar or Bond Counsel, the City Council hereby authorizes the City to execute and deliver a paying agent/registrar agreement (herein, the "Paying Agent/Registrar Agreement") between the City and the Registrar and Paying Agent, subject to the form being approved by the Mayor or the Chief Financial Officer, such approval to be evidenced conclusively by the Mayor or Chief Financial Officer's execution of the Paying Agent/Registrar Agreement. The Mayor or the Chief Financial Officer are hereby directed on behalf of the City to execute and deliver any Paying Agent/Registrar Agreement; the Clerk hereby is authorized, on behalf of the City, to attest and impress the seal of the City on any Paying Agent/Registrar Agreement, if required; and said officers and all other officers of the City are hereby authorized and directed to carry out or cause to be carried out all obligations of the City under the Paying Agent/Registrar Agreement.

SECTION 13. BOOK ENTRY BONDS. The City Council hereby determines that the registration of the Series 2014 Bonds be by a Book- Entry System of registration. The Mayor or the Chief Financial Officer is hereby authorized and directed to execute and deliver all documents or instruments found to be in acceptable form by the City Attorney and Bond Counsel, to evidence such Book- Entry System of registration, the execution and delivery by any of such officers of the City of any document or instrument relating to the Book- Entry System of registration shall constitute conclusive evidence of the City's approval thereof.

SECTION 14. RULE 15C2-12 UNDERTAKING.

A. The City hereby agrees with the Underwriters that with respect to the Series 2014 Bonds it will comply with the provisions of Rule 15c2-12 in effect from time to time (the

RESOLUTION NO. 89-14

“Rule”), promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, to provide or cause to be provided, to the Municipal Securities Rulemaking Board (“MSRB”) in an electronic format prescribed by the MSRB and such other municipal securities information repository as may be required by law or applicable regulation, from time to time (each such information repository, a “MSIR”), within 210 days following the end of each Fiscal Year of the City, commencing with the Fiscal Year ending September 30, 2014, annual financial information and operating data concerning the City, consistent with the financial information and operating data included in the Official Statement, as hereinafter described, and, if not included with the annual financial information, then, when and if available, audited financial statements prepared in accordance with generally accepted accounting principles applicable to the City. If audited financial statements are not available at the time of required filings as set forth above, unaudited financial statements shall be filed pending the availability of audited financial statements. (The information required to be disclosed in this subsection A shall be referred to herein as the “Annual Report”). In connection with the annual financial information and operating data, consistent with the financial information and operating data included in the Official Statement, such information shall be deemed to include, but, except with respect to the historical nature of such information and data, shall not be limited to (to the extent required by the Rule) the following:

- (i) the City’s Comprehensive Annual Financial Report for the immediately preceding Fiscal Year (the “CAFR”); and
- (ii) to the extent no longer included in the CAFR, updates of the information in the Official Statement relating to historical information (not projections) on the City’s Non-Ad Valorem Revenues.

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The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the City; the City agrees that any such modification will be done in a manner consistent with the Rule.

B. The City agrees to provide or cause to be provided to each MSIR in the appropriate format required by law or applicable regulation, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Series 2014 Bonds:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2014 Bonds, or other material events affecting the tax status of the Series 2014 Bonds;
- (vii) modifications to rights of holders of the Series 2014 Bonds, if material;

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- (viii) Series 2014 Bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of any property securing repayment of the Series 2014 Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership or similar event of the City (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);
- (xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive

RESOLUTION NO. 89-14

agreement relating to any such actions, other than pursuant to its terms, if material; and

- (xiv) the appointment of a successor or additional trustee or the change of name of a trustee, if material.

C. The City agrees to provide or cause to be provided, in a timely manner, to each MSIR written notice of a failure by the City to provide the Annual Report described in subsection A above on or prior to the date set forth therein.

D. The City reserves the right to terminate its obligation to provide the Annual Report and notices of material events, as set forth above, if and when the City no longer remains an obligated person with respect to the Series 2014 Bonds within the meaning of the Rule (either by the redemption in full or legal defeasance of all such Series 2014 Bonds). If the City believes such condition exists, the City will provide notice of such termination to each MSIR. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

E. The City agrees that its undertaking pursuant to the Rule set forth in this Section is intended to be for the benefit of the Holders and Beneficial Owners of the Series 2014 Bonds, shall not create any rights in any other persons, firm or corporation and shall be enforceable by any Holder or Beneficial Owner; provided that the right to enforce the provisions of the Undertaking shall be limited to a right to obtain specific enforcement of the City's obligations under this Section and any failure by the City to comply with the requirements of the Undertaking shall not be an event of default with respect to the Bond Resolution, this Resolution or the Series 2014 Bonds.

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F. Any voluntary inclusion by the City of information in the Annual Report of supplemental information that is not required hereunder shall not expand the obligations of the City hereunder and the City shall have no obligation to update such supplemental information or include it in any subsequent Annual Report.

G. Notwithstanding any other provision of this Resolution, the City may amend this Section and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) The amendment or waiver may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Series 2014 Bonds, or the type of business conducted;

(2) The Undertaking, as amended or taking into account such waiver would, in the opinion of Bond Counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2014 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not materially impair the interests of Holders and Beneficial Owners as determined either by parties unaffiliated with the City or obligated person (such as Bond Counsel), or by an approving vote of Holders of the Series 2014 Bonds pursuant to the terms of the Bond Resolution.

In the event of any amendment or waiver of a provision of this Section, the City shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of annual financial information or operating data being presented by the City. In addition, if the amendment or

RESOLUTION NO. 89-14

waiver relates to the accounting principles to be followed in preparing financial statements (i) notice of such change shall be given in the same manner as set forth in subsection B and (ii) the Annual Report for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

H. The City reserves the right to satisfy its obligations under this Section 14 through agents; the City may appoint such agents without the necessity of amending this Resolution. The City may also appoint or designate one or more employees of the City to monitor and be responsible for the Undertaking.

SECTION 15. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions of this Resolution or of the Series 2014 Bonds.

SECTION 16. FURTHER AUTHORIZATIONS; RATIFICATION OF PRIOR ACTS. The Mayor, the Chief Financial Officer, the Clerk, the City Attorney and any other authorized official of the City, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments, and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution, including, but not limited to, complying with any conditions to obtain a Bond Insurance Policy or Reserve Account Credit Facility for the Series 2014 Bonds. All actions

RESOLUTION NO. 89-14

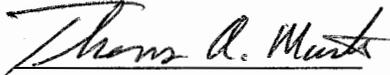
heretofore taken and documents prepared or executed by or on behalf of the City by any of its authorized officers in connection with the transactions contemplated hereby are hereby ratified, confirmed, approved and adopted.

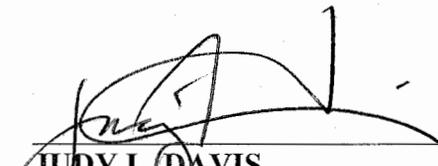
SECTION 17. REPEALER. All resolutions or proceedings, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed.

SECTION 18. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

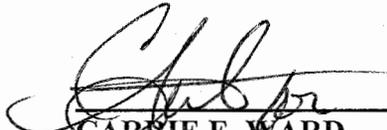
PASSED AND APPROVED this ^{3RD} ~~20th~~ day of ^{SEPTEMBER} ~~August~~, 2014. *cts*

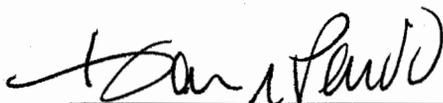
APPROVED:

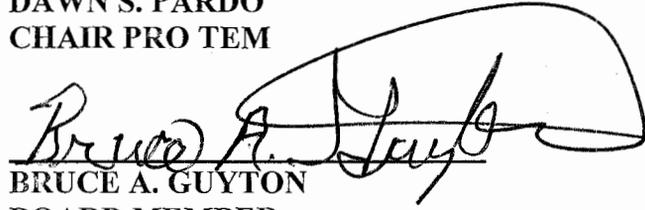

THOMAS A. MASTERS
MAYOR

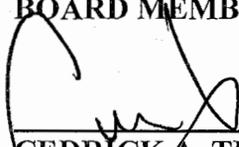

JUDY L. DAVIS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


BRUCE A. GUYTON
BOARD MEMBER


CEDRICK A. THOMAS
BOARD MEMBER


TERENCE D. DAVIS
BOARD MEMBER

RESOLUTION NO. 89-14

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

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

**City of Riviera Beach, Palm Beach County, Florida
Public Improvement Revenue Bonds, Series 2014**

LIST OF EXHIBITS

- | | |
|-----------|--|
| Exhibit A | Description of Series 2014 Project |
| Exhibit B | Official Notice of Sale and Summary Notice of Sale |
| Exhibit C | Preliminary Official Statement |

RESOLUTION NO 90-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE RENEWAL OF HEALTH CARE BENEFIT COVERAGE WITH AETNA HEALTH CARE, AND AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENTS FROM VARIOUS DEPARTMENTAL ACCOUNTS UP TO THE AMOUNT EQUAL TO \$ 754.87 A MONTH PER EMPLOYEE FOR A TOTAL OF \$3,994,772.00 TO AETNA HEALTH CARE OF FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is in need of health insurance coverage for employees for Fiscal Year 2014-2015; and

WHEREAS, on May 7, 2013 Aetna Health Inc. acquired Coventry Health Care of Florida; and

WHEREAS, the City will transition our health insurance carrier from Coventry Health Care of Florida to Aetna Health Inc.; and

WHEREAS, City staff recommends renewal of our health insurance coverage with Aetna Health Care for Fiscal Year 2014-2015; and

WHEREAS, while the City received 0% increase in health insurance, there is a mandatory increase of 3.6% tax (PPACA fee – Patient Protection and Affordable Care Act) required by the federal government.

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

SECTION 1. That staff is hereby authorized to bind coverage for the City of Riviera Beach for health insurance with Aetna HealthCare Inc. for Fiscal Year 2014-2015.

SECTION 2. That the Director of Finance and Administrative Services is authorized to make payments from various departmental accounts in the total amount of \$3,994.772.00.00.

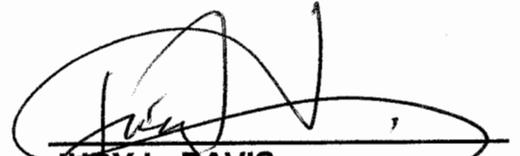
SECTION 3. That this Resolution shall become effective immediately and coverage to commence as of October 1, 2014, upon its passage and approval by the City Council.

PASSED and APPROVED this 3RD day of SEPTEMBER, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

ATTEST:



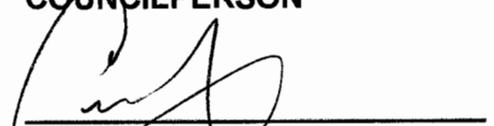
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



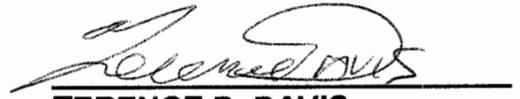
DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: D. PARDO

J. DAVIS AYE

D. PARDO AYE

B. GUYTON AYE

C. THOMAS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: _____

/cbw8/22/2014

RESOLUTION NO. 91-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED THE CONTRACT FOR INFORMATION TECHNOLOGY STRATEGIC MASTER PLAN TO CLIENTFIRST TECHNOLOGY CONSULTING, LLC FOR AN AMOUNT NOT TO EXCEED \$69,878 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2007, the City developed a 5-year information technology strategic plan. The 2007 plan is now outdated and a new strategic plan needs to be prepared, and

WHEREAS, the City issued Request for Proposal Number 443-14 on March 16, 2014 for a qualified firm to provide the City with a Five (5) Year Information Technology Strategic Master Plan, and

WHEREAS, the City of Riviera Beach received four (4) proposals, and

WHEREAS, after evaluation of both written and oral presentation ClientFirst Technology Consulting, LLC was selected to develop a five-year Information Technology Strategic Plan, and

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 the Information Technology Strategic Master Plan to ClientFirst Technology Consulting, LLC.

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

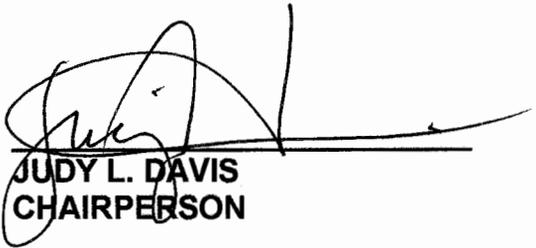
Section 3. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED THIS 3RD DAY OF SEPTEMBER, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

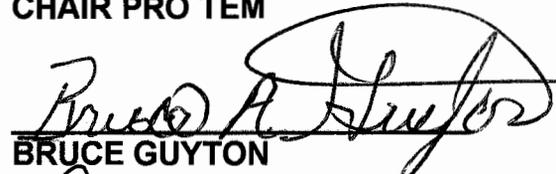
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS

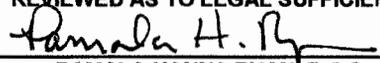
J. DAVIS AYE

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: 9/3/14

**CONTRACT FOR CONSULTING AND PROFESSIONAL SERVICES
FOR
INFORMATION TECHNOLOGY STRATEGIC MASTER PLAN**

This Contract is made as of this ~~22~~^{3RD} day of ~~August~~^{SEPTEMBER} 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 ClientFirst Consulting Group, LLC, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 20-2403791. CA

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

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide professional/consultation services as set forth more fully in the Scope of Work detailed in Exhibit "A", attached hereto and made part hereof and RFP #443-14 issued March 16, 2014 to solicit qualified firms to provide an Information Technology Strategic Master Plan.

The CITY'S representative/liaison 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 33404. Email address: rsherman@rivierabch.com.

ARTICLE 2 - SCHEDULE

This is a one (1) year contract. The CONSULTANT shall commence services on September 1, 2014 and complete all services by August 31, 2015.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. Generally - The total and cumulative amount of this Contract shall not exceed \$69,878, 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 pursuance of the scope of work contained in Exhibit "A", without specific, prior approval of the CITY's representative.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Contract. Invoices will then be sent to the Finance Department for payment and will normally be paid within thirty (30) days following the CITY representative's approval.
- C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work

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

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

Payments to the CONSULTANT shall be sent to:

Accounts Payable
ClientFirst Consulting Group, LLC
1181 California Avenue, Suite 170
Corona, CA 92881

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 and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

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

ARTICLE 7 - SUBCONTRACTING

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

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

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

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

ARTICLE 8 – SBE PARTICIPATION

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

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - AVAILABILITY OF FUNDS

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

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 \$1,000,000 per occurrence and \$3,000,000.00 aggregate 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 \$1,000,000.00 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 CONSULTANT 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**

**City of Riviera Beach
ATTN: Pamala H. Ryan, City Attorney
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404**

If sent to the CONSULTANT shall be mailed to:

**David Krout Managing Partner
ClientFirst Consulting Group, LLC**

**Steve Robichaud, Partner
ClientFirst Consulting Group, LLC**

1181 California Avenue, Suite 170
Corona, CA 92881

1181 California Avenue, Suite 170
Corona, CA 92881

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, ClientFirst Technology Consulting, LLC, hereby represents to the CITY that Steve Robichaud has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 38 - EXHIBITS

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

ARTICLE 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

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

ARTICLE 40 - LEGAL EFFECT

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

ARTICLE 41 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 42 – SURVIVABILITY

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

ARTICLE 43 - DEFAULT

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

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

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

ARTICLE 44 - WAIVER OF SUBROGATION

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

ARTICLE 45 - RIGHT TO REVIEW

The CITY, by and through its Risk Management Division, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required

policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

ARTICLE 46 – WAIVER OF TRIAL BY JURY

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

ARTICLE 47 – PALM BEACH COUNTY INSPECTOR GENERAL

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

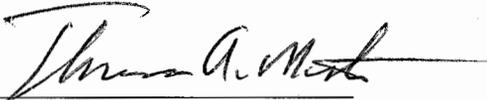
CONTRACT WITH THE CITY OF RIVIERA BEACH

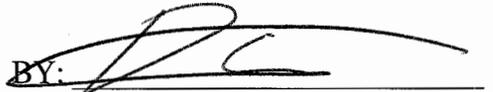
IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

SEAL

CITY OF RIVIERA BEACH

CONSULTANT

BY: 
THOMAS A. MASTERS
MAYOR

BY: 
DAVID KROUT
MANAGING PARTNER
CLIENTFIRST CONSULTING
GROUP, LLC

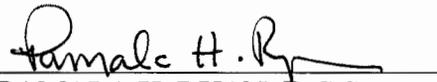
ATTEST:

BY: 
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
RANDY M. SHERMAN
DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

Date: 8/27/14

SCOPE OF SERVICES EXHIBIT A

I. OBJECTS OF THE PROJECT

The City seeks a qualified consultant to develop a five (5) year Information Technology Strategic Master Plan to guide the organization over the next five years in planning, procuring, implementing and managing current and future investments and resources. The Master Plan should include:

- A comprehensive assessment of existing technologies and staffing that will highlight current strengths and weaknesses
- Recommended projects
- Cost estimates
- Prioritization of recommended projects
- A proposed implementation plan that will be incorporated into the Capital Improvement Plan process for FY2015 through FY 2019 and annual budget deliberations. The implementation plan must take into account the current IT staffing level and budgetary considerations.
- Recommendations for cost savings and efficiencies with respect to available regional partnerships and collaboration strategies.
- The consultant must provide a detailed plan and timeline of how they will complete this project within the specified time period established in the RFP schedule.

II. INFORMATION GATHERING

The key to developing a credible Master Plan for the City is reliant upon the comprehensive efforts utilized to gather sufficient input from City officials and departments. The results of the information gathering sessions must be categorized in a logical and systematic fashion and incorporated into the Strategic Master Plan as appropriate. The results must be published as an appendix to the final report.

The consultant shall develop a plan to conduct interviews in order to gain an in-depth understanding of how technology is used throughout the organization. City officials and departments that should be included in the interview process include:

- Mayor and City Council
- City Manager's Office
- Finance Department
- Police Department
- Fire Department
- Public Works Department
- Community Development Department

City professional staff will be available to aid in the logistics of reserving facilities, setting up forums and interviews. The consultant will remain responsible for facilitating

events, conducting interviews, gathering, quantifying, analyzing and reporting on all information obtained throughout this process.

III. ANTICIPATED SPECIFIC TASKS AND SERVICES

A. Software Applications - Assessment of current Police CAD software, Fire Rescue Incident Report Software, Funds Management Software, Building Permit, Code Enforcement and Plan Review software applications with recommendations for eliminating redundant input of data; reducing resources needed for database administration; eliminating need for software interfaces; improving the capacity for sharing information internally amongst departments and publically with citizens and businesses; enhancing capacity for internal collaboration between departments; and facilitating management and policy decisions through standardized reporting models.

B. Network Infrastructure - Assessment of the current network infrastructure, including all data switches, hubs, router, appliances, LAN wiring within the facilities, fiber network between the facilities, and comments with recommendations for appropriate improvements.

C. Telecommunications Infrastructure - Assessment of the current telecommunications infrastructure, including all data switches, controllers and phone devices and provide comments with recommendations for appropriate improvements.

D. Servers and Server-Based Applications - Assessment of the current servers being utilized, including virtual servers, domain servers, email servers, and application servers and provide comments with recommendations regarding management, maintenance and lifecycle of the devices in the final report. Emphasis should be given to newer virtualization technologies. The City's server-based applications include American Data Group fund management system, Visionaire CAD, Fire Rescue Incident reporting, Exchange email server, Track-It help desk, and Outlook Web Access (OWA) remote email access.

E. Storage and Backups (servers only) - Assessment of the current use of Direct Attached Storage (DAS), Network Attached Storage (NAS) and Storage Area Network (SAN), tape backup and off-site storage strategies. Emphasis should be given to newer virtualization technologies.

F. Business Continuity and Disaster Recovery - Assessment of the current disaster recovery initiatives and recommendations for a more comprehensive disaster recovery program.

G. Network and Data Security - Assessment of the current network and data security used by the City. The City is protected from the internet by the use of a firewall appliance, while workstations and laptops are protected using antivirus software. Software is used to filter spam and viruses from emails and is used to protect the City from malicious websites. VPN access is achieved via a separate firewall appliance for users and vendors as required. The Consultant must assess the current level of protection and provide observations with recommendations.

H. Desktop Environment - Assessment of the current desktops, laptops and workstations, operating systems, office applications including any vendor applications such as Eden and GIS. Observations with recommendations regarding deployment, patching, updating, upgrading, monitoring, maintenance and life-cycle must be provided.

I. Software Licensing - Review the current software licensing scheme and provide recommendations that will assist the City in reducing software licensing costs while ensuring compatibility with other agencies. This section will require recommendations in regards to migration or upgrades to newer operating systems or application suites or the adoption and implementation of low-cost or free open-source software applications.

J. Printers - Assessment of the current fleet of printers, copiers, multi-function printers, scanners, fax machines, ink-jet and large-format printer/plotters. Consider printing costs, maintenance costs, and provide recommendations for potential cost savings through standardization and consolidation.

K. Help Desk & Reporting - The City currently uses "Track-It" for its Help Desk software. The Consultant will assess the current system and provide observations with recommendations.

L. Network Monitoring and Reporting - IT has recently installed Solar Winds network monitoring/management software suite. The consultant will assess the current software solution and provide observations with recommendations.

M. Policies and Procedures - Assessment of the current policies and procedures. There is an existing core set of policies and procedures in place, additional policies and procedures may need to be added. The consultant will provide observations with recommendations on the policies and procedures.

N. Document Management and Retrieval - Assessment of the current document management and retrieval capabilities.

O. Email and Message Archiving - Assessment of the current utilization of the City's email system and the method used to archive messages. The Consultant must assess the resiliency of the current system and provide observations with recommendations.

P. Emerging Technologies - Having observed the City's current computing environment, the Consultant is expected to make general recommendations regarding the potential benefits of new or emerging technologies.

Q. Internal Customer Service - Assess the Information Technology department's current internal customer service model and make appropriate recommendations with an emphasis on enhancing the availability of service for the Municipal Library and reducing overall response time for user service requests.

IV. STRATEGIC MASTER PLAN DOCUMENT

The Consultant shall provide a draft Master Plan document to the Director of Information Technology by the date specified in the RFP schedule. The Strategic Master Plan document should include an Executive Summary for the City Council and Executive Management Staff. Following discussions with select City professional staff, the consultant shall refine, finalize and deliver to the City one (1) electronic and twenty (20) professionally bound copies of the final document. The consultant shall participate in at least one meeting with City professional staff to present the draft document and shall attend a minimum of one City Council meeting to present the final document and answer questions.

**FEE SCHEDULE
EXHIBIT B**

City of Riviera Beach Information Technology Strategic Master Plan Hours and Fees Summary	Total Billable Hours	Steve	David	Larry G	Tom J.	Rodney	Tom W.
Hours by Consultant	414	161	61	91	57	39	5
Rate		\$150	\$150	\$150	\$175	\$150	\$150
Fees	\$63,525						
Travel Fixed (Not to Exceed)	\$6,353						
Total Project (Not-to-Exceed)	\$69,878						

*Standard billing rate of service is \$125 - \$175 per hour, plus travel-related expenses, and is based on the type and level of the assigned consultant's skill set.

RESOLUTION NO. 92-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, INCREASING THE SALARIES OF DEPARTMENT HEADS, ADMINISTRATIVE, SUPERVISORY AND CONFIDENTIAL EMPLOYEES BY THREE PERCENT (3%) FOR FISCAL YEAR 2014-2015; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, staff recommends that a three percent (3%) salary adjustment be granted to department heads, administrative, supervisory and confidential employees; and

WHEREAS, the minimum and maximum of the salary schedule for department heads, administrative, supervisory and confidential employees shall be increased by three percent (3%); and

WHEREAS, funds have been provided in the 2014/2015 Budget for salary increase; 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 a salary adjustment be granted and the salaries of the department heads, administrative and confidential employees be increased by three percent (3%) effective upon approval of resolution. There will be no further salary increase for FY2014 and no retroactive pay to October 1, 2014.

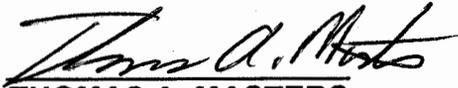
SECTION 2. That the minimum and maximum salary for the pay grades be adjusted by three percent (3%). However, employees who are at the maximum of their pay grade will be eligible for the salary adjustment in the form of a lump sum payment that will not be added to their base salary.

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

PASSED AND APPROVED this 17 day of September, 2014.

RESOLUTION NO. 92-14
PAGE 2

APPROVED:

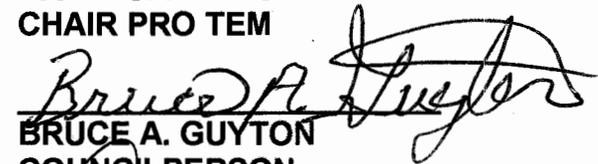

THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


BRUCE A. GUYTON
COUNCILPERSON

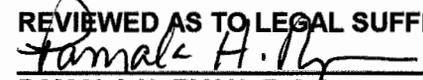

CEDRICK A. THOMAS
COUNCILPERSON


TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

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 9/17/14

RESOLUTION NO. 93-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE JOB CLASSIFICATION LISTS BY CREATING, RECLASSIFICATION AND DELETING CERTAIN CLASSIFIED AND UNCLASSIFIED POSITIONS, PURSUANT TO THE 2014 - 2015 FISCAL BUDGET AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has approved the creation of classified and unclassified positions, reclassification of unclassified positions, and deletion of a classified position; and

WHEREAS, the above positions were approved in the 2014 - 2015 Fiscal Year Budget; and

WHEREAS, these positions will be added, reclassified or deleted on the Job Classification Lists under various categories.

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 following unclassified positions be created and added to the Administrative Job Classification List:

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
ADMINISTRATIVE	IT Manager	22	\$64,445 - \$96,668
	Safety Officer	16	\$45,283 - \$70,188
	Parks Supt.	20	\$57,172 - \$85,758

SECTION 2. That the following unclassified positions be created and added to the Supervisory Job Classification List (PMSA):

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
SUPERVISORY (PMSA)	Chief W/S Maint. Mech.	15	\$43,536 - \$67,482

Contract Adm.	18	\$48,774 - \$75,600
Property Maint. Mgr.	18	\$48,774 - \$75,600

SECTION 3. That the following unclassified positions be reclassified and added to the Supervisory Job Classification List (PMSA):

<u>JOB CLASSIFICATION LIST</u> <u>SUPERVISORY (PMSA)</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
			FROM
	Public Works Suprv.	18	\$48,774-\$70,188
			TO
	Streets & Grounds Mgr.	19	\$53,535-\$80,302
			FROM
	Equipment Mech. Supervisor	18	\$48,774-\$75,600
			TO
	Fleet Services Manager	19	\$53,535-\$80,302
			FROM
	Storm Water Supervisor	18	\$48,774-\$75,600
			TO
	Storm Water Manager	18	\$48,774-\$75,600
			FROM
	Water Service Suprv.	16	\$45,283-\$70,188
			TO
	Asst. W/S Supt.	19	\$53,535-\$80,302

SECTION 4. That the following classified position be created and added to the General Job Classification List.

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
GENERAL	Buyer	12	\$37,549 - \$58,200
	Storm Water Coordinator	11 TO	\$36,554-\$56,659
	NPDES Coordinator/ Projects Asst.	13	\$39,260-\$60,853

SECTION 5. That the following unclassified positions be reclassified and changed on the Administrative Job Classification List.

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
ADMINISTRATIVE	Economic & Business Dev. Mgr.	22	\$64,446 - \$96,669
	Asst. to City Mgr.	22	\$64,446 - \$96,669
	Billing & Coll. Manager	21	\$60,809-91,213
	Cust. Serv. Mgr.	21	\$60,809-91,213
	Bill. & Coll. Suprv.	14	\$41,791-64,777
	Asst. Cust. Serv. Mgr.	19	\$53,535-\$80,302
	Public Works Supt.	20	\$57,172-\$85,758
	Public Works Operations Mgr.	21	\$60,809-\$91,213

SECTION 6. That the following unclassified positions be reclassified and changed on the Department Head Job Classification List.

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION FROM</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
DEPARTMENT HEAD	Dir. of Purchasing & Information Tech.	28	\$86,266 - 129,399
	TO Dir. of Purchasing	25	\$75,355-\$113,313
		FROM	
	Dir., Human Resources	28	\$86,266-\$129,399
		TO	
	Human Resources Mgr.	26	\$78,992-118,488

SECTION 7. That the following classified position be deleted from the Administrative Job Classification List.

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
ADMINISTRATIVE	W/S System Supervisor	18	\$48,774-\$75,600

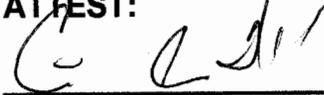
SECTION 8. That this Resolution shall take effect October 1, 2014.

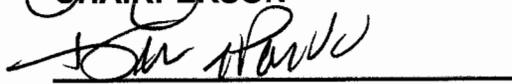
PASSED AND APPROVED this 17 day of September 2014.

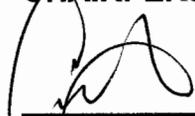
APPROVED:


THOMAS A. MASTERS
MAYOR

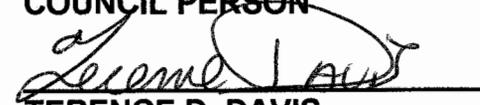

JUDY L. DAVIS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK


DAWN S. PARDO
CHAIRPERSON PRO TEM

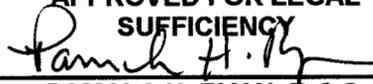

CEDRICK A. THOMAS
COUNCIL PERSON


BRUCE A. GUYTON
COUNCIL PERSON


TERENCE D. DAVIS
COUNCIL PERSON

MOTIONED BY: B. GUYTON
SECONDED BY: C. THOMAS

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

APPROVED FOR LEGAL
SUFFICIENCY

PAMALA H. RYAN, B.C.S.
CITY ATTORNEY
DATE: 9/17/14

RESOLUTION NO. 94-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING ARTHUR J. GALLAGHER & COMPANY – MIAMI TO PLACE THE APPROPRIATE COVERAGES, AND AUTHORIZING THE DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES TO MAKE PAYMENTS FROM THE INSURANCE LIABILITY FUND ACCOUNT NO. 602-0539-5130-4501 UP TO THE AMOUNT OF \$1,840,837.00 TO ARTHUR J. GALLAGHER & CO. - MIAMI FOR RISK PACKAGE FIXED COSTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is in need of its Worker's Compensation/Liability and Property/Casualty Protected Self-Insurance Program to be renewed for one year (2014-2015); and,

WHEREAS, a proposal from Arthur J. Gallagher & Co. – Miami provide the costs and services which best serve the City of Riviera Beach's interest at a total fixed cost not to exceed \$1,840,837.00; and,

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

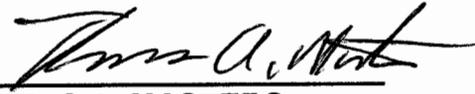
SECTION 1. That Arthur J. Gallagher & Company – Miami provide a comprehensive protected Self-Insurance Program and place coverage as appropriate.

SECTION 2. That the Interim Finance Director is authorized to make payments from Account Number 602-0539-513-0-4501 in the total amount not exceeding \$1,840,837.00 to Arthur J. Gallagher & Company – Miami for risk package fixed costs.

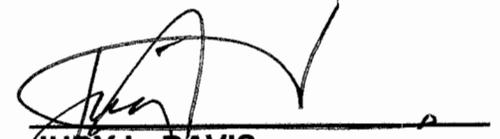
SECTION 3. That this Resolution shall take effect October 1, 2014 upon its passage and approval by City Council.

PASSED AND APPROVED this 17 day of September, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



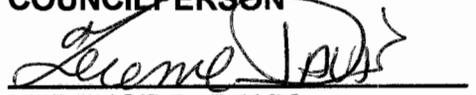
DAWN S. PARDO
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON

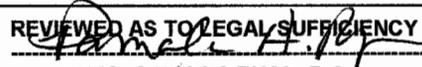


TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

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 HANNA RYAN, B.C.S.,
CITY ATTORNEY
DATE: 9/17/14

cbw 8/28/14

RESOLUTION NO. 95-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING COUNCILMAN CEDRICK A. THOMAS'S 6TH ANNUAL THANKSGIVING TURKEY GIVEAWAY, WITH THE LOCATION OF THE EVENT TO BE ANNOUNCED AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, over the last 2 years, Councilman Cedrick A. Thomas has donated over 2,000 turkeys to families in our community; and

WHEREAS, in keeping with the spirit of Thanksgiving, this year Councilman Cedrick A. Thomas would once again like to donate turkeys to our fellow citizens; and

WHEREAS, Councilman Cedrick A. Thomas will host the 6th Annual Councilman Cedrick A. Thomas Thanksgiving Turkey Giveaway for the Residents of Riviera Beach, on Tuesday, November 25, 2014.

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

SECTION 1. That City Council authorizes Councilman Cedrick A. Thomas to host the 6th Annual Councilman Cedrick A. Thomas Thanksgiving Turkey Giveaway for the residents of Riviera Beach, on Tuesday, November 25, 2014.

SECTION 2. The Director of Finance & Administrative Services is authorized to establish revenue and expenditures accounts to accept and disburse donations for the event.

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

PASSED AND APPROVED THIS 17 DAY OF September, 2014.

APPROVED: [Signature]
THOMAS A. MASTERS
MAYOR

[Signature]
JUDY L. DAVIS
CHAIRPERSON

ATTEST:
[Signature]
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

[Signature]
DAWN S. PARDO
CHAIR PRO-TEM

[Signature]
CEDRICK A. THOMAS
COUNCILPERSON

[Signature]
BRUCE A. GUYTON
COUNCILPERSON

[Signature]
TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO
SECONDED BY: T. DAVIS

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

REVIEWED AS TO LEGAL SUFFICIENCY
[Signature]
PAMALA HANNA RYAN, B.C.S.
CITY ATTORNEY
DATE: 9/17/14

RESOLUTION NO. 96-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE DOCUMENTS RELATED TO THE SALE OF TWO VACANT SURPLUS CITY OWNED PARCELS LOCATED AT 1020 W. 30TH STREET (PCN 56-43-42-29-05-005-0210) APPROXIMATELY 0.14 ACRE AND 1108 W. 34TH STREET (PCN 56-43-42-29-16-004-0470) APPROXIMATELY 0.12 ACRE TO C.B. PREMIER PROPERTIES, LLC IN ACCORDANCE WITH THE CITY'S SALE, EXCHANGE, OR DONATION OF CITY OWNED REAL PROPERTY POLICY; PROVIDING FOR THE RELEASE OF ALL CITY LIENS, FINES AND ADMINISTRATIVE FEES ASSOCIATED WITH THESE PARCELS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 20, 2012, the City Council voted to approve a policy which outlines the procedure for the sale, exchange, or donation of City owned real property; and

WHEREAS, on January 2, 2013, the City Council declared these two properties as surplus via Resolution 06-13; and

WHEREAS, on July 31, 2014, C.B. Premier Properties, LLC requested by letter to purchase the vacant City owned parcels located at 1020 W. 30th Street (PCN 56-43-42-29-05-005-0210) approximately 0.14 Acre for a total amount of \$2,338.35 and 1108 W. 34th Street (PCN 56-43-42-29-16-004-0470) approximately 0.12 Acre for a total amount of \$4,764.25; and

WHEREAS, per the sale, exchange, or donation of City owned real property policy, the City has determined that it no longer needs the above mentioned parcels for municipal purposes; and

WHEREAS, the City has determined that the amount offered for both parcels complies with the City's Procedures for the sale, exchange, or donation of City owned real property, which requires a sale price of at least 85 percent of the Palm Beach County Property Appraiser's market value which are \$2,751 for 1020 W. 30th Street and \$5,605 for 1108 W. 34th Street.

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

RESOLUTION NO. 96-14
PAGE 2

SECTION 1. That the Mayor and City Clerk are authorized, in accordance with the City's sale, exchange, or donation of City owned real property policy, to execute a quitclaim deed for the sale of City property located at 1020 W. 30th Street (PCN 56-43-42-29-05-005-0210) approximately 0.14 acre and 1108 W. 34th Street (PCN 56-43-42-29-16-004-0470) approximately 0.12 acre, both properties to be sold in "as is" condition to C.B. Premier Properties, LLC. If ownership of the parcel is not transferred within sixty (60) days after approval of this resolution, this approval shall expire.

SECTION 2. That the City Council of the City of Riviera Beach hereby authorizes the release of all City Liens, Fines and Administrative Fees on the City property located at 1020 W. 30th Street (PCN 56-43-42-29-05-005-0210) approximately 0.14 acre and 1108 W. 34th Street (PCN 56-43-42-29-16-004-0470) approximately 0.12 acre.

SECTION 3. The City Council authorizes the Director of Finance and Administrative Services to place proceeds into the City's general fund.

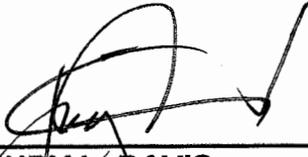
SECTION 4. This resolution shall take effect immediately upon approval.

PASSED and APPROVED this 16th **day of** September **2014.**

APPROVED:



THOMAS A. MASTERS
MAYOR

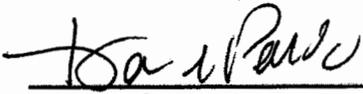


JUDY L. DAVIS
CHAIRPERSON

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: B. GUYTON
SECONDED BY: T. DAVIS

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


REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, B.C.S.,
CITY ATTORNEY
DATE: 9/17/14

RESOLUTION NO. 97-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF A NEW PRO-PATCH ASPHALT UNIT FROM ENVIRONMENTAL PRODUCTS OF FLORIDA BY PIGGYBACKING THE NATIONAL JOINT POWERS ALLIANCE CONTRACT NUMBER 113012-HDI IN THE AMOUNT OF \$97,402; AUTHORIZING THE PURCHASE A NEW M2 112 FREIGHTLINER CAB AND CHASSIS FROM LOU BACHRODT FREIGHTLINER BY PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT NUMBER 13-11-0904 IN THE AMOUNT OF \$85,920; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO APPROPRIATE FUND BALANCE IN THE IMPACT FEE FUND ACCOUNT FOR ROADS IN THE AMOUNT OF \$91,661; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBERS 411-1417-536-0-6451 AND 303-1127-541-0-6452 FOR THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the department receives a large volume of requests with regards to pothole repairs; and

WHEREAS, the current process for repairing potholes requires significant manpower and equipment; and

WHEREAS, the department desires to purchase a new Pro-Patch asphalt unit and a new M2 112 Freightliner cab and chassis on which the asphalt unit will be mounted that will significantly minimize manpower and equipment needs while maintaining the same level of productivity when performing asphalt repairs.

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 of a new Pro-Patch asphalt unit from Environmental Products of Florida by piggybacking the National Joint Powers Alliance Contract number 113012-HDI and the purchase of a new M2 112 Freightliner cab and chassis from Lou Bachrodt Freightliner by piggybacking the Florida Sheriff's Association Contract number 13-11-0904.

SECTION 2. The Director of Finance and Administrative Services is authorized to appropriate fund balance in the impact fee fund account for roads in the amount of \$91,661.

RESOLUTION NO. 97-14

PAGE: 2

SECTION 3. The Director of Finance and Administrative Services is authorized to make payment for same from account numbers 411-1417-536-0-6451 and 303-1127-541-0-6452 in the amount of \$183,322.

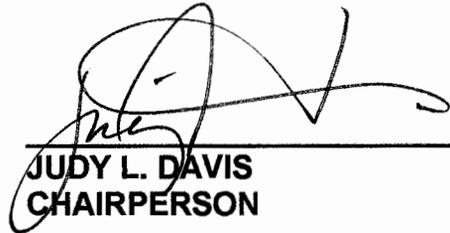
SECTION 4. That the Resolution take effect upon its passage and approval by City Council.

PASSED and APPROVED this 17 day of September, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR

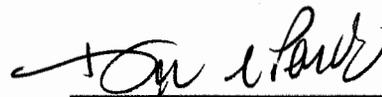


JUDY L. DAVIS
CHAIRPERSON

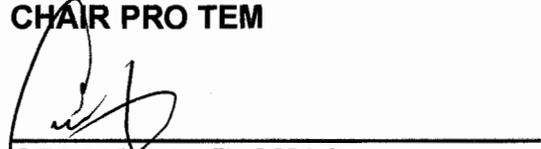
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

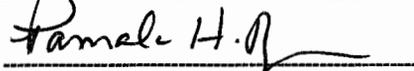


DAWN S. PARDO
CHAIR PRO TEM



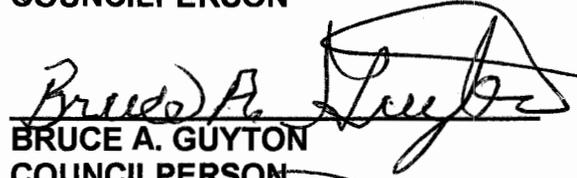
CEDRICK A. THOMAS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

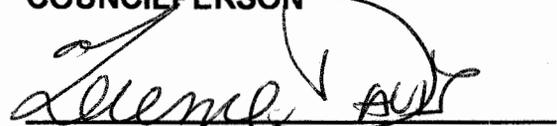


PAMALA HANNA RYAN, B.C.S.
CITY ATTORNEY

DATE: 9/17/14



BRUCE A. GUYTON
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

RESOLUTION NO. 97-14

PAGE: 3

MOTIONED BY: B. GUYTON

SECONDED BY: C. THOMAS

B. GUYTON AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

RESOLUTION NO. 98-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, APPOINTING ATTORNEYS COREY SMITH AND DIANE JAMES-BIGOT AS SPECIAL MASTERS FOR CODE ENFORCEMENT HEARINGS, UNSAFE BUILDING HEARINGS AND FOR OTHER CITY HEARINGS; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE LEGAL SERVICES AGREEMENT FOR THE SAME; AUTHORIZING STAFF TO ADVERTISE FOR ADDITIONAL ATTORNEYS TO SERVE AS SPECIAL MASTERS AS NECESSARY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach maintains and desires to promote the safety, health and welfare of its residents by providing for enforcement of its Code of Ordinances; and

WHEREAS, the City's Code of Ordinances, specifically Chapter 2, Article VI, entitled "*Code Enforcement*," authorizes the City Council to appoint a special master to preside over code enforcement matters once a month, or more often if necessary; and

WHEREAS, Article VI also provides that the special master shall be a licensed attorney and member of the Florida Bar; and

WHEREAS, section 22-35(j) of Article II, entitled "Abatement to Unsafe Buildings" of the City's Code of Ordinances, authorizes the City Council to appoint a special master to conduct all said hearings (hereinafter "unsafe building hearings"); and

WHEREAS, the City has need for special masters and special magistrates (hereinafter "special masters") for other matters including nuisance abatement hearings, red light camera hearings, etc.; and

WHEREAS, attorneys Corey Smith and Diane James-Bigot each possess the experience and skill as attorneys and members of the Florida Bar necessary to serve as special masters for the City; and

WHEREAS, attorneys Corey Smith and Diane James-Bigot's also serve as special masters and magistrates to other local governments; and

WHEREAS, the City has retained the services of Attorney Corey Smith as a special master since 2011 by City Council approval and Attorney Diane James-Bigot since 2008 by City staff approval; and

WHEREAS, the City Council finds that the continued retention of Corey Smith and Diane James-Bigot as special masters for the City in code enforcement hearings, unsafe building hearings, and other City hearings is in the best interests of the City and serves a valid public purpose; and

WHEREAS, the City Council hereby confirms and ratifies staff's appointment of Attorney Diane James-Bigot in 2008; and reappoints both Corey Smith and Diane James-Bigot by agreement, said agreements are attached hereto.

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

SECTION 1. The foregoing WHEREAS clauses are incorporated into this Resolution as true and correct statements and findings.

SECTION 2. The City Council hereby appoints attorneys Corey Smith and Diane James-Bigot as special masters for code enforcement hearings, unsafe building hearings and other City hearings as requested by City staff.

SECTION 3. The Mayor and City Clerk are authorized to execute the attached legal services agreements with attorneys Corey Smith and Diane James-Bigot.

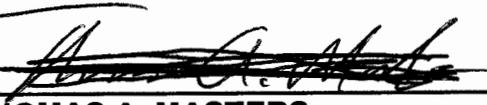
SECTION 4. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Resolution, but they shall remain in effect it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 5. That staff is authorized to advertise in legal publications for additional attorneys to serve as special masters as necessary.

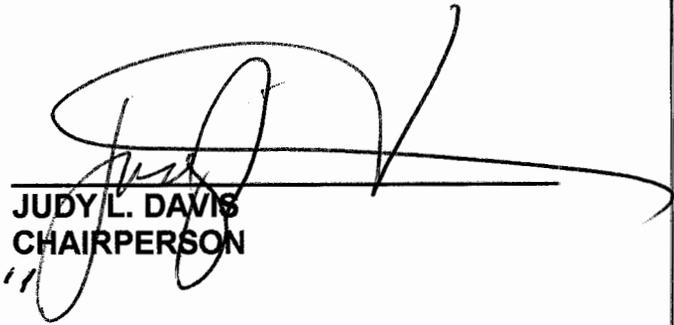
SECTION 6. This resolution shall take effect immediately upon passage and approval by City Council.

PASSED and APPROVED this 17 day of September, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR *I made a mistake,
I am NOT signing!!*

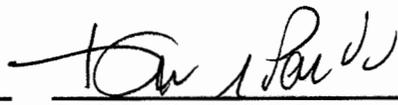


JUDY L. DAVIS
CHAIRPERSON

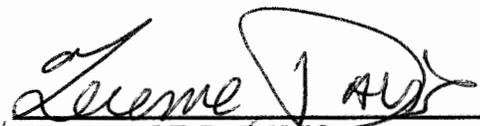
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



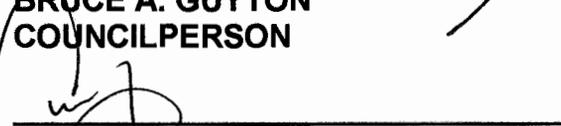
DAWN S. PARDO
CHAIR PRO TEM



TERRENCE D. DAVIS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: C. THOMAS

J. DAVIS AYE

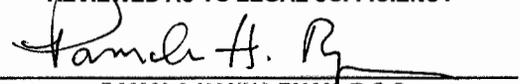
D. PARDO AYE

T. DAVIS NAY

B. GUYTON AYE

C. THOMAS NAY

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 9/17/14

CITY OF RIVIERA BEACH

600 WEST BLUE HERON BOULEVARD, STE 200, RIVIERA BEACH, FL 33404



OFFICE OF THE MAYOR
THOMAS A. MASTERS



'mayormasters'
New Mobile App.



Office: (561) 845-4145
FAX: (561) 845-3041

September 23, 2014

Carrie Ward, MMC
Riviera Beach City Clerk
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

Mrs. Ward,

As you are aware, I respectfully decline to sign the Resolution as approved by the Council on September 17th confirming, ratifying and reappointing Diane James-Bigot, Esq. and Corey Smith, Esq. as the City's Special Masters for Code Enforcement.

Reasons for my actions include the nearly six year lapse in time that the Magistrates have been serving without Council approval according to our own Code of Ordinances. Ms. Bigot has never been brought before Council for approval and Mr. Smith's contract has not been properly ratified since his appointment in 2008, which expired in 2010.

Considering the magnitude of the problem that validating their service from 2008 until today, 2014, could bring on the city, I believe further discussion on the issue is warranted. Because the matter was approved as a Resolution and not an Ordinance which I could simply have used my VETO power, my only recourse at this point is to respectfully decline my official signature.

Sincerely,

Mayor Thomas A. Masters

RECEIVED

SEP 23 2014

OFFICE OF THE CITY CLERK

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT ("Agreement") is entered into this 17 day of September, 2014, by and between the City of Riviera Beach, a Florida municipal corporation ("City") and the Law Office of Corey Smith, P.A., a Florida corporation, or individual ("Attorney").

RECITALS

WHEREAS, the City is in need of a licensed attorney to serve as the City's special master or magistrate (hereinafter "special magistrate") for code enforcement hearings, unsafe building hearings, and other City hearings requiring the use of a special magistrate; and

WHEREAS, the Attorney is qualified and willing to serve as the City's special magistrate for code enforcement hearings, unsafe building hearings, and other City hearings; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for legal services provided by the Attorney to the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Attorney agree as follows:

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

SECTION 2: ATTORNEY'S SERVICES. The Attorney shall serve as the City's special magistrate for code enforcement, unsafe building, and other City hearings as assigned from time to time by City staff. This is a non-exclusive Agreement and the City reserves the right to use the Attorney or another attorney for any and all legal services.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement. It is understood that Attorney will act hereunder as an independent contractor and the relationship between the City and Attorney shall not be construed as a joint venture, partnership or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. **Term.** The term of this Agreement shall be for two (2) years commencing the date this Agreement is approved by the City Council of the City of Riviera Beach ("Term"). The parties may agree in writing to extend the Term of this Agreement for additional two (2) year periods. Attorney will endeavor to advise the City at least thirty (30) days before the end of the Term that the Attorney wishes to renew the Agreement for an additional Term.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days prior written notice of termination. The City Council hereby gives the City Manager the authority to terminate on its behalf.

c. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation of the State of Florida and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City Council in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Attorney of such occurrence and either the City or Attorney may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Attorney for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The City agrees to compensate the Attorney at an hourly rate of two hundred dollars (\$200) per hour.

b. The Attorney shall submit invoices to the City for services that have been rendered in conformity with this Agreement. Invoices will normally be paid within thirty (30) days following the City's receipt of the Attorney's invoice.

c. All invoices must be submitted to the operating department director of the type of hearing (e.g., Code Administrator for code enforcement matters, Community Development Director for Unsafe Building Matters, etc.) with a copy to the City Attorney's Office. Invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. The City does not accept grouping of activities or "block billing" except for hearings the Attorney presides over. Otherwise, each task must be billed separately and each billing entry must be sufficiently descriptive so that it can be determined exactly what professional service was provided and the appropriateness of the related time charge can be assessed. Additionally, the personnel who perform each task must be specified together with their hourly rate. Any other type of billing or timekeeping, which allows compensation for time not actually spent by the Attorney is not permitted by the City.

d. The City will reimburse the Attorney for any out-of-pocket expenses, including, but not limited to, filing fees, long distance telephone charges, postage charges, courier fees,

outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

e. In-house photocopying will be paid at the rate of ten cents (.10) per page. (It would be helpful if each invoice specified the number of copies for which reimbursement is sought.)

f. The City will not pay for local facsimile transmissions.

g. Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.

h. Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

i. The City does not pay for local travel (Palm Beach County), including, but not limited to, attorney's time for such local travel.

j. For all disbursements, the City requires copies of paid receipts, invoices, or other documentation acceptable to the City. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.

k. The City will not be responsible for the cost of any computerized legal research service that the Attorney receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the City requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved in advance.

SECTION 6: INDEMNIFICATION. The Attorney shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Attorney in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence and will indemnify and hold harmless the Attorney, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), for its negligence in the performance its duties under this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Attorney, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and

administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and The Florida Bar.

SECTION 8: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Attorney is not authorized to use the City's Tax Exemption Number.

SECTION 9: PROFESSIONAL LIABILITY INSURANCE: Attorney will maintain in full force and effect, during the life of this Engagement, Standard Professional Liability Insurance with limits not less than three hundred thousand dollars (\$300,000) each occurrence with a maximum deductible of ten thousand (\$10,000). Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any legal services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

SECTION 10: SUCCESSORS AND ASSIGNS. The City and the Attorney each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 11: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. 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.

SECTION 12: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 13: ACCESS AND AUDITS. The Attorney shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. 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 Attorney's place of business. In no circumstances will Attorney be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 14: PUBLIC RECORDS. The City and Attorney 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 Agreement.
- (b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Attorney upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

SECTION 15: AUTHORITY TO PRACTICE. The Attorney hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 16: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 17: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

Office of the City Attorney
City of Riviera Beach
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

With a copy sent via email to the operating department director.

If sent to the ATTORNEY, shall be sent to:

Law Office of Corey Smith, P.A.
1005 17th Street
West Palm Beach, FL 33407

The foregoing names and addresses may be modified if such modification is provided in writing to the other party.

SECTION 18: ENTIRETY OF AGREEMENT. The City and the Attorney agree that this Agreement 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 19: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 20: PREPARATION. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 21: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Attorney fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Attorney to terminate for cause.

SECTION 22: NOTICE OF COMPLAINTS, SUITS & REGULATORY VIOLATIONS. 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 Agreement. 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.

SECTION 23: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 24: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Legal Services Agreement as of the day and year set forth below by the City.

CITY OF RIVIERA BEACH

BY: 
THOMAS A. MASTERS
MAYOR

CORPORATE SEAL

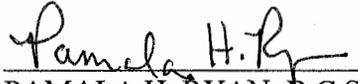
ATTORNEY

BY: 
COREY M. SMITH, ESQ.

ATTEST:

BY: 
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

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

Date: 9/16/14

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT ("Agreement") is entered into this 9TH day of September, 2014, by and between the City of Riviera Beach, a Florida municipal corporation ("City") and DIANE JAMES-BIGOT, ESQ, a Florida corporation or individual ("Attorney").

RECITALS

WHEREAS, the City is in need of a licensed attorney to serve as the City's special master or magistrate (hereinafter "special magistrate") for code enforcement hearings, unsafe building hearings, and other City hearings requiring the use of a special magistrate; and

WHEREAS, the Attorney is qualified and willing to serve as the City's special magistrate for code enforcement hearings, unsafe building hearings, and other City hearings; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for legal services provided by the Attorney to the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Attorney agree as follows:

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

SECTION 2: ATTORNEY'S SERVICES. The Attorney shall serve as the City's special magistrate for code enforcement, unsafe building, and other City hearings as assigned from time to time by City staff. This is a non-exclusive Agreement and the City reserves the right to use the Attorney or another attorney for any and all legal services.

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SECTION 4: TERM AND TERMINATION.

a. **Term.** The term of this Agreement shall be for two (2) years commencing the date this Agreement is approved by the City Council of the City of Riviera Beach ("Term"). The parties may agree in writing to extend the Term of this Agreement for additional two (2) year periods. Attorney will endeavor to advise the City at least thirty (30) days before the end of the Term that the Attorney wishes to renew the Agreement for an additional Term.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days prior written notice of termination. The City Council hereby gives the City Manager the authority to terminate on its behalf.

c. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation of the State of Florida and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City Council in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Attorney of such occurrence and either the City or Attorney may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Attorney for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The City agrees to compensate the Attorney at an hourly rate of two hundred dollars (\$200) per hour.

b. The Attorney shall submit invoices to the City for services that have been rendered in conformity with this Agreement. Invoices will normally be paid within thirty (30) days following the City's receipt of the Attorney's invoice.

c. All invoices must be submitted to the operating department director of the type of hearing (e.g., Code Administrator for code enforcement matters, Community Development Director for Unsafe Building Matters, etc.) with a copy to the City Attorney's Office. Invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. The City does not accept grouping of activities or "block billing" except for hearings the Attorney presides over. Otherwise, each task must be billed separately and each billing entry must be sufficiently descriptive so that it can be determined exactly what professional service was provided and the appropriateness of the related time charge can be assessed. Additionally, the personnel who perform each task must be specified together with their hourly rate. Any other type of billing or timekeeping, which allows compensation for time not actually spent by the Attorney is not permitted by the City.

d. The City will reimburse the Attorney for any out-of-pocket expenses, including, but not limited to, filing fees, long distance telephone charges, postage charges, courier fees,



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i. The City does not pay for local travel (Palm Beach County), including, but not limited to, attorney's time for such local travel.

j. For all disbursements, the City requires copies of paid receipts, invoices, or other documentation acceptable to the City. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.

k. The City will not be responsible for the cost of any computerized legal research service that the Attorney receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the City requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved in advance.

SECTION 6: INDEMNIFICATION. The Attorney shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Attorney in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence and will indemnify and hold harmless the Attorney, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), for its negligence in the performance its duties under this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Attorney, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and



administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and The Florida Bar.

SECTION 8: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Attorney is not authorized to use the City's Tax Exemption Number.

SECTION 9: PROFESSIONAL LIABILITY INSURANCE: Attorney will maintain in full force and effect, during the life of this Engagement, Standard Professional Liability Insurance with limits not less than three hundred thousand dollars (\$300,000) each occurrence with a maximum deductible of ten thousand (\$10,000). Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any legal services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

SECTION 10: SUCCESSORS AND ASSIGNS. The City and the Attorney each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 11: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. 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.

SECTION 12: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 13: ACCESS AND AUDITS. The Attorney shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. 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 Attorney's place of business. In no circumstances will Attorney be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 14: PUBLIC RECORDS. The City and Attorney 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 Agreement.
- (b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Attorney upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

SECTION 15: AUTHORITY TO PRACTICE. The Attorney hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 16: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 17: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

Office of the City Attorney
City of Riviera Beach
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

With a copy sent via email to the operating department director.



If sent to the ATTORNEY, shall be sent to:

Law Offices of Diane James-Bigot
c/o Diane James-Bigot, Esq.
110 SE 22nd Avenue
Boynton Beach, FL 33435

The foregoing names and addresses may be modified if such modification is provided in writing to the other party.

SECTION 18: ENTIRETY OF AGREEMENT. The City and the Attorney agree that this Agreement 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 19: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 20: PREPARATION. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 21: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Attorney fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Attorney to terminate for cause.

SECTION 22: NOTICE OF COMPLAINTS, SUITS & REGULATORY VIOLATIONS. 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 Agreement. 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.

SECTION 23: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 24: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.



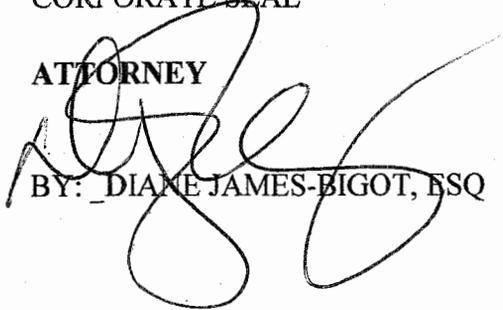
IN WITNESS WHEREOF, the parties hereto have made and executed this Legal Services Agreement as of the day and year set forth below by the City.

CITY OF RIVIERA BEACH

BY: 
THOMAS A. MASTERS
MAYOR

CORPORATE SEAL

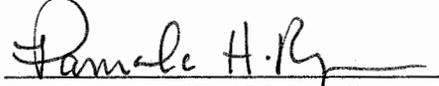
ATTORNEY


BY: DIANE JAMES-BIGOT, ESQ

ATTEST:

BY: 
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

Date: 9/15/14



RESOLUTION NO. 99-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN APPLICATION FROM JOHN AND BETTYE ATKINS REQUESTING SITE PLAN AND SPECIAL EXCEPTION APPROVAL TO DEVELOP AND OPERATE AN 8,980 SQUARE FOOT 165 CHILD DAYCARE AND PRESCHOOL FACILITY ON A VACANT PARCEL OF LAND, APPROXIMATELY 1.12 ACRES IN SIZE, KNOWN BY PCN 56-43-42-29-01-000-0542, LOCATED ON THE WEST SIDE OF R.J. HENDLEY AVE., NORTH OF W. 26TH COURT AND SOUTH OF W. 28TH STREET, WITHIN THE RM-15 MULTIPLE FAMILY DWELLING ZONING DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Atkins family has successfully operated two child care facilities within the City at 1133 and 1144 West 10th Street for many years; and

WHEREAS, In March of 2003, a vacant parcel approximately 1.12 acres in size located on the west side of R.J. Hendley Avenue, known by Parcel Control Number 56-43-42-29-01-000-0542, was purchased by John and Bettye Atkins with intentions of one day expanding their daycare operations to this location; and

WHEREAS, in 2013, the Atkins began to pursue development options for the property known by Parcel Control Number 56-43-42-29-01-000-0542 and officially submitted an application to City staff for special exception and site plan approval for an 8,980 square foot 165 child daycare and preschool facility early in 2014; and

WHEREAS, City staff determined that this development proposal (SE-13-07 and SP-13-14), is consistent with the City's Comprehensive Plan and the City's Land Development Regulations; and

WHEREAS, City staff has found that the development proposal from Atkins has met or exceeded the standards required for granting a special exception as provided in City Code Section 31-62, which include the following: (1) property ingress and egress, (2) off-street parking and loading, (3) refuse and service areas, (4) utilities, (5) screening, buffering and landscaping, (6) signage and exterior lighting, (7) required yards and open space, as indicated within the City Staff Report (Exhibit "D"); and

WHEREAS, on July 24, 2014, the Planning and Zoning Board, an advisory board to the City Council, reviewed the Atkins development proposal and unanimously recommended approval of this project to the City Council; and

WHEREAS, the City Council desires to approve the application from John and Bettye Atkins, for special exception and site plan approval to develop and operate an 8,980 square foot 165 child daycare and preschool facility on a 1.12 acre parcel on the west side of R.J. Hendley Avenue, known by Parcel Control Number 56-43-42-29-01-000-0542.

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 finds that the application from John and Bettye Atkins, for special exception and site plan approval to develop and operate an 8,980 square foot 165 child daycare and preschool facility on a 1.12 acre parcel on the west side of R.J. Hendley Avenue, known by Parcel Control Number 56-43-42-29-01-000-0542, is consistent with the City's Comprehensive Plan and the City's Land Development Regulations.

SECTION 2. The City Council finds that the development proposal from John and Bettye Atkins, has met or exceeded the standards required for granting a special exception as provided in City Code Section 31-62, as indicated within the City Staff Report, attached hereto and made a part of this resolution as Exhibit "D", specifically outlined within the Special Exception Analysis section of the City Staff Report as follows:

Special Exception Analysis [City Code Section 31-62]

- a. Ingress to and egress from the property and the proposed structures thereon, if any, including such considerations as automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.***
 - Vehicular and pedestrian ingress and egress to this site is available directly off of R.J. Hendley Avenue by driveway and sidewalk. The City shall provide any vehicular regulatory signage as determined necessary by the City Engineer.
- b. Off-street parking and loading areas, where required, including consideration of relevant factors in subsection (2)a. of this section, and the economic, noise, glare or odor effects of the location of such areas on adjacent and nearby properties and properties generally in the district.***

- In total, the applicant will provide 46 parking spaces (2 of which are accessible spaces). Fencing will be provided around the entire perimeter of the site for safety. A landscape buffer will be installed on the north, south and west property lines to mitigate potential impacts to adjacent properties.

c. Refuse and service areas, including consideration of relevant factors in subsections (2)a. and b. of this section.

- A dumpster containment area has been provided onsite for trash collection.

d. Utilities, including such consideration as hook-in locations and availability and compatibility of utilities for the proposed use or structure.

- Utilities will be available on site. A utility easement was recorded through an adjacent parcel to the west of the proposed development location (2730 Avenue 'S') to provide for necessary water flow requirements to this site (ORB 26836, PG 0027).

e. Screening, buffering and landscaping, including consideration of such relevant factors as type, dimensions and character to preserve and improve compatibility and harmony of use and structures between the proposed special exception and the uses and structures of adjacent and nearby properties and properties generally in the district.

- A landscape plan was provided with this development request which will provide new landscaping that meets City code requirements. A landscape buffer will be installed on the north, south and west property lines to mitigate potential impacts to adjacent properties. All landscaping must be maintained in perpetuity in accordance with the City's Code of Ordinances.

f. Signs, or outside displays, if any, and proposed exterior lighting, if any, with reference to glare, traffic safety and economic effects of same on properties in the district.

- Wall mounted signage and a monument sign have been proposed on the site plan. Size of signage and specific sign details shall be provided and approved by separate city building permit. Site lighting shall be installed in a manner that prevents glare and light trespass onto adjacent properties and reduces skyglow.

g. Required yards and open spaces. The board shall make such recommendations as it deems necessary, guided by the factors that may be described in this zoning district, based on the nature of the request and its effect.

- Required ratio of impervious to pervious area (70% impervious, 30% pervious) has been met by the applicant. Greenspace is present onsite in the form of landscaping, landscape buffers and play space as 8,250 square feet of area has been proposed for play ground area.

SECTION 3. The City Council approves the application from John and Bettye Atkins, for special exception and site plan approval to develop and operate a 165 child daycare and preschool facility on a 1.12 acre parcel on the west side of R.J. Hendley Avenue, known by Parcel Control Number 56-43-42-29-01-000-0542, with the following conditions:

1. Construction must be initiated within 18 months of the effective date of this resolution in accordance with City Code of Ordinances Section 31-60, "Automatic termination of site plan approval".
2. All future advertising must adhere to City Code of Ordinances Section 31-554, "Advertising within the City of Riviera Beach". Fees and penalties in accordance with this Sec. 31-554 will be levied against the property owner and/or business for violation of this condition
3. A two-year landscaping performance bond for 110% of the value of landscaping and irrigation is required and shall be submitted before a certificate of occupancy is issued.
4. Vehicular regulatory signage shall be installed on R.J. Hendley Avenue as deemed necessary by the City Engineer.

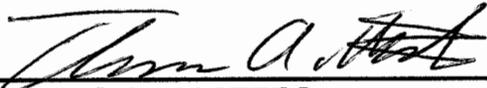
SECTION 4. The associated site plan, landscape plan and building elevations are attached hereto and made a part of this resolution as Exhibit "A", "B" and "C".

SECTION 5. Should any one or more of the provisions or element 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 this resolution.

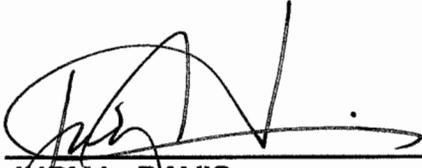
SECTION 6. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 17 day of September, 2014.

APPROVED:

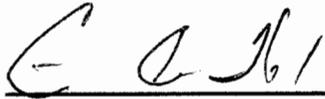


THOMAS A. MASTERS
MAYOR

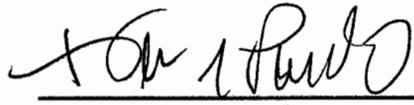


JUDY L. DAVIS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



TERENCE D. DAVIS
COUNCILPERSON



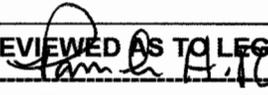
BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: Thomas
SECONDED BY: 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: 9/17/14

RESOLUTION NO. 100-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE CLOSING OF WEST 26TH COURT AT THE INTERSECTION OF WEST 26TH COURT AND AVENUE 'R'; APPROPRIATING UP TO \$4,000 FOR THE MATERIAL AND SERVICES CONNECTED THEREWITH FROM ACCOUNT #303-0717-541-0-6355; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the section of West 26th Court at the intersection of West 26th Court and Avenue 'R' is a platted road right-of-way; and

WHEREAS, on June 17, 2014, the City received a petition from 56 residents in the Monroe Heights Community regarding the traffic concerns at the West 26th Court and Avenue 'R' intersection; and

WHEREAS, the City's Police, Fire, Public Works, and Community Development Departments have no objections to closing West 26th Court at the intersection of West 26th Court and Avenue 'R'; and

WHEREAS, it is in the best interests of the residents of this area for the street to be closed at Avenue 'R' and West 26th Court; and

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

SECTION 1. The City Council hereby approves the closing of West 26th Court at the intersection of West 26th Court and Avenue 'R'.

SECTION 2. The City Council hereby appropriates up to \$4,000 for materials and services to close West 26th Court at the intersection of West 26th Court and Avenue 'R'. Said appropriations shall be made from account no. 303-0717-541-0-6355.

SECTION 3. The City Council authorizes the Finance Director to disburse funds in accordance with this Resolution.

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

PASSED and APPROVED this _____ day of _____, 20_____.

deleted 9/17/14.

RESOLUTION NO. 100-14
PAGE 2 of 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

TERENCE D. DAVIS
COUNCILPERSON

BRUCE A. GUYTON
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

J. DAVIS _____

D. PARDO _____

T. DAVIS _____

B. GUYTON _____

C. THOMAS _____

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: _____

RESOLUTION NO. 101-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A TWO (2) YEAR AGREEMENT WITH RICHARD S. BERNSTEIN & ASSOCIATES, INC., AS AGENT OF RECORD FOR THE CITY OF RIVIERA BEACH TO FACILITATE HEALTH, DENTAL, LIFE, SUPPLEMENTAL AND DISABILITY INSURANCE COVERAGES FOR CITY EMPLOYEES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council directed Staff to advertise a Request for Qualification (RFQ) to solicit qualified professional firms to provide benefit consulting service for its employee group insurance plans; and,

WHEREAS, through the RFP process, the CITY selected the Agent of Record to provide brokerage services; and

WHEREAS, firms were evaluated and Richard S. Bernstein & Associates, Inc. was selected by City Council on June 3, 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 Council approves the two (2) year agreement for professional services with Richard S. Bernstein & Associates, Inc. as Agent of Record for the purpose of facilitating employee insurances benefits.

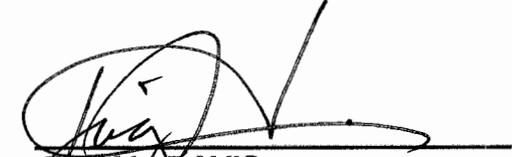
SECTION 2. That the Mayor and City Clerk are authorized to execute the agreement on behalf of the City.

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

PASSED AND APPROVED this 17 day of September, 2014.

APPROVED:


THOMAS A. MASTERS
MAYOR

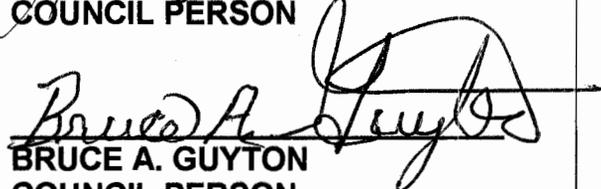

JUDY L. DAVIS
CHAIRPERSON

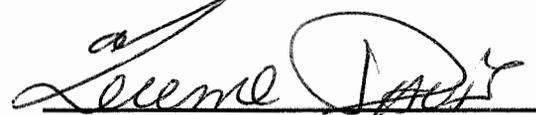
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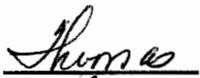

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCIL PERSON


BRUCE A. GUYTON
COUNCIL PERSON


TERENCE D. DAVIS
COUNCIL PERSON

MOTIONED BY: 

SECONDED BY: 

J. DAVIS AYE

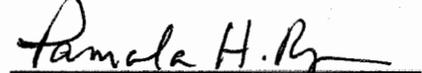
D. PARDO AYE

C. THOMAS AYE

B. GUYTON AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 9/17/14

**PROFESSIONAL SERVICES AGREEMENT
FOR AGENT OF RECORD**

THIS AGREEMENT is made as of this 17th day of September, 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 Richard S. Bernstein & Associates, Inc., a corporation authorized to do business in the State of Florida, whose mailing address 1551 Forum Place 300A, West Palm Beach, Florida 33401, hereinafter referred to as the "AGENT OF RECORD," Federal ID Number: 59-1759982.

WHEREAS, the CITY solicited services for an Agent of Record to assist the City in obtaining health insurance for its employees, through a Request for Proposal ("RFP") 417-13; and

WHEREAS, through the RFP process, the CITY selected the AGENT OF RECORD to provide said services.

NOW, therefore, in consideration of the mutual promises contained herein, the CITY and the AGENT OF RECORD agree as follows:

ARTICLE 1 - SERVICES

The AGENT OF RECORD's responsibility under this Agreement is to provide professional/consultation services in the area Health and Voluntary Insurances as set forth more fully in the scope of work detailed in Exhibit "A" attached hereto and made part hereof and RFP Number 417-13.

The CITY's representative/liason during the performance of this Agreement shall be Marie Sullin, Risk Management Division, who may be contacted by phone at 561-840-4880 or by e-mail at msullin@rivierabch.com.

ARTICLE 2- TERM OF THE AGREEMENT

The Agent of Record shall commence services on Sept. 18, 2014, and end on Sept. 30th 2016. The Agent of Record shall have the option to renew the agreement for TWO YEARS. The option for renewal will be exercised only upon written agreement and with original terms, conditions and unit prices and adhered to with no deviation. Any renewal will be subject to appropriation of funds by the CITY OF RIVIERA BEACH CITY COUNCIL.

ARTICLE 3 - PAYMENTS TO AGENT OF RECORD

The CITY agrees with the commission to be paid to the AGENT OF RECORD by the

appropriate insurance companies in accordance with the fee proposal set forth in Exhibit "B" attached hereto and incorporated by reference herein.

ARTICLE 4 - TERMINATION

This Agreement may be cancelled by the AGENT OF RECORD 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 Agreement through no fault of the AGENT OF RECORD; 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 AGENT OF RECORD. Unless the AGENT OF RECORD is in breach of this Agreement, the AGENT OF RECORD 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 AGENT OF RECORD shall:

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

Termination for Misconduct by Agent. This Agreement may be terminated immediately if Agent is indicted or convicted of any criminal act, becomes the subject of any licensure or disciplinary action by any government agency, becomes the subject of any investigation for fraud or malfeasance by any government agency, or breaches any material provision of this Agreement. Such termination shall be effective upon mailing of the notice of termination by Certified Mail – Return Receipt Requested, to Agent.

This Agreement may also be terminated immediately by the City Manager if a court of competent jurisdiction determines that the RFQ or the selection process leading to the AGENT OF RECORD's selection needs to be rebid through a new solicitation process, etc. In that event, the AGENT OF RECORD will be paid for services rendered through the date of termination or as set out by the court, but it will have no other claims against the CITY.

ARTICLE 5 - PERSONNEL

The AGENT OF RECORD represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. 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 AGENT OF RECORD 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.

Any changes or substitutions in the AGENT OF RECORD's key personnel must be made known to the CITY's representative and written approval must be granted by the CITY's representative before said changes or substitution can become effective.

The AGENT OF RECORD warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

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

All of the AGENT OF RECORD's personnel while on CITY premises, will comply with all CITY requirements governing conduct, safety, and security.

ARTICLE 6 - 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 AGENT OF RECORD as relevant. The AGENT OF RECORD shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the AGENT OF RECORD authorized to use the CITY's Tax Exemption Number in securing such materials.

The AGENT OF RECORD shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 7 - INSURANCE

A. Prior to execution of this Agreement by the CITY, the AGENT OF RECORD 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 AGENT OF RECORD has obtained insurance of the type, amount, and classification as required for strict compliance with this article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY's representative. Compliance with the foregoing requirements shall not relieve the AGENT OF RECORD of its liability and obligations under this Agreement.

- A. The AGENT OF RECORD shall maintain during the term of this Agreement, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- B. The AGENT OF RECORD shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$500,000.00 per occurrence to protect the AGENT OF RECORD 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 Agreement, whether such operations be by the AGENT OF RECORD or by anyone directly or indirectly employed by or contracting with the AGENT OF RECORD.
- C. The AGENT OF RECORD shall maintain, during the life of this Agreement, 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 AGENT OF RECORD 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 AGENT OF RECORD or by anyone, directly or indirectly, employed by the AGENT OF RECORD.
- D. The parties to this Agreement 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, if requested.
- E. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the AGENT OF RECORD shall specifically include the CITY as an "Additional Insured."
- F. **Errors and Omissions Coverage:**
Errors and Omissions coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) per occurrence.

ARTICLE 8 - INDEMNIFICATION

To the extent allowed by Florida law, the AGENT OF RECORD 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 AGENT OF RECORD, its agents, officers, or employees in the performance of services under this Agreement.

The AGENT OF RECORD 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 AGENT OF RECORD not included in the paragraph above and for which the CITY, its agents, officers or employees are alleged to be liable.

The AGENT OF RECORD 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 agreement 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 9 - SUCCESSORS AND ASSIGNS

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

ARTICLE 10 - VENUE

This Agreement 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 Agreement will be held within Palm Beach County.

ARTICLE 11 - 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 12 - CONFLICT OF INTEREST

The AGENT OF RECORD 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 AGENT OF RECORD further represents that no person having any such conflicting interest shall be employed for said performance.

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

Further, please be advised, in accordance with Section 112.313, Florida Statutes, and pertinent Opinions of the Florida Commission on Ethics, that if you 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 Agreement, please contact the Florida Commission on Ethics at (850) 488-7864 to secure an informal advisory opinion regarding your eligibility to enter into this Agreement.

ARTICLE 13 - DELAYS AND EXTENSION OF TIME

The AGENT OF RECORD 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 AGENT OF RECORD 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 AGENT OF RECORD's request, the CITY shall consider the facts and extent of any failure to perform the work and, if the AGENT OF RECORD's failure to perform was without its fault, the Agreement Schedule and/or any other affected provision of this Agreement 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 AGENT OF RECORD 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 AGENT OF RECORD 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 AGENT OF RECORD'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 Agreement.

ARTICLE 14 - INDEBTEDNESS

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

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENT OF RECORD 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 Agreement.

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 AGENT OF RECORD 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 Agreement 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 Agreement and the consummation of the transactions contemplated hereby.

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

ARTICLE 16 - INDEPENDENT AGREEMENT OR RELATIONSHIP

The AGENT OF RECORD is, and shall be, in the performance of all work services and activities under this Agreement, 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 Agreement shall at all times, and in all places, be subject to the AGENT OF RECORD's sole direction, supervision, and control. The AGENT OF RECORD shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENT OF RECORD'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 AGENT OF RECORD 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 Agreement.

ARTICLE 17 - ACCESS AND AUDITS

The AGENT OF RECORD 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 Agreement. 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 AGENT OF RECORD's place of business.

ARTICLE 18 - NONDISCRIMINATION

The AGENT OF RECORD 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, AGENT OF RECORD 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 19 - ENFORCEMENT COSTS

All parties shall be responsible for their own attorney's 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 Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

ARTICLE 20 - AUTHORITY TO PRACTICE

The AGENT OF RECORD hereby represents and warrants that it has and will continue to maintain all licenses and approvals 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'S representative upon request.

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

ARTICLE 21 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 22 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Agreement or performing any work

in furtherance hereof, the AGENT OF RECORD certifies that it, its affiliates, suppliers, subcontractors and AGENT OF RECORD'S 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 23 - MODIFICATION 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 AGENT OF RECORD of the CITY's notification of a contemplated change, the AGENT OF RECORD 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 AGENT OF RECORD ability to meet the completion dates or schedules of this Agreement.

If the CITY so instructs in writing, the AGENT OF RECORD 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 an Agreement Amendment and the AGENT OF RECORD shall not commence work on any such change until such written amendment is signed by the AGENT OF RECORD and the City Manager.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the AGENT OF RECORD agree that this Agreement and any attachments hereto or other documents as referenced in the Agreement 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with the Modification of Work Article.

ARTICLE 25 - NOTICE

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

Richard S. Bernstein & Associates, Inc.
ATTN: Richard S. Bernstein
1551 Forum Place 300A
West Palm Beach, FL 33401

ARTICLE 26 - 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 "Agreement" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Agreement 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 Agreement, nor shall such headings affect the meaning or interpretation of this Agreement.

ARTICLE 27 - WAIVER

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

ARTICLE 28 - PREPARATION

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

ARTICLE 29 - MATERIALITY

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

ARTICLE 30 - REPRESENTATIONS/BINDING AUTHORITY

AGENT OF RECORD has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement. By signing this Agreement, RICHARD S. BERNSTEIN hereby represents to the CITY that he has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all

provisions contained in this Agreement

ARTICLE 31 - EXHIBITS

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

ARTICLE 32 – DOCUMENTS AND CONTROLLING PROVISIONS

This Agreement consists of this Agreement and all exhibits attached hereto, including RFP 417-13, and AGENT OF RECORD's response. The AGENT OF RECORD agrees to be bound by all the terms and conditions set forth in this Agreement. To the extent that a conflict exists between this Agreement and the exhibits, the terms, conditions, covenants, and/or provisions of this Agreement shall control and 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 33 - LEGAL EFFECT

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

ARTICLE 34 - 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 Agreement. 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 35 – SURVIVABILITY

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

ARTICLE 36 - WAIVER OF SUBROGATION

The AGENT OF RECORD 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 AGENT OF RECORD 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 AGENT OF RECORD enter into such an agreement on a pre-loss basis.

ARTICLE 37 - 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 Agreement. 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 38 – WAIVER OF TRIAL BY JURY

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

ARTICLE 39 – PALM BEACH COUNTY INSPECTOR GENERAL

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

SEAL

CITY OF RIVIERA BEACH

AGENT OF RECORD

BY: 
THOMAS A. MASTERS
MAYOR

BY: 
RICHARD S. BERNSTEIN
CEO

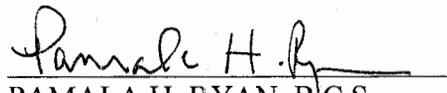
ATTEST:

BY: 
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
DORETHA PERRY
HUMAN RESOURCES DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

Date: 9/16/14

Exhibit A

Market the benefit programs listed below as necessary from time to time, which will include but not be limited to:

- a) Conduct detailed review, analysis and projection sessions with decision makers at key points throughout the plan year; mid-year, fourth quarter and pre-renewal.
- b) Negotiate all renewal rates, benefits and services with group insurance carriers, as directed by the City.
- c) Coordinate, attend and conduct all group insurance committee meetings with employees and management, as well as conduct review sessions and renewal negotiations.
- d) Facilitate quarterly planning/discussion meetings with Human Resources Risk Management Division, City management leadership team and selected employees as well as union representatives.
- e) If directed, conduct a formal bid process (RFP) for insurance which includes analysis of bids, recommendations to City staff and City Council, negotiation with selected carriers and coordinate contract processing.
- f) Facilitate all renewal analysis sessions on all group benefits to include projected rate increases/decreases, projected loss ratios, claims analysis and comparisons, high shock claim analysis, network utilization and RX utilization.
- g) Serve as the liaison between the City and the insurance carriers to resolve any billing or enrollment issues as well as resolving all benefit delivery issues with providers.
- h) Update the City Council, Staff and employees on changes in applicable laws and how to include their financial impact to the City and employees.
- i) If directed, conduct benefit surveys to compare City benefits with other municipalities and companies.
- j) Conduct on-site meetings with employees and/or dependents on a voluntary basis for individual claim resolutions and benefits counseling.

- k) Facilitate annual open enrollment meetings with employees as well as conduct monthly new hire meetings as directed by Human Resources Risk Management Division.
- l) Assist Human Resources Risk Management Division with employee benefit and wellness fair for the purpose of supporting and improving service to employees three (3) Health Fairs annually-- one (1) for general personnel, one (1) for police personnel and one (1) for fire personnel.
- m) Available to answer questions and explanations, discussions, and respond to request from Human Resources Department Risk Management Division with the time frame requested.
- n) Provide guidance and assistance with all COBRA compliance and administration.
- o) Pay for all administrative service fees related to COBRA, Section 125 plans, and leave of absences and retiree benefits.
- p) Coordinate, develop and produce Employee Benefits Handbook/Guide.
- q) Provide on a monthly basis, claims utilization experience report.
- r) In addition Agent of Record will provide additional service to employees. These services will be covered at the expense of Agent of Record. Furthermore, after six (6) months, these additional programs will be reviewed by staff and Richard S. Bernstein and Associates Inc. If the program implemented is unsuccessful, the City will modify the program element to meet the needs of the employees.
- s) Attend City Council meetings and other meetings upon request.
- t) Assist in the facilitation of Monthly Wellness meeting for employees.
- u) Make available a staff member to answer questions as it relates to the Health Care Reform. Exchange for Riviera Beach employees and residence.
- v) At a minimum, attend two (2) monthly on site visits to facilitate and assist employees in the resolution of outstanding insurance issues.

Exhibit B

CITY agrees that up to the following maximum commissions may be paid to AGENT OF RECORD by the applicable vendors/underwriters and that such commissions shall be based on paid premium or paid premium equivalent.

Long Term Disability	9.0% of Paid Premium
Short Term Disability	9.0% of Paid Premium
Life & AD&D	9.0% of Paid Premium
Medical	3.5% of paid premium
Dental	9.0% of Paid Premium
Vision	9.0% of Paid Premium
EAP	0%
AFLAC	40% of Paid Premium for New Enrollment
Cafeteria Plans	Graded scale as filed with the Department of Financial Services

RESOLUTION NO. 102-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF MICROSOFT VOLUME LICENSING FOR WINDOWS SERVER USER LICENSES, EXCHANGE SERVER USER LICENSES AND OFFICE 2013 PROFESSIONAL PLUS USER LICENSES FROM SHI INTERNATIONAL CORPORATION BY PIGGYBACKING THE STATE OF FLORIDA MICROSOFT LICENSE, MAINTENANCE, & SERVICES-CONTRACT #252-001-09 IN THE AMOUNT OF \$92,962; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach is scheduled to be audited soon by Microsoft and has not been in compliance with Microsoft Licensing requirements , and

WHEREAS, in August of 2014 Microsoft advised that the City of Riviera Beach has not provided them with the updated information regarding the Volume Licensing for Windows Server Licenses and Exchange Server Licenses, and

WHEREAS, the City is in dire need to standardize the Office Platform with one single platform, thus improving productivity and ease of support from the IT Division, and

WHEREAS, with this license, the City will have the ability to automatically upgrade to the latest versions of Office for the next 2 years without further payment, saving the City nearly \$100,000.

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

SECTION 1. That the City Council authorizes the purchase of the Microsoft Office Volume Licensing from SHI International Corporation by piggybacking the State of Florida Microsoft License, Maintenance, & Services-Contract #252-001-09 in the amount of \$92,962.

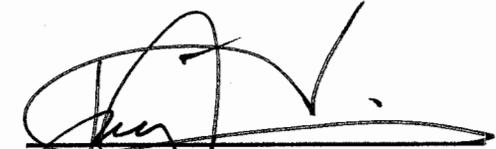
Section 2. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED THIS 18 DAY OF September, 2014.

APPROVED:

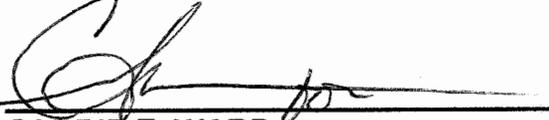


THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

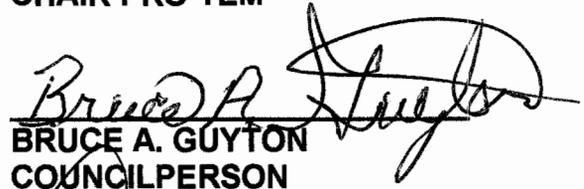
ATTEST:



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

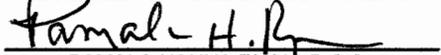
D. PARDO AYE

B. GUYTON AYE

C. THOMAS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 9/16/14

RESOLUTION NO. 103-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING AND APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) TARGET AREA BOUNDARY; AUTHORIZING THE CITY MANAGER TO TRANSMIT THE ADOPTED CDBG TARGET AREA AND CORRESPONDING DATA TO THE PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County Department of Economic Sustainability receives certain grant funds from the U.S. Department of Housing and Urban Development under the Community Development Block Grant (CDBG) Program; and

WHEREAS, the Palm Beach County Department of Economic Sustainability has prepared a Five Year Consolidated Plan, which is a requirement by the U.S. Department of Housing and Urban Development that identifies the geographical areas in which expenditure of CDBG funding may be concentrated; and

WHEREAS, the City of Riviera Beach has entered into an Interlocal Cooperation Agreement with Palm Beach County to receive U.S. Department of Housing and Urban Development CDBG funds; and

WHEREAS, in 2009/2010 reconfigured the CDBG Target Area boundary 9in the northwest portion of the City) within the Palm Beach County Department of Economic Sustainability's Five Year Consolidated Plan and wishes to amend the existing CDBG Target Area boundary attached herewith as 'Exhibit A'; and

WHEREAS, the City of Riviera Beach's amended CDBG Target Area boundary meets the following criteria: at least 51% of the residents must be of low and moderate incomes; the area must be contiguous, no less than 0.1 square mile and no more than 1.0 square mile; existing land use is more than 50% residential; infrastructure conditions in the area demonstrate the need for improvements; and structural conditions in the area demonstrate a need for rehabilitation, and/or code enforcement. Documentation to demonstrate that the City of Riviera Beach's amended CDBG Target Area boundary meets the amendment criteria referenced above is attached herewith as 'Exhibit B'.

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

RESOLUTION NO. 103-14
PAGE 3 of 3

MOTIONED BY: C. THOMAS

SECONDED BY: B. GUYTON

J. DAVIS AYE

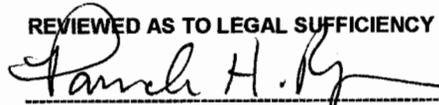
D. PARDO AYE

T. DAVIS AYE

B. GUYTON AYE

C. THOMAS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 9/17/14

RESOLUTION NO. 103-14
PAGE 2 of 3

SECTION 1. The City Council hereby approves the Community Development Block Grant (CDBG) Target Area Boundary.

SECTION 2. The City Council hereby authorizes the City Manager to transmit the adopted Community Development Block Grant (CDBG) Target Area Boundary and corresponding data to the Palm Beach County Department of Economic Sustainability.

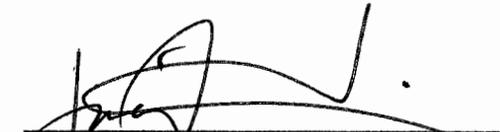
SECTION 3. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 17TH day of SEPTEMBER, 20 14.

APPROVED:



**THOMAS A. MASTERS
MAYOR**

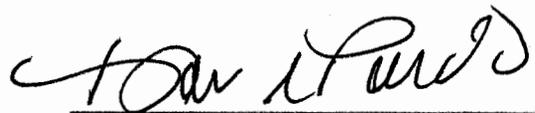


**JUDY L. DAVIS
CHAIRPERSON**

ATTEST:



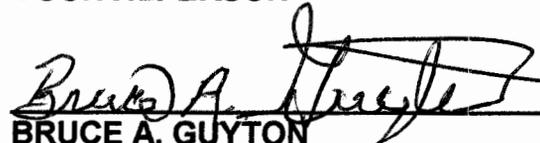
**CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK**



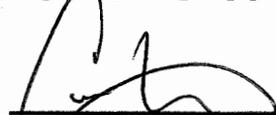
**DAWN S. PARDO
CHAIR PRO TEM**



**TERENCE D. DAVIS
COUNCILPERSON**



**BRUCE A. GUYTON
COUNCILPERSON**



**CEDRICK A. THOMAS
COUNCILPERSON**

RESOLUTION NO. 104-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE MARINA UPLANDS FUNDING INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH, THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE MARINA UPLANDS FUNDING INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the purpose and intent of this Agreement, the parties hereto and the Florida Interlocal Cooperation Act of 1969, as amended (the "Cooperation Act") to permit the City of Riviera Beach, Riviera Beach Utility Special District, and the Riviera Beach Community Redevelopment Agency to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby to provide for the redevelopment of the community redevelopment area and the facilities provided for herein in the manner that will best accord with the existing resources available to each of them and the geographic, economic, population and other factors influencing the needs and developments within their respective jurisdictions; and

WHEREAS, the City Council of the City of Riviera Beach, by the adoption of ordinances and resolutions: (i) on August 7, 1974 established the Riviera Beach Community Redevelopment Agency and on February 21, 2001 found the Agency to have been in continuous existence; (ii) on December 18, 1985 approved the Inlet Harbor Center Plan and amended the Redevelopment Plan, approving the Inlet Harbor City of Riviera Beach Redevelopment Plan Modification 2001, pursuant to Ordinance No. 2912, for the Redevelopment Area; as amended by the adoption of Ordinance 3099, approving the adoption of 2011 Amended Redevelopment Plan (iii) on September 19, 1984, created the Redevelopment Trust Fund; all as contemplated by the Community Redevelopment Act of 1969; and

WHEREAS, as permitted by Section 163.01(5) of the Cooperation Act, by interlocal agreement, the City, the City of Riviera Beach Utility Special District and the Riviera Beach Agency may exercise jointly any power, privilege or authority which both share in common and which each might exercise separately; and

WHEREAS, the City and Riviera Beach Community Redevelopment Agency entered into a Marina Uplands Ground Lease as of July 2, 2014, allowing the Community Redevelopment Agency to lease certain property defined therein at the City's Marina, which is referred to as the "City Marina Upland Property"; and

WHEREAS, the City, the City of Riviera Beach Utility Special District and the Riviera Beach Community Redevelopment Agency desire herein to provide for their mutual and respective understandings, agreements, rights, duties and obligations pertaining to the funding of the redevelopment of the City Marina Upland Property; and

WHEREAS, the redevelopment of the City Marina Upland Property as provided in the Riviera Beach Community Redevelopment Agency's Redevelopment Plan serves a public purpose and is in the best interests of all of the parties hereto and the respective residents and citizens thereof; and

WHEREAS, the Marina Uplands Funding Interlocal Agreement between the City of Riviera Beach, the City of Riviera Beach Utility Special District and the Riviera Beach Community Redevelopment Agency has been enclosed as a part of this Resolution as Exhibit 1.

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

SECTION 1. The City Council hereby approves the Marina Uplands Funding Interlocal Agreement between the City of Riviera Beach, the City of Riviera Beach Utility Special District and the Riviera Beach Community Redevelopment Agency.

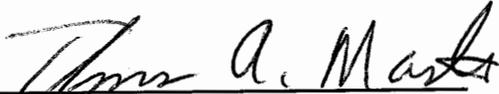
SECTION 2. The City Council hereby authorizes the Mayor and City Clerk to execute the Marina Uplands Funding Interlocal Agreement.

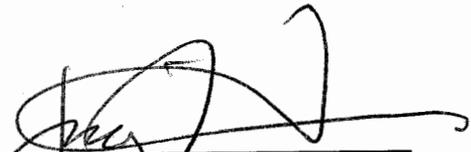
SECTION 3. That this Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED THIS 17TH DAY OF SEPTEMBER, 2014.

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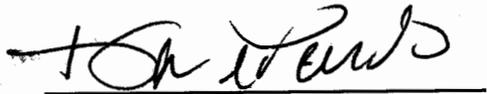
APPROVED:


THOMAS A. MASTERS
MAYOR

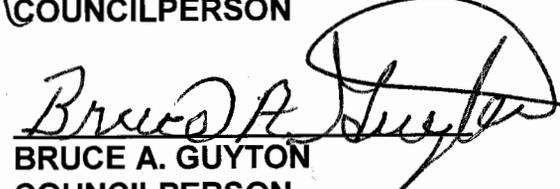

JUDYL. DAVIS
CHAIRPERSON

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: B. GUYTON

SECONDED BY: T. DAVIS

C. THOMAS AYE

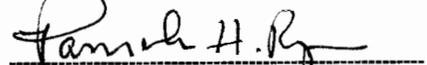
D. PARDO AYE

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B. GUYTON AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/17/14