RESOLUTION NO. 94-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING COUNCILMAN CEDRICK A. THOMAS END OF SUMMER AMATEUR B.B.Q COOK OFF COMPETITION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The office of Councilman Cedrick Thomas is proud to present the City of Riviera Beach End of Summer Amateur B. B.Q. Cook off Competition.

WHEREAS, this is a community based event for the residents and businesses of the City of Riviera Beach. The goal of this event is for each team to compete with some of the great amateur grillers in the City of Riviera Beach; and

WHEREAS, each contestant must submit a registration form to the District office and schedule a preliminary tasting date from selected dates listed below: Saturday, August 22, 2015, Sunday, August 23, 2015,Saturday, August 29, 2015, Sunday, August 30, 2015, Saturday, September 5, 2015, Sunday, September 6, 2015 and Monday, September 7, 2015 to be judged to move on to the final competition; and

WHEREAS, final judging for the competition will be held on Saturday, September 19, 2015 at the Dan Calloway "Tate" Recreation Center.

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

SECTION 1. The City Council authorizes Councilman Cedrick Thomas to host City of Riviera Beach End of Summer Amateur B.B.Q cook off Competition.

SECTION 2. The Director of Finance & Administrative Services is authorized to establish revenue and expenditure 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 5TH **DAY OF** AUGUST**, 2015.**

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

TERENCE D. DAVIS
CHAIR PRO TEM

BRUCE A. GUYTON
COUNCILPERSON

KASHAMBA L. MILLER
COUNCILPERSON

ABSENT
CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: B. GUYTON

D. PARDO	AYE
T. DAVIS	AYE
B. GUYTON	AYE
K. MILLER	AYE
C. THOMAS	ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/3/15

RESOLUTION NO. 95-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DELETION OF THE UNCLASSIFIED PART-TIME RECORDS SPECIALIST AND RE-CLASSIFYING OF THE CLASSIFIED POSITION OF ONE STAFF ASSISTANT TO THE MUNICIPAL RECORD SPECIALIST IN THE CITY CLERK'S OFFICE; AMENDING THE GENERAL EMPLOYEES JOB CLASSIFICATION LIST TO INCLUDE THE CLASSIFIED POSITION OF MUNICIPAL RECORDS SPECIALIST; AND AUTHORIZE THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO AMEND THE BUDGET TO COVER ASSOCIATED COSTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City hired MGT of America to perform an efficiency analysis of the Office of the City Clerk and made a recommendation that the City Clerk dedicate personnel to the functions of Records Specialist to assure compliance with the requirements of Florida's Records Management Program; and

WHEREAS, the City Clerk needs this position of Records Specialist in order to address certain statutory requirements concerning the protection of records; and

WHEREAS, the City Clerk is recommending deleting the unclassified part-time Records Specialist and reclassifying the classified position of one (1) Staff Assistant position in the City Clerk's Office to Municipal Records Specialist; and

WHEREAS, staff recommends that the classified position of Municipal Records Specialist be added to the General Employees Job Classification List; and

WHEREAS, the Finance Department shall amend the City Clerk's FY2015 budget to include the associated costs.

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 Human Resources Department to add the position of Records Specialist to the City's General Employee job classification list; and

JOB CLASSIFICATION LIST	POSITION	GRADE	SALARY RANGE
GENERAL EMPLOYEES	RECORDS SPECIALIST	15	$45,244 - $70,128

SECTION 2: The City Council authorizes the Human Resources Department to delete the unclassified Part-Time Records Specialist position from the General Employees Job Classification List; and .

JOB CLASSIFICATION LIST	POSITION	HOURLY RATE
GENERAL EMPLOYEES	RECORDS SPECIALIST	$18.88

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

PASSED AND APPROVED this 5TH day of AUGUST, 2015.

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RESOLUTION NO. 95-15

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

TERENCE D. DAVIS
CHAIR PRO TEM

BRUCE A. GUYTON
COUNCILPERSON

KaSHAMBA L. MILLER
COUNCILPERSON

ABSENT
CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

D. PARDO	AYE
T. DAVIS	AYE
B. GUYTON	AYE
K. MILLER	AYE
C. THOMAS	ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/3/15

RESOLUTION NO. 96-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT FOR THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION TO INCLUDE A VOTING REPRESENTATIVE FOR THE VILLAGE OF PALM SPRINGS AND PERMANENT SEATS FOR THE CITY OF GREENACRES AND THE VILLAGE OF PALM BEACH; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Palm Beach Metropolitan Planning Organization is the agency that prioritizes transportation funding for all of Palm Beach County; and

WHEREAS, the City of Riviera Beach along with the 14 other members of the Metropolitan Planning Organization entered into an interlocal agreement on October 13th, 2004 which detailed the functions of the Metropolitan Planning Organization; and

WHEREAS, the City of Riviera Beach is a voting member of the Palm Beach Metropolitan Planning Organization established through the existing Interlocal Agreement; and

WHEREAS, the Palm Beach Metropolitan Planning Organization has approved the expansion of its membership to provide a voting representative for the Village of Palm Springs and permanent seats for the City of Greenacres and the Village of Royal Palm Beach; and

WHEREAS, all parties to the Interlocal Agreement and the Governor must approve the addition of voting members to the Palm Beach Metropolitan Planning Organization.

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 of Riviera Beach Council hereby approves and supports the expansion of the membership of the Palm Beach Metropolitan Planning Organization to include a voting representative for the Village of Palm Springs and permanent seats for the City of Greenacres and the Village of Royal Palm Beach.

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

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

PASSED and APPROVED this 5TH day of AUGUST, 2015.

RESOLUTION NO. 96-15

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

TERENCE D. DAVIS
CHAIR PRO TEM

BRUCE A. GUYTON
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COUNCILPERSON

ABSENT

CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: B. GUYTON

D. PARDO	AYE
T. DAVIS	AYE
B. GUYTON	AYE
K. MILLER	AYE
C. THOMAS	ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/3/15

RESOLUTION NO. 97-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; APPROVING A TOWER LEASE AGREEMENT WITH VERIZON WIRELESS PERSONAL COMMUNICATIONS LP, A DELAWARE LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS, TO LEASE A PORTION OF THE TOWER LOCATED AT THE CITY OF RIVIERA BEACH'S POLICE DEPARTMENT; APPROVING A MEMORANDUM OF TOWER LEASE AGREEMENT WITH VERIZON WIRELESS; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE TOWER LEASE AGREEMENT AND MEMORANDUM OF TOWER LEASE AGREEMENT WITH VERIZON WIRELESS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Verizon Wireless Personal Communications LP, a Delaware Limited Partnership D/B/A Verizon Wireless, desires to enter into a lease agreement with the City to utilize a portion of the tower located at the Riviera Beach Police Department; and

WHEREAS, Verizon Wireless agrees to lease a portion of the tower located at the Riviera Beach Police Department for a total annual rental of $31,000 for a 5 year period with an annual rental increase on each anniversary of the commencement date by 3 percent. The Agreement shall automatically be extended for 3 additional 5 year terms unless terminated by either party as stipulated in the lease agreement; and

WHEREAS, the City desires to enter into a lease agreement and memorandum of tower lease with Verizon Wireless to lease a portion of space on the tower located at the Riviera Beach Police Department; and

WHEREAS, the Verizon Tower Lease Agreement at the Riviera Beach Police Department Tower, Memorandum of Tower Lease Agreement, and Riviera Beach Police Department Tower Survey are attached hereto as Exhibit "1", "2", and "3".

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

SECTION 1. The City Council hereby approves the Tower Lease Agreement and Memorandum of Tower Lease Agreement with Verizon Wireless Personal

Communications LP, a Delaware Limited Partnership D/B/A Verizon Wireless, to use a portion of the tower located at the Riviera Beach Police Department.

SECTION 2. The City Council hereby authorizes the Mayor and City Clerk to execute the Tower Lease Agreement and Memorandum of Tower Lease Agreement with Verizon Wireless Personal Communications LP, a Delaware Limited Partnership D/B/A Verizon Wireless, to use a portion of the tower located at the Riviera Beach Police Department. Such authorization shall be contingent upon the subject property being conveyed to the City of Riviera Beach from the City of Riviera Beach Special Utility District.

SECTION 3. The associated Verizon Tower Lease Agreement, Memorandum of Tower Lease Agreement, and Riviera Beach Police Department Tower Survey attached hereto and made a part of this resolution as Exhibit "1", "2", and "3".

SECTION 4. 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 5. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 5TH day of AUGUST, 2015.

RESOLUTION NO. 97-15
PAGE 3 of 3

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

TERENCE D. DAVIS
CHAIR PRO TEM

BRUCE A. GUYTON
COUNCILPERSON

KaSHAMBA L. MILLER
COUNCILPERSON

ABSENT
CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

D. PARDO	AYE
T. DAVIS	AYE
B. GUYTON	AYE
K. MILLER	AYE
C. THOMAS	ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/3/15

RESOLUTION NO. 98-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE RECOMMENDATION OF STAFF TO EXECUTE A THREE YEAR CONTINUING SERVICES CONTRACT FOR BID NO. 497-15 TO ROSSO SITE DEVELOPMENT, INC., OF LAKE WORTH, FLORIDA FOR CONTINUING CONCRETE FLATWORK AND CURBING IN AN AMOUNT NOT TO EXCEED $382,232 ANNUALLY; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; PROVIDING FOR TWO (2) ADDITIONAL TWELVE (12) MONTH RENEWAL OPTIONS BASED UPON THE MUTUAL CONSENT OF THE PARTIES AS EXECUTED BY THE CITY MANAGER; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City often requires the services of construction contracting firms to provide concrete sidewalk, curbing, and paver brick services for a multitude of projects within the City; and

WHEREAS, the City solicited contractors for continuing concrete flatwork and curbing through the issuance of Bid Number 497-15 to provide said services on an as needed basis; and

WHEREAS, Rosso Site Development, Inc., of Lake Worth, Florida was the lowest responsive and responsible bidder.

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 accepts the bid proposal and awards a Continuing Construction Services Contract to the lowest responsive and responsible bidder in an amount not to exceed $382,232 for the continuing concrete flatwork and curbing.

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

SECTION 3. That the Director of Finance and Administrative Services is authorized to make payment for services from various accounts.

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

PASSED and APPROVED this **5th** day of **AUGUST**, **2015.**

RESOLUTION NO. 98-15

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

TERENCE D. DAVIS
CHAIR PRO TEM

BRUCE A. GUYTON
COUNCILPERSON

KaSHAMBA L. MILLER
COUNCILPERSON

ABSENT
CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

D. PARDO	AYE
T. DAVIS	AYE
B. GUYTON	AYE
K. MILLER	AYE
C. THOMAS	ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/3/15

CITY OF RIVIERA BEACH
CONTRACT FOR CONTINUING CONSTRUCTION

This Contract is made as of this 5th day of August, 2015 by and between the CITY OF RIVIERA BEACH, a municipal corporation, by and through its CITY COUNCIL, hereinafter referred to as the CITY, and Rosso Site Development Inc. [ ] an individual, [ ] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 45-4460836.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide continuing construction services for flatwork concrete and curbing, as more specifically set forth in the General Terms and Conditions and Special Terms Conditions in Bid No. 497-15, Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

The CITY'S representative/liaison during the performance of this Contract shall be Terrence Bailey, P.E., City Engineer, telephone no. 561-845-3472.

ARTICLE 2 - SCHEDULE

A. Time of Completion - The period of the Contract shall be three (3) years (36 months), with an option to renew the contract for two (2) additional twelve (12) month periods. The option for renewal will be exercised only upon mutual written agreement and with all original terms, conditions and specifications of the Contract remaining the same with no deviations. Any additional renewals shall be approved and executed by the City Manager on behalf of the City. Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed or purchase order; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within those days indicated on the purchase order, the rate of progress and time of completion being essential conditions of this Contract.

B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to two hundred fifty dollars ($250) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein. It is agreed that these liquidated damages are a good faith and reasonable pre-estimate of CITY's actual damages due to delay by CONTRACTOR because it is difficult, if not impossible, to accurately estimate the actual damages suffered by CITY due to any such delay.

C. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed $382,232.00 annually, which reflects the amount of funds budgeted for these services. All prices, terms and conditions shall remain fixed for the initial three (3) year period of the contract with a price adjustment made upon the first renewal based on the consumer price index (CPI) for all Urban Consumers (CPI-U), Miami, FL August 2015. The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, without specific, prior written approval of the CITY.

B. Progress Invoices - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY's representative, a detailed estimate and invoice of work which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract. The CONTRACTOR shall also submit with each invoice an updated revised work schedule. The CONTRACTOR shall include in the Progress Invoice a Warranty of Title indicating that as of the date of Progress Invoice that all work, materials, and equipment covered by the Progress Invoice passes to the City at the time of payment of the Progress Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by the Progress Invoice and also provide Partial Releases of Lien and/or Partial Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Progress Invoice. CITY has no obligation to pay any Progress Invoice until both a Warranty of Title and Partial Releases of Lien and/or Partial Releases of Payment Bond are provided to CITY.

C. Progress Payments – Progress Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative within ten days of receipt of the invoice, indicating that services have been rendered in conformity with the Contract unless the CITY requires clarification or a correction of the invoice. The invoices will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR's estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract, if any, shall include copies of said 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. 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, if any, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'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 on this Final Invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter. Further, the CONTRACTOR shall include in the Final Invoice a Warranty of Title indicating that that all work, materials, and equipment covered by this Contract passes to the City at the time of payment of the Final Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by Contract and also provide Final Releases of Lien and/or Final Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Contract. CITY has no obligation to pay the Final Invoice until both a Warranty of Title and Final Releases of Lien and/or Final Release of Payment Bond are provided to CITY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR 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 CONTRACTOR'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 non current wage rates or due to inaccurate representations of fees paid to outside contractors. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONTRACTOR 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 CONTRACTOR; provided the CITY fails to cure same within that thirty (30) day period. This Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR 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 CONTRACTOR 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 process, 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 CONTRACTOR 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 CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and licensed and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit "A", must be made known to the CITY's representative and written approval, at CITY's sole discretion, must be granted by the CITY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled, properly licensed, and competent personnel to the highest professional standards in their respective field(s).

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

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

ARTICLE 7 - SUBCONTRACTING

The CITY reserves, at its sole discretion and for any reason, the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor by CONTRACTOR and to inspect all facilities and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. However, in any event the CONTRACTOR shall be responsible for performing 50% of the work, at a minimum, by its own forces and equipment. Any changes or substitutions in the CONTRACTOR's subcontractors must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Further,

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 CONTRACTOR shall promptly do so, subject to acceptance, in writing and at the CITY's sole discretion, of the new subcontractor by the CITY. The CITY shall not unreasonably deny the request. However, the CONTRACTOR must demonstrate that the subcontractor being replaced is unable to perform the work, is performing the work poorly or untimely, or is unable to meet the requirements of the contract with the CITY. The CITY will not address issues related to the CONTRACTOR's specific agreement with the subcontractor including issues of pricing.

If subcontractor(s) are used, the CONTRACTOR shall use only licensed and insured subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment and performance 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 CONTRACTOR shall be responsible for the performance of all subcontractors.

ARTICLE 8 – SBE PARTICIPATION

Consistent with the City's procurement code, Small Business Enterprises (SBE) shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the CITY has established a goal of 15% participation of SBE. Contractor is obligated to demonstrate and document a good faith effort toward the attainment of the 15% SBE participation as a condition of this contract. The CONTRACTOR 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 Taxes. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY's Tax Exemption Number in securing such materials.

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

ARTICLE 10 - AVAILABILITY OF FUNDS

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

ARTICLE 11 - INSURANCE

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

B. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability, insurance in the amount of $500,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well

as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by or contracting with the CONTRACTOR.

E. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

F. 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, then such party shall. in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.

G. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured." Further, if CITY is being reimbursed in whole or in part for the cost of the work contemplated by the Contract by any third party, including but not limited to, any County, State, or Federal agency, CONTRACTOR, at CITY's request, will also list any such third party as an "Additional Insured" on all insurance.

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by law, including section 725.06(2), Florida Statutes, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract, including, but not limited to, to all attorneys' fees and costs incurred by CITY.

The CONTRACTOR 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 CONTRACTOR not included in the paragraph above and for which the CITY, its agents, officers, or employees are alleged to be liable, including, but not limited to, to all attorneys' fees and costs incurred by CITY.

CONTRACTOR 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 CONTRACTOR 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. Neither the CITY nor the CONTRACTOR 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 CONTRACTOR.

ARTICLE 14 – DISPUTE RESOLUTION, VENUE, AND REMEDIES

All claims arising out of this Contract or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County, Florida. 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 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 CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the CITY's representative, in writing, 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 CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30)

days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR's control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide.

No extension of time shall be made for any delay occurring more than seven (7) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which the drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

ARTICLE 18 - INDEBTEDNESS

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 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.

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

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

(b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the CONTRACTOR upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

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.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR 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 CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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 Article for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONTRACTOR 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, CONTRACTOR 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 – LICENSES, APPROVALS AND PERMITS

The CONTRACTOR 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. This includes, but is not limited to, maintaining all licenses and performing all the duties required under Section 489.128, Florida Statutes. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

The CONTRACTOR shall be solely responsible for obtaining, paying for, 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 Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and contractors 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 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 CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the CITY of any estimated change in the completion date; and, (3) advise the CITY if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

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

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

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Terrence Bailey, P.E., City Engineer
Engineering Division, City of Riviera Beach
2391 Avenue L
Riviera Beach, Florida 33404

And if sent to the CONTRACTOR shall be mailed to:

Joseph A. Rosso
111 Vassar Drive
Lake Worth, Fl 33460

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. 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 - SPECIAL CONDITIONS

All materials and supplies provided by CONTRACTOR shall be in strict accordance with the plans and specifications approved by the CITY.

The CONTRACTOR shall furnish bonds and maintain said bonds throughout the duration of the project as provided for in Florida Statutes section 255.01 Et. Seq., covering the faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall be secured by the CONTRACTOR from a surety company licensed in the State of Florida with an "A-" rating or better in management and a "10" rating or better in strength as rated by Best's Key Rating Guide published by Alfred M. Best Company, Oldwick, New Jersey 08858.

The CONTRACTOR shall be required to provide Surety Bonds in the amount of one hundred percent (100%) of the Contract amount. The required premiums shall be paid for by the CONTRACTOR.

In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

1. The surety company shall hold a current certificate or authority as an acceptable surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company shall provide the CITY with satisfactory evidence that such excess risk has been protected in an acceptable manner.

2. The surety company shall have at least the following minimum ratings in the latest revision of Best's Key Rating Guide: Best's Policy Holders Ratings –A- (minimum); Best Financial Category – Class 1.

3. For projects that do not exceed $500,000.00, the CITY will accept bonds in accordance with Florida Statute section 287.0935.

4. If the surety is declared bankrupt, becomes insolvent, its right to do business in the State of Florida is terminated or it ceases to meet the requirements set forth above, the CONTRACTOR shall within ten (10) working days after notification by the CITY substitute another bond and surety company, at no cost to the CITY, meeting the above requirements.

ARTICLE 32 – INSPECTION OF WORK

The CITY'S representative and the CITY'S Engineer shall at all times have access to work wherever it is, in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the CITY, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the CITY Representative and CITY Engineer timely notice of its readiness for inspection. If any such work should be covered up by CONTRACTOR and CITY Representative or CITY Engineer desires to inspect or re-inspect such work for any reason, at the sole discretion of CITY Representative or CITY Engineer, such work must be uncovered for examination, at the CONTRACTOR'S expense.

ARTICLE 33– WARRANTY/GUARANTY

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this Contract as it relates to the construction of flatwork concrete and curbing shall be guaranteed by the Manufacturer/Contractor, if any, for a period of one (1) year from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, including but not limited to material and workmanship for a period of one (1) year. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to install flatwork concrete and curbing.

ARTICLE 34 – PROTECTION OF WORK AND PROPERTY

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

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

ARTICLE 35 – TIME

Time is of the essence in all respects under this Contract.

ARTICLE 36 - 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 37 - WAIVER

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

ARTICLE 38 - PREPARATION

CITY and CONTRACTOR acknowledge that each has had the benefit of counsel or the ability to retain counsel and full and free access to counsel in connection with the negotiation and execution of Contract, that each has consulted or could have consulted with counsel in connection with this Contract, and that each has had the opportunity, prior to execution, to read this Contract and fully understand all of its provisions. Should any provision in this Contract require judicial or quasi-judicial interpretation it is agreed that a Court or other dispute resolution forum interpreting or enforcing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any party by reason of the rule construction that a document is to be construed more strictly against the party who itself or through its agent has prepared the same. CITY and CONTRACTOR agree that this Contract is the product and result of a joint effort.

ARTICLE 39 - MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR 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 40 - REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR 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, Joseph A. Rosso, Rosso Site Development, Inc., hereby represents to the CITY that he/she 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 or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 41 - 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 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of roadway design plans, construction specifications, and the contract manual including this Contract. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and the Plans and Specifications. To the extent that there exists a conflict between this Contract and the Plans and Specifications, 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 43 - LEGAL EFFECT

This Contract shall not become binding and effective until approved, in writing, by both the CITY's designated representative and the CITY COUNCIL OF THE CITY OF RIVIERA BEACH.

ARTICLE 44 - 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 45 – 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 46 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that, by way of inclusion and not limitation, 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 or claim of any kind 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 CONTRACTOR;

b. The filing of any claim, including, but not limited to, a claim against any Payment Bond by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, concerning the failure of the CONTRACTOR to pay any such subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, for any work performed or materials supplied pursuant to this Contract;

c. The filing of any judgment lien against the assets of CONTRACTOR 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 CONTRACTOR; or

d. The filing of a petition by or against the CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONTRACTOR or the CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of the CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for the CONTRACTOR or for the CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

ARTICLE 47 - WAIVER OF SUBROGATION

CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 48 - RIGHT TO REVIEW

The CITY, by and through its Risk Management Department, 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 49 – SUBRECIPENT REQUIREMENTS

CONTRACTOR agrees and recognizes that CITY may be seeking reimbursement in whole or in part for the cost of the work contemplated by this Contract from a third party, including but not limited to, various County, State, and Federal agencies or subdivisions. The reimbursement sought by CITY may be dependent on, amongst other items, CONTRACTOR's compliance with the terms and conditions of this Contract and the furnishing of Subrecipient Requirement information by CONTRACTOR to CITY. CONTRACTOR agrees to fully cooperate with CITY in any requests of CITY to fulfill CITY's Subrecipient Requirements and to otherwise obtain the sought after reimbursement. CONTRACTOR agrees and recognizes that the failure to comply with all the terms and conditions of this Contract and the furnishing of Subrecipient Requirement information to CITY by CONTRACTOR may result in the CITY failing to obtain the sought after reimbursement in whole or in part for the cost of the work contemplated by this Contract and that such failure by the CONTRACTOR shall constitute a material default under this Contract.

ARTICLE 50 – WAIVER OF TRIAL BY JURY

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

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties unto this Contract have set their hand and seal on the day and year above written.

CITY OF RIVIERA BEACH

BY: _____
THOMAS A. MASTERS,
MAYOR

CONTRACTOR

BY: _____
JOSEPH A ROSSO,
PRESIDENT

ATTEST:

BY: _____
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
BRYNT JOHNSON, DIRECTOR
PUBLIC WORKS DEPARTMENT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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

Date: 8/5/15

EXHIBIT "A"

SCOPE OF WORK

The scope of services for this continuing services contract includes but is not limited to the removal of existing concrete, installation of new concrete sidewalk, curbing, and paver brick at various locations in the City of Riviera Beach, Florida. The City intends to issue individual work orders for various works during the course of the contract. It is the City's belief that no individual work order will be above the $100,000 threshold triggering the bonding requirement.

The Work Schedule is integral part of Exhibit A, in accordance with Article 2 (C).

Reports and other required documentation shall be delivered timely and completed in accordance with Sections 1015, 1310, 1720, 1740 and other, and such submittal requirements are integral part of Exhibit A.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONTRACTOR as defined in Exhibit "A" is based on 90% completion and compensation for the work tasks stated herein and shall be paid in accordance with Article 3 and the following Schedule of Values, which is attached herein and which forms a part of Exhibit B.

City of Riviera Beach — City-Wide

Concrete Improvements/Repairs — ESTIMATE

Item	Description	Quantity Total	Quantity Unit	Unit Price $	Total $
1	Remove and Dispose of Existing Concrete Sidewalk (4" Thick)	3500	SY	$6.43	$22,505.00
2	Remove and Dispose of Existing Concrete Sidewalk (6" Thick)	250	SY	$8.18	$2,045.00
3	Form, Place and Finish Concrete Sidewalk (4" thick)	3500	SY	$39.15	$137,025.00
4	Form, Place and Finish Concrete Sidewalk (6" thick)	250	SY	$49.90	$12475.00
5	Form, Place and Finish Concrete Curb and Gutter (Type F)	100	LF	$49.81	$4981.00
6	Form, Place and Finish Concrete Curb and Gutter (Type D)	100	LF	$47.35	$4735.00
7	Form, Place and Finish Concrete Valley Gutter	100	LF	$48.46	$4846.00
8	Remove and Replace Existing Paver Bricks	50	SY	$53.75	$2687.50
9	Install New Paver Bricks	50	SY	$86.00	$4300.00
10	Install Stamped Concrete (No Form Work Required)	1500	SY	$85.50	$128,250.00
11	Header Curb	1000	LF	$19.44	$19440.00
12	Install Pervious Concrete (4" thick)	250	SY	$72.52	$18130.00
13	Install Pervious Concrete (6" thick)	250	SY	$83.25	$20812.50
				TOTAL:	$382,232.00

Note: Individual line items shall include Mobilization and MOT costs

Rosso Site Development, Inc.
111 Vassar Dr
Lake Worth, FL 33460

ROSSI02 OP ID: AC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/20/2014

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

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

PRODUCER
Gateway Insurance Agency
Surety Corp
2430 West Oakland Park Blvd.
Ft. Lauderdale, FL 33311

CONTACT NAME: Lawrence T Dwyer
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Wesco Ins Company	25011
INSURER B : KnightBrook Insurance Co	13722
INSURER C : Travelers Property Casualty	25674
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rosso Site Development, Inc.
Attn: Blair Simpson
111 Vassar Drive
Lake Worth, FL 33460

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		WPP112463202	11/08/2014	11/08/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			KBQFL00004200	11/08/2014	11/08/2015	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		WWC3113312	11/08/2014	11/08/2015	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Equipment Floater			QT6602F918902TIL14	11/08/2014	11/08/2015	Scheduled	320,605
							Rental	100,000

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

Certificate holder is listed as Additional Insured with respect to the General Liability as required by written contract.

CERTIFICATE HOLDER

CITRI01

CITY OF RIVERIA BEACH
600 W BLUE HERON BLVD
RIVERIA BEACH, FL 33404

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RESOLUTION NO. 99-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE WORKER'S COMPENSATION CASE OF MARVIN MCCLENDON V. THE CITY OF RIVIERA BEACH, OJCC CASE NO.: 06-008862 SHP; AUTHORIZING GALLAGHER BASSETT TO MAKE PAYMENT IN THE AMOUNT OF $227,500 AS COMPLETE SETTLEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Marvin McClendon was involved in four accidents while employed with the City of Riviera Beach occurring from 2005 – 2013; and

WHEREAS, although the City provided worker's compensation benefits to Mr. McClendon over the years, some of the medical procedures were litigated between the parties, including Mr. McClendon's claim for permanent total disability; and;

WHEREAS, the parties have reached an agreement over the final claim of permanent total disability, subject to City Council approval.

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

SECTION 1. That settlement in the matter of *Marvin McClendon v. City of Riviera Beach, OJCC Case No. 06-008862 SHP* is hereby approved in the total amount of $227,500, which includes attorney's fees and costs.

SECTION 2. That Gallagher Bassett Services, Inc., is authorized to make payment on behalf of the City, after receiving appropriate releases from Mr. McClendon.

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

PASSED and APPROVED this 5th day of August, 2015.

RESOLUTION NO. 99-15

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

TERENCE D. DAVIS
CHAIR PRO TEM

BRUCE A. GUYTON
COUNCILPERSON

KaSHAMBA L. MILLER
COUNCILPERSON

ABSENT
CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: B. GUYTON

D. PARDO	AYE
T. DAVIS	AYE
B. GUYTON	AYE
K. MILLER	AYE
C. THOMAS	ABSENT

PHR:syj: 7.17.15

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/3/15

RESOLUTION NO. 100-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A REQUEST FROM BONNER MOBILE BAR SERVICE, LLC, FOR ALCOHOL SALES TO BE CONSUMED ON PREMISES AT THE LONE PINE GOLF COURSE, LOCATED AT 6251 NORTH MILITARY TRAIL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in June of 2015, Bonner Mobile Bar Service, LLC, contacted the City, requesting approval for alcohol sales and consumption at the Lone Pine Golf Course, located at 6251 North Military Trail; and

WHEREAS, the request from Bonner Mobile Bar Service, LLC, is to permit the sale and consumption of beer, wine and alcohol (4COP License) at the Lone Pine Golf Course; and

WHEREAS, 6251 North Military Trail, has a recreation/open space zoning designation and recreation future land use designation, which would allow for alcohol sales and consumption to occur on site; and

WHEREAS, City staff received letters of support from Lone Pine Estates Homeowners' Association, Inc., and from Lone Pine Golf Club, Inc.; and

WHEREAS, the Planning and Zoning Board, an advisory board of the City Council, unanimously recommend approval of this use request on July 9, 2015.

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

SECTION 1. The City Council hereby approves the request from Bonner Mobile Bar Service, LLC, for alcohol sales at the Lone Pine Golf Course, located at 6251 North Military Trail, Riviera Beach, FL 33404, which may include beer, wine and/or liquor (which requires a 4COP License or similar from the State of Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco), with the following conditions:

1. All City, County and State licensure must be obtained by Bonner Mobile Bar Service, LLC, prior to initiating the sale and consumption of alcohol

from the Lone Pine Golf Course property, located at 6251 North Military Trail.

2. All future advertising must adhere to the City Code of Ordinances Section 31-554, "Advertising within the City of Riviera Beach".

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

PASSED and APPROVED this 5TH day of AUGUST, 2015.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

TERENCE D. DAVIS
CHAIR PRO TEM

BRUCE A. GUYTON
COUNCILPERSON

KaSHAMBA L. MILLER
COUNCILPERSON

ABSENT
CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUTYON

SECONDED BY: T. DAVIS

D. PARDO	AYE
T. DAVIS	AYE
B. GUYTON	AYE
K. MILLER	AYE
C. THOMAS	ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/3/15

RESOLUTION NO. 101-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A RELEASE OF UNITY OF TITLE FOR VIKING DEVELOPERS, LLC / JSF MARINE, LLC FOR PROPERTY LOCATED AT 2100 AVENUE B TO BE REPLACED WITH A NEW UNITY OF TITLE FOR PROPERTY LOCATED AT 2100 AVENUE B; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On July 11, 1983, a Mr. Robert H. Bradley recorded a Unity of Title with Palm Beach County, Florida for a 1.57 acre parcel of land on lots 1, 2, and 3, Block 2 of the Revised Plat of Cocoanut Lodge Subdivision, Plat Book 7 and page 52 of the Public Records of Palm Beach County, Florida, described herein as "Exhibit A" and "Exhibit B"; and

WHEREAS, lots 1, 2, and 3, Block 2 of the Revised Plat of Cocoanut Lodge Subdivision, Plat Book 7 and page 52 of the Public Records of Palm Beach County, Florida is hereby locally referenced as 2100 Avenue B, Riviera Beach, Florida 33404; and

WHEREAS, the purpose of the 1983 recording of the Unity of Title was to bind lots 1, 2, and 3 together so that the developer could build a maintenance building for boat maintenance on the 3 lots; and

WHEREAS, in 1983, the City Council approved the Unity of Title with the stipulation that if both parties wanted a release from the Unity of Title, an approval from the City Council will need to occur; and

WHEREAS, Viking Developers, LLC desires to exchange several parcels that they own in the City's waterfront area with Rybovich Yachts to allow both companies the opportunity to consolidate various properties that they own in the City's waterfront area; and

WHEREAS, as part of the exchange of property between Viking Developers, LLC and Rybovich Yachts, Rybovich Yachts desires to acquire the Lot 3 parcel to provide expansion opportunities for their existing waterfront operations on the adjacent parcels to the south of Lot 3; and

WHEREAS, in order for Rybovich Yachts to acquire the referenced Lot 3 parcel, the Unity of Title recorded on July 11, 1983 must be released by the City and a new Unity of Title must be established for the referenced Lots 1 and 2; and

WHEREAS, the City of Riviera Beach is in support of the release of Unity of Title at the referenced parcels on 2100 Avenue B and to establish a new Unity of Title on Lots 1 and 2 at 2100 Avenue B.

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 release of Unity of Title recorded on July 11, 1983 on lots 1, 2, and 3, Block 2 of the Revised Plat of Cocoanut Lodge Subdivision, Plat Book 7 and page 52 of the Public Records of Palm Beach County, Florida, referenced locally as 2100 Avenue B, Riviera Beach, Florida 33404.

SECTION 2. The associated Unity of Title recorded on July 11, 1983, revised Plat of Cocoanut Lot Subdivision, and new Unity of Title are attached hereto and made a part of this resolution as Exhibit "A", "B", and "C".

SECTION 3. The City Council hereby approves the aforementioned establishment of a new Unity of Title between on lots 1 and 2, Block 2 of the Revised Plat of Cocoanut Lodge Subdivision, Plat Book 7 and page 52 of the Public Records of Palm Beach County, Florida, referenced locally as 2100 Avenue B, Riviera Beach, Florida 33404.

SECTION 4. 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 5. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 5TH day of AUGUST, 2015.

RESOLUTION NO. 101-15
PAGE 3 of 3

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

TERENCE D. DAVIS
CHAIR PRO TEM

BRUCE A. GUYTON
COUNCILPERSON

KaSHAMBA L. MILLER
COUNCILPERSON

absent
CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

D. PARDO	AYE
T. DAVIS	AYE
B. GUYTON	AYE
K. MILLER	AYE
C. THOMAS	ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/3/15

DELETED DELETED

RESOLUTION NO. 102-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT NUMBER ONE TO THE EXISTING CONTRACT WITH ARCHITECTS DESIGN GROUP TO PROVIDE PROFESSIONAL SERVICES FOR THE DESIGN OF THE NEW PUBLIC SAFETY COMPLEX BY INCREASING THE CONTRACT VALUE BY $421,043; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO 10%; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 310-0203-521-0-6251; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 17, 2013, per Resolution No. 88-13, the City Council approved a contract with Architects Design Group (ADG) to provide professional services for the design of the new Public Safety Complex located at 1481 West 15th Street; and

WHEREAS, the cost of ADG services per the July 17, 2013 contract was $581,989 of which $393,236 was for architectural, mechanical, plumbing, electrical and structural disciplines; and

WHEREAS, the City's original budget for the proposed project was $6,049,781, which included the construction of the Police Department, Fire Department Station and Administrative Headquarters, Emergency Operations Center, E-911 Communications Center, and the Public Works Complex; and

WHEREAS, the cost estimate to complete the project escalated; and

WHEREAS, for verification purposes, the City contracted with Gilbane for Consulting and Professional Services for a Cost and Value Engineering Analysis of the new Public Services Complex; and

WHEREAS, on April 3, 2015, Gilbane developed a detailed cost estimate reflecting $17,141,466 in construction costs for the Public Services Complex which verified ADG's original cost estimate; and

DELETED DELETED

WHEREAS, after confirmation of the construction value by Gilbane, ADG notified the City in writing that based on the detailed construction cost estimate provided by Gilbane in the amount of $17,141,466, the City owed ADG $720,959 in additional fees based on the six and half percent (6.5%) construction value amount; and

WHEREAS, twenty-five percent (25%) is reserved for bidding and construction administration and is therefore not being included in the six and half percent (6.5%) amount at this time, bringing the fee discrepancy to $540,719.65; and

WHEREAS, City staff further negotiated with ADG to reduce the $540,719.65 fee down to $351,468, at a thirty-five percent (35%) reduction; and

WHEREAS, ADG also notified the City that there is an additional $69,575 fee for value engineering services bringing the total of the additional fee owed to ADG to $421,043.

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 amendment number one to the contract with ADG with a fee increase in the amount of $421,043 which includes $69,575 for value engineering and $351,468 for original design development services.

SECTION 2: The Mayor and City Clerk are authorized to execute the Amendment on behalf of the City.

SECTION 2: The Director of Finance and Administrative Services is authorized to make payment from account number 310-0203-521-0-6251.

SECTION 3. The City Manager is authorized to approve change orders up to 10% of the contract amount.

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

PASSED AND APPROVED this 5TH day of AUGUST, 2015.

DELETED DELETED

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

TERENCE D. DAVIS
CHAIR PRO TEM

BRUCE A. GUYTON
COUNCILPERSON

KASHAMBA L. MILLER
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

D. PARDO _____

T. DAVIS _____

B. GUYTON _____

K. MILLER _____

C. THOMAS _____

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/4/15

FIRST AMENDMENT TO CONTRACT
FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF RIVIERA BEACH AND ARCHITECTS DESIGN GROUP

This First Amendment to the Professional Services Agreement is made and entered into this ___ day of August, 2015, by and between the CITY OF RIVIERA BEACH, FLORIDA, a municipal corporation existing under the laws of the State of Florida, hereinafter "City," and ARCHITECTS DESIGN GROUP, a Florida corporation, hereinafter referred to as "ADG" or "ARCHITECT."

WITNESSETH:

WHEREAS, on July 17, 2013, per Resolution No. 88-13, the City Council authorized ADG to provide professional services for the design of the new Public Safety Complex located at 1481 West 15th Street; and

WHEREAS the cost of ADG services per the July 17, 2013 contract was $581,989; and

WHEREAS, the City's original budget for the proposed project was $6,049,781, which included the construction of the Police Department, Fire Department Station and Administrative Headquarters, Emergency Operations Center, E-911 Communications Center, and the Public Works Complex; and

WHEREAS, the cost estimate to complete the project escalated; and

WHEREAS, for verification purposes, the City contracted with Gilbane for Consulting and Professional Services for a Cost and Value Engineering Analysis of the new Public Services Complex; and

WHEREAS, on April 3, 2015, Gilbane developed a detailed cost estimate reflecting $17,141,466 in construction costs for the Public Services Complex which verified ADG's original cost estimate; and

WHEREAS, after confirmation of the construction value by Gilbane, ADG notified the City in writing that based on the detailed construction cost estimate provided by Gilbane in the amount of $17,141,466, the City owed ADG $720,959 in additional fees based on the six and half percent (6.5%) construction value amount; and

WHEREAS, twenty-five percent (25%) is reserved for bidding and construction administration and is therefore not being included in the six and half percent (6.5%) amount at this time, bringing the fee discrepancy to $540,719.65; and

WHEREAS, City staff further negotiated with ADG to reduce the $540,719.65 fee down to $351,468, at a thirty-five percent (35%) reduction; and

WHEREAS, ADG also notified the City that there is an additional $69,575 fee for value engineering services bringing the total of the additional fee owed to ADG to $421,043.

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

SECTION 1: That Section 5 entitled "TERM OF SERVICES AND COMPENSATION," section b, is hereby amended

FROM:

The CITY shall pay the ARCHITECT the amount not to exceed Five Hundred Eighty-One Thousand Nine Hundred Eighty Nine ($581,989.00) which shall include certain reimbursable expenses (as addressed below). The fees are set forth more specifically in "Exhibit A." ARCHITECT's reimbursable expenses will be billed at 1.1 times cost under this Contract.

TO:

The CITY shall pay the ARCHITECT the amount not to exceed One Million Three Thousand Thirty Two ($1,003,032.00) (a sum of the original contract amount of $581,989.00 plus the additional fees due of $421,043.00) which shall include certain reimbursable expenses (as addressed below). The detailed fees are set forth more specifically in "Attachment E" of the original contract and in "Attachment E.1" to this First Amendment. ARCHITECT's reimbursable expenses will be billed at 1.1 times cost under this Contract.

SECTION 2: That ATTACHMENT "E" Sections 3, 4 and 7 are hereby amended as set out in ATTACHMENT "E.1" as attached.

SECTION 3: In all other respects, the terms of the Contract shall remain in full force and effect, and the parties agree to perform all duties and obligations as set forth therein.

SIGNATURES ON FOLLOWING PAGE

FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES

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

CITY OF RIVIERA BEACH

BY: _____
THOMAS A. MASTERS
MAYOR

ARCHITECTS DESIGN GROUP

BY: _____
IAN REEVES, PRESIDENT

ATTEST:

BY: _____
CLAUDENE L. ANTHONY, CMC
CITY CLERK

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. R

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

DATE: 8/4/15

RESOLUTION NO. 103-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE CONTRACT FOR RFP NO. 476-14 TO A & ASSOCIATES OF WEST PALM BEACH, FLORIDA TO PROVIDE ARMED AND UNARMED SECURITY GUARD SERVICES FOR THE MUNICIPAL COMPLEX AND THE CITY MARINA AT AN ANNUAL BASE COST OF $160,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A TWO YEAR CONTRACT WITH A RENEWAL OPTION FOR ONE (1) ADDITIONAL TWENTY FOUR (24) MONTH PERIOD, COMMENCING SEPTEMBER 1, 2015 AND ENDING AUGUST 31, 2017. TO EXECUTE SAID CONTRACT; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE APPROPRIATE OPERATING ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City' of Riviera Beach Procurement Code Chapter 16.5 (Municode), a request for proposals were publicly solicited through RFP 475-14 to provide security guard services for City Hall and the Municipal Marina; and

WHEREAS, City departments have budgeted funds for security guard services; and

WHEREAS, thirteen proposals were submitted and the evaluation process has validated that the proposal submitted by A & Associates satisfies the requirements established in the solicitation; and

WHEREAS, staff recommends that City Council authorize the Mayor and City Clerk to execute a contract for Security Guards services to A & Associates, Inc. of West Palm Beach, Florida. For a period of two (2) years with one (1) additional twenty four month renewal period;

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

SECTION 1. The City Council hereby accepts staff's recommendation and the negotiated terms for security guard services and awards a two (2) year service contract to A & Associates, of West Palm Beach, Florida, and authorizes the Mayor and City Clerk to execute same.

SECTION 2. The City Council authorizes the use of budgeted operational funds for security guard services not to exceed $ 160,000.

SECTION 3. That the Mayor and City Clerk are hereby authorized to execute the contract.

SECTION 4. That the City Manager is hereby authorized to execute renewals as detailed in the contract.

SECTION 5. This Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND ADOPTED this 5TH day of AUGUST, 2015.

REMAINDER OF DOCUMENT INTENTIONALLY LEFT BLANK

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

TERENCE D. DAVIS
CHAIR PRO TEM

BRUCE A. GUYTON
COUNCILPERSON

KaSHAMBA L. MILLER
COUNCILPERSON

ABSENT
CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

D. PARDO	AYE
T. DAVIS	AYE
B. GUYTON	AYE
K. MILLER	AYE
C. THOMAS	ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/3/15

CONTRACT FOR ARMED AND UNARMED SECURITY GUARD SERVICES

This Contract is made as of the 5th day of August, 2015, 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 **A & Associates, Inc., 951 Sansbury's Way, West Palm Beach, Florida 33411**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is **80-0668811**.

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

ARTICLE 1 - SERVICES

A. The CONTRACTOR'S responsibility under this Contract is to provide two (2) armed security guards for City Hall, located at 600 W. Blue Heron Boulevard, Riviera Beach, Florida, and one (1) unarmed security guard for Municipal Marina, located at 200 East 13th Street, Riviera Beach, Florida, as more specifically set forth in the Request for Proposals to wit, RFP No. 476-14, detailed in Exhibit "A", attached hereto and made part hereof and contractor's response to the RFP, attached as Exhibit "C."

B. All guards must meet the minimum qualifications as set forth in Exhibit "A." CONTRACTOR shall render all services in a diligent, careful, thorough and professional manner consistent with sound business practices and consistent with security standards, subject to policies and guidelines established in Exhibit "A" or which from time to time hereafter may be established by the CITY. CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

C. The CITY shall have the right to determine acceptable performance standards of CONTRACTOR's personnel staffing. Any employee deemed by the CITY as unfit to perform the services shall be promptly removed, without delay, from the assignment by the CONTRACTOR upon notice by the CITY and replaced with personnel acceptable to the CITY in its sole discretion.

D. The CITY's representative/liaison during the performance of this Contract shall be Danny Jones, Deputy City Manager, telephone number (561) 845-4010, email ddjones@rivierabch.com.

ARTICLE 2 – TERM OF CONTRACT

The term of this Contract shall be for a period of two (2) years with a renewal option for one (1) additional consecutive twenty four (24) month period. The option for renewal will be exercised only upon written agreement and with original terms, conditions and unit prices adhered to with no deviation. Any renewal will be subject to appropriation of funds by the

CITY OF RIVIERA BEACH CITY COUNCIL. The City Manager is authorized to enter into renewal contracts on behalf of the CITY.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. Generally – In consideration of the performance of the Services by CONTRACTOR, the covenants, representations and warranties of CONTRACTOR contained in this Contract and for the performance of all its other duties and obligations as set forth in this Contract, the CITY agrees to compensate the CONTRACTOR the hourly rate of Seventeen Dollars and Thirteen Cents ($17.13) per security guard, for each hour of service by the armed security guards and Fourteen Dollars and Seven Cents ($14.07) for each hour of service by the unarmed roving guard (the "Contract Rate"), Fee Proposal, as set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed $160,000 or the amount of funds annually budgeted for these services. The CITY shall not reimburse the CONTRACTOR for any costs incurred as a direct result of the CONTRACTOR providing service to the CITY in pursuance of the scope of work contained in Exhibit "A", without specific, prior approval of the CITY.

B. Invoices received from the CONTRACTOR 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 and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the CITY in advance for each payment period. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

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

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR upon sixty (60) 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 CONTRACTOR; provided that the CITY fails to cure same within that ten (10) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, upon sixty (60) days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR 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 CONTRACTOR 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.

ARTICLE 6 - PERSONNEL

The CONTRACTOR 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. The CONTRACTOR shall comply with all necessary Federal, State and local laws, ordinances and regulations pertaining to the employment of its personnel.

CONTRACTOR shall perform background checks and pre-employment screenings, as well as random drug testing of guards at its sole expense. CONTRACTOR shall be responsible for any and all taxes and other charges against any of the services provided under this Contract. All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit "A", 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; such approval shall not unreasonably withheld.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standard of care in the field for which CONTRACTOR is providing services to the CITY.

The CONTRACTOR 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 CONTRACTOR. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONTRACTOR'S personnel (and all Subcontractors) while on CITY premises, will comply with all CITY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor, to inspect all facilities after providing written notice to the CONTRACTOR, and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Rejection of a proposed subcontractor may result in a change in pricing unless such rejection is due solely to poor performance. In any event, said rejection shall in no way obligate CITY to accept such change in pricing but CITY may, in its sole discretion, agree to same.

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 CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

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

ARTICLE 8 - 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 CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY's Tax Exemption Number in securing such materials.

The CONTRACTOR 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 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

A. Prior to execution of this Contract by the CITY the CONTRACTOR 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 CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY's

representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $1,000,000 per occurrence.

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $3,000,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damage, which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR 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 CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

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, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.

F. All insurance, other than Professional Liability and Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured".

ARTICLE 11 - INDEMNIFICATION

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

The CONTRACTOR further agrees to indemnify, 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 CONTRACTOR not included in the

paragraph above and for which the CITY, its agents, officers or employees are alleged to be liable.

The CONTRACTOR 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 provision shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

ARTICLE 13 - 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 in Palm Beach County.

ARTICLE 14 - 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 15 - CONFLICT OF INTEREST

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

The CONTRACTOR 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 CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR.

The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 16 - DELAYS AND EXTENSION OF TIME

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

Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR's failure to perform was without it or its subcontractor's 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.

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

ARTICLE 17 - INDEBTEDNESS

The CONTRACTOR 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 CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR 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 CONTRACTOR 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 and other data developed, or purchased, under this Contract for or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY.

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

The CITY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

ARTICLE 19 - PUBLIC RECORDS

The CONTRACTOR shall comply with Florida Public Records Act, and specifically section 119.0701, Florida Statues, 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 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 CONTRACTOR is, and shall be, in the performance of all work, services and/or 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, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the

CONTRACTOR's relationship and the relationship of its employees, agents, or servants to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR 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 CONTRACTOR warrants that it is has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR's place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONTRACTOR 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, CONTRACTOR 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 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 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 CONTRACTOR 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 CONTRACTOR 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 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 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, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors 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 Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs, in writing, the CONTRACTOR 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 CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed 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 if sent to the CITY shall be mailed to:

CITY OF RIVIERA BEACH, OFFICE OF THE CITY MANAGER
DANNY JONES, DEPUTY CITY MANAGER
600 WEST BLUE HERON BLVD.
RIVIERA BEACH, FLORIDA 33404
ddjones@rivierabch.com

and if sent to the CONTRACTOR shall be mailed to:

A & ASSOCIATES, INC.
c/o MS. EVELYN LOONEY, VP
951 SANSBURY'S WAY, SUITE 203
WEST PALM BEACH, FLORIDA 33411
OFFICE PHONE 561-533-5303
Evelyn@AssociateStaffing.com

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this 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 CONTRACTOR 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 CONTRACTOR shall provide any necessary materials to maintain such protection.

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

ARTICLE 32 – TIME

Time is of the essence in all respects under this Contract.

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 CONTRACTOR 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

CONTRACTOR 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, Evelyn Looney hereby represents to the CITY that she 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 she 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 CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that there exists a conflict 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 or other interest in land or right to use 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 CONTRACTOR;

B. The filing of any judgment lien against the assets of CONTRACTOR 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 CONTRACTOR; or

C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

ARTICLE 44 - WAIVER OF SUBROGATION

CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 45 - RIGHT TO REVIEW

The CITY, by and through its Risk Management Department, 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. 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 – AUDITOR GENERAL

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the proposer or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of any contract entered into between the parties as justification for termination.

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SIGNATURES ON FOLLOWING PAGE

CONTRACT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

BY: _____
THOMAS A. MASTERS
MAYOR

A & ASSOCIATES, INC.

BY: _____
EVELYN LOONEY
VICE PRESIDENT

BY: _____
CLAUDENE L. ANTHONY, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
PAMELA DALEY
INTERIM PURCHASING MANAGER

DATE: 7/28/15

RESOLUTION NO. 104-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE CONTRACT FOR RFP NO. 517-15 FOR A PERIOD OF FIVE (5) YEARS WITH TWO (2) ADDITIONAL 24 MONTH RENEWAL TERMS AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SERVICE CONTRACT WITH CINTAS CORPORATION OF WEST PALM BEACH, FLORIDA TO PROVIDE UNIFORM RENTAL AND CLEANING SERVICES FOR VARIOUS CITY OF RIVIERA BEACH DEPARTMENTS AT AN ANNUAL ESTIMATED COST OF $100,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID CONTRACT; AND AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENTS FROM THE APPROPRIATE OPERATING ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City of Riviera Beach Procurement Code Chapter 16.5 (Municode), request for proposals were publicly solicited through RFP 517-15 Uniform Rental and Cleaning Services to provide uniform rental and cleaning services for City personnel in various departments; and

WHEREAS, the City serves as the lead agency on behalf of fourteen government entities that represent the Southeast Florida Government Purchasing Cooperative; and

WHEREAS, City departments have budgeted funds for uniform rental and cleaning services; and

WHEREAS, three proposals were submitted and the evaluation process has validated that the proposal submitted by Cintas satisfies the requirements established in the solicitation; and

WHEREAS, it was determined that Cintas submitted the number one proposal and desires to enter into a five (5) year services contract with two (2) additional twenty four month renewal periods with a maximum increase of 3% per twenty four month renewal term;

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

SECTION 1. The City Council hereby accepts staff's recommendation and the negotiated terms for uniform rental and cleaning services and awards a five (5) year service contract to Cintas Corporation, of West Palm Beach, Florida, and authorizes the Mayor and City Clerk to execute same.

SECTION 2. The City Council authorizes the use of budgeted operational funds for uniform rental and cleaning services not to exceed $100,000 annually.

SECTION 3. That the Mayor and City Clerk are hereby authorized to execute the contract.

SECTION 4. That the City Manager is hereby authorized to execute renewals as detailed in the contract.

SECTION 5. This Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND ADOPTED this 5TH day of AUGUST, 2015.

REMAINDER OF DOCUMENT INTENTIONALLY LEFT BLANK

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

TERENCE D. DAVIS
CHAIR PRO TEM

BRUCE A. GUYTON
COUNCILPERSON

KaSHAMBA L. MILLER
COUNCILPERSON

ABSENT
CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

D. PARDO	AYE
T. DAVIS	AYE
B. GUYTON	AYE
K. MILLER	AYE
C. THOMAS	ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/3/15

CONTRACT FOR UNIFORM RENTAL AND CLEANING SERVICE

This Contract is made as of the 5th day of August, 2015, by and between the City of Riviera Beach, 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 **Cintas Corporation, 2401 Vista Parkway, West Palm Beach, Florida 33411**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is **31-1703809**.

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

ARTICLE 1 - SERVICES

A. The CONTRACTOR's responsibility under this Contract is to provide uniform rental and cleaning services as more specifically set forth in the Request for Proposals to wit, RFP No. 517-15, detailed in Exhibit "A", attached hereto and made part hereof and CONTRACTOR's response to the RFP, attached as Exhibit "C."

B. The CITY's representative/liaison during the performance of this Contract shall be Rebecca Reed, Buyer, telephone number (561) 845-4180, email rreed@rivierabch.com.

ARTICLE 2 – TERM OF CONTRACT

The term of this Contract shall be for five (5) years with an additional renewal option for two (2) twenty four month renewal periods only upon consent of the City and CONTRACTOR. The option for renewal will be exercised only upon written agreement and with original terms, conditions and unit prices adhered to with no deviation. Any renewal will be subject to appropriation of funds by the CITY OF RIVIERA BEACH CITY COUNCIL. The City Manager is authorized to enter into renewal contracts on behalf of the CITY.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. Generally – In consideration of the performance of the Services by CONTRACTOR, the covenants, representations and warranties of CONTRACTOR contained in this Contract and for the performance of all its other duties and obligations as set forth in this Contract, the CITY agrees to compensate the CONTRACTOR the fees per uniform item, as set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed $95,000 or the amount of funds annually budgeted for these services. The CITY shall not reimburse the CONTRACTOR for any costs incurred as a direct result of the CONTRACTOR providing service to the CITY in pursuance of the scope of work contained in Exhibit "A", without specific, prior approval of the CITY.

B. Invoices received from the CONTRACTOR 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 and then will be sent to the Finance Department for

payment. CONTRACTOR will invoice the CITY in advance for each payment period. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

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

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR upon one hundred twenty (120) 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 CONTRACTOR; provided that 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, upon one hundred eighty (180) days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR 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 CONTRACTOR 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.

ARTICLE 6 - PERSONNEL

The CONTRACTOR 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. The CONTRACTOR shall

comply with all necessary Federal, State and local laws, ordinances and regulations pertaining to the employment of its personnel.

CONTRACTOR shall perform background checks and pre-employment screenings, as well as random drug testing of guards at its sole expense. CONTRACTOR shall be responsible for any and all taxes and other charges against any of the services provided under this Contract. All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit "A", 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; such approval shall not unreasonably withheld.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standard of care in the field for which CONTRACTOR is providing services to the CITY.

The CONTRACTOR 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 CONTRACTOR. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

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

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor, to inspect all facilities after providing written notice to the CONTRACTOR, and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Rejection of a proposed subcontractor may result in a change in pricing unless such rejection is due solely to poor performance. In any event, said rejection shall in no way obligate CITY to accept such change in pricing but CITY may, in its sole discretion, agree to same.

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 CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

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

leased and rented automobiles whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

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 Worker's Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured".

ARTICLE 11 - INDEMNIFICATION

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

The CONTRACTOR further agrees to indemnify, 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 CONTRACTOR not included in the paragraph above and for which the CITY, its agents, officers or employees are alleged to be liable.

The CONTRACTOR 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 provision shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

ARTICLE 8 - 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 CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONTRACTOR 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 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

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

B. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $1,000,000 per occurrence.

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $1,000,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damage, which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500.000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to,

ARTICLE 13 - 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 in Palm Beach County.

ARTICLE 14 - 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 15 - CONFLICT OF INTEREST

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

The CONTRACTOR 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 CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR.

The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 16 - DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited

to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR's failure to perform was without it or its subcontractor's 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.

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

ARTICLE 17 - INDEBTEDNESS

The CONTRACTOR 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 CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR 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 CONTRACTOR 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 and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY.

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

The CITY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

ARTICLE 19 - PUBLIC RECORDS

The CONTRACTOR shall comply with Florida Public Records Act, and specifically section 119.0701, Florida Statues, 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 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 CONTRACTOR is, and shall be, in the performance of all work, services and/or 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, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees, agents, or servants to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR 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 CONTRACTOR warrants that it is has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR's place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONTRACTOR 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, CONTRACTOR 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 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 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 CONTRACTOR 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 CONTRACTOR 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 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 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, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors 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 Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs, in writing, the CONTRACTOR 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 CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed 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 if sent to the CITY shall be mailed to:

CITY OF RIVIERA BEACH, PURCHASING DEPARTMENT
PAMELA DALEY, INTERIM PURCHASING MANAGER
2391 AVENUE L
RIVIERA BEACH, FLORIDA 33404
pdaley@rivierabch.com

and if sent to the CONTRACTOR shall be mailed to:

CINTAS CORPORATION
c/o LUKE GORDLEY
2401 VISTA PARKWAY
WEST PALM BEACH, FLORIDA 33411
OFFICE PHONE 561-686-1444
gordleyl@cintas.com

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this 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 CONTRACTOR 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 CONTRACTOR shall provide any necessary materials to maintain such protection.

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

ARTICLE 32 – TIME

Time is of the essence in all respects under this Contract.

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 CONTRACTOR 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

CONTRACTOR 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, Luke Gordley hereby represents to the CITY that he 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 CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that there exists a conflict 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 or other interest in land or right to use 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 CONTRACTOR;

B. The filing of any judgment lien against the assets of CONTRACTOR 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 CONTRACTOR; or

C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

ARTICLE 44 - WAIVER OF SUBROGATION

CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 45 - RIGHT TO REVIEW

The CITY, by and through its Risk Management Department, 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. 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.

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SIGNATURES ON FOLLOWING PAGE

CONTRACT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

BY: _____
THOMAS A. MASTERS
MAYOR

CINTAS CORPORATION

BY: _____
LUKE GORDLEY
GENERAL MANAGER

BY: _____
CLAUDENE L. ANTHONY, CMC,
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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

DATE: 7/29/15

APPROVED AS TO TERMS AND CONDITIONS

BY _____
PAMELA DALEY
INTERIM PURCHASING MANAGER

RESOLUTION NO. 105-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROPRIATING FUNDS FROM BUSINESS CONTRIBUTIONS FOR THE BACK TO SCHOOL SUMMIT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Back to School Summit will take place Saturday, August 15, 2015 at The Greater Bethel Primitive Baptist Church; and

WHEREAS, funds were received and deposited from various businesses for the Back to School Summit; and

WHEREAS, funds were received from the following businesses:

Newbold Construction Co., Inc.	$200.00
Allsite Construction, Inc.	$200.00
Vanguard Construction, Inc.	$200.00

WHEREAS, those funds are available in the Back to School Summit Fund and need to be appropriated.

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

SECTION 1. That the City accepts donations totaling $600.00 for the Back to School Summit.

SECTION 2. The Director of Finance and Administrative Services is authorized to set-up an account and appropriate funds in the amount of $600.00 which represents funds received from the various businesses for this fund.

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

PASSED AND APPROVED THIS 5th DAY OF AUGUST, 2015.

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APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIR

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

TERENCE D. DAVIS
CHAIR PRO-TEM

BRUCE A. GUYTON
COUNCILPERSON

KaSHAMBA L. MILLER
COUNCILPERSON

ABSENT
CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: B. GUYTON

D. PARDO	AYE
T. DAVIS	AYE
B. GUYTON	AYE
K. MILLER	AYE
C. THOMAS	ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/3/15

RESOLUTION NO. 106-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RIVIERA BEACH AND THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION IN CONNECTION WITH A MODIFICATION OF THE OCTOBER 1, 2013 THRU SEPTEMBER 30, 2016 LABOR AGREEMENT CONCERNING FY 2015 STEP INCREASE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County Police Benevolent Association (PBA) became the exclusive bargaining agent for the City of Riviera Beach's (City) police and sergeants employees on May 29, 2013 and entered into a three (3) year Labor Agreement with the City on May 7, 2014, which became effective on October 1, 2013; and

WHEREAS, the Labor Agreement required the PBA membership to affirmatively vote in favor of the Police Departments participation in the Florida State Retirement System but the PBA membership failed to vote in favor of the measure; and

WHEREAS, PBA entered into discussions with the City to amend the Labor Agreement, specifically Article 24, Wages, on April 20-21, 2015, and July 15, 2015; and

WHEREAS, the City and the PBA agreed to a Memorandum of Understanding (MOU) that amends Article 24, entitled "Wages", and

WHEREAS, the MOU suspends the required condition for the distribution of the FY 2015 step increases; and

WHEREAS, the City will distribute FY 2015 step increases in the following manner: (1) bargaining unit members with less than three years of service will receive one step on their anniversary date, (2) bargaining unit members with 3 to 5 years of service will receive two steps on their anniversary date, (3) bargaining unit members with 6 years or more of service will receive 3 steps if deserving, on their anniversary date and (4) bargaining unit members, who are at the top step, will receive 3.5% lump-sum on their anniversary date.

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

SECTION 1. That Article 24, Wages, in the PBA ratified contract is hereby amended in accordance with the Memorandum of Understanding, attached hereto.

SECTION 2. That City Council authorizes the Director of Finance and Administrative Services to disperse funds in accordance with the MOU.

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

PASSED AND APPROVED this 5TH day of AUGUST, 2015.

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RESOLUTION NO. 106-15

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

TERENCE D. DAVIS
CHAIR PRO TEM

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

BRUCE A. GUYTON
COUNCILPERSON

KaSHAMBA L. MILLER
COUNCILPERSON

ABSENT
CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: B. GUYTON

D. PARDO AYE

T. DAVIS AYE

B. GUYTON AYE

K. MILLER AYE

C. THOMAS ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE 8/6/15