

RESOLUTION NO. 124-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT BETWEEN THE CITY AND THE PUBLIC RELATIONS FIRM OF CAREY O'DONNELL, INC. D/B/A THE O'DONNELL AGENCY ("CONSULTANTS") TO PROVIDE MARKETING AND PUBLIC RELATIONS SERVICES IN THE AMOUNT \$99,900 AND AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 001-0203-519-0-3406; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, on October 15, 2014 under Resolution 115-14 the City engaged in a contract with The O'Donnell Agency using a piggyback of Request for Qualifications No. 390- 13 from the CRA for Marketing and Public Relations Services, in compliance with Chapter 16 of the City's Code of Ordinances; and

WHEREAS, the City is pleased with the results of the marketing campaigns implemented over the last 12 months as well as the crisis and reputation management services provided by The O'Donnell Agency; and

WHEREAS, Staff recommends that The O'Donnell Agency be retained to continue implementing marketing and public relations strategies, crisis management and marketing campaigns consistent with the growth and redevelopment of the City.

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

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

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

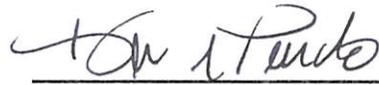
PASSED and APPROVED this 16th day of SEPTEMBER, 2015.

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APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

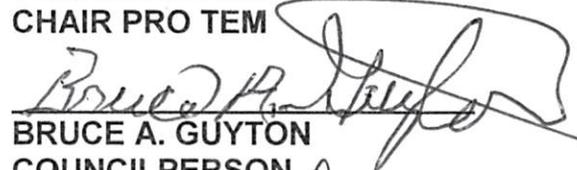
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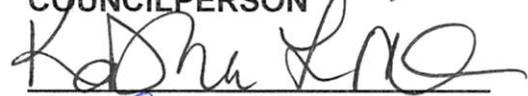
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



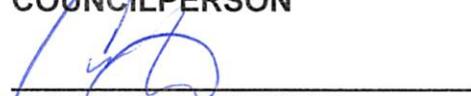
TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KaSHAMBA L. MILLER
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: C. THOMAS

B. GUYTON AYE

K. MILLER NAY

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 9/14/15

CONTRACT FOR MARKETING AND PUBLIC RELATIONS CONSULTING SERVICES

This Contract is made as of this 1st day of October, 2015, by and between the City of Riviera Beach, Palm Beach County, Florida, a municipal government existing under the laws of the State of Florida, hereinafter referred to as the CITY, and O'Donnell Agency, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 65-0641193.

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

ARTICLE 1 - SERVICES

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

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

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on October 1, 2015 and complete all services by September 30, 2016

ARTICLE 3 - PAYMENTS TO CONSULTANT

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

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

Payments to the CONSULTANT shall be sent to:

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

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

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

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

ARTICLE 8 – SBE PARTICIPATION

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

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - AVAILABILITY OF FUNDS

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

ARTICLE 11 - INSURANCE

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

ARTICLE 12 - INDEMNIFICATION

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

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

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 - VENUE

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

ARTICLE 15 - REMEDIES

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

ARTICLE 16 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as

provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance.

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

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

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

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

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

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

before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

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

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Contract.
- (b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

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

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the

increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

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

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

ARTICLE 29 - NOTICE

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

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

If sent to the CONSULTANT shall be mailed to:

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

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 31 – PROTECTION OF WORK AND PROPERTY

The CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect the CITY'S property from injury or loss arising in connection with the Contract. Except for any

such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONSULTANT shall provide any necessary materials to maintain such protection.

ARTICLE 32 – TIME

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

ARTICLE 33 - TERMINOLOGY AND CAPTIONS

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

ARTICLE 34 - WAIVER

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

ARTICLE 35 - PREPARATION

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

ARTICLE 36 - MATERIALITY

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

ARTICLE 37 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Carey O’Donnell, 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 CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that a conflict exists between this Contract and the exhibits, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 40 - LEGAL EFFECT

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

ARTICLE 41 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 42 – SURVIVABILITY

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

ARTICLE 43 - DEFAULT

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

- a. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is

not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT;

b. The filing of any judgment lien against the assets of the CONSULTANT related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT; or

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

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

ARTICLE 44 - WAIVER OF SUBROGATION

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

ARTICLE 45 - RIGHT TO REVIEW

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

ARTICLE 46 – WAIVER OF TRIAL BY JURY

IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND CONSULTANT KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. CITY AND CONSULTANT HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION

IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

ARTICLE 47 – PALM BEACH COUNTY INSPECTOR GENERAL

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

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[SIGNATURES ON FOLLOWING PAGE]

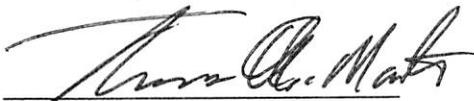
CONTRACT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

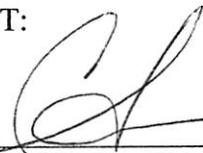
SEAL

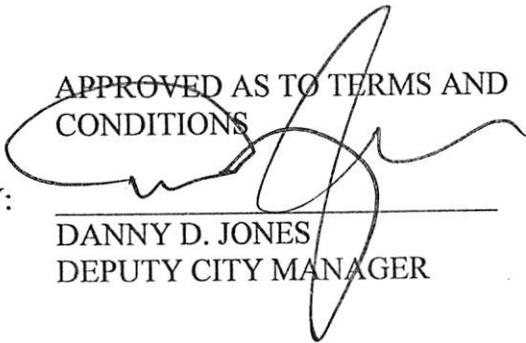
CONSULTANT

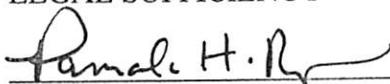
BY: 
THOMAS A. MASTERS
MAYOR

BY: 
CAREY O'DONNELL
PRESIDENT / MANAGER

ATTEST:

BY:  9-16-15
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

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

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

Date: 9/15/15

RESOLUTION NO. 125-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE REQUIRED ASSURANCES INCLUDED WITHIN THIS RESOLUTION IN ACCORDANCE WITH THE REQUISITE LIBRARY CONSTRUCTION GRANT REQUIREMENTS ESTABLISHED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF LIBRARY AND INFORMATION SERVICES, FOR THE PURPOSE OF SECURING A PUBLIC LIBRARY CONSTRUCTION GRANT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Resolution No. 05-15 was approved at the January 21, 2015 Regular City Council Meeting, which authorized the Library to submit a Public Library Construction Grant application in the amount of \$500,000 dollar-for-dollar match from the City of Riviera Beach; and

WHEREAS, after passing Resolution No. 05-15 and filing the grant application on May 1, 2015, the Library was notified by the Florida Department of State, Division of Library and Information Services that the City should include certain assurances in the legislative manner; and

WHEREAS, it is recommended that the required assurances are included in accordance with the requisite grant requirements established by the Florida Department of State.

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

SECTION 1. That the City Council hereby gives the assurance that the required \$500,000 dollar-for-dollar funding match requested will be available and unencumbered at the time of the grant award.

SECTION 2. That the City Council hereby gives the assurance that funding is sufficient and will be available in order that the project will result in a completed library building.

SECTION 3. That the City Council hereby gives the assurance that upon completion of the project, sufficient funds will be available to operate the facility.

SECTION 4. That the City Council hereby gives the assurance that the building will be used exclusively for the public library purposes for which it was constructed or altered and will submit proposed changes in use to the Division for approval if within 20 years of the completion of the construction project.

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

Passed and Approved this 16TH day of SEPTEMBER, 2015.

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APPROVED:


THOMAS A. MASTERS
MAYOR

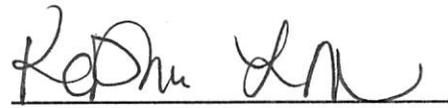

DAWN S. PARDO
CHAIRPERSON

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: T. THOMAS

SECONDED BY: T. DAVIS

B. GUYTON TARDY

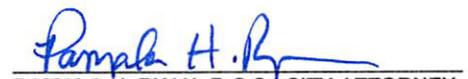
K. MILLER AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 9/14/15

RESOLUTION NO. 126-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 533-15 TO B&B UNDERGROUND CONTRACTORS, INC., OF ROYAL PALM BEACH, FLORIDA FOR THE RECONSTRUCTION OF WEST 23RD STREET BETWEEN STROZIER STREET AND AVENUE S IN THE AMOUNT OF \$297,324.50; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City solicited contractors for the reconstruction of West 23RD Street between Strozier Street and Avenue S through the issuance of Bid Number 533-15; and

WHEREAS, B&B Underground Contractors, Inc., of Royal Palm Beach, 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 Construction Services Contract to the lowest responsive and responsible bidder in the amount \$297,324.50 for the reconstruction of West 23rd Street between Strozier Street and Avenue S.

SECTION 2. The Finance Director is authorized to make payment for same from the following accounts:

108-0716-541-3-6355	\$188,761.00
301-1116-541-2-6355	\$76,961.05
412-1437-533-0-6352	\$61,334.90

SECTION 3. The City Manager is authorized to approve Change Orders up to ten percent (10%).

SECTION 4. The Mayor and City Clerk are authorized to execute the Contract.

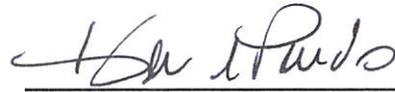
SECTION 5. That the Resolution takes effect upon its passage and approval by City Council.

PASSED and APPROVED this 16TH day of SEPTEMBER, 2015.

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

ATTEST:



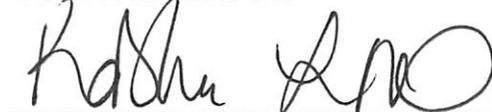
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KaSHAMBA L. MILLER
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: K. MILLER

SECONDED BY: T. DAVIS

B. GUYTON AYE

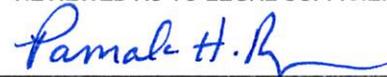
K. MILLER AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 9/14/15

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 16th day of September, 2015 by and between the CITY OF RIVIERA BEACH, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the CITY, and **B&B UNDERGROUND CONTRACTORS, INC.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is **65-1043589**.

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 construction services in the area of **Street Reconstruction of West 23rd Street between Strozier Street and Avenue S**, as more specifically set forth in the 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 N. BAILEY, PE, telephone no. 561-845-4080, email address TBAILEY@RIVIERABCH.COM.

ARTICLE 2 - SCHEDULE

- A. **Time of Completion** - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; 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 **one hundred fifty (150)** calendar days from the date of official notice to proceed, 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 **five hundred dollars (\$500.00)** 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 the amount of funds annually budgeted for these services. 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 term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence (if applicable).

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 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.

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, 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 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 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 N. BAILEY, PE, CITY ENGINEER
2391 AVENUE L
RIVIERA BEACH, FL 33404**

and if sent to the CONTRACTOR shall be mailed to:

**John Adkins, Contractor Project Engineer
B&B Underground Contractors, Inc.
585 105th Avenue North Unit-16
Royal Palm Beach, Fl 33411**

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:

- A. 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.
- B. 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.
- C. For projects that do not exceed \$500,000, the CITY will accept bonds in accordance with section 287.0935, Florida Statutes.
- D. 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 RENOVATION OF CITY HALL AND LIBRARY RESTROOMS shall be guaranteed by the Manufacturer, if any, for a period of years as specified by the manufacturer under normal manufacturer warranties 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 ALL WORK RELATED TO THE RENOVATION OF THE RESTROOMS for a period of 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 RENOVATE CITY HALL AND LIBRARY RESTROOMS.

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

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

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, SHAMEER MOHAMED 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 this contract, bid documents and construction design plans. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and design plans. To the extent that there exists a conflict between this Contract and design plans, 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 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 – SUBRECIPIENT REQUIREMENTS

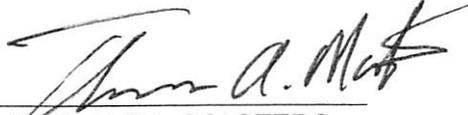
CONTRACTOR agrees and recognizes that CITY may be seeking reimbursement in whole or in part for the cost of the work contemplated by this Contract from a third party, including but not limited to, various County, State, and Federal agencies or subdivisions. The reimbursement sought by CITY may be dependent upon, among 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

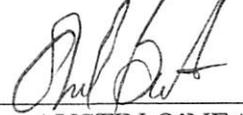
IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND CONTRACTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. CITY AND CONTRACTOR HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

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

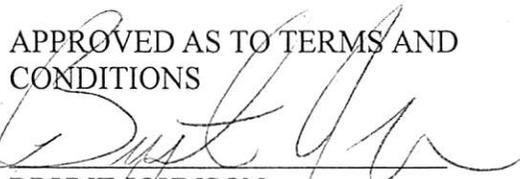
B&B UNDERGROUND, INC.

BY: 
AUSTIN O'NEAL BATES
PRESIDENT

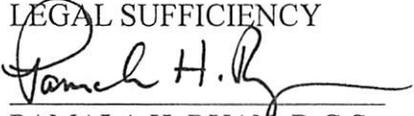
ATTEST:

BY:  9-16-15
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
BRYNT JOHNSON
DEPARTMENT DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

Date: 9/10/15

EXHIBIT "A"

SCOPE OF WORK

The project involves the full reconstruction of West 23th Street between Strozier Street and Avenue S in the City of Riviera Beach, Florida. The work includes, but is not limited to the reconstruction of deteriorated public streets, installation of limerock base, asphaltic pavement, concrete sidewalks, concrete curb and gutter, reinforced concrete drainage pipe and inlet structures, ex-filtration trench, replacement of portions of the existing water main and services, installation of fire hydrants and appurtenances, replacement of existing sanitary sewer manholes and lines including lateral services and cleanouts, traffic calming devices, striping and signage, and grouting, adjustment, proper disposal or abandonment of existing utilities as shown on the approved construction plans.

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.

WEST 23rd STREET IMPROVEMENTS					ESTIMATE	
City of Riviera Beach Palm Beach County, Florida City Project # TBD STAITEC PROJECT #: 215512241						
Item No.	Pay Item No.	Description	Quantity		Unit Price	Total
			Total	Unit		
Water, Sanitary, Drainage and Roadway Items			Total	Unit	\$	\$
Roadway Items:						
1	101-1	Mobilization	1	LS	12,000.00	12,000.00
2		Permit Fee (Reimbursement)	1	EA	\$9,000.00	\$9,000.00
3	102-1	Maintenance of Traffic	1	LS	3,000.00	3,000.00
4	104-0	Erosion and Turbidity Control, NPDES Compliance	1	LS	1,000.00	1,000.00
5	110-1-1	Clearing and Grubbing	1	LS	5,000.00	5,000.00
6	110-1-1	Removal of Existing Structures	3	EA	700.00	2,100.00
7	110-7-1	Relocation of Mailboxes	5	EA	50.00	250.00
8	160-4	Stabilized Subgrade (Type B) (12" (Min. LBR 40)	2,300	SY	5.50	12,650.00
9	230-1-4	Limerock Base Course (4" Min. Under Curb)	150	SY	8.00	1,200.00
10	230-1-4	Limerock Base Course (8")	650	SY	14.50	9,425.00
11	327-70-1	Mill and Resurface Existing Asphalt Pavement (1" Type S-III)	350	SY	17.25	6,037.50
12	334-1-12	Type S-I Structural Course (1-1/4")	650	SY	9.00	5,850.00
13	337-7-30	Type S-III Surface Course, (1")	650	SY	9.00	5,850.00
14	334-1-12	Recycled Asphalt Millings (12")	1,270	SY	14.50	18,415.00
15	337-7-30	Recycled Asphalt Millings (4" Min. Under Curb)	230	SY	13.00	2,990.00
16	425-1-201	Curb Inlet, 48" Diameter Type C (Include Top Slab & Grate)	4	EA	5,700.00	22,800.00
17	425-1-201	Ditch Bottom Type E Inlet (Incl. top Slab and Grate)	2	EA	6,500.00	13,000.00
18	430-175-11	Concrete Pipe Culvert (15" Solid) (Include Trenching & Backfilling)	60	LF	38.00	2,280.00
19	430-175-11	Concrete Pipe Culvert (18" Solid) (Include Trenching & Backfilling)	16	LF	42.50	680.00
20	430-175-11	Concrete Pipe Culvert (24" Solid) (Include Trenching & Backfilling)	64	LF	66.00	4,224.00
21	443-70-8	48" Exfiltration Trench (Include 18" Sloped RCP)	400	LF	90.00	36,000.00
22	820-1-10	Concrete Curb and Gutter (Type F)	1,320	LF	14.50	19,140.00
23	820-3	Concrete Header Curb (12" x 7-1/2")	24	LF	27.00	648.00
24	822-1	Concrete Sidewalk (4" Thick)	130	SY	47.00	6,110.00
25	822-2	Concrete Driveway Turnout (6" Concrete)	70	SY	52.00	3,640.00
26	822-2	Concrete Driveway Transition (6" Concrete) (Outside of R/W)	15	SY	52.00	780.00
27	827-1	Detectable Warning Surface	60	SF	40.00	2,400.00
28	870-1-2	Sod (Match Existing) (Include Watering and Maintenance)	1,000	SY	4.00	4,000.00
29	9995	Remove Existing Trees	1	LS	4,000.00	4,000.00
30	9997	Double SFWMD Type Swing Gate (Include All Material and Installation)	1	EA	5,000.00	5,000.00
30	9998	Record Drawings (Storm)	1	LS	5,000.00	5,000.00
Subtotal Roadway Items						224,239.50
Signing and Marking						
31	700-20-11	R1-1 Sign Assembly w/ D-3 Signs (2 Blades)	1	EA	600.00	600.00
32	700-20-11	R2-1 Sign Assembly	2	EA	200.00	400.00
33	700-20-11	R5-11 Sign Assembly	1	EA	200.00	200.00
34	700-20-11	W14-1 Sign Assembly	1	EA	200.00	200.00
35	700-20-11	OM4-1 Sign Assembly	3	EA	200.00	600.00
36	700-20-11	No Illegal Dumping Sign Assembly	1	EA	200.00	200.00
37	700-20-11	Remove Existing Signs	3	EA	50.00	150.00
38	700-95	Project Identification Sign	1	EA	550.00	550.00
39	706-3	Retro-Reflective Pavement Marker	12	EA	5.50	66.00
40	711-11-111	Thermoplastic Solid Stripe (12" White)	270	LF	5.00	1,350.00
41	711-11-125	Thermoplastic Solid Stripe (24" White)	12	LF	5.00	60.00
42	711-11-221	Thermoplastic Solid Stripe (6" Double Yellow)	50	LF	5.00	250.00
Subtotal Signing and Marking						41,676.00

EXHIBIT "B" cont

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.

WEST 23rd STREET IMPROVEMENTS					ESTIMATE	
City of Riviera Beach Palm Beach County, Florida City Project # TBD STANTEC PROJECT #: 215612241						
Item No.	Pay Item No.	Description	Quantity		Unit Price	Total
			Total	Unit	\$	\$
Water, Sanitary, Drainage and Roadway Items						
Water and Sewer Utilities						
					875.00	4,375.00
43	1050-11-321	1-1/2" Water Service (Incl Trenching, Backfilling & Meter Connection)	5	EA	2,000.00	2,000.00
44	1050-11-322	2" Water Service (Incl Trenching, Backfilling & Meter Connection)	1	EA	400.00	600.00
45	1050-11-423	6" DIP Water Main (Include Trenching & Backfilling)	15	LF	50.00	3,000.00
46	1050-11-425	10" DIP Water Main (Include Trenching & Backfilling)	60	LF	37.00	2,220.00
47	1050-11-424	8" DIP Water Main (Include Trenching & Backfilling)	652	LF	400.00	400.00
48	1050-15-004	Repair Existing Sewer Lateral	1	EA	10.00	600.00
49	1050-16-124	Remove Existing 10" CA WM	60	LF	2,300.00	2,300.00
50	1050-18-002	Grout and Abandon Existing 4" CA WM (Include Plug)	1	LS	330.00	1,330.00
51	1055-11-414	8" DIP 45 Degree Bend	4	EA	400.00	400.00
52	1055-11-416	8" x 8" x 8" DIP Tee	1	EA	400.00	400.00
53	1055-11-415	8" x 8" x 6" DIP Tee	1	EA	600.00	600.00
54	1055-11-417	10" x 10 x 8" DIP Tee	1	EA	500.00	1,000.00
55	1055-11-444	10" Coupling/Hymax	2	EA	950.00	950.00
56	1080-15	Adjust Existing Sanitary Manhole	1	LS	900.00	900.00
57	1080-11-433	6" Gate Valve	1	EA	1,200.00	2,400.00
58	1080-11-434	8" Gate Valve	2	EA	1,650.00	1,650.00
59	1080-11-435	10" Gate Valve	1	EA	1,500.00	1,500.00
60	1080-15	Adjust Existing Utility Fixtures- Valves, Boxes and Meter Boxes	1	LS	2,240.00	2,240.00
61	1644-316-08	Fire Hydrant Assembly	1	EA	5,000.00	5,000.00
62	9999	Record Drawings (Water)	1	LS		55,759.00
Subtotal Water and Sewer Utilities						
Miscellaneous						
63	120-1	Regular Excavation	100	CY	1.00	100.00
64	120-6	Embankment (Compacted In Place)	100	CY	1.00	100.00
65	10000	Contingency (10' Line Stop w/ 4 LF of Sidewalk Replacement)	1	LS	12,500.00	12,500.00
Subtotal Miscellaneous						
TOTAL						297,324.50

RESOLUTION NO. 127-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE GRANT APPLICATION SUBMITTAL AND ACCEPTANCE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE – 2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAMS (JAG) IN THE AMOUNT OF \$29,801; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP THE BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Department of Justice has established a 2015 Edward Byrne Memorial Justice Assistance Grant (JAG); and

WHEREAS, the City of Riviera Beach has been allocated funds in the amount of \$29,801; and

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

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

SECTION 1: The Director of Finance and Administrative Services is authorized to accept Grant Funds in the amount of \$29,801 on behalf of the City.

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

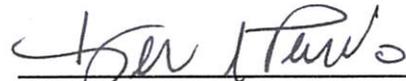
SECTION 3: This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 16TH day of SEPTEMBER, 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



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: T. DAVIS

B. GUYTON TARDY

K. MILLER AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 9/14/15

RESOLUTION NO. 128-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE JOB CLASSIFICATION LISTS BY CREATING, RECLASSIFYING, UNFUNDED AND DELETING CERTAIN CLASSIFIED AND UNCLASSIFIED POSITIONS, PURSUANT TO THE 2015-2016 FISCAL BUDGET AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has approved the creation and reclassification of certain classified and unclassified positions, and

WHEREAS, the positions were approved in the 2015-2016 Fiscal Year Budget; and

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

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

SECTION 1. That the following unclassified positions be created and added to the Administrative Job Classification List:

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
ADMINISTRATIVE	BENEFITS SPECIALIST	16	\$46,641 - \$72,293
	EMERGENCY COMMUNICATIONS MGR.	19	\$55,140 - \$82,710
	NEIGHBORHOOD REVITALIZATION MGR.	21	\$62,633 - \$93,949
	PROJECT MANAGER	22	\$66,379 - \$99,568

SECTION 2. That the following unclassified positions be reclassified and added to the Administrative Job Classification List:

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
ADMINISTRATIVE	PLANNING & ZONING ADMIN.	22	FROM \$66,379 - \$99,568
	ASSISTANT COMM. DEVL. DIR.	23	TO \$70,124 - \$105,187

SECTION 3. That the following unclassified position be reclassified from the Administrative Job Classification List to classified on the General Job Classification:

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
ADMINISTRATIVE	DATA BASE ADMIN.	19	\$55,140 - \$82,710
		FROM	
		TO	
GENERAL	SYSTEM ANALYST	20	\$54,315 - \$84,186

SECTION 4. That the following unclassified position be unfunded from the Administrative Job Classification List:

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
ADMINISTRATIVE	LEGISLATIVE AIDE. HOUSING & COMM. DEV. COORD.	16	\$46,641 - \$72,293
		19	\$55,140 - \$82,710

SECTION 5. That the following unclassified position be reclassified as classified on the Supervisory Job Classification List (PMSA):

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

SECTION 6. That the following classified positions be created and added to the General Job Classification List:

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
GENERAL	POLICE TECH. SPCLST.	13	\$41,615 - \$64,504

SECTION 7. That the following classified position be reclassified and added to the General Job Classification List:

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
GENERAL	HEAVY EQUIP. MECH.	11	FROM \$37,987 - \$58,881
	FLEET MECHANIC II		TO \$37,987 - \$58,881
	CARPENTER	9	FROM \$34,359 - \$53,256
	PROPERTY MAINT. TECHN.	9	TO \$34.359 - \$53,256

SECTION 8. That the following classified positions be deleted from the General Job Classification List at the effective date of the Marina's transition to third party administrator.

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
GENERAL	SECURITY GUARD	4	\$23,474 - \$36,384
	DOCK ATTENDANT	4	\$25,288 - \$39,197

SECTION 9. That the following unclassified positions be deleted from the Department Head Job Classification List at the effective date of the Marina's transition to third party administrator.

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
DEPARTMENT HEAD	DIRECTOR, MARINA	25	\$77,615 - \$116,712

SECTION 10. That this resolution shall take effect October 1, 2015.

PASSED and APPROVED this 16TH day of September, 2015.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

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: B. GUYTON

SECONDED BY: C. THOMAS

B. GUYTON AYE

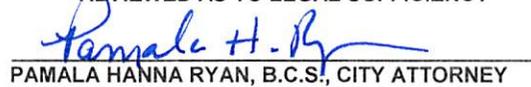
K. MILLER AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 9/14/15

RESOLUTION NO. 129-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, INCREASING THE SALARIES OF DEPARTMENT HEADS, ADMINISTRATIVE, SUPERVISORY AND CONFIDENTIAL EMPLOYEES BY FIVE (5%) FOR FISCAL YEAR 2015-2016; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, staff recommends that a five percent (5%) salary adjustment be granted to department heads, administrative, supervisory and confidential employees; and

WHEREAS, the minimum and maximum of the salary schedule for department heads, administrative, supervisory and confidential employees shall be increased by five percent (5%); and

WHEREAS, funds have been provided in the 2015/2016 Budget for salary increase; and

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

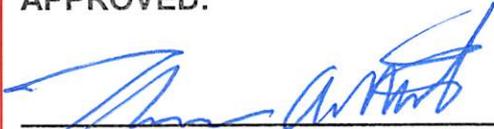
SECTION 1. That a salary adjustment be granted and the salaries of the department heads, administrative and confidential employees be increased by five percent (5%) effective upon approval of resolution.

SECTION 2. That the minimum and maximum salary for the pay grades be adjusted by five percent (5%). However, employees who are at the maximum of their pay grade will be eligible for the salary adjustment in the form of a lump sum payment that will not be added to their base salary.

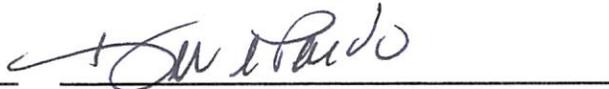
SECTION 3. That this resolution shall take effect October 1, 2015 upon its passage and approval by the City Council.

PASSED and APPROVED this 16th day of September, 2015.

APPROVED:

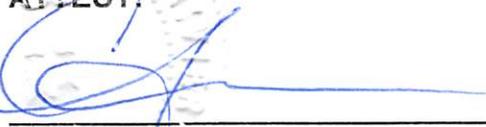


THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

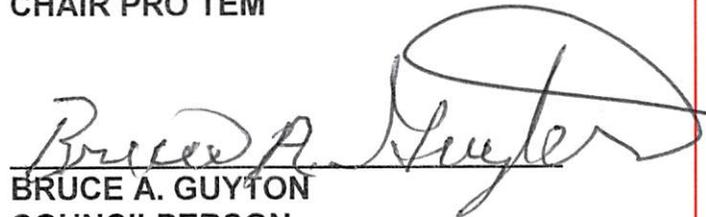
ATTEST:



CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



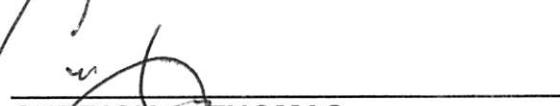
TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KaSHAMBA L. MILLER
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: C. THOMAS

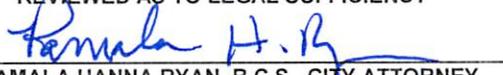
B. GUYTON AYE

K. MILLER AYE

C. THOMAS AYE

D. PARDO NAY

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 9/14/15

RESOLUTION NO. 130-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE FINANCIAL RECOMMENDATION OUTLINED IN THE STORMWATER MASTER PLAN BY INCREASING THE BASE STORMWATER EQUIVALENT RESIDENTIAL UNIT (ERU) RATE FROM \$4.50 PER ERU TO \$9.00 PER ERU; AUTHORIZING THE STORMWATER MANAGEMENT UTILITY TO UPDATE THE UTILITY FEES, RATES AND CHARGES EFFECTIVE OCTOBER 1, 2015; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 19, 2009, the City Council approved Resolution No. 105-09 to adopt the Stormwater Master Plan; and

WHEREAS, the adopted Stormwater Master Plan references the need for a stormwater rate increase and included financing options for such increases; and

WHEREAS, the current rates which were established in 2003 via Resolution No. 142-03 are not sufficient to keep up with the current capital demands of the City and are barely enough to keep up with the operational needs; and

WHEREAS, the Stormwater Management Utility rates must be able to maintain sound financial operations and have the ability to fund anticipated capital needs of the utility system; and

WHEREAS, on multiple occasions staff presented to City Council the need for such an increase and the various funding options; and

WHEREAS, the proposed increase in the base rate from \$4.50 per ERU to \$9.00 per ERU is necessary to meet the expenditure requirements of the stormwater system.

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

SECTION 1. The Stormwater Utility is required to maintain sound financial operations and have the ability to fund anticipated capital needs of the utility system.

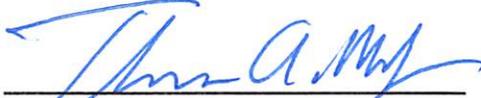
SECTION 2. The City Council accepts the base rate of \$9.00 per ERU for the Stormwater Management Utility effective October 1, 2015.

SECTION 3. The Stormwater Management Utility is authorized to modify and bill customers at a base rate of \$9.00 per ERU for the Stormwater Management Utility.

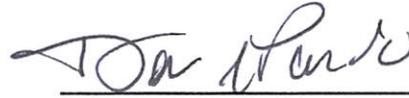
SECTION 4. That the Resolution take effect upon its passage and approval by City Council.

PASSED and APPROVED this 16TH day of SEPTEMBER, 2015.

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

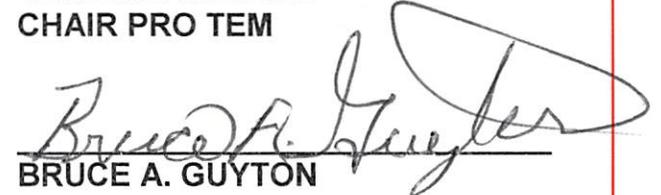
ATTEST:



CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



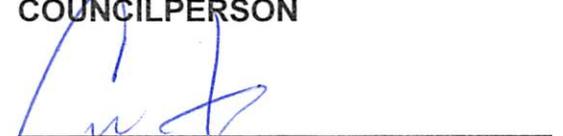
TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KaSHAMBA L. MILLER
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: C. THOMAS

B. GUYTON AYE

K. MILLER NAY

C. THOMAS AYE

D. PARDO AYE

T. DAVIS NAY

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 9/14/15

RESOLUTION NO. 131-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE TOWN OF PALM BEACH SHORES, PALM BEACH COUNTY, FLORIDA, FOR EMERGENCY MEDICAL AND SUPPLEMENTAL FIRE RELATED SERVICES FROM OCTOBER 1, 2015 THROUGH DECEMBER 31, 2016 FOR A TOTAL PAYMENT TO RIVIERA BEACH OF \$382,170; AUTHORIZING THE FINANCE DIRECTOR TO ESTABLISH A BUDGET FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 163.01, Florida Statutes, allows governmental units to make the most use of their powers by enabling them to cooperate with other municipalities on a basis of mutual advantage; and

WHEREAS, the City of Riviera Beach and the Town of Palm Beach Shores initially entered into an Interlocal Agreement on January 19, 2005, for the provisions of Emergency Medical and Supplemental Fire Protection Services which expired on February 28, 2010; and

WHEREAS, the Agreement was renewed through February 2015, by mutual consent of the parties; and

WHEREAS, the parties extended the Agreement for an additional 60 days to allow for continued negotiations for a long term agreement without an interruption of services through April 30, 2015; and

WHEREAS, the parties further extended the Agreement for an additional 30 days to allow for continued negotiations for a long term agreement without an interruption of services through May 31, 2015; and

WHEREAS, the parties further extended the Agreement for an additional 120 days to allow for continued negotiations for a long term agreement without an interruption of services through September 30, 2015; and

WHEREAS, the City of Riviera Beach is willing and able to provide these needed services to Palm Beach Shores for a reasonable fee; and

WHEREAS, Palm Beach Shores desires to renew the agreement for the provision of these services for an additional period of fifteen (15) months under the terms and conditions set forth herein beginning on October 1, 2015 to provide for an agreement during the remaining period of the Certificate of Public Convenience and Necessity (COPCN); and

WHEREAS, both parties will continue to negotiate terms and considerations for continued services should Riviera Beach retain the COPCN for the 2017-2022 term.

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

SECTION 1. The Mayor and City Clerk are authorized to execute an Interlocal Agreement for Emergency Medical and Supplemental Fire Related Services to the Town of Palm Beach Shores through December 31, 2016.

SECTION 2. The Finance Department is authorized to accept payment in the amount of \$382,170, and establish a budget for the same.

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

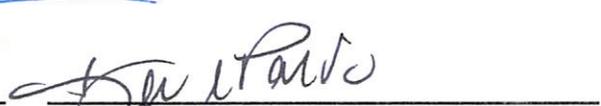
PASSED and APPROVED this 16TH day of September, 2015.

[SIGNATURES ON FOLLOWING PAGE]

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

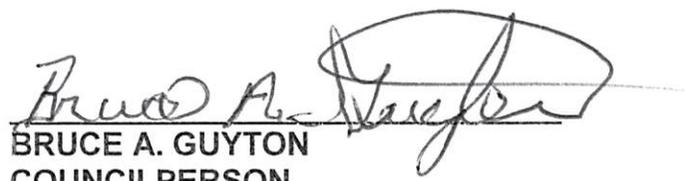
ATTEST:



CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



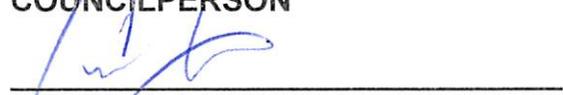
TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KaSHAMBA L. MILLER
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CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

B. GUYTON AYE

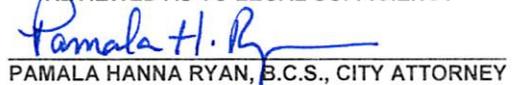
K. MILLER AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 9/14/15

**INTERLOCAL AGREEMENT
FOR EMERGENCY MEDICAL AND
SUPPLEMENTAL FIRE SERVICES**

THIS AGREEMENT is entered into this 16th day of September, 2015, by and between the City of Riviera Beach, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, hereinafter referred to as "Riviera Beach" and the Town of Palm Beach Shores, Florida, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, hereinafter referred to as "Palm Beach Shores."

WITNESSETH:

WHEREAS, section 163.01, *Florida Statutes*, allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the City of Riviera Beach and the Town of Palm Beach Shores initially entered into an Interlocal Agreement ("Agreement") on January 19, 2005, for the provisions of Emergency Medical and Supplemental Fire Protection Services which expired on February 28, 2010; and

WHEREAS, the Agreement was renewed through February 2015, by mutual consent of the parties; and

WHEREAS, the parties extended the Agreement for an additional 60 days to allow for continued negotiations for a long term agreement without an interruption of services through April 30, 2015; and

WHEREAS, the parties further extended the Agreement for an additional 30 days to allow for continued negotiations for a long term agreement without an interruption of services through May 31, 2015; and

WHEREAS, the parties further extended the Agreement for an additional 120 days to allow for continued negotiations for a long term agreement without an interruption of services through September 30, 2015; and

WHEREAS, there still exist in Palm Beach Shores a need for Emergency Medical Services, hereinafter "EMS", and Advanced and Basic Life Support, hereinafter "ALS and BLS" transportation services for the citizens residing within the corporate limits; and

WHEREAS, there also exists in Palm Beach Shores a need to supplement the normal day-to-day fire services for the citizens residing within the corporate limits; and

WHEREAS, the City of Riviera Beach is willing and able to continue providing these needed services to Palm Beach Shores for a reasonable fee; and

WHEREAS, Palm Beach Shores desires to renew the agreement for the provision of these services for an additional period of fifteen (15) months, under the terms and conditions set forth herein beginning on October 1, 2015 to provide for an agreement during the remaining period of the current Certificate of Public Convenience and Necessity, hereinafter "COPCN" through December 31, 2016; and

WHEREAS, both parties will continue to negotiate terms and considerations for continued services should Riviera Beach retain the COPCN for the 2017-2022 term.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein to be kept and performed by the parties hereto, it is agreed as follows:

1. RECITALS: The above recitals are true and correct.
2. SERVICES TO BE PROVIDED: Riviera Beach shall furnish EMS, ALS and BLS transport services to Palm Beach Shores twenty-four (24) hours per day through utilization of Riviera Beach personnel and vehicles which are fully equipped with all required equipment under the laws of the State of Florida. Riviera Beach shall maintain all necessary certificates required by Palm Beach County and the State of Florida at all times during the term of this Agreement. Both parties to this Agreement understand and acknowledge that Riviera Beach currently holds all certification including the COPCN necessary to provide the services set forth herein for Riviera Beach and Palm Beach Shores. However, should Palm Beach County refuse to extend or revoke Riviera Beach's COPCN, this Agreement shall be rendered null and void due to impossibility of performance on the part of Riviera Beach. Thereafter, each party will be relieved of all obligations hereunder.
3. DEFINITIONS: For the purposes of this Agreement, EMS and Emergency Transport Services (ALS and BLS) shall be defined as follows:

EMS: Any emergency medical treatment provided by certified paramedics and/or EMT's whether or not body invasion and/or any life support equipment is utilized.

Emergency Transport Services: The transport of a treated patient by Riviera Beach Fire Rescue resources to a medical facility.

4. EMS, ALS AND BLS SERVICES: Riviera Beach will be responsible for responding to all calls for EMS, ALS and BLS transport services within the corporate limits of Palm Beach Shores. Each response will consist of a minimum staffing of one (1) emergency medical technician (EMT) and one (1) paramedic. In addition to EMS, ALS and BLS transport services, Riviera Beach will work with Palm Beach Shores' Fire and Police Departments with regard to EMS training. However, Riviera Beach standards, policies and procedures shall govern all such training. All services noted above are included in the fees as stated hereinafter in the Agreement and will not carry an additional fee structure.
5. FIRE SERVICES: Riviera Beach shall supplement the volunteer fire service of Palm Beach Shores twenty-four (24) hours per day through utilization of Riviera Beach personnel and vehicles which are fully equipped with all required equipment under the laws of the State of Florida.
6. FIRE RELATED ASSISTANCE REQUESTS: Riviera Beach will be responsible for responding to all calls for fire related assistance upon request by Palm Beach Shores when notified in the manner set forth in Section 10. For purposes of this Agreement, fire related assistance may include responses for fire suppression, extrication involving vehicle accidents, hazardous condition response, overpressure ruptures, explosions, overheating incidents, fire alarms, and bomb scares. Fire related assistance will be given so long as the rendering of assistance will not place the City of Riviera Beach in undue jeopardy. The determination of whether a party will be placed in undue jeopardy shall be vested solely in Riviera Beach. Riviera Beach may also refuse to respond to a request for aid/assistance in the event it does not have the required equipment available or if, in its sole judgment, compliance with the request would jeopardize the protection of its own jurisdiction.

7. FIRE TRAINING: In addition, Riviera Beach will work with Palm Beach Shores' Fire and Police Departments with regard to Fire training. However, Riviera Beach standards, policies and procedures shall govern all such training.
8. SPECIFIC SERVICES EXCLUDED: Any other services, including hazardous materials mitigation as well as non-emergency services such as code enforcement, fire safety education, plans review and fire investigation, are expressly excluded from the scope of this Agreement.
9. OPERATING PROCEDURES: Representatives of the parties shall jointly establish appropriate operating procedures to be utilized by the parties in the implementation of this Agreement. Riviera Beach and Palm Beach Shores agree that once the responding Riviera Beach unit(s) reach Palm Beach Shores' emergency site, the on-scene officers shall adopt a unified command structure. Notwithstanding the foregoing, each party shall retain control over its personnel and the rendition of services, standards of performance, discipline of officers and employees, and other matters incidental to the performance of services. No officer employed by either party shall be obligated to obey any order from the other which such officer reasonably believes to be in violation of any law, policy or procedure; or any order which said officer believes will result in the likelihood or unreasonable risk of death, bodily injury or in a loss or damage to the party's equipment.
10. PROCEDURES FOR REQUESTS FOR ASSISTANCE:
 - A. Any request for EMS assistance made by Palm Beach Shores' communications center to Riviera Beach's communications center or the agent providing communication services shall be deemed to be an official request for assistance under this Agreement.
 - B. The person requesting assistance shall provide the following information at the time the request is made:
 - name of requesting officer and agency;
 - the general nature, type and location of the emergency;
 - the type and quantity of equipment and/or personnel needed; and
 - street routing information, when needed.

The initial request for assistance shall be transmitted by landline (telephone) to the appropriate communications center of Riviera Beach on the following telephone lines:

Palm Beach Shores Communications Center (561) 844-3456
Riviera Beach Communications Center (561) 845-4123

If the above numbers change, either party will notify the other party immediately.

11. NO SERVICES BEYOND ASSIGNED DUTIES: No employee of either party to this Agreement shall perform, or be requested to perform, any function or service which is outside the scope of duties assigned to the employee by his or her employer.
12. EMS FEES; TRANSPORT FEES: Palm Beach Shores agrees to pay Riviera Beach Three Hundred Eighty Two Thousand One Hundred Seventy dollars (\$382,170) for EMS and Emergency Transport Services for the Fifteen (15) month period ending December 31, 2016. This fee shall be payable in three installments. The first installment of \$152,868 is due on October 1, 2015. The second installment of \$152,868 is due on April 1, 2016. The third installment of \$76,434 is due on October 1, 2016. Except for the first installment, an invoice for EMS fees shall be submitted to Palm Beach Shores approximately thirty (30) days prior to the due date of each installment. All fees for ambulance transport shall be at the City's prevailing rate and shall be charged directly to the patient charged to utilize the service and shall be billed, collected, and retained in full by Riviera Beach as compensation for rendering such services.
13. FIRE RELATED FEES: Until such time as Palm Beach Shores reaches a mutual aid agreement with Palm Beach County to provide fire related services, Palm Beach Shores agrees to pay Riviera Beach a fee for fire related services using the following rate structure. Billing will occur in October and April for fees accumulated in the previous 6 (six) months.

Engine	\$775 for the first hour or fraction thereof
Aerial/Ladder	\$950 for the first hour or fraction thereof
Rescue	\$625 for the first hour or fraction thereof

Command \$450 for the first hour or fraction thereof

Any responses lasting in excess of 1 (one) hour in duration or any fraction thereof shall be billed on the schedule set forth below:

Engine \$1,550 per hour or fraction thereof after the first hour

Aerial/Ladder \$1,900 per hour or fraction thereof after the first hour

Rescue \$1,250 per hour or fraction thereof after the first hour

Command \$900 per hour or fraction thereof after the first hour

In cases where fire related assistance is requested by Palm Beach Shores and Riviera Beach's dispatch protocol dispatches units other than those requested, and upon arrival Riviera Beach determines that certain units can be immediately made available, no charge shall be made for those units.

In the event of a catastrophic incident or emergency where Riviera Beach is required to utilize non-reusable supplies, Riviera Beach may require reimbursement of replacement cost from Palm Beach Shores.

14. LEVEL OF SERVICE: Riviera Beach shall at all times conduct the Fire, EMS, ALS and BLS transport services in a proper and efficient manner and shall keep all vehicles and equipment properly serviced and maintained in a good state of repair and shall at all times meet the criteria set forth in applicable state and local statutes.

15. QUARTERLY REPORT: A log of all calls for service within Palm Beach Shores shall be maintained and presented quarterly to the Town Administrator. The log shall contain, at a minimum, the following:

- a. Time call received by Fire-Rescue
- b. Time of dispatch
- c. Identification of all units dispatched
- d. Classification of call
- e. Time en route
- f. Travel time
- g. Time of arrival

16. TERM: It is understood by both parties that this Agreement is for the term of fifteen (15) months, commencing on October 1, 2015, and continuing thereafter to December 31, 2016, unless this Agreement is otherwise

modified or terminated in accordance with the terms and conditions more particularly set forth in section 17 below.

17. TERMINATION: It is understood by both parties that due to employment and budgetary considerations, this Agreement shall not be terminated unless Palm Beach Shores fails to make payment as required hereunder within thirty (30) days from the date of invoice. The Agreement may also be terminated by Palm Beach Shores if Riviera Beach breaches the Agreement and fails to cure the breach within thirty (30) days of written notice of the breach from Palm Beach Shores. In that event, the Agreement may be immediately terminated thereafter. Written notice as stated herein shall be considered sufficient when a written statement of intention to terminate is sent by certified mail or hand delivery to the parties.
18. NOTICES: All notices required in this Agreement shall be sent to the parties at the following addresses:

RIVIERA BEACH	PALM BEACH SHORES
City Manager City of Riviera Beach 600 W. Blue Heron Blvd. Riviera Beach, Florida 33404	Town Manager Town of Palm Beach Shores 247 Edwards Lane Palm Beach Shores, Florida 33404

19. NO TRANSFER: This Agreement shall not be assigned or transferred by either party.
20. GOVERNMENTAL POWERS: Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Interlocal Agreement to provide services as authorized by Chapter 163, *Florida Statutes*. Riviera Beach's and Palm Beach Shore's governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agency when

performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such Interlocal Agreement.

21. GOVERNING LAW: This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be held in Palm Beach County, Florida. If any action whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
22. 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.
23. INDEMNIFICATION: To the extent permitted by law, Riviera Beach shall indemnify and hold Palm Beach Shores harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of Riviera Beach's employees in the performance of this Agreement. Likewise, to the extent permitted by law, Palm Beach Shores shall indemnify and hold Riviera Beach harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of

Palm Beach Shores' employees in the performance of this Agreement. Nothing in this provision shall be construed as consent by Riviera Beach or by Palm Beach Shores to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, *Florida Statutes*.

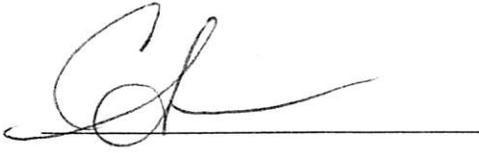
24. JOINT PREPARATION: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.
25. SEVERABILITY: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof
26. NO WAIVER DUE TO DELAY: No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.
27. ENTIRE UNDERSTANDING: This Agreement constitutes the entire understanding of the parties with respect to the provision of EMS, transport services. It may not be modified, nor any of its provisions waived unless such modification and/or waiver is in writing and is agreed to and signed by both parties.
28. FILING WITH CLERK OF COURT: This Agreement shall be signed in triplicate by both parties and filed for record by the Town of Palm Beach Shores, with the Clerk of the Circuit Court of Palm Beach County, Florida pursuant to Section 163.01, *Florida Statutes*.
29. COUNTERPARTS: This Agreement may be signed in counterparts.

SIGNATURES ON FOLLOWING PAGES

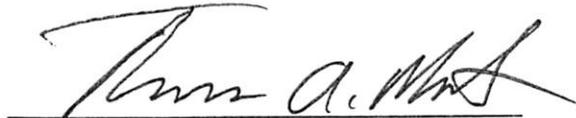
IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 16th
day of September, 2015.

ATTEST:

CITY OF RIVIERA BEACH



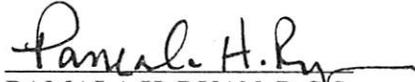
CLAUDENE L. ANTHONY, CMC
CITY CLERK



THOMAS A. MASTERS
MAYOR

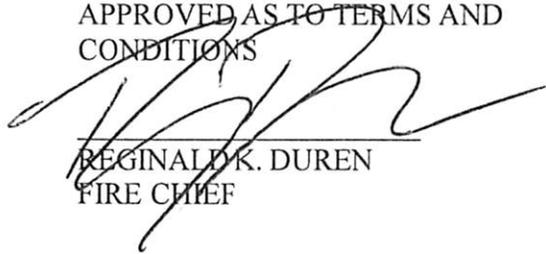
(CITY SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



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

APPROVED AS TO TERMS AND
CONDITIONS



REGINALD K. DUREN
FIRE CHIEF

DATE: 9/15/15

ATTEST:

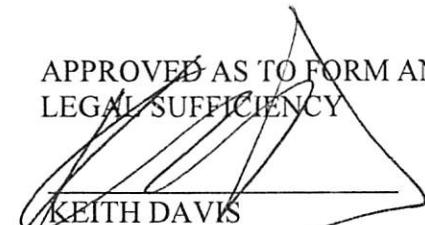
TOWN OF PALM BEACH SHORES


EVYONNE BROWNING
TOWN CLERK


JOHN M. WORKMAN
MAYOR

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


KEITH DAVIS
TOWN ATTORNEY

DATE: 9/16/15