

RESOLUTION NO. 144-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING A GRANT IN THE AMOUNT OF \$158,736 FROM THE ASSISTANCE TO FIREFIGHTERS GRANT AWARD FOR FISCAL YEAR 2015-16, TO PROTECT THE HEALTH AND SAFETY OF THE PUBLIC AND FIREFIGHTING PERSONNEL AGAINST FIRE AND FIRE RELATED HAZARDS; FURTHER ACCEPTING THE TERMS AND CONDITIONS OF THE GRANT INCLUDING A \$15,873 MATCH FROM ACCOUNT NUMBER 305-0920-522-0-6456 FOR A TOTAL PROJECT AMOUNT OF \$174,609; FURTHER AUTHORIZING THE PURCHASE OF TWENTY SEVEN SELF CONTAINED BREATHING APPARATUS AND REQUISITE COMPONENTS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, The U.S Department of Homeland Security's Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) Program offers funding to protect the health and safety of the public and firefighting personnel against fire and fire related hazards; and

**WHEREAS**, Riviera Beach Fire Rescue provides fire and fire related hazard protection services within the City of Riviera Beach; and

**WHEREAS**, Riviera Beach Fire Rescue has been awarded the AFG Award for the year 2015-16 to address the critical need to update the existing SCBA's as they approach the end of their usable life.

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

**SECTION 1.** The terms and conditions of the U.S Department of Homeland Security's Federal Emergency Management Agency, AFG Program for the year 2015-16 is hereby accepted.

**SECTION 2.** The Fire Department is authorized to purchase 27 Self Contained Breathing Apparatus and requisite components in the amount of \$174,609.00.

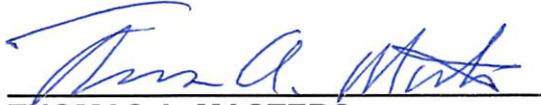
**SECTION 3.** The Finance Department is authorized to accept revenue in the amount of \$158,736, and establish a budget for the same.

**SECTION 4.** This grant will not be used to supplant the City's existing budget allocation.

**SECTION 5.** This Resolution shall become effective upon its passage by Council.

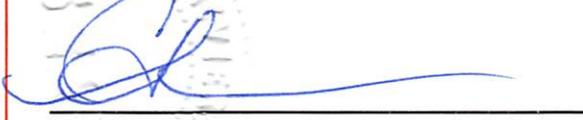
PASSED AND APPROVED THIS 21<sup>st</sup> DAY OF OCTOBER, 2015.

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

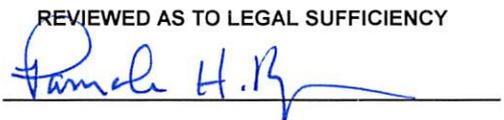
  
KaSHAMBA L. MILLER-ANDERSON  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: K. MILLER-ANDERSON

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

REVIEWED AS TO LEGAL SUFFICIENCY  
  
PAMALA H. RYAN, B.C.S., CITY ATTORNEY

DATE: 10/21/15

RESOLUTION NO. 145-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF FASTER ASSET SOLUTIONS BY PIGGYBACKING THE U.S. GENERAL SERVICES ADMINISTRATION (GSA) CONTRACT NUMBER GS-35F-0251U; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO APPROPRIATE FUNDS IN THE AMOUNT OF \$78,000 TO ACCOUNT NUMBER 001-1123-534-0-6451; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 001-1123-534-0-6451 FOR THE PURCHASE IN THE AMOUNT OF \$93,950; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the current fleet services software used to control the City's fleet and parts inventory is not fleet services specific and does not offer the broad array of tools needed to keep up with the City's fleet operation; and

**WHEREAS**, there are several major providers of vehicle specific software with Faster Asset Solutions being the premier software provider for fleet services; and

**WHEREAS**, staff from various departments have been a part of software demonstrations for Faster and all agree that Faster offers the most robust software with capabilities to interface with both the fuel management system and any ERP that the City chooses.

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

**SECTION 1.** That the City Council authorizes the purchase Faster Asset Solutions by piggybacking the U.S. General Services Administration (GSA) Contract number GS-35F-0251U.

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

**SECTION 3.** The Director of Finance and Administrative Services is authorized to appropriate funds in the amount of \$78,000 from fund balance to account number 001-1123-534-0-6451.

**RESOLUTION NO. 145-15**

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**SECTION 4.** That the Director of Finance and Administrative Services is authorized to make payment for same from account number 001-1123-534-0-6451 in the amount of \$93,950.

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

**PASSED and APPROVED this 21<sup>ST</sup> day of OCTOBER, 2015.**

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APPROVED:

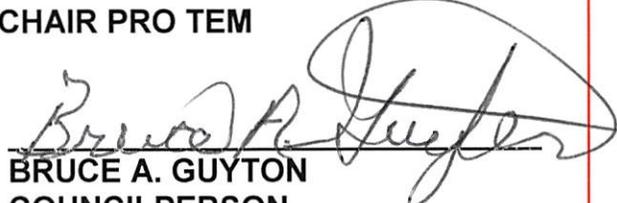
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

  
\_\_\_\_\_  
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-ANDERSON  
COUNCILPERSON

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: K. MILLER-ANDERSON

B. GUYTON AYE

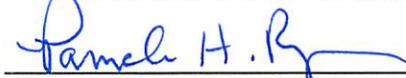
K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 10/20/15

**COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES  
AGREEMENT**

**THIS AGREEMENT** (the "Agreement") is made and entered into this 21ST day of OCTOBER, 2015, by and between the **CITY OF RIVIERA BEACH, FLORIDA**, a municipal corporation (the "City") and **CCG SYSTEMS, INC. dba FASTER ASSET SOLUTIONS**, a Virginia Beach, Virginia Corporation (the "Independent Contractor").

**WHEREAS**, the General Services Administration, a Federal entity ("GSA"), entered Agreement No. GS-35F-0251U with the Independent Contractor for (the "GSA Contract"), the terms and prices of which are incorporated herein by reference; and

**WHEREAS**, the GSA Contract allowed for and encouraged the Independent Contractor to extend such terms and prices to other governmental agencies; and

**WHEREAS**, Independent Contractor desires to extend such to the City.

**NOW THEREFORE**, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which is acknowledged by both parties, the parties to this Agreement agree as follows:

1. The foregoing "WHEREAS" clauses are incorporated into this Agreement as true and correct statements.
2. Independent Contractor agrees to be bound by all the terms and prices as set forth in the GSA Contract. This is a non-exclusive agreement.
3. To the extent that there exists a conflict between the GSA Contract and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement 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.
4. That the City does hereby retain the services of the Independent Contractor for the same scope of services as set forth in the GSA Contract, specifically commercial information technology equipment, software, and services.
5. Services must begin upon receipt of the official notice to proceed or task order and shall be carried on at a rate to ensure its full completion within a mutually agreed upon time frame.
6. The City agrees to compensate the Independent Contractor based on the prices set forth in the GSA Contract. The total and cumulative amount of this Agreement shall not exceed the amount of funds annually budgeted for these services.
7. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.
8. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

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

10. The Independent Contractor agrees that 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 Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

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

12. The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Independent Contractor. The Independent 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 Independent Contractor authorized to use the City's Tax Exemption Number in securing such materials.

13. Prior to execution of this Agreement by the City, the Independent Contractor shall provide certificates evidencing insurance coverages as required under the GSA Contract. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Independent Contractor shall specifically include the City as an "Additional Insured." Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Agreement.

14. The Independent Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, liability, losses, causes of action and/or costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Independent Contractor and other persons employed or utilized by the Independent Contractor in the performance of this Agreement.

15. The Independent 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 Agreement.

16. This Agreement and any dispute, disagreement, or issue of construction 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 legal action necessary to enforce the Agreement will be held in Palm Beach County.

17. 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.

18. Time is of the essence in all respects under this Agreement.

19. The Independent Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be providing services on behalf of the City, specifically agrees to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the City to keep and maintain in order to perform the services under this Agreement.
- (b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said 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 Independent Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, 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.

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

21. Any notice required to be given under this Agreement shall be sent in accordance with the GSA Contract as follows to the City:

City of Riviera Beach  
Attn: Director of Public Works  
2391 Avenue L  
Riviera Beach, FL 33404

With Copy to:

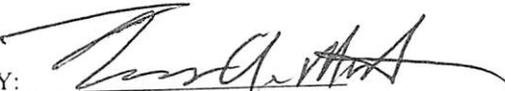
City Attorney  
City of Riviera Beach  
600 W. Blue Heron Blvd.  
Riviera Beach, FL 33404

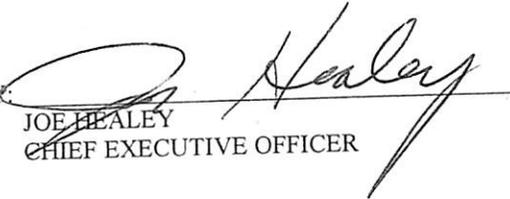
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IN WITNESS WHEREOF, the Parties unto this Commercial Information Technology Equipment, Software, and Services Agreement have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

CCG Systems, Inc. dba Faster Asset Solutions.

BY:   
THOMAS A. MASTERS  
MAYOR

BY:   
JOE HEALEY  
CHIEF EXECUTIVE OFFICER

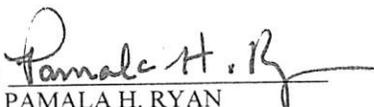
[Corporate Seal]

ATTEST:

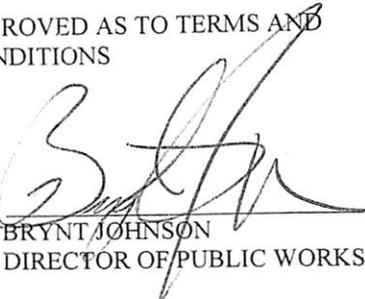
(SEAL)

BY:   
CLAUDENE L. ANTHONY,  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
PAMALA H. RYAN  
CITY ATTORNEY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
BRYNT JOHNSON  
DIRECTOR OF PUBLIC WORKS

DATE: 10/23/15

RESOLUTION NO. 146-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDBING BID NO. 541-15 TO CREATIVE MAILBOX DESIGN, INC., DOING BUSINESS AS CREATIVE SIGN DESIGNS OF TAMPA, FLORIDA FOR THE CONSTRUCTION OF MONUMENT SIGNS AND COMMUNITY SIGNS AT VARIOUS LOCATIONS THROUGHOUT THE CITY IN THE AMOUNT OF \$516,936.00; 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 DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO APPROPRIATE \$177,000 OF FUND BALANCE IN FUND108 AND TRANSFER \$100,000 FROM THE BUSINESS AND ECONOMIC DEVELOPMENT PROJECT TO ACCOUNT NUMBER 309-0202-54108301 FOR SAME; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBERS 309-0202-541-0-8301, 310-0202-541-0-8301 AND 001-0822-521-0-4601 AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City constructed a model entry/welcome sign on Australian Avenue near West 1<sup>st</sup> Street that would serve as a design standard for any additional signs; and

**WHEREAS**, the City Council approved the design concept and construction of additional welcome/entry signs at all other major entry points throughout the City at a previous council meeting; and

**WHEREAS**, existing community signs have not been updated in many years with some being in extremely poor condition; and

**WHEREAS**, the proposed community signs follow the same basic design standard as City entry/welcome signs; and

**WHEREAS**, the City solicited contractors for the construction of the monument sign at City Hall, installation of "Welcome to Riviera Beach" signs and community signs at various locations throughout the City through the issuance of Bid Number 541-15; and

**WHEREAS**, Creative Mailbox Design, Inc., doing business as (DBA) Creative Sign Design of Tampa, 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 and awards a Construction Services Contract to Creative Mailbox Design, Inc., doing business as (DBA) Creative Sign Design of Tampa, Florida, the lowest responsive and responsible bidder, in the amount \$516,936.00 for the construction of monument signs at various locations throughout the City.

**SECTION 2.** The Director of Finance and Administrative Services is authorized to appropriate \$177,000 of Fund Balance in Fund 108 and transfer \$100,000 from the Business and Economic Development Project to account number 309-0202-541-0-8301 to cover the additional costs as follows:

Revenue		
108-00-399999	FUND BALANCE	\$177,000
Expenditure		
309-0202-541-0-8301	ENTRY SIGNS PROJECT	\$177,000
Transfer From:		
109-0203-559-0-8301	BUSINESS AND ECONOMIC DEV.	\$100,000
Transfer to:		
309-0202-541-0-8301	CITY ENTRY SIGN PROJECT	\$100,000

**SECTION 3.** The Finance Director and Administrative Services is authorized to make payment for same from the following accounts:

309-0202-541-0-8301	\$380,378.00
310-0202-541-0-8301	\$115,000.00
001-0822-521-0-4601	\$ 21,558.00

**SECTION 4.** The City Manager is authorized to approve Change Orders up to ten percent (10%).

**SECTION 5.** The Mayor and City Clerk are authorized to execute the Contract.

**SECTION 6.** That the Resolution takes effect upon its passage and approval by City Council.

**PASSED and APPROVED** this 21<sup>ST</sup> day of OCTOBER, 2015.

APPROVED:

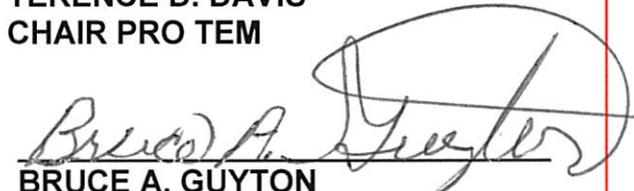
  
THOMAS A. MASTERS  
MAYOR

  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

  
  
CLAUDENE L. ANTHONY  
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KaSHAMBA L. MILLER-ANDERSON  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: B. GUYTON

B. GUYTON AYE

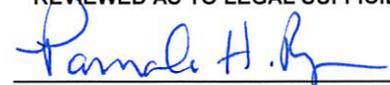
K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 10/20/15

**CITY OF RIVIERA BEACH  
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 21<sup>st</sup> day of October, 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 **CREATIVE MAILBOX DESIGN LLC dba: CREATIVE SIGN DESIGNS**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is **20-2975242**.

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 **Citywide Monument and Community Signs as more specifically described in BID #541-15**, and as set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

The CITY's representative/liason 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. Total Construction work shall be carried on at a rate to insure its full completion within **three hundred sixty five (365)** calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract. No individual sign shall take more than 120 calendar days to complete from its initial construction commencement.
  
- 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 but in no event shall exceed \$516,936. 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 20<sup>th</sup> 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:

**Brian Lorentzen, National Account Manager**  
**Creative Sign Designs**  
**12801 Commodity Pl., Ste 200**  
**Tampa, Fl 33626**

## **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 **Citywide Monument and Community Signs** 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 **Citywide Monument and Community Signs** 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 **Citywide Monument and Community Signs**.

### **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, JAMES HARDEN 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.

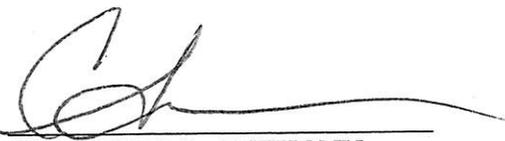
CITY OF RIVIERA BEACH

CREATIVE SIGN DESIGNS

BY:   
THOMAS A. MASTERS,  
MAYOR

BY:   
JAMES HARDEN  
PRESIDENT

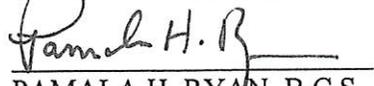
ATTEST:

BY:   
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: 10/26/15

## **EXHIBIT "A"**

### **SCOPE OF WORK**

The project involves the full furnish, at the contractors expense, all labor, supervisors, equipment, machinery, tools, materials, transportation, and other services necessary to fully construct "Welcome to Riviera Beach" monument signs at various sites throughout the City of Riviera Beach. The work includes, but is not limited to, the demolition of existing surface elements, installation of foundation, block, surface treatment, lighting, landscaping, digital board and all other elements as indicated on the associated plans and specifications. The contractor shall be responsible for protection of all irrigation. The contractor shall be responsible for restoration of pavement and sodding of all disturbed areas. The Contractor prior, during and at the completion of the demolition part of this work shall follow all the required notifications, protection, regulatory requirements and execution procedures described in Section 02050 of the Project Manual.

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

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

**EXHIBIT "B"**

**SCHEDULE OF PAYMENTS**

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

City Entrance Signs Project					
City Project # 541-15					
STANTEC PROJECT #: 215612067					
Item No.	Description	Quantity		Unit Price	Total
		Total	Unit	\$	\$
<b>Signs, Landscaping, Minor Site Work, Irrigation, Electrical</b>					
<b>General Items</b>					
1	Permit Fees (Reimbursement)	1	LS	\$15,000.00	\$15,000.00
<b>Phase I</b>					
2	Old Dixie Highway (South) Sign	1	LS	36,958.	36,958.
3	Old Dixie Highway (North) Sign	1	LS	12,660.	12,660.
4	Congress Avenue (South) Sign	1	LS	22,544	22,544
5	Congress Avenue (North) Sign	1	LS	22,544	22,544
6	City Hall Site (600 Blue Heron)	1	LS	33,514	33,514.
7	City Hall Site 19-20mm Monochrome Digital Signs/Software(installed)	2	EA	14,288	28,576.
8	1" Communication Conduit (Fiber)(including spare, see digital sign specification)	350	LF	24	8400.
9	4" Directional Bore Sleeve	100	LF	167	16,700.
10	US1 (South of Silver Beach)	1	LS	15,424	15,424
11	Solar Light Package Phase 1 All Sites(Lights, Solar Panels including post and mounting system)	1	LS	24,604	24,604
<b>PHASE I SUBTOTAL:</b>					<b>221,924.</b>
<b>Phase II</b>					
12	A1A Sign	1	LS	22,544	22,544
13	Blue Heron Blvd. Sign	1	LS	36,958	36,958
14	Military Trail (North) Sign	1	LS	14,300	14,300
15	Military Trail (South) Sign	1	LS	22,544	22,544
17	Solar Light Package Phase 2 All Sites(Lights, Solar Panels including post and mounting system)	1	LS	19,774	19,774
<b>PHASE II SUBTOTAL:</b>					<b>116,120</b>
<b>TOTAL BASE BID:</b>					<b>338,044</b> ★
<b>ADD ALT I DIGITAL BOARD UPGRADE</b>					
18	Digital Board Upgrade from 19mm Monochrome to 16mm full color display	2	EA	17,914	35,828.
19	Digital Board Upgrade from 19mm Monochrome to 16mm full video display	2	EA	25,698	51,396.
<b>ADD ALT II COMMUNITY SIGNS</b>					
20	COMMUNITY DESIGNATION SIGNS(see exhibit D)	21	EA	5,786.	121,506.
<b>ADD ALT III FPL POWER SOURCE</b>					
21	2" Directional Bore Electrical service(approx. 100' at each location)	700	LF	72	50,400.
22	2" Direct Bury( including conduit) Electrical service in Blue Heron Right of Way.	700	LF	40	28,000
23	Lighting Package Phase I	1	LS	9,400	9,400.
24	Lighting Package Phase II	1	LS	6,136.	6,136.

Note: Lines 11 and 17 must be subtracted to arrive at grand total.

**Grand Total \$516,936.00**

RESOLUTION NO. 147-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NUMBER TWO TO THE EXISTING SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT WITH WASTE MANAGEMENT INC. APPROVING THE ONE TIME FIVE (5) YEAR RENEWAL OPTION EXTENDING THE AGREEMENT TERM TO SEPTEMBER 30, 2021; APPROVING ALL AGREEMENT MODIFICATIONS AS SPECIFIED; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on February 2, 2011, after a request for proposal process, the City Council approved the Solid Waste and Recycling Collection Franchise Agreement with Waste Management Inc. via Resolution No. 13-11; and

**WHEREAS**, the original agreement term ends September 30, 2016 and offers a one-time five (5) year renewal option; and

**WHEREAS**, both the City and Waste Management have expressed mutual interest in taking advantage of the single renewal option; and

**WHEREAS**, on November 16, 2011 via Resolution No. 157-11 City Council approved the first amendment of the agreement which revised the community benefits policy for the expenditure of funds donated by Waste Management; and

**WHEREAS**, approving the second amendment to the existing agreement will extend the agreement term until September 30, 2021 and will make minor modifications to the agreement.

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

**SECTION 1:** The City Council approves amendment number two to the existing Solid Waste and Recycling Collection Franchise Agreement with Waste Management, Inc.

**SECTION 2:** The Mayor and City Clerk are authorized to execute the Amendment, attached hereto.

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

**PASSED AND APPROVED this 21ST day of OCTOBER, 2015.**

APPROVED:

  
\_\_\_\_\_

THOMAS A. MASTERS  
MAYOR

  
\_\_\_\_\_

DAWN S. PARDO  
CHAIRPERSON

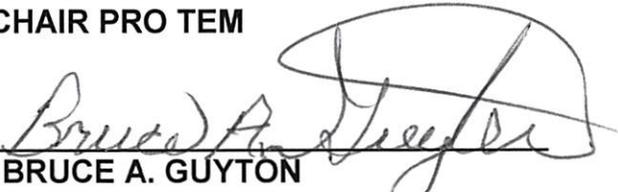
ATTEST:

  
\_\_\_\_\_

CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

  
\_\_\_\_\_

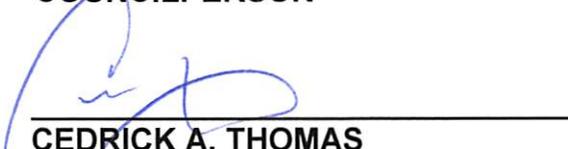
TERENCE D. DAVIS  
CHAIR PRO TEM

  
\_\_\_\_\_

BRUCE A. GUYTON  
COUNCILPERSON

  
\_\_\_\_\_

KaSHAMBA L. MILLER-ANDERSON  
COUNCILPERSON

  
\_\_\_\_\_

CEDRICK A. THOMAS  
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: C. THOMAS

B. GUYTON AYE

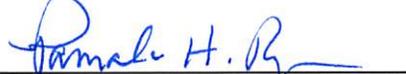
K. MILLER-ANDERSON NAY

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_

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

DATE: 10/20/15

**SECOND AMENDMENT TO THE SOLID WASTE  
AND RECYCLING COLLECTION FRANCHISE AGREEMENT**

This Second Amendment to the Solid Waste and Recycling Collection Franchise Agreement is made this 21<sup>ST</sup> day of OCTOBER 2015, by and between the City of Riviera Beach, Florida ("City") and Waste Management Inc. of Florida ("Contractor").

**WHEREAS**, the City and Contractor are parties to that certain Solid Waste and Recycling Collection Franchise Agreement (the "Agreement") entered into on February 2, 2011; and

**WHEREAS**, the parties desire to amend Section 2.18 to provide additional funding for the contract monitoring program; to amend Section 33.0 to provide for City inspection of Contractor's fleet and to modify the fleet age requirement for frontline collection vehicles; to amend Section 37.0 to provide for quarterly reporting of complaints and their resolution; and to add a new Section 4.5 to clarify the City's efforts in enforcing the exclusivity granted to Contractor by the Agreement; and

**NOW, THEREFORE**, upon material consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows (underline indicates added material; ~~strikethrough~~ indicates deleted material) .

**Section 1.** Section 1.0 of the Agreement is amended by adding the following as set forth below:

The City and Contractor agree to exercise the renewal provision of this Section 1.0 and thereby extend the term of the Agreement through September 30, 2021.

**Section 2.** Section 2.18 of the Agreement is amended as set forth below:

Contract Monitoring for Quality Assurance shall mean the program set up by the City at the expense of the Contractor to ensure that pickup schedules, cleanup practices and reasonable quality control measures are adhered to by the Contractor during the term of this Agreement. Annually, contractor shall pay a lump-sum fee in the amount of \$45,000 \$56,500 in support of the contract monitoring program. Lump-sum payment shall be paid to the City prior to October 15 of each contract year. The program shall be under the general direction of the Contract Administrator.

**Section 3.** New Section 4.5 is added to the Agreement as set forth below:

The City shall utilize its reasonable best efforts as permitted by applicable law to enforce the exclusivity granted to Contractor pursuant to the terms of this Agreement. To that end it will enforce all sections of the City Code of Ordinances respecting solid waste collections including but not limited to Section 17.5-6 and Section 17.5 -15. A failure to do so is a material breach of this Agreement.

**Section 4.** Section 33.0 of the Agreement is amended as set forth below:

COLLECTION EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Agreement. Upon execution of this

Agreement and semi-annually thereafter, the Contractor shall provide in a format specified by the Contract Administrator a list of the equipment to be used by the Contractor to provide services relating to this Agreement. Solid Waste collection equipment shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the Contract Administrator, unless otherwise provided within this Agreement. All Equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. Recycling Materials collection equipment shall be dual compartment equipment (one compartment for paper products; one compartment for other Recyclable Material), separate trucks or other equipment that meets industry standards and is approved by the Contract Administrator, and must be compatible for unloading at the designated MRF or transfer station. In the event a compacting vehicle is used for the collection of Recyclable Materials, compaction pressure may not exceed 50 pounds per square inch for the commingled non-paper Recyclable Materials to avoid glass breakage. Equipment utilized for the collection of Recyclable Materials shall be clearly identified for that purpose. The Contractor shall have available reserve equipment that can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. All frontline vehicular equipment used by the Contractor for collection purposes in the performance of this Agreement shall be on average not older than five (5) eight (8) years of age at any time during the performance of this Agreement. The City shall have the right to inspect the Contractor's vehicles on reasonable notice to determine that any collection vehicle has been maintained properly and is in appropriate condition to safely perform under this Agreement.

**Section 5.** Section 37.0 of the Agreement is amended as set forth below:

COMPLAINTS: All service complaints shall be directed to the Contract Administrator or designee. The complaint will be forwarded to the Contractor by telephone, computer or electronic media at least daily where it shall be recorded on a complaint log by the Contractor. The complaint shall be resolved within twenty-four (24) hours after it is received by the Contractor. When the complaint is received on a Saturday or the day preceding Thanksgiving Day, Christmas Day and New Year's Day, it shall be resolved by the Contractor no later than the next regular working day. If a complaint cannot be resolved within twenty-four (24) hours, the Contract Administrator shall be notified. Complaints received by Contractor from the public shall be forwarded to the Contract Administrator within four (4) hours. On a calendar quarterly basis the Contractor shall provide a report to the Contract Administrator summarizing all complaints and their resolution. The report shall be furnished within 20 days of the end of the calendar quarter.

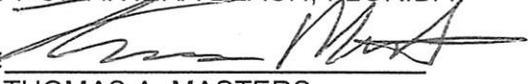
The Contractor shall notify all customers in writing about complaint procedures, route changes, rates, regulations, and the days of collection, at least annually.

**Section 6.** This Second Amendment shall take effect commencing October 1, 2015.

**Section 7.** In all other respects, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Solid Waste and Recycling Collection Franchise Agreement on the day and date first above written.

CITY OF RIVIERA BEACH, FLORIDA

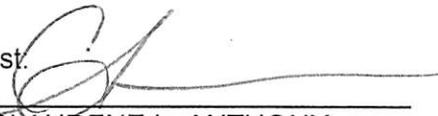
By: 

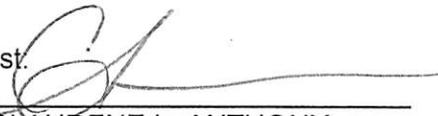
THOMAS A. MASTERS  
MAYOR

WASTE MANAGEMENT INC. OF FLORIDA

By: 

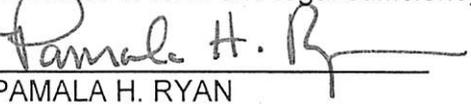
TIMOTHY B. HAWKINS  
PRESIDENT

Attest. 

By: 

CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

Approved as to form and legal sufficiency

By: 

PAMALA H. RYAN  
CITY ATTORNEY

RESOLUTION NO. 148-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE POLICE DEPARTMENT TO EXECUTE A LEASE/PURCHASE PROPOSAL WITH U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC. TO FINANCE THE PURCHASE OF EIGHTEEN (18) POLICE VEHICLES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP A BUDGET FOR THE SAME; AND AUTHORIZING THREE (3) ANNUAL PAYMENTS IN THE AMOUNT \$210,232.78; AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, The Riviera Beach Police Department has eighteen Police Vehicles identified in the City's Vehicle Replacement Plan, in need of replacement due to age and/or condition; and

**WHEREAS**, The Purchasing Department solicited bids for a tax-exempt municipal Lease/Purchase and identified U.S. Bancorp Government Leasing and Finance, Inc. as the most responsive bidder; and

**WHEREAS**, The current proposal is based on the Florida Sheriff's Association Annual Vehicle Bid pricing.

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

**SECTION 1:** The City Council approves the Municipal Lease/Purchase proposal with U.S. Bancorp Government Leasing and Finance, Inc.

**SECTION 2:** The Mayor and City Clerk are authorized to execute the Municipal Lease/Purchase Proposal.

**SECTION 3:** The Director of Finance and Administrative Services is authorized to set up a budget and make three (3) annual payments in the amount of \$210,232.78 to U.S. Bancorp Government Leasing and Finance, Inc. for a total of \$630,698.35.

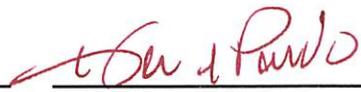
**SECTION 4:** This resolution shall take effect immediately upon its passage and approval by the City Council.

**PASSED AND ADOPTED this 21<sup>ST</sup> day of OCTOBER, 2015.**

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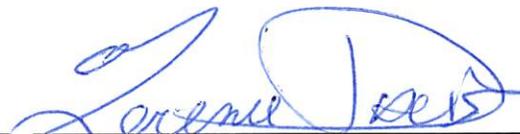
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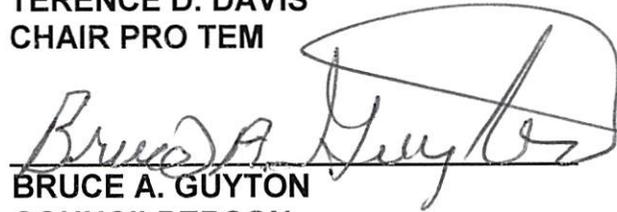
  
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THOMAS A. MASTERS  
MAYOR

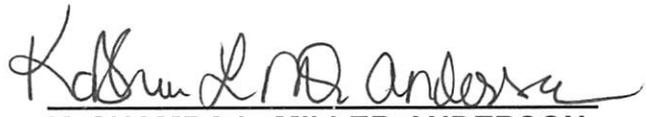
  
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DAWN S. PARDO  
CHAIRPERSON

ATTEST:

  
\_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

  
\_\_\_\_\_  
TERENCE D. DAVIS  
CHAIR PRO TEM

  
\_\_\_\_\_  
BRUCE A. GUYTON  
COUNCILPERSON

  
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KaSHAMBA L. MILLER-ANDERSON  
COUNCILPERSON

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

B. GUYTON AYE

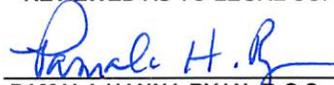
K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 10/20/15

## ADDENDUM (FLORIDA) Master Tax-Exempt Lease/Purchase Agreement

THIS ADDENDUM, which is entered into as of October 14, 2015 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and City of Riviera Beach ("Lessee"), is intended to modify and supplement Property Schedule No. 5 (the "Property Schedule") to the Master Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee dated as of October 21, 2013 (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

1. The Master Agreement is hereby amended as set forth below:

(a) Section 7.03 (entitled "Security Interest") is deleted in its entirety.

(b) The last sentence of Section 12.01 is amended to read in its entirety as follows: "Lessee agrees to execute all documents, including notices of assignment, that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules."

(c) Subsection 13.02(b) is amended to read as follows:

"(b) Lessor may terminate the Property Schedule, and may require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay any amounts then due under the Property Schedule, including payments under Section 13.02(a), and (ii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee;"

(d) The last sentence of Section 13.02 (commencing with the word "Notwithstanding") is deleted in its entirety.

(e) A new Subsection 13.02(e) is added to the Master Agreement to read in its entirety as follows:

"(e) Following an Event of Default or an Event of Nonappropriation hereunder and upon failure of Lessee to voluntarily comply with Section 6.06 or 13.02(b), Lessor may take any action, at law, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement against Lessee's legally available funds. Lessor and Lessee agree that there is no intention to create under this Agreement and the applicable Property Schedule a right of Lessor to dispossess Lessee involuntarily of the legal title to or the right of use of the Property. Lessor hereby irrevocably waives any right to specific performance of Lessee's covenant to transfer legal title to and return of possession of the Property to Lessor. Lessor acknowledges that in no event may it compel the use of ad valorem taxing power to compel Lessee to pay Lease Payments or other payment obligations under this Agreement."

2. If Lessee utilizes the services of a procurement management program operated by another governmental authority in connection with the acquisition of Property, Lessee shall be solely responsible for the payment of all rebates, revenues sharing and other fees payable to such governmental authority in connection with its participation in such program, regardless of whether any available discount has been applied in determining the amount of proceeds of the Property Schedule payable to the Vendor.

3. If Lessee is a county, Lessee represents and warrants to Lessor that:

(a) If the term of the Property Schedule exceeds five (5) years, Lessee represents and covenants to Lessor that the Lease Payments with respect thereto are and will be payable from sources other than ad valorem taxes.

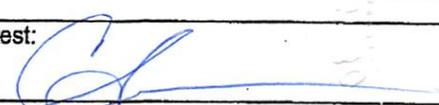
(b) The Property Schedule has been approved by the Board of County Commissioners of Lessee.

(Signature Page to Follow)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>	
By:	
Name:	Lisa Albrecht Documentation Specialist
Title:	

<b>Lessee: City of Riviera Beach</b>	
By:	
Name:	Thomas A. Masters
Title:	Mayor

Attest:	
By:	
Name:	Claudene L. Anthony
Title:	Certified Municipal Clerk / City Clerk

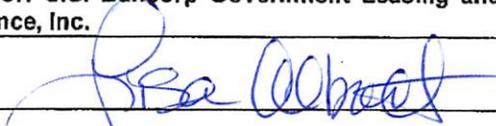
## Property Schedule No. 5

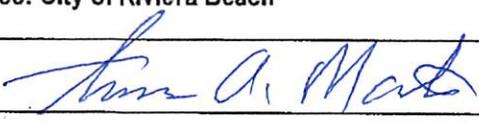
### Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No.5** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of October 21, 2013, between U.S. Bancorp Government Leasing and Finance, Inc., and City of Riviera Beach.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is October 14, 2015.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Proceeds. Exhibit 4 is intentionally omitted.
7. Acceptance Certificate. Exhibit 5 is intentionally omitted.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
9. Private Activity Issue. Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period").  
  
Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use".  
  
Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
10. Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.
11. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by October 17, 2015.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>	
By:	
Name:	Lisa Albrecht
	Documentation Specialist
Title:	

<b>Lessee: City of Riviera Beach</b>	
By:	
Name:	Thomas A. Masters
Title:	Mayor

Attest:	
By:	
Name:	Claudene L. Anthony
Title:	Certified Municipal Clerk / City Clerk

**EXHIBIT 1**

**Property Description and Payment Schedule**

Re: **Property Schedule No.5** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Riviera Beach.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

600 West Blue Heron Boulevard

Address

Riviera Beach, Florida 33404

City, State Zip Code

USE: Vehicles - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: \$612,000.00

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	14-Oct-2016	210,232.78	200,930.38	9,302.40	423,401.70
2	14-Oct-2017	210,232.78	203,984.53	6,248.26	213,297.64
3	14-Oct-2018	210,232.78	207,085.09	3,147.69	0.00
<b>TOTALS</b>		<b>630,698.35</b>	<b>612,000.00</b>	<b>18,698.35</b>	

Interest Rate: 1.520%

Lessee: City of Riviera Beach

By:

Name: Thomas A. Masters

Title: Mayor

EXHIBIT A

Property Description

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2015 FORD EXPLORER 4X2  
2015 FORD EXPLORER 4X4 (K8B)  
2015 FORD EXPLORER 4X4 (K8B)  
2015 FORD F150 4X2 R/C 122" W/B (F1C)

VIN #'s To be Determined



# CITY OF RIVIERA BEACH

600 WEST BLUE HERON BOULEVARD • RIVIERA BEACH, FLORIDA 33404  
P.O. DRAWER 10682 RIVIERA BEACH, FLORIDA 33419  
TEL (561) 845-4069 FAX (561) 845-4017

OFFICE OF  
CITY ATTORNEY

October 14, 2015

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 S.W. 68th Parkway, Suite 100  
Portland, OR 97223

City of Riviera Beach  
600 West Blue Heron Boulevard  
Riviera Beach, FL 33404  
Attention: Randy M. Sherman, Finance Director

RE: Property Schedule No. 5 to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Riviera Beach.

Ladies and Gentlemen:

I have acted as counsel to City of Riviera Beach ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of October 21, 2013 (the "Master Agreement"), between City of Riviera Beach, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 5 (the "Property Schedule") pursuant to the Master Agreement. I have examined the law and such certified proceedings and other papers as deemed necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to the opinion, I have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to me without undertaking to verify the same by independent investigation.

Based upon the foregoing, I am of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property Subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal or of interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Sincerely,

A handwritten signature in blue ink that reads "Pamala H. Ryan" followed by a long, sweeping horizontal flourish.

Pamala H. Ryan, B.C.S.  
City of Riviera Beach  
City Attorney

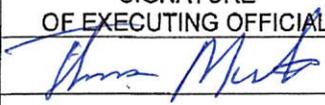
**EXHIBIT 3**

**Lessee's Certificate**

Re: **Property Schedule No.5** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Riviera Beach.

The undersigned, being the duly elected, qualified and acting Mayor of the City of Riviera Beach ("Lessee") do hereby certify, as of October 14, 2015, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held October 21, 2015 by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
Thomas A. Masters	Mayor	
And/ Or		

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

5. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal or of interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

City of Riviera Beach
By: Randy Sherman 
Title: Director of Finance and Administrative Services
<b>SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE</b>

EXHIBIT 4

Payment of Proceeds Instructions

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Intentionally Omitted.

EXHIBIT 5

Acceptance Certificate

---

Intentionally Omitted

**EXHIBIT 6**

**Bank Qualification And Arbitrage Rebate**

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Re: **Property Schedule No.5** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Riviera Beach

PLEASE CHECK EITHER:

**Bank Qualified Tax-Exempt Obligation under Section 265**

Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

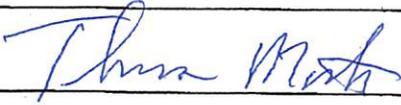
Not applicable.

**Arbitrage Rebate**

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

***Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.***

Lessee: City of Riviera Beach
By: 
Name: Thomas A. Masters
Title: Mayor

## INSURANCE AUTHORIZATION AND VERIFICATION

Date: October 14, 2015

Property Schedule No: 5

To: City of Riviera Beach (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")  
 13010 SW 68th Parkway, Suite 100  
 Portland, OR 97223  
 Attn: Lisa Albrecht

**TO THE LESSEE:** In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee\* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

**Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.**

**Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).**

**Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$612,000.00, with deductibles no more than \$10,000.00.**

*\*Lessee: Please execute this form and return with your document package. Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Lessee-executed form plus certificates) is not provided within 15 days, we have the right to purchase such insurance at your expense. Should you have any questions, please contact Lisa Albrecht at 303-585-4077.*

**By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.**

Agency/Agent:		
Address:		
Phone/Fax:		
Email:		

<b>Lessee: City of Riviera Beach</b>	
By:	
Name:	Thomas A. Masters
Title:	Mayor

**TO THE AGENT:** *In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at 303-585-4732. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.*

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name of Agency: X \_\_\_\_\_

By: X \_\_\_\_\_  
 (Agent's Signature)

Print Name: X \_\_\_\_\_

Date: X \_\_\_\_\_

Insurable Value: \$612,000.00

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.:5

**Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement**

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This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of October 21, 2013 and the related Property Schedule No.5 dated October 14, 2015, between Lessor and Lessee (the "Agreement").

- Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has previously included their tax-exemption certificate
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

<b>Lessee: City of Riviera Beach</b>	
By:	
Name:	Thomas A. Masters
Title:	Mayor



U.S. Bancorp Government Leasing and Finance, Inc.  
950 17<sup>th</sup> Street, 7<sup>th</sup> Floor  
Denver, CO 80202

UPS Tracking #: 1Z24A8E81390334305

October 29, 2015

Department of the Treasury  
Internal Revenue Service Center  
Ogden, UT 84201

To Whom It May Concern:

Enclosed please find the 8038 G for City of Riviera Beach filing.

Thank You,

*Kevin Jaramillo*

Documentation Specialist

**Information Return for Tax-Exempt Governmental Obligations**

▶ Under Internal Revenue Code section 149(e)  
 ▶ See separate instructions.  
 Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>City of Riviera Beach</b>		2 Issuer's employer identification number (EIN) <b>59-6000417</b>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) <b>600 W. Blue Heron Blvd.</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>	
6 City, town, or post office, state, and ZIP code <b>Riviera Beach, FL 33404</b>		7 Date of issue	
8 Name of issue <b>Property Schedule #4</b>		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>Michael Madden, Assistant Chief of Police</b>		10b Telephone number of officer or other employee shown on 10a	

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education . . . . .	11		
12 Health and hospital . . . . .	12		
13 Transportation . . . . .	13		
14 Public safety . . . . .	14	611,557	00
15 Environment (including sewage bonds) . . . . .	15		
16 Housing . . . . .	16		
17 Utilities . . . . .	17		
18 Other. Describe ▶	18		
19 If obligations are TANs or RANs, check only box 19a . . . . . <input type="checkbox"/>			
If obligations are BANs, check only box 19b . . . . . <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box . . . . . <input type="checkbox"/>			

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/01/2017	\$ 611,557.00	\$ 611,557.00	3 years	1.450 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest . . . . .	22		
23 Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	23	611,557	00
24 Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	24		
25 Proceeds used for credit enhancement . . . . .	25		
26 Proceeds allocated to reasonably required reserve or replacement fund . . . . .	26		
27 Proceeds used to currently refund prior issues . . . . .	27		
28 Proceeds used to advance refund prior issues . . . . .	28		
29 Total (add lines 24 through 28) . . . . .	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	30	611,557	00

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded . . . . .	▶	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded . . . . .	▶	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) . . . . .	▶	_____
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)		_____

**Part VI Miscellaneous**

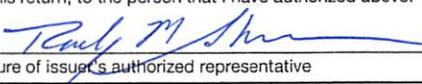
- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . . 

35		
36a		
37		
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . . 

36a		
37		

  - b Enter the final maturity date of the GIC ▶ \_\_\_\_\_
  - c Enter the name of the GIC provider ▶ \_\_\_\_\_
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . . 

37		
----	--	--
- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box  and enter the following information:
  - b Enter the date of the master pool obligation ▶ \_\_\_\_\_
  - c Enter the EIN of the issuer of the master pool obligation ▶ \_\_\_\_\_
  - d Enter the name of the issuer of the master pool obligation ▶ \_\_\_\_\_
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶
- 41a If the issuer has identified a hedge, check here  and enter the following information:
  - b Name of hedge provider ▶ \_\_\_\_\_
  - c Type of hedge ▶ \_\_\_\_\_
  - d Term of hedge ▶ \_\_\_\_\_
- 42 If the issuer has superintegrated the hedge, check box . . . . . ▶
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶
- 45a If some portion of the proceeds was used to reimburse expenditures, check here  and enter the amount of reimbursement . . . . . ▶ \_\_\_\_\_
  - b Enter the date the official intent was adopted ▶ \_\_\_\_\_

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	 Signature of issuer's authorized representative	10/27/15 Date	Randy M. Sherman, Dir. of Finance/Admin Type or print name and title	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶	Phone no.		

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of October 14, 2015 by and among U.S. Bancorp Government Leasing and Finance, Inc. ("*Lessor*"), City of Riviera Beach ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of October 21, 2013 (the "*Master Agreement*") and a Property Schedule No.5thereto dated October 14, 2015 (the "*Schedule*" and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$612,000.00, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's set-up fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessor's authorized signatures are provided in Exhibit 5. Lessee's authorized signatures will be provided in Exhibit 3 of Master Lease Purchase Agreement. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Final Acceptance Certificate form attached as Exhibit 4 hereto.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of Lessee and Lessor in writing to Escrow Agent. All funds on deposit in the Escrow Fund at the time of termination under this paragraph, unless otherwise directed by Lessee in writing (electronic means acceptable), shall be transferred to Lessor.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow

Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

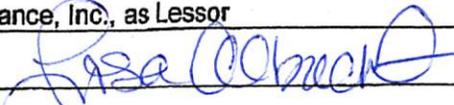
12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, or (d) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

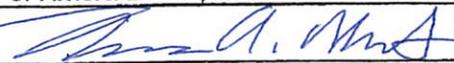
13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

U.S. Bancorp Government Leasing and Finance, Inc., as Lessor	
By:	
Name:	Lisa Albrecht
Title:	Documentation Specialist
Address: 13010 SW 68 <sup>th</sup> Parkway, Suite 100 Portland, OR 97223	

City of Riviera Beach , as Lessee	
By:	
Name:	Thomas A. Masters
Title:	Mayor
Address: 600 West Blue Heron Blvd Riviera Beach, Florida 33404	

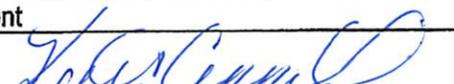
U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent	
By:	
Name:	Kathleen Connolly
Title:	Vice Pres
Address: U.S. Bank National Association 950 17 <sup>th</sup> Street, 12 <sup>th</sup> Floor Denver, CO 80202	

EXHIBIT 1

**U.S. BANK NATIONAL ASSOCIATION  
MONEY MARKET ACCOUNT AUTHORIZATION FORM  
DESCRIPTION AND TERMS**

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

**AUTOMATIC AUTHORIZATION**

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

City of Riviera Beach

\_\_\_\_\_  
Company Name



\_\_\_\_\_  
Signature of Authorized Directing Party  
Thomas A. Masters

\_\_\_\_\_  
Trust Account Number – includes existing and  
future sub-accounts unless otherwise directed

\_\_\_\_\_  
Mayor  
Title/Date

**EXHIBIT 2**

**Schedule of Fees for Services as  
Escrow Agent  
For  
City of Riviera Beach  
Equipment Lease Purchase Escrow**

CTS01010A	<b>Acceptance Fee</b> The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04460	<b>Escrow Agent</b> Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.  <b>Direct Out of Pocket Expenses</b> Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.  <b>Extraordinary Services</b> Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	WAIVED  At Cost

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

**EXHIBIT 3  
REQUISITION REQUEST**

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of October 14, 2015 (the "Escrow Agreement") by and among U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor"), City of Riviera Beach (the "Lessee"), and U.S. Bank National Association (the "Escrow Agent"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease Purchase Agreement dated as of October 21, 2013 (the "Master Agreement") and Property Schedule No.5thereto dated October 14, 2015 (the "Schedule" and, together with the terms and conditions of the Master Agreement incorporated therein, the "Agreement"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

PAYEE	AMOUNT	INVOICE NO.	EQUIPMENT

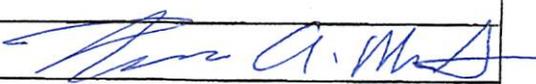
Total requisition amount \$ \_\_\_\_\_

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.
2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.
3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.
4. The Equipment is covered by insurance in the types and amounts required by the Agreement.
5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.
6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Request Date: \_\_\_\_\_

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: City of Riviera Beach</b>
By: 
Name: Thomas A. Masters
Title: Mayor

**Exhibit 4**

**Final Acceptance Certificate**

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Re: **Property Schedule No.5** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Riviera Beach

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: \_\_\_\_\_

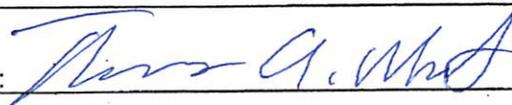
<b>Lessee: City of Riviera Beach</b>	
By:	
Name:	Thomas A. Masters
Title:	Mayor

Exhibit 6

Class Action Negative Consent Letter

October, 14 2015

City of Riviera Beach  
600 West Blue Heron Blvd  
Riviera Beach, Florida 33404

RE: USBGLF/City of Riviera Beach - - Class Action Litigation Claims

Dear Randy Sherman:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims:

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,

Kathleen Connelly  
Vice President  
303-585-4591

No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

  
Authorized Signer

\_\_\_\_\_  
Date

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**City of Riviera Beach**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see Instructions) ▶ \_\_\_\_\_  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
**600 W. Blue Heron Blvd.**

**6** City, state, and ZIP code  
**Riviera Beach, FL 33404**

**7** List account number(s) here (optional)

Requester's name and address (optional)

Print or type  
See Specific Instructions on page 2.

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

or

Employer identification number										
5	9		-	6	0	0	0	4	1	7

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶      Date ▶ 1/13/15

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



All of **us** serving you®

Government Leasing and Finance

September 30, 2015

City of Riviera Beach, FL

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). **This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.**

<b>Customer:</b>	City of Riviera Beach						
<b>Lessor:</b>	U.S. Bancorp Government Leasing and Finance, Inc.						
<b>PROPERTY:</b>	Police Cars						
<b>EXPIRATION:</b>	October 30, 2015						
<b>LEASE QUOTE:</b>	<b>Amount</b>	<b>Rate</b>	<b>Payments</b>	<b>Factor</b>	<b>Pmts / Year</b>	<b>Term</b>	<b>Adv. / Arr.</b>
	612,000.00	1.520%	210,232.78	0.3435176	1	36 Months	Arrears

Notes: Funds will be deposited into a no fee U.S. Bank N.A. escrow account at closing. If the bank is required to retain external legal counsel, the cost will be the responsibility of the Lessee. We expect to use standard documentation and no external counsel. Prepayment is permitted on any payment date at 103% of outstanding balance.

The Lease will be structured as an additional Schedule to the existing Master Tax-Exempt Lease/Purchase Agreement, with title in the Lessee's name. The lease is "triple-net" with the Lessee responsible for taxes, maintenance and insurance. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Lessee pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Lessee within a reasonable time and in form and substance acceptable to Lessee, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Lessee. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel. If you would like to proceed, please complete the Essential Use Application and return along with a link to your 3 most recent Comprehensive Annual Financial Reports.

Thank you for the opportunity to present this proposal. Other financing options are available on request.

Sincerely,

*Denise Beauchamp*  
Denise Beauchamp  
Vice President  
Direct (904) 284-3520  
denise.beauchamp@usbank.com



All of **us** serving you®

Government Leasing and Finance

## Payment Table

Assumes 10/14/15 Closing/Funding Date

<b>Totals</b>					
<b>Pay #</b>	<b>Date</b>	<b>Payment</b>	<b>Principal</b>	<b>Interest</b>	<b>Prepayment Balance</b>
		630,698.35	612,000.00	18,698.35	0.00
1	14-Oct-2016	210,232.78	200,930.38	9,302.40	423,401.70
2	14-Oct-2017	210,232.78	203,984.53	6,248.26	213,297.64
3	14-Oct-2018	210,232.78	207,085.09	3,147.69	0.00

RESOLUTION NO. 149-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SUPPORTING CHAIRPERSON DAWN S. PARDO'S 11<sup>TH</sup> ANNUAL BOOKS & TOY DRIVE AT JOHNNY LONGBOATS AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, over the past 11 years, Chairperson Dawn S. Pardo's annual toy drive has been bringing joy to Riviera Beach children on Christmas morning; and

**WHEREAS**, in keeping with the spirit of Christmas, this year Chairperson Dawn S. Pardo with volunteers from the Public Works, Riviera Beach Fire Rescue and Police Departments will collect books and toys and assist with the distribution; and

**WHEREAS**, Chairperson Dawn S. Pardo consistently ensures that only the most needy children in Riviera Beach receive books and toys; and

**WHEREAS**, this year's toy drive will take place at 6:00 pm on December 3, 2015 at Johnny Longboats.

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

**SECTION 1.** That City Council authorizes Chairperson Dawn S. Pardo to host the 11<sup>th</sup> Annual "**Every Child Should Smile on Christmas Morning Toy Drive**" Mingle & Jingle for the residents of Riviera Beach, on Thursday, December 3, 2015 at Johnny Longboats.

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

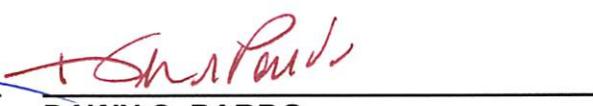
**SECTION 3.** That this Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED THIS 21<sup>ST</sup> DAY OF OCTOBER, 2015.

**\*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK\***

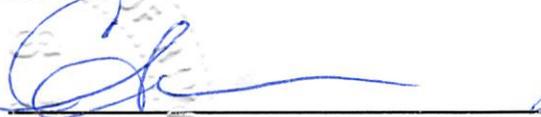
APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
DAWN S. PARDO  
CHAIR

ATTEST:

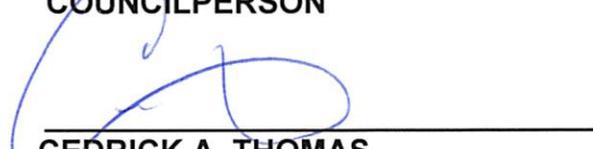


  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

  
TERENCE D. DAVIS  
CHAIR PRO-TEM

  
BRUCE A. GUYTON  
COUNCILPERSON

  
KaSHAMBA L. MILLER-ANDERSON  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: K. MILLER-ANDERSON

B. GUYTON AYE

K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 10/20/15