

RESOLUTION NO. 27-16-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE PORT OF PALM BEACH AND THE CITY OF RIVIERA BEACH TO ACCEPT REIMBURSEMENT OF FUNDS NOT TO EXCEED \$535,000.00 FOR ACTIVITIES PERFORMED UNDER THE FY2014 PORT SECURITY GRANT PROGRAM WHICH WAS MADE AVAILABLE BY THE U.S. DEPARTMENT OF HOMELAND SECURITY, THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY; USING A 25% MATCH TOTALING \$178,333.00; AND THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP A BUDGET FOR THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Department of Homeland Security, through the Federal Emergency Management Agency, awarded \$1,995,000.00 to the Port of Palm Beach from the FY2014 Port Security Grant Program; and

WHEREAS, The City of Riviera Beach Police Department will perform activities at the request of the federal government, in conjunction with, preparation for, or in anticipation of a terrorist event; and

WHEREAS, The Port of Palm Beach has allotted an amount not to exceed \$535,000.00 for reimbursement to the City of Riviera Beach for the performance of such activities; and

WHEREAS, A 25% match totaling \$178,333.00 will be provided as required by the grant; and

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

SECTION 1: The Mayor and City Clerk are authorized to execute an Interlocal Agreement with the Port of Palm Beach.

SECTION 2: The City will accept reimbursement from the Port of Palm Beach through the Port Security Grant Program, in the amount not to exceed \$535,000.00.

SECTION 3: The City is authorized to use of the Law Enforcement Trust Funds for a 25% match totaling \$178,333.00.

SECTION 4: The Director of Finance and Administrative Services is authorized to set up the budget.

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

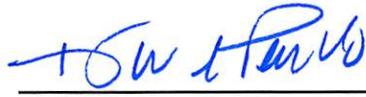
PASSED AND ADOPTED this 2ND day of MARCH, 2016.

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APPROVED:

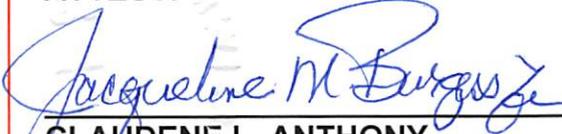


THOMAS A. MASTERS
MAYOR

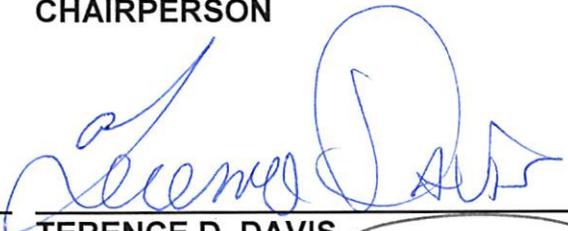


DAWN S. PARDO
CHAIRPERSON

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: C. THOMAS

SECONDED BY: T. DAVIS

B. GUYTON AYE

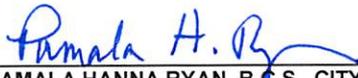
K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 3/2/16

RESOLUTION NO. 28-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 718-16 TO BEST BUILD LLC OF NORTH PALM BEACH, FLORIDA FOR THE PURCHASE AND INSTALLATION OF VINYL GYMGUARD FABRIC AT WELLS GYM AND TATE GYM IN AN AMOUNT NOT TO EXCEED \$65,000; 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 MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 310-1236-572-6-6351; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the existing ceiling insulation liners at both Wells Gym and Tate Gym have deteriorated; and

WHEREAS, installation of a new Gymguard fabric is needed to keep the insulation from falling and to protect the existing insulation; and

WHEREAS, a solicitation was issued for the purchase and installation of the Gymguard fabric with Best Build LLC being 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. That the City Council hereby accepts the bid proposal and awards a Construction Services Contract to the lowest responsive and responsible bidder, Best Build LLC in an not to exceed \$65,000 for the installation of Gymguard Fabric at Wells Gym and Tate Gym.

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

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

SECTION 4. The Director of Finance and Administrative Services is authorized to make payment for same from account number 310-1236-572-6-6351 in the amount of \$65,000.

RESOLUTION NO. 28-16

Page 2 of 3

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

PASSED and APPROVED this 2nd day of MARCH, 2016.

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APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

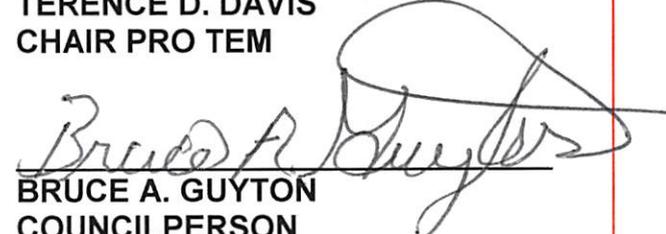
ATTEST:



CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



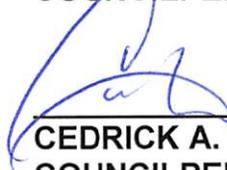
TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KaSHAMBA L. MILLER-ANDERSON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: T. DAVIS

B. GUYTON AYE

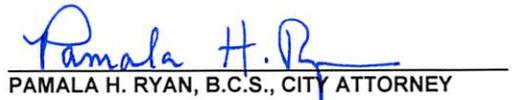
K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 3/2/16

RESOLUTION NO. 29-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH JH SPRAGUE CONSULTING, LLC TO PROVIDE CONSULTATION SERVICES ON THE MARINA PROJECT TO FACILITATE THE DEVELOPMENT AND IMPLEMENTATION OF THE MARINA RENOVATION AND TO DEVELOP AND MONITOR GRANT APPLICATION PROCESSES; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FROM THE CONTRACT SERVICES-OTHER ACCOUNT NO. 001-0203-519-0-3406 IN AN AMOUNT NOT TO EXCEED \$48,000 FOR SAID SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the last several years The City has rebuilt its Municipal Marina using grant funding; and

WHEREAS, JH Sprague Consulting LLC has provided consulting services to the City which has yielded over \$6,000,000 in grant funding for the Marina; and

WHEREAS, the City desires to have JH Sprague Consulting, LLC provide continued consulting services on the Marina Renovation project to ensure that the interests of the City are appropriately represented in renovation discussions and in the area of grant application processes as set forth in the Scope of Work detailed in Exhibit "A".

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

SECTION 1. The Mayor and City Clerk are authorized to execute the Professional Services Contract with JH Sprague Consulting, LLC to assist the City with development of the marina renovation, in discussions of the various concept plan elements and in the area of grant application processes, as specifically set forth in the Scope of Work in Exhibit "A".

RESOLUTION NO. 29-16

Page 2 of 3

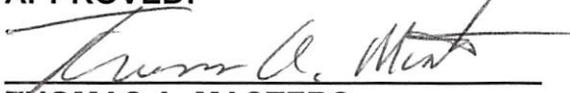
SECTION 2. The Director of Finance & Administrative Services is authorized to make payment in an amount not to exceed \$48,000 from Account No. 001-0203-519-0-3406.

SECTION 3. This Resolution shall become effective upon its passage and approval by the City Council.

PASSED and APPROVED this 2ND day of MARCH, 2016.

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APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

ATTEST:



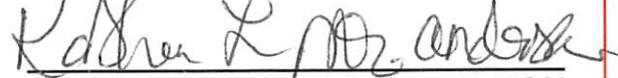
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KASHAMBA L. MILLER-ANDERSON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: C. THOMAS

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: 3/2/16

RESOLUTION NO. 30-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A DEED WITH "KT 5000, LLC" FOR THE SALE OF CITY OWNED SURPLUS REAL PROPERTY, APPROXIMATELY 0.13 ACRES IN AREA, LOCATED ADJACENT TO 5000 NORTH OCEAN DRIVE, FOR THE AMOUNT OF \$315,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 17, 2016, the City Council approved the abandonment of the right-of-way known as Harbor Point Drive, located adjacent to 5000 North Ocean Drive, per the request of KT 5000, LLC; and

WHEREAS, as a result of the aforementioned roadway abandonment, the City acquired a portion of property approximately 0.13 acres in area (sketch and legal description attached hereto as Exhibit 'A'); and

WHEREAS, this property has no development potential to any entity other than the adjoining property owner, KT 5000, LLC; and

WHEREAS, KT 5000, LLC, has expressed interest in acquiring said +/- 0.13 acres of land from the City; and

WHEREAS, the City Manager has determined that this land area is not needed for City purposes and has deemed this real property to be surplus in accordance with existing City Policies and Procedures, which allows for its sale with City Council approval; and

WHEREAS, a City initiated appraisal of this property from Anderson & Carr, Inc., resulted in a property valuation of \$210,000; and

WHEREAS, a second property appraisal provided by KT 5000, LLC, resulted in a property valuation of \$315,000; and

WHEREAS, the City Council desires to authorize the sale of the aforementioned +/- 0.13 acre land area to KT 5000, LLC, for \$315,000.

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

SECTION 1. The City Council authorizes the sale of 0.13 acres of land, located adjacent to 5000 North Ocean Drive, to KT 5000, LLC, (701 S. Olive Avenue, Suite 104, West Palm Beach, FL 33401) for \$315,000.00.

SECTION 2. A sketch and legal description of the aforementioned +/- 0.13 acres of City owned real property, prepared by Caulfield & Wheeler, Inc., is attached hereto and made a part of this resolution as Exhibit "A".

SECTION 3. The City Council hereby authorizes the Mayor and City Clerk to execute the quit claim deed attached hereto and made a part of this resolution as Exhibit "B".

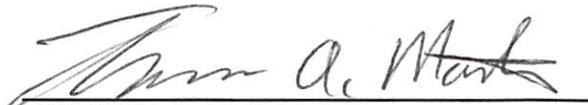
SECTION 4. Should any one or more of the provisions or element of this resolution be held invalid, such provision or element shall be null and void, and shall be deemed separate from the remaining provisions or elements and shall in no way affect the validity of any of the remaining provisions or elements of this resolution.

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

PASSED and APPROVED this 2nd day of MARCH, 2016.

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APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

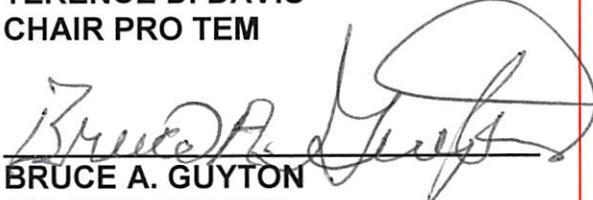
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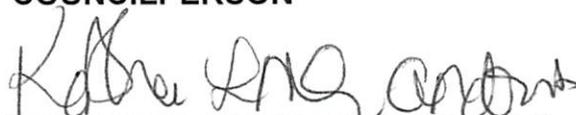
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



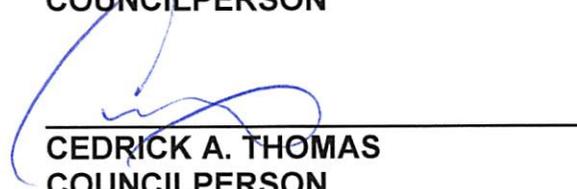
TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KaSHAMBA L. MILLER-ANDERSON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: T. DAVIS

B. GUYTON AYE

K. MILLER-ANDERSON NAY

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 3/2/16

03-BSD.05-06/93

This instrument prepared under the direction of: Laurice C. Mayes, Esq. _____	Parcel No.	101.1R
Legal Description prepared by: <u>Louis Cefolia P.S.M. (03-18-15)</u>	Item/Segment No.	4351441
Document prepared by: <u>Susanna Rowland (01-22-16)</u>	Section:	93012-2503
Department of Transportation Right of Way Production Services 3400 W. Commercial Boulevard Ft. Lauderdale, Florida 33309	Managing District:	04
	S.R. No.	708
	County:	Palm Beach

C I T Y D E E D

THIS DEED, made this 2nd day of MARCH, 2016, by THE CITY OF RIVIERA BEACH, a Florida municipal corporation, whose address is: 600 W. Blue Heron Blvd., Riviera Beach, FL 33404-4311, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Palm Beach County, Florida, viz:

Parcel No. 101

Item/Segment No. 4351441

A portion of Lots 5 thru 8, Block 7, CORRECTED PLAT OF THE 3RD ACREHOME PARK, according to the plat thereof, as recorded in Plat Book 15, Page 17 of the Public Records of Palm Beach County, Florida, lying in Section 29, Township 42 South, Range 43 East, being more particularly described as follows:

BEGIN at the Northeast Corner of said Lot 8, also being the intersection of the Southerly Existing Right of Way line of State Road 708 (Blue Heron Boulevard) and the Westerly Existing Right of Way line of Avenue "S" as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 4351441, Section No. 93012-2503; thence South 01°10'21" West along said Westerly Existing Right of Way line of Avenue "S", a distance of 91.76 feet; thence North 05°26'32" West, a distance of 68.02 feet to the beginning of a

(Continue on the next page)

non-tangent curve concave Southwesterly, having a chord bearing of North 46°50'50" West; thence along said curve, having a radius of 32.00 feet, through a central angle of 69°41'23", an arc distance of 38.92 feet to the end of said curve, and a point on said Southerly Existing Right of Way line of State Road 708 (Blue Heron Boulevard); thence South 88°23'42" East along said Southerly Existing Right of Way line of State Road 708 (Blue Heron Boulevard), a distance of 35.02 feet to the POINT OF BEGINNING.

Containing 642 square feet, more or less.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTEST: [Signature]
Print Name: CLAUDENE L. ANTHONY
Its City Clerk

THE CITY OF RIVIERA BEACH, a
Florida municipal corporation

By: [Signature]
Name: THOMAS MASTERS
Its Mayor

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2nd day of March, 2016, by THOMAS MASTERS, Mayor, who is personally known to me or who has produced drivers license as identification.

REVIEWED AS TO LEGAL SUFFICIENCY

[Signature]

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

[Signature]
Print Name: Tamika R. Thomas
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____



RESOLUTION NO. 31-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT BETWEEN THE CITY AND PALM BEACH COUNTY TO ACCEPT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF \$154,588 FROM PALM BEACH COUNTY FOR FISCAL YEAR 2015-2016 FOR THE RECONSTRUCTION OF WEST 18TH TO WEST 22ND STREET BETWEEN AVENUE S AND AVENUE R; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO APPROPRIATE A BUDGET AND APPROPRIATE FUND BALANCE FROM 301-1116-541-2-6355 IN THE PAVING AND DRAINAGE CONSTRUCTION FUND IN THE AMOUNT OF \$205,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's annual submission of an application to Palm Beach County for Community Development Block Grant Funds was granted; and

WHEREAS, Palm Beach County has approved said application and has allocated \$154,588 to be utilized for the reconstruction of West 18th to West 22nd Street between Avenue R and Avenue S; and

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

SECTION 1. The City Council hereby approves the acceptance of Community Development Block Grant Funds from Palm Beach County for fiscal year 2015-16 in the amount of \$154,588.

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 fund balance from account 301-1116-541-2-6355 to set up a budget in the Paving and Drainage Construction Fund in the amount of \$205,000 and setup a budget in the CDBG fund in the amount of \$154,588 for the construction of West 18th to West 22nd Street between Avenue S and Avenue R.

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

PASSED and APPROVED this 2ND day of MARCH, 2016.

APPROVED:

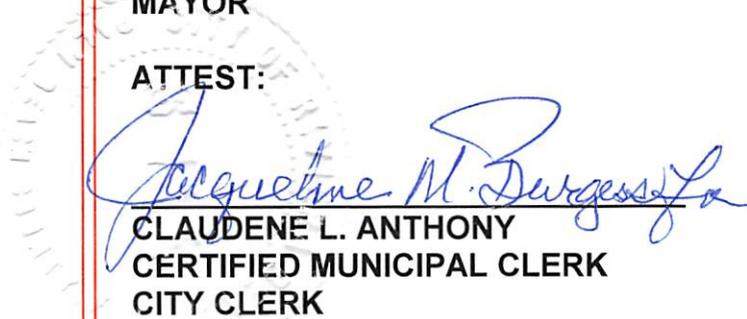


THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

ATTEST:

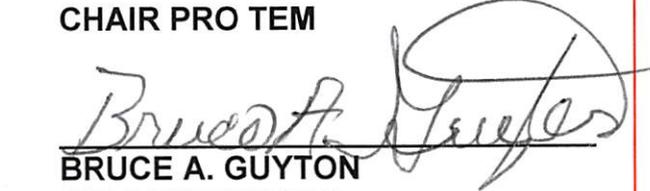




CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KaSHAMBA L. MILLER-ANDERSON
COUNCILPERSON



CEDRICK A. THOMAS
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MOTIONED BY: C. THOMAS

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: 3/2/16

RESOLUTION NO. 32-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE 1ST AMENDMENT TO AN INTERLOCAL AGREEMENT R-2006-0512 BETWEEN PALM BEACH COUNTY, THE CITY OF PALM BEACH GARDENS, THE TOWN OF JUPITER, THE TOWN OF MANGONIA PARK, THE TOWN OF LAKE PARK, AND THE CITY OF RIVIERA BEACH CREATING A BIOSCIENCE LAND PROTECTION ADVISORY BOARD, EXTENDING THE TERM OF THE BOARD FROM MARCH 14, 2016 TO MARCH 14, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, in 2006, the Palm Beach County Board of County Commissioners elected to enter into negotiations with The Scripps Research Institute ("TSRI") for the relocation of its operations to the FAU Jupiter Campus and adjacent properties in reliance on the below Cities' commitment to support an economic development cluster in support of TSRI; and

WHEREAS, in 2006, the Cities recognized that the creation of an economic development cluster to support TSRI would ensure a diversified economy and provide high-wage employment within Palm Beach County, The Treasure Coast Region, and the State; and

WHEREAS, in 2006, to fulfill this commitment, the Cities and County agreed to form an Advisory Board whose purpose was to protect those lands which each of the Cities has identified as being subject to a bioscience research area protection overlay; and

WHEREAS, on March 6, 2006, the City Council approved the Interlocal Agreement between Palm Beach County and the City of Palm Beach Gardens, the Town of Jupiter, the Town of Mangonia Park, the Town of Lake Park, and the City of Riviera Beach, thereby creating a Bioscience Land Protection Advisory Board by Resolution No. 30-06; and

WHEREAS, the Cities and County entered into Interlocal Agreement R-2006-0512 establishing the Bioscience Land Protection Advisory Board; and

WHEREAS, the Interlocal Agreement provides in Section 5. A that it shall continue through March 14, 2016, but may be extended by mutual agreement of the parties; and

WHEREAS, the Cities and the County have determined it is in the interest of the Cities and the County to extend the term of the Interlocal Agreement for an additional 10 years extending the Interlocal Agreement to March 14, 2026.

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 finds that the foregoing recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. The City Council hereby authorizes the Mayor and City Clerk to execute the 1st amendment to the Interlocal Agreement R-2006-1512, which extends the agreement to March 14, 2026, said amendment is attached hereto.

SECTION 3. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 2nd day of MARCH, 2016.

APPROVED:

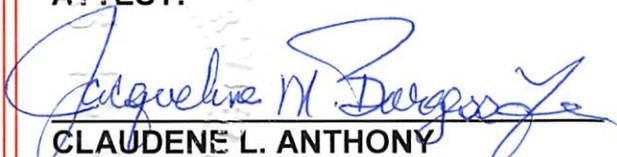


THOMAS A. MASTERS
MAYOR

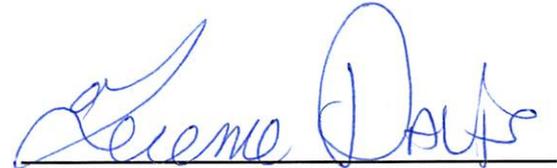


DAWN S. PARDO
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



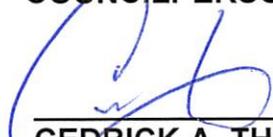
TERENCE D. DAVIS
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D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 3/2/16

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT R-2006-0512
BETWEEN PALM BEACH COUNTY AND THE CITY OF PALM
BEACH GARDENS, THE TOWN OF JUPITER, THE TOWN OF
MANGONIA PARK, THE TOWN OF LAKE PARK, AND THE CITY OF
RIVIERA BEACH CREATING THE BIOSCIENCE LAND PROTECTION
ADVISORY BOARD, EXTENDING THE TERM OF THE BOARD
THROUGH MARCH 14, 2026.**

This First Amendment to Interlocal Agreement is made the 2nd day of MARCH, 2016, between Palm Beach County, a political subdivision of the State of Florida ("County"), and the City of Palm Beach Gardens, the City of Riviera Beach, the Town of Mangonia Park, the Town of Lake Park, and the Town of Jupiter, Florida municipal corporations ("Cities"), collectively referred to as "the Parties", each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Cities and County entered into Interlocal Agreement R-2006-0512 establishing the Bioscience Land Protection Advisory Board; and

WHEREAS, the Interlocal Agreement provides in Section 5. A that it shall continue through March 14, 2016, but may be extended by mutual agreement of the parties; and

WHEREAS, cities and the County have determined it is in the interest of the Cities and the County to extend the term of the Interlocal Agreement for an additional 10 years.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

PART 1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

PART 2. SECTION 5 of INTERLOCAL AGREEMENT R-2006-1512 is amended as follows:

SECTION 5. General Terms and Conditions

A. This Agreement shall continue through ~~March 14, 2016~~ March 14, 2026, but may be extended by written agreement of the parties.

PART 3.

A. A copy of this Amendment to Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

B. This document can be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year first above written.

ATTEST:

Sharon R. Bock, Clerk &
Comptroller

By: _____
Deputy Clerk

(SEAL)

**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
Assistant County Administrator

ATTEST:

By: _____
City Clerk

**CITY OF PALM BEACH GARDENS,
FLORIDA**

By: _____
Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
City Attorney

ATTEST:

TOWN OF JUPITER, FLORIDA

By: _____
Town Clerk

By: _____
Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Town Attorney

ATTEST:

TOWN OF LAKE PARK, FLORIDA

By: _____
Town Clerk

By: _____
Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Town Attorney

ATTEST:

TOWN OF MANGONIA PARK, FLORIDA

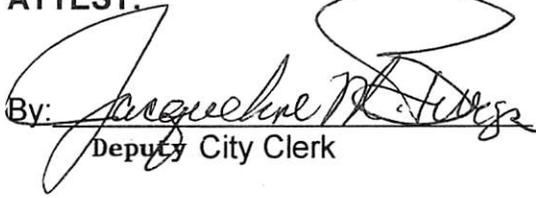
By: _____
Town Clerk

By: _____
Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Town Attorney

ATTEST:

By: 
Deputy City Clerk

CITY OF RIVIERA BEACH, FLORIDA

By: 
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
City Attorney

RESOLUTION NO. 33-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL GRANT AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, ACCEPTING A GRANT IN THE AMOUNT OF \$99,070.00, FOR THE CUNNINGHAM PARK REVITALIZATION AND BEAUTIFICATION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Governing Board of the Solid Waste Authority of Palm Beach County (hereinafter SWA) has appropriated funds for Distressed Property Clean-up and Beautification Grants; and

WHEREAS, the City of Riviera Beach submitted an application for funds available through this Grant for the revitalization of Cunningham Park, a City owned and operated park, in order to improve the quality of life of residents and the surrounding community; and

WHEREAS, the SWA has approved the City's Grant application in the amount of \$99,070 for the rehabilitation and beautification of Cunningham Park; and

WHEREAS, the SWA Board approved the attached Interlocal Grant Agreement on Wednesday, February 10, 2016; and

WHEREAS, the City Council of the City of Riviera Beach has determined it is in the best interest of the City to execute the attached Interlocal Grant 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 hereby finds that the foregoing recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. The City Council hereby authorizes the Mayor and City Clerk to execute the Interlocal Grant Agreement with the Solid Waste Authority of Palm Beach County, for the amount of \$99,070.00.

SECTION 3. The aforementioned Interlocal Grant Agreement is attached hereto and made a part of this Resolution as Exhibit "A".

SECTION 4. The Director of Finance and Administrative Services is hereby authorized to receive and disburse funds in accordance with the Interlocal Grant Agreement.

SECTION 5. Should any one or more of the provisions or element of this Resolution be held invalid, such provision or element shall be null and void, and shall be deemed separate from the remaining provisions or elements and shall in no way affect the validity of any of the remaining provisions or elements of this resolution.

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

PASSED and APPROVED this 2ND day of MARCH, 2016.

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APPROVED:


THOMAS A. MASTERS
MAYOR

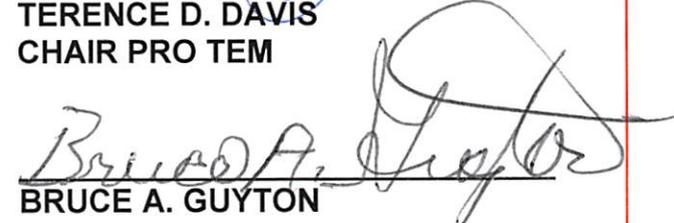

DAWN S. PARDO
CHAIRPERSON

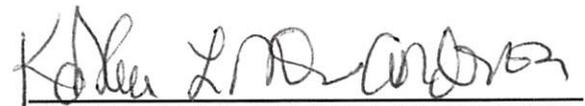
ATTEST:

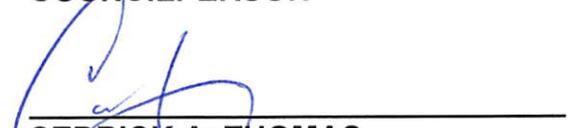



CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK


TERENCE D. DAVIS
CHAIR PRO TEM


BRUCE A. GUYTON
COUNCILPERSON


KaSHAMBA L. MILLER-ANDERSON
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: T. DAVIS

B. GUYTON AYE

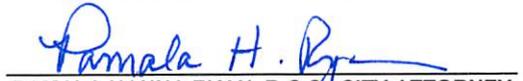
K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 3/2/16

**INTERLOCAL GRANT AGREEMENT
BY AND BETWEEN**

**CITY OF RIVIERA BEACH
AND
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**

(Blighted and Distressed Property Clean-Up and Beautification Grant)

THIS INTERLOCAL GRANT AGREEMENT is made and entered into this 10th day of February, 2016, by and between the Solid Waste Authority of Palm Beach County, a dependant special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter (the "Authority") and City of Riviera Beach, a Florida municipal corporation, hereinafter (the "Applicant"), by and through its duly authorized City Council.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Authority's Governing Board has appropriated in the Authority's adopted 2015/2016 fiscal year budget funds for Blighted and Distressed Property Clean-up and Beautification Grants; and

WHEREAS, this Interlocal Grant Agreement is intended to assist in the cleanup and beautification of distressed, blighted, or otherwise impacted public properties within both the unincorporated and incorporated areas of Palm Beach County; and

WHEREAS, this Grant is provided as an incentive to improve the quality of life and provide a safer, healthier and more aesthetically pleasing environment for the residents of Palm Beach County; and

WHEREAS, the Applicant owns and controls a parcel(s) of land located within the municipal boundaries of the Applicant, and referred to hereinafter as (the "Property"); and

WHEREAS, the Property is in a state of disrepair, is visible to the surrounding community, and attracts nuisances, including illegal dumping, littering and criminal activity to the detriment of the surrounding community; and

WHEREAS, the Applicant wishes to revitalize a neighborhood park in order to improve the quality of life of the surrounding community (the "Project"); and

WHEREAS, the Authority is the agency responsible for providing solid waste disposal and recycling programs for Palm Beach County and desires to assist the Applicant by defraying the cost of the park revitalization activities associated with the Project through the provision of this Grant.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the Authority and Applicant agree as follows:

1. Incorporation of Facts

The facts and background set forth above in the Preamble to this Agreement are true and correct and incorporated into and made a part of this Grant.

2. Purpose

The purpose of this Grant is to set forth the respective duties, rights and obligations of the parties relating to the Authority's provision of this Grant and the Applicant's performance of the Project.

3. Contract Representatives and Monitors

The Authority's Contract Representative and Monitor during the execution of the Project shall be John Archambo, Director of Customer Relations, or his designee, whose telephone number is (561) 697-2700. The Applicant's Contract Representative and Monitor shall be Jeff Gagnon, whose telephone number is (561) 845-4060.

4. The Project

A. Cunningham Park Revitalization Project. The park entrance will serve as the main focal point from Avenue S. A curved entry wall is provided and will include park signage and be topped with decorative fencing and flag poles. Other additions throughout the park include: pavilions, playground area, concrete trail, basketball courts, paved activity space, restrooms, drinking fountains, benches, trash receptacles, bike rack, greenspace, shade trees and irrigation.

B. The Applicant will provide for regular maintenance through the City's Parks and Recreation Department.

5. Effective Date and Term

This Grant shall take effect upon execution by the parties and shall remain in full force and effect until February 9, 2017.

6. Conduct of the Project

A. The Applicant shall be solely responsible for all aspects of the Project, including but not limited to securing funding, securing all permits and approvals, procuring all labor and materials, and maintaining the property consistent with the intent of this

Grant for its full term.

- B. The Authority shall only, without exception, be responsible for providing the Grant funding in the amounts and upon the Project milestones identified herein.
- C. Applicant agrees that it shall endeavor to complete the Project within 12 months from the date of execution of this Grant. The Applicant may request an extension(s) beyond this period for the purpose of completing the Project. The Authority agrees that it may not unreasonably refuse Applicant's request for an extension(s) as long as the Applicant is diligently pursuing the completion of the Project.
- D. Prior to commencement of the Project, Applicant shall submit a final project schedule to include starting and completion dates. The Authority shall review all documents within five (5) business days of receipt. If the Authority does not respond within the five (5) day period, then the Applicant may proceed as if the Authority had no comments or objections.
- E. The Applicant will submit monthly Project status reports to Authority's Contract Representative and Monitor by the fifteenth (15th) of the subsequent month. The reports will include, but will not be limited to, a summary of the work accomplished, problems encountered, percentage of completion and other information as deemed appropriate by Authority's Contract Representative and Monitor.

7. Funding

The Authority shall disburse Grant funds in the amount of \$99,070 as follows:

- A. Upon approval of final project schedule, the Authority shall disburse a check equal to 50% of the total grant award.
- B. Upon contractor mobilization, the Authority shall disburse a check equal to 25% of the total grant award within 10 days of written request by the Applicant.
- C. Upon completion of the project, remaining grant funds shall be disbursed within 10 days of written request by Applicant.

Applicant is solely responsible for providing all other funds necessary to complete the Project. The Authority shall not have an obligation to provide additional funding.

8. Ownership and Maintenance of the Project

Applicant hereby represents and warrants that it is the fee simple owner of the Property and that the Property is unencumbered and free and clear of other interests, of any type or character. In the event any liens or encumbrances are filed or recorded against the Property, the Applicant shall immediately take all necessary steps, at its sole cost and expense, to clear and remove all such liens, interests or encumbrances. The Applicant represents and warrants that it has full legal authority to enter into this Grant. The Applicant further warrants that it has the financial ability to maintain the Property as specifically intended and required under this Grant.

- A. The Applicant shall be solely responsible for all necessary costs, expenses, fees, charges, and all other liabilities of any type related to the execution and maintenance of the Project consistent with the intent of this Grant.
- B. The Applicant shall maintain the Property for the entire duration of this Grant Agreement in order to prevent the Property from reverting back to its previous state. In its application, Applicant provided a plan for maintaining the property consistent with the intent of this Grant and the Applicant will faithfully execute that plan.
- C. The rights and duties arising under this Grant shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However, this Grant shall not be assigned without the prior written consent of the Authority, and any such assignment without the prior written consent of the Authority shall constitute grounds for termination of this Grant for cause.

9. Access and Audit

Each party will maintain all books, records, accounts, and reports associated with this Grant for a period of not less than five (5) years after the later of the date of termination or expiration of this Agreement. All said records will be available to the other upon request. In the event claims are asserted or litigation is commenced related to or arising out of the performance of this Agreement, each party agrees that it will maintain all records relating to the Project and the Property until the other party has disposed of all such litigation, appeals, claims, or exceptions related thereto.

10. License and Permit

The Applicant hereby grants to the Authority an irrevocable license and permit to access the Property, surrounding roadways, walkways, and any other means of ingress and egress to the Property for the purpose of ensuring compliance with this Grant for the duration of this Grant. The Parties each acknowledge that good and valuable consideration has been received to maintain such irrevocable license for the duration of this Grant.

11. Insurance

- A. Without waiving the right to sovereign immunity as provided by Section 768.28, F.S., each party acknowledges that it is either insured or self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence, or such other sovereign immunity waiver limits that may change as set forth by the State Legislature at the time of such occurrence.
- B. The Applicant agrees to maintain or to be self-insured for Workers' Compensation & Employers' Liability insurance in accordance with Chapter 440, Florida Statutes.
- C. When requested, each party shall provide to the other, an affidavit or Certificate of

Insurance evidencing insurance, self-insurance and/or sovereign immunity status.

- D. Compliance with the foregoing requirements shall not relieve either party of its liability and other obligations under this grant.
- E. The Applicant agrees to include no less than the above-stated insurance requirements as to type of coverage and dollar amount so as to meet the minimum requirements set forth above in all contracts related to the construction, use, or maintenance of the Project and the Property, and shall establish and maintain such coverage as a requirement for the issuance of any permit, license, or right to use or occupy the Project and Property unless this requirement is expressly waived in writing by the County's Contract Representative and Monitor with the approval of County's Department of Risk Management.

12. Public Entity Crimes

Each party shall comply with Section 287.133(2)(a), F.S., as amended, which provides in pertinent part as follows:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

13. No Third Party Beneficiaries

Except as specifically set forth and as limited herein, this Grant confers no rights on anyone other than the Authority or the Applicant and is not otherwise intended to be a third party beneficiary contract in any respect. Nothing contained in this Agreement shall constitute the Authority's acceptance of any obligation or liability not otherwise imposed under this Grant or by law upon the Authority.

14. Termination

- A. In the event the Applicant fails to comply with any provision of this Grant, the Authority may exercise any and all rights available to it, including termination of this Grant. The Authority will notify the Applicant of its noncompliance and provide the Applicant thirty (30) days or such additional period granted by the Authority to cure the noncompliant event(s) or act(s). In the event the Applicant has not cured the noncompliant act(s) or event(s), or if the Applicant cannot cure the noncompliant act(s) or event(s), the Authority may terminate this Grant. If the

Authority terminates this Grant for the Applicant's failure to cure under this provision, the Authority may require the Applicant to pay to the Authority the Grant funds that were expended by the Authority for the Project, or such other lesser sum equivalent to the value of the remaining useful life of the Project, as determined by the Authority in its sole discretion.

- B. The Authority may also terminate this Agreement for convenience, in whole or in part, at any time, by written notice of such termination to the Applicant should the Authority, in its sole discretion, determine that it is necessary to do so for any reason. The Authority shall notify the Applicant of its intent to terminate for convenience at least ninety (90) days in advance of the termination date by delivering notice of such to the Applicant specifying the extent of termination and the effective date. In the event the Authority terminates this Grant for its convenience, the Applicant will be relieved of any obligation it might otherwise have to pay to the Authority the sum of money set forth in paragraph 17.A above. The Applicant affirms that the benefits promised to it under this Grant are adequate consideration to support not only its duties and obligations under this Grant, but also support the Authority's right to terminate this Grant for convenience and its limitation of remedies against the Authority to those specifically set forth herein, regardless of the harm, if any, caused by the Authority's termination of this Grant for convenience.
- C. Upon termination of this Grant as set forth herein, both the Authority and Applicant agree and acknowledge that their respective legal or equitable remedies against the other for termination of this grant are expressly limited to those contained in this Grant. Notwithstanding the foregoing, the parties agree to comply with all applicable statutory dispute resolution procedures as provided under Florida law.

15. Office of the Inspector General

Palm Beach County has established the Office of the Inspector General pursuant to, Ordinance No. 2009-049, as amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Authority has entered into an agreement with Palm Beach County for Inspector General services. This agreement provides for the Inspector General to provide services to the Authority in accordance with the authority, functions, and powers set out in the Inspector General Ordinance as amended. All parties doing business with the Authority and receiving Authority funds shall fully cooperate with the Inspector General including, but not limited to, providing access to records relating to this Grant. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Applicant, its officers, agents, employees, and lobbyists in order to ensure compliance with the Agreement and detect corruption and fraud. Failure to cooperate with the Inspector General or interference with or impeding any investigation shall be a violation of the Inspector General Ordinance, as amended, and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

16. Hold Harmless and Indemnification

Neither party shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party. Nothing contained in this Grant shall act or constitute a waiver of either party's sovereign immunity in excess of that waived by the Legislature in Section 786.28, F.S.

17. No Agency Relationship

Nothing contained herein is intended to nor shall it create an agency relationship between the Authority and the Applicant.

18. Remedies and Limitations of Liability

A. This Grant shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a Court of proper jurisdiction located in Palm Beach County, Florida.

B. The Authority and Applicant both acknowledge that their respective remedies against the other for termination of this Grant as set forth herein are limited solely to those in this Grant.

C. The Authority's remedies against the Applicant shall be limited to the recovery of any sums of money provided to it under this Grant or such lesser sum of money that remains due, the balance, to complete the Project for which this Grant was intended. The Authority shall have no further or additional liability to the Applicant or any other person or entity arising from, or related in any way to this Grant, and in no event shall the Applicant's liability to the Authority, for any reason, exceed the total amount of this Grant.

D. The Applicant's remedies against the Authority shall be limited to the sum of money the Applicant has expended or is expressly liable for pursuant to a written contract entered into for the sole purpose of completing the Project itself, and not related, ancillary or adjunct matters. However, in no event shall the Authority's liability to the Applicant for any reason, exceed the total amount of this Grant.

19. Enforcement Costs

To the extent that enforcement of the Grant becomes necessary by either the Authority or the Applicant, each party shall bear their own attorney's fees, taxable costs, or any other costs related to such enforcement, including any form of alternative dispute resolution.

20. Notice

All written notices required under this Agreement shall be in writing and hand delivered or sent by certified mail, return receipt requested, and if sent to the Authority shall be mailed to:

John Archambo, Director
Customer Relations
7501 N. Jog Road
West Palm Beach, FL 33412

with copies to:

County Attorney's Office
301 North Olive Avenue
Suite 601
West Palm Beach, FL 33401

and, if sent to the Applicant shall be mailed to:

Mary McKinney, Director
Riviera Beach Community Development
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

Each party may change its address upon notice to the other.

21. No Waiver

No waiver of any provisions of this Grant, or any amendment hereto, shall be effective unless it is in writing, signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future or continuing waiver.

22. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

23. Joint Preparation

The preparation of this Grant has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

24. Severability

Should any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement.

25. Entirety of Contract and Modifications

The Authority and Applicant agree that this Grant sets forth the entire agreement and understanding between the parties of their respective rights or obligations hereunder, including the intent of this Grant. There are no promises or understandings other than

those stated herein. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

26. Survivability

No provision of this Grant shall survive its expiration or earlier termination.

27. Filing

A copy of this Agreement shall be filed with the Clerk and Comptroller of the Circuit Court in and for Palm Beach County.

IN WITNESS WHEREOF, the Solid Waste Authority of Palm Beach County and City of Riviera Beach have hereunto set their hands the day and year above written.

Witness:

1. _____

2. _____

Approved as to Legal Form and Sufficiency

By: _____

Philip Mugavero
General Counsel to the Authority

**SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY**

By: _____

Mark Hammond
Executive Director

Witness:

1. _____

2. _____

Approved as to Legal Form and Sufficiency

By: Pamela H. Ryan

Pamala H. Ryan, B.C.S.
City Attorney

CITY OF RIVIERA BEACH, FLORIDA

By: Thomas A. Masters

Thomas A. Masters
Mayor

By: Claudene L. Anthony

Claudene L. Anthony, C.M.C.
City Clerk

Approved by the Solid Waste Authority Board on February 10, 2016, Item 9.D.1

Approved by the City of Riviera Beach on _____, Item _____

RESOLUTION NO. 34-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 561-15 TO HORSEPOWER ELECTRIC, INC. OF HIALEAH, FLORIDA FOR THE PURCHASE AND INSTALLATION OF DECORATIVE STREET LIGHTS ON WEST 9TH AND WEST 10TH STREETS FROM AVENUE U EAST TO THE CANAL IN AN AMOUNT NOT TO EXCEED \$259,950; 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 MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 311-1127-541-0-6351; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 3, 2014 the City Council approved issuance of municipal construction bonds under Resolution #89-14 in the amount of \$22,000,000 for roadway reconstruction, other various projects throughout the City and marina development; and

WHEREAS, of the \$22,000,000 approximately \$12,000,000 was allocated specifically to roadway reconstruction and other various projects; and

WHEREAS, West 9th and West 10th Streets from Avenue U east to the canal were identified as projects for the installation of street lights, and

WHEREAS, a solicitation was issued with Horsepower Electric, Inc. being 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. That the City Council hereby accepts the bid proposal and awards a Construction Services Contract to the lowest responsive and responsible bidder in an not to exceed \$259,950 annually for regular and preventative maintenance, and emergency repairs.

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

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

SECTION 4. The Director of Finance and Administrative Services is authorized to make payment for same from account number 311-1127-541-0-6351 in the amount of \$259,950.

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

PASSED and APPROVED this 2ND day of MARCH, 2016.

APPROVED:



THOMAS A. MASTERS
MAYOR



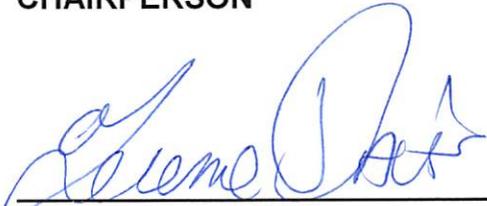
DAWN S. PARDO
CHAIRPERSON

ATTEST:

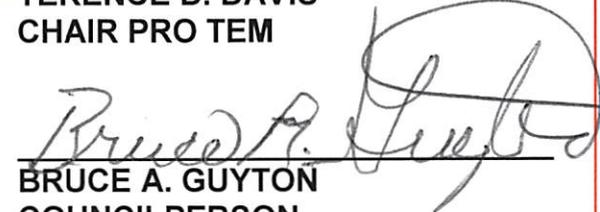




CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



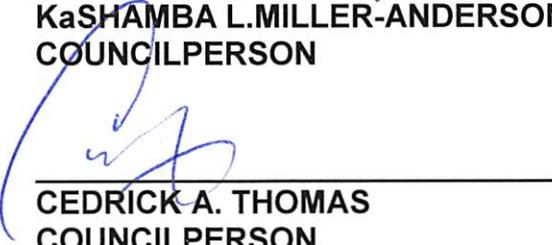
TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KASHAMBA L. MILLER-ANDERSON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: T. DAVIS

B. GUYTON AYE

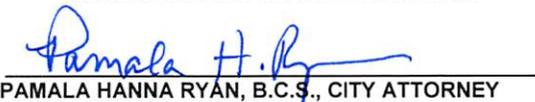
K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 3/2/16

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 2nd day of MARCH, 2016 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 Horsepower Electric Inc. [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 59-2502221.

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 for the installation of decorative street lights on 9th and 10th streets in Riviera Beach pursuant to Bid # 561-15, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

The CITY's representative/liaison during the performance of this Contract shall be Brynt Johnson Director of Public Works, telephone no. 561-845-4080, email address bjohnson@rivierabch.com.

ARTICLE 2 - SCHEDULE

- A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within one hundred twenty (120) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.

- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to (\$250.00) two hundred fifty dollars for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein. It is agreed that these liquidated damages are a good faith and reasonable pre-estimate of CITY's actual damages due to delay by CONTRACTOR because it is difficult, if not impossible, to accurately estimate the actual damages suffered by CITY due to any such delay.

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

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, without specific, prior written approval of the CITY.
- B. Progress Invoices - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice of work which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract. The CONTRACTOR shall also submit with each invoice an updated revised work schedule. The CONTRACTOR shall include in the Progress Invoice a Warranty of Title indicating that as of the date of Progress Invoice that all work, materials, and equipment covered by the Progress Invoice passes to the City at the time of payment of the Progress Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by the Progress Invoice and also provide Partial Releases of Lien and/or Partial Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Progress Invoice. CITY has no obligation to pay any Progress Invoice until both a Warranty of Title and Partial Releases of Lien and/or Partial Releases of Payment Bond are provided to CITY.
- C. Progress Payments – Progress Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative within ten days of receipt of the invoice, indicating that services have been rendered in conformity with the Contract unless the CITY requires clarification or a correction of the invoice. The invoices will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR's estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract, if any, shall include copies of said receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract, if any, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this Final Invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses

thereafter. Further, the CONTRACTOR shall include in the Final Invoice a Warranty of Title indicating that that all work, materials, and equipment covered by this Contract passes to the City at the time of payment of the Final Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by Contract and also provide Final Releases of Lien and/or Final Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Contract. CITY has no obligation to pay the Final Invoice until both a Warranty of Title and Final Releases of Lien and/or Final Release of Payment Bond are provided to CITY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance, in writing and at the CITY's sole discretion, of the new subcontractor by the CITY. The CITY shall not unreasonably deny the request. However, the CONTRACTOR must demonstrate that the subcontractor being replaced is unable to perform the work, is performing the work poorly or untimely, or is unable to meet the requirements of the contract with the CITY. The CITY will not address issues related to the CONTRACTOR's specific agreement with the subcontractor including issues of pricing.

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

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

ARTICLE 8 – SBE PARTICIPATION

Consistent with the City's procurement code, Small Business Enterprises (SBE) shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the CITY has established a goal of 15% participation of SBE. Contractor is obligated to demonstrate and document a good faith effort toward the attainment of the 15% SBE participation as a condition of this contract. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the CITY to inspect such records and provide such records to the CITY upon request.

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - AVAILABILITY OF FUNDS

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

ARTICLE 11 - INSURANCE

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

B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.

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 \$1,000,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.

F. All insurance, other than Professional Liability and 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:

Public Works Department Attn: Brynt Johnson Director of Public Works
2391 Ave L
Riviera Beach, FL. 33404

and if sent to the CONTRACTOR shall be mailed to:

Horsepower Electric Inc.
8105 W 20th Ave
Hialeah, FL. 33014

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 construction of 9th and 10th street decorative lighting shall be guaranteed by the Manufacturer, if any, for a period of 3 years 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 9th and 10th street decorative lighting for a period of 5 years. 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 construct 9th and 10th street decorative lighting.

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, Horsepower Electric Inc. hereby represents to the CITY that he/she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 41 - EXHIBITS

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

ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of Scope of Work. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and Bid documents. To the extent that there exists a conflict between this Contract and Bid documents, 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.

ARTICLE 51 – INSPECTOR GENERAL AND ETHICS

In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR understands that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance. The CONTRACTOR further understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors to fully cooperate with the Inspector general when requested may be deemed by the CITY to be a material breach of this Contract justifying its termination.

This Contract is subject to any and all applicable conflict of interest provisions found in the CITY procurement ordinance (4010), the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. During the term of this Contract and any renewals or extensions thereof, the Independent Contractor shall continue to disclose to the CITY any possible conflicts of interests. The CONTRACTOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the CITY.

SIGNATURES ON FOLLOWING PAGE

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

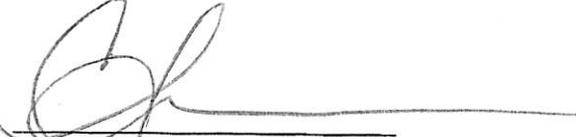
CITY OF RIVIERA BEACH

CORPORATE SEAL

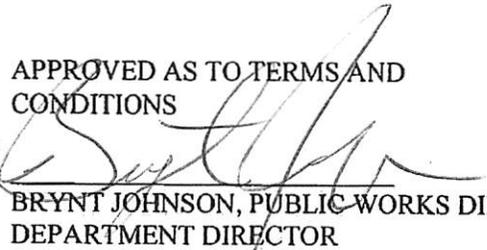
BY: 
THOMAS A. MASTERS,
MAYOR

BY: 
MICHAEL MARTINEZ
PRESIDENT

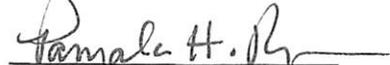
ATTEST:

BY: 
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
BRYNT JOHNSON, PUBLIC WORKS DIRECTOR
DEPARTMENT DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

Date: 3/2/16

PURCHASING: 

EXHIBIT "A"

SCOPE OF WORK

SEE ATTACHMENT A

ATTACHEMENT A

SCOPE OF WORK

PART 1 GENERAL

1.01 LOCATION OF WORK

- A. Work is located on 9th and 10th streets east of Avenue U in the City of Riviera Beach, FL.

1.02 WORK TO BE PERFORMED

- A. The Work to be performed under this Contract shall consist of providing equipment, materials, supplies, and manufactured articles; and for furnishing transportation and services, including fuel, power, water, and essential communications; and for the performance of labor, work, or other operations in strict accordance with the Contract Documents.
- B. Wherever the Contract Documents address a third party, i.e., subcontractor, manufacturer, vendor, etc., it is to be considered as the Contractor through the third party.
- C. Wherever a reference to number of days is noted, it shall mean calendar days.

1.03 GENERAL DESCRIPTION OF CONTRACT

- A. Demolition of existing sidewalk as needed.
- B. Provide and install decorative lights.
- C. Concrete .
- D. Electrical service.
- E. Other work as shown on the Construction Plans.

1.04 SEQUENCE OF CONSTRUCTION

- A. Following receipt of Notice-to-Proceed with the Work, the Contractor shall notify the Engineer and the Owner at least five days before he is ready to start actual construction to allow the Owner time to make arrangements for inspection of the Work.
- B. Work under the Contract shall be scheduled and performed in such a manner as to result in the least possible disruption to the operation of the systems.
- C. Submit a sequence of construction schedule for the entire project.

1.05 ABANDONMENT AND REMOVAL OF EXISTING FACILITIES

- A. Remove facilities as shown on drawings
- B. Salvage equipment if shown on Drawings.

1.06 REHABILITATION

08/15

01010-1

- A. Right of Ways/City Lands will be affected by work necessary to complete this Contract. The Contractor shall be responsible to restore those areas affected by its construction activities.
- B. Disposal of Debris: All debris, materials, piping, and miscellaneous waste products from the Work described in the section shall be removed from the project as soon as possible. They shall be disposed of in accordance with applicable federal, state, and local regulations. The Contractor is responsible for determining these regulations and shall bear all costs or retain any profit associated with disposal of these items.

1.07 CONTRACTOR USE OF PROJECT SITE

- A. The Contractor's use of the project site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities, and field offices, as noted on the Contract Drawings.

1.08 OWNER USE OF THE PROJECT SITE

- A. The Owner may utilize all or part of the existing facilities during the entire period of construction for the conduct of the Owner's normal operations. The Contractor shall cooperate with the Owner to minimize interference with the Contractor's operations and to facilitate the Owner's operations.

1.09 COORDINATION WITH OTHER CONTRACTS

- A. Coordinate work with that of other Contractors on site.

1.10 PARTIAL UTILIZATION OF THE WORK BY THE OWNER

- A. The Contractor is hereby advised that the Owner may accept the responsibility for the maintenance and protection of a specific portion of the Project if utilized prior to Completion. However, the Contractor shall retain full responsibility for satisfactory completion of the project.

1.12 PERMITS

- A. It shall be the Contractor's responsibility to secure all permits required to complete the work under this contract, except permits obtained by the Owner.
- B. No separate or direct payment will be made to the Contractor for permits and inspection requirements, but all such costs shall be included in the bid proposal. The Owner will furnish signed and sealed sets of Contract Documents for permit use as required.

1.13 FIELD ENGINEERING

- A. The Contractor shall employ a Land Surveyor registered in the State of Florida and acceptable to the Engineer (if applicable). The Contractor shall locate and protect survey control and reference points.
- B. Provide Field Engineering Services: Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

EXHIBIT "B"

**SCHEDULE OF PAYMENTS
SEE ATTACHMENT B**

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.

9TH AND 10TH DECORATIVE LIGHTS

City Project # 561-15

Item No.	Description	Quantity		Unit Price	Total
		Total	Unit	\$	\$
Lighting, Electrical, and Site Restoration					
General Items					
1	Permit Fees (Reimbursement)	1	EA	\$6,500.00	\$6,500.00
2	Mobilization	1	LS	\$16,000.00	\$16,000.00
3	Maintenance of Traffic	1	LS	\$15,000.00	\$15,000.00
4	Clearing and Grubbing	1	LS	\$1,500.00	\$1,500.00
5	Decorative Concrete Light Poles, fixture and accessories purchase and installation	1	LS	\$211,900.00	\$211,900.00
6	Site Restoration (Replace all damaged sidewalk, asphalt, irrigation, and sodd)	1	LS	\$7,500.00	\$7,500.00
7	FPL Power Service	1	LS	\$600.00	\$600.00
8	Survey layout and asbuilts	1	LS	\$950.00	\$950.00
TOTAL BID:					\$259,950.00

RESOLUTION NO. 35-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN ADDENDUM TO THE MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT WITH U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC. TO FINANCE THE PURCHASE OF ONE (1) FIRE ENGINE; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ADDENDUM; FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT WITH SUTPHEN CORP. FOR THE PURCHASE OF THE FIRE ENGINE; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE THREE (3) ANNUAL PAYMENTS IN THE AMOUNT OF \$162,322.48 TO U.S. BANCORP; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Riviera Beach Fire Rescue has one (1) vehicle identified in the Vehicle Replacement Plan, that is in need of replacement due to age and/or condition; and

WHEREAS, staff has negotiated a tax-exempt municipal Lease/Purchase Proposal with U.S. Bancorp Government Leasing and Finance, Inc. (Bancorp); and

WHEREAS, the parties will amend the current leasing agreement with Bancorp (currently includes the purchase of police vehicles) to allow for the lease purchase of one fire engine; and

WHEREAS, the current proposal to purchase the fire engines is based upon Fire Rescue Vehicles on the Florida Sheriffs Association Annual Vehicle Bid; and

WHEREAS, staff recommends purchasing the vehicles from Sutphen Corporation.

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

Section 1. The City Council approves the Addendum to the Master Tax-Exempt Lease/Purchase Agreement with Bancorp.

Section 2. The Mayor and City Clerk are authorized to execute the Addendum.

Section 3. The Mayor and City Clerk are authorized to execute the Purchase Contract with Sutphen Corporation.

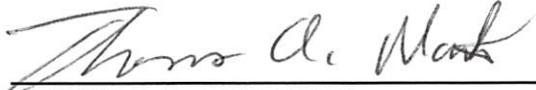
Section 4. The Director of Finance and Administrative Services is authorized to make three (3) annual payments in the amount of \$162,322.48 to U.S. Bancorp Government Leasing and Finance, Inc. for a total of \$486,967.44.

Section 5. This resolution shall take effect upon its passage and approval by City Council.

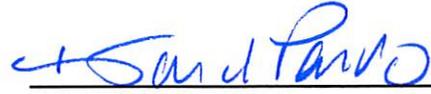
PASSED and APPROVED this 2ND day of MARCH, 2016.

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APPROVED:



THOMAS A. MASTERS
MAYOR

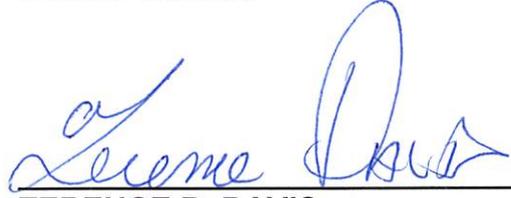


DAWN S. PARDO
CHAIRPERSON

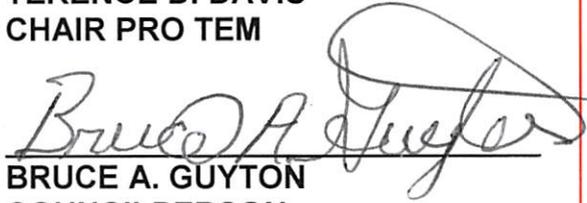
ATTEST:



CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



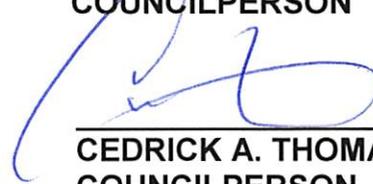
TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KASHAMBA L. MILLER-ANDERSON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: T. DAVIS

B. GUYTON OUT

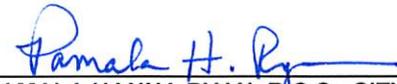
K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 3/2/16

RESOLUTION NO. 36-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE CITY INITIATED SITE PLAN FOR THE CUNNINGHAM PARK REVITALIZATION PROJECT, LOCATED AT 2925 AVENUE 'S', COMPRISED OF NEW PUBLIC AMENITIES, INCLUDING BUT NOT LIMITED TO, AN ENTRANCE FEATURE, PAVILLIONS, CONCRETE WALKING TRAIL, TOT-LOT WITH PLAYGROUND EQUIPMENT AND SHADE STRUCTURE, BASKETBALL COURTS, RESTROOM FACILITIES, AS WELL AS LIGHTING AND LANDSCAPE IMPROVEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Cunningham Park is a City owned and operated public park facility providing for recreational opportunities and activities; and

WHEREAS, Cunningham Park is located at 2925 Avenue 'S' and consists of approximately 3.3 acres in land area; and

WHEREAS, since Cunningham Park is centrally located within walking distance of hundreds of single-family and multi-family homes, the park is most often utilized by residents within the surrounding neighborhoods; and

WHEREAS, the park was originally constructed in multiple phases throughout the '80^s and '90^s, and is currently in need of renovations, including new facilities and amenities; and

WHEREAS, the City has developed plans to revitalize Cunningham Park, which include new public amenities, site lighting, and landscaping (attached hereto as Exhibit 'A'); and

WHEREAS, on January 26, 2016, a public meeting was held by Councilperson Guyton to receive community input and to provide information on the Cunningham Park redevelopment plans; and

WHEREAS, on February 11, 2016 the Planning and Zoning Board reviewed and unanimously approved the site plan for Cunningham Park redevelopment; and

WHEREAS, the City Council desires to approve the City initiated plans for the Cunningham Park Revitalization Project.

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

SECTION 1. The City Council finds that the City initiated site plan to redevelop Cunningham Park, located at 2925 Avenue 'S', is consistent with the City's Comprehensive Plan and the City's Land Development Regulations.

SECTION 2. The City Council approves the site plan to redevelop Cunningham Park with the following condition:

1. Once approved, the City council authorizes City staff to approve future amendments to this site plan administratively so long as the amended site plan does not deviate greater than 5% from the originally approved submittal.

SECTION 3. The associated site plan is attached hereto and made a part of this resolution as Exhibit "A".

SECTION 4. Should any one or more of the provisions or elements of this resolution be held invalid, such provision or element shall be null and void, and shall be deemed separate from the remaining provisions or elements and shall in no way affect the validity of any of the remaining provisions or elements of this resolution.

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

PASSED and APPROVED this 2ND day of MARCH, 2016.

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APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

ATTEST:

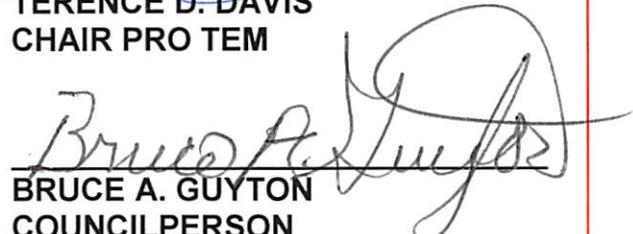




CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



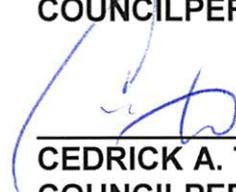
TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KaSHAMBA L. MILLER-ANDERSON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

B. GUYTON AYE

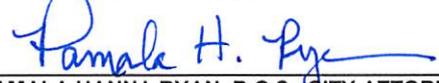
K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 3/2/16

RESOLUTION NO. 37-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH SEVEN KINGS MANAGEMENT, INC., TO PROVIDE 3RD PARTY MARINA MANAGEMENT SERVICES TO THE CITY OF RIVIERA BEACH FOR THE OPERATION OF THE MARINA; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE APPROPRIATE PAYMENT TO SEVEN KINGS MANAGEMENT INCLUDING AN ANNUAL MANAGEMENT FEE EQUAL TO \$54,000 FROM ACCOUNT # 422-0000-575-0-6405 AND FOR OPERATING EXPENSES AS OUTLINED IN THE AGREEMENT FROM THE APPROPRIATE BUDGETED ACCOUNT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council determined that it would be in the best interest of the City to engage a marina management firm having special and broad experience in operating, staffing, and managing marinas in South Florida which could provide those services to the City at the City's newly renovated marina dock slips, future ship store, and related operations; and

WHEREAS, in accordance with provisions of the City's procurement code (Chapter 16.5), staff solicited Request for Proposals for Marina Management Services for the City of Riviera Beach Marina in RFP No.490-14; and

WHEREAS, the evaluation committee evaluated six firms, namely: Seven Kings Management, Inc., Marina Management Consolidated; Aqua Marina Properties, LLC, IGY Marina Management Services, Marina International, and Siegel-Gallagher Management Services; and

WHEREAS, the number one ranked firm, Seven Kings Management, Inc., and the number two ranked firm, Marina Management Consolidated, were interviewed by the City Council at the July 13, 2015 Special Council Meeting and a motion was unanimously approved to have staff negotiate a third party marina management agreement with Seven Kings Management, Inc.; and

WHEREAS, at the direction of City Council, staff consulted with an outside attorney who has negotiated and drafted marina agreements in the past; and

WHEREAS, City representatives met on numerous occasions with representatives of Seven Kings, and have negotiated an agreement that is in the best interests of the parties.

RESOLUTION NO. 37-16

PAGE 2

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 Mayor and City Clerk are authorized to execute a three year agreement with Seven Kings Management, Inc., which includes an option to extend the agreement for two additional one year terms, said agreement is attached hereto.

SECTION 2. That the Director of Finance and Administrative Services is authorized to make appropriate payment to Seven Kings Management, Inc. equal to an annual management fee of \$54,000, from account no. 422-0000-575-0-6405, and is further authorized to make payments for other operating expenses as outlined in the agreement from the appropriate budgeted account.

SECTION 3. That this resolution shall become effective upon its passage and approval by City Council.

PASSED and APPROVED this 2ND day of MARCH, 2016.

RESOLUTION NO. 37-16
PAGE 3

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

TERENCE D. DAVIS
CHAIR PRO TEM

BRUCE A. GUYTON
COUNCILPERSON

KaSHAMBA L. MILLER-ANDERSON
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. GUYTON _____

K. MILLER-ANDERSON _____

C. THOMAS _____

D. PARDO _____

T. DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: _____