

RESOLUTION NO. 83-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE CASE OF LYDELL KERBO V. THE CITY OF RIVIERA BEACH, CASE NO.: 2014CA013462XXXX MB AB; AUTHORIZING GALLAGHER BASSETT TO MAKE PAYMENT IN THE AMOUNT OF \$60,000 AS COMPLETE SETTLEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lydell Kerbo injured his lower back and right ankle when he stepped into an open water meter box located in the sidewalk at or around 3250 Avenue F, Riviera Beach, FL, on October 13, 2013; and

WHEREAS, Mr. Kerbo filed a lawsuit against the City in November 17, 2014 after treatment; and

WHEREAS, a court ordered mediation was held on May 12, 2016, the parties have reached an agreement to settle the case for \$60,000, subject to City Council approval.

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

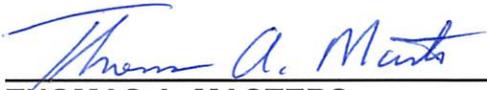
SECTION 1. That settlement in the matter of *Lydell Kerbo v. City of Riviera Beach, Case No. 2014CA013462XXXXMB AB* is hereby approved in the total amount of \$60,000, which includes attorney's fees and costs.

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

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

PASSED and APPROVED this 6TH day of July, 2016.

APPROVED:



**THOMAS A. MASTERS
MAYOR**



**TERENCE D. DAVIS
CHAIRPERSON**

ATTEST:



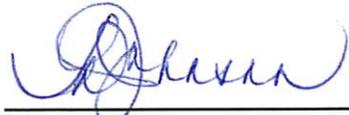
**CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK**



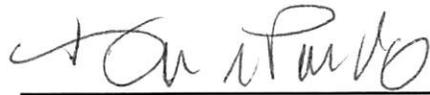
**KaSHAMBA L. MILLER-ANDERSON
CHAIR PRO TEM**



**LYNNE L. HUBBARD
COUNCILPERSON**



**TONYA DAVIS JOHNSON
COUNCILPERSON**



**DAWN S. PARDO
COUNCILPERSON**

MOTIONED BY: T. DAVIS JOHNSON

SECONDED BY: K. MILLER-ANDERSON

L. HUBBARD AYE

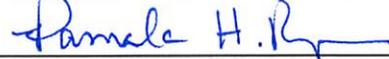
K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 7/5/16

RESOLUTION NO. 84-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF THE MURPHY CONSTRUCTION COMPANY, PLAINTIFF, V. THE CITY OF RIVIERA BEACH, DEFENDANT, CASE NO.: 502015CA007198XXXMB AG; AUTHORIZING GALLAGHER BASSETT TO MAKE PAYMENT ON BEHALF OF THE CITY IN THE AMOUNT OF \$177,638.16; AUTHORIZING THE CITY TO SEEK INDEMNIFICATION FROM MARINETEK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City renovated its Marina between 2012-2014 by removing its old outdated docks and installing new state-of-the-art floating docks which took place in two phases (Phase I and Phase II); and

WHEREAS, during Phase II which began in mid-2013, the City contracted with Marinetek, N.A., to manufacture the floating docks and with Murphy Construction to install the floating docks; and

WHEREAS, during the project, Marinetek ran into difficulties and as a result Murphy Construction could not timely install the docks; and

WHEREAS, Murphy Construction submitted change orders to the City but they were not to the satisfaction of the City and its consultants, and after several months of negotiations, Murphy Construction sued the City; and

WHEREAS, mediation was held on April 29, 2016, where a tentative settlement agreement was reached, and thereafter on May 12, 2016, a closed executive session with City Council was held to discuss the proposed settlement.

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

SECTION 1. That settlement in the matter of *The Murphy Construction Company v. The City of Riviera Beach, et al.*, Case No.: 502015CA007198XXXMB AG, is hereby approved.

SECTION 2. That Gallagher Bassett Services is authorized to make payment to Murphy Construction on behalf of the City in the amount of \$177,638.16.

SECTION 3. That the City is authorized to seek indemnification through negotiation or litigation from Marinetek.

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Page 2 of 3

SECTION 4. That this resolution shall take effect immediately upon its passage and approval by City Council.

PASSED and APPROVED this 6th day of July, 2016.

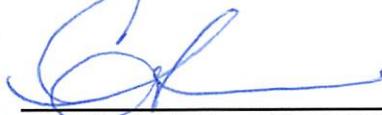
[Signatures on following page]

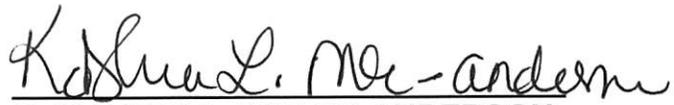
APPROVED:


THOMAS A. MASTERS
MAYOR


TERENCE D. DAVIS
CHAIRPERSON

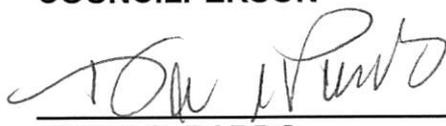
ATTEST:


CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK


KaSHAMBA L. MILLER-ANDERSON
CHAIR PRO TEM


LYNNE L. HUBBARD
COUNCILPERSON


TONYA DAVIS JOHNSON
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON

MOTIONED BY: T. DAVIS JOHNSON

SECONDED BY: K. MILLER-ANDERSON

L. HUBBARD AYE

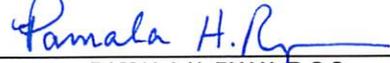
K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 7/6/16

RESOLUTION NO. 85-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE TRANSFER OF \$78,290 FROM THE GENERAL FUND CONTINGENCY ACCOUNT TO VARIOUS GENERAL FUND OPERATIONAL ACCOUNTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the City of Riviera Beach Budget workshop on June 13, 2016 staff presented to the City Council with mid-year budget adjustment requests, and

WHEREAS, the City Council conceptually approved the request, this is the resolution authorizing transfer of the funds.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CIYT OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: That the City Council authorize the transfer from the General Fund Contingency account to various accounts totaling \$78,290 as follows:

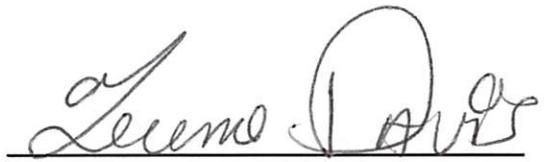
From: Contingency	001-0203-519-0-5999	(\$78,290.00)
To: Human Resources	001-0539-513-0-3406	\$10,000.00
Employee Physicals		
Human Resources	001-0539-513-0-3101	50,000.00
Labor Relations Negotiations		
Legislative District 1		
Health Insurance	001-0101-511-1-2301	688.00
Travel	001-0101-511-1-4001	1313.00
Promotional Activities	001-0101-511-1-4801	1749.00
Operating Supplies	001-0101-511-1-5201	583.00
Subscriptions & Member	001-0101-511-1-5402	795.00
Legislative District 3		
FRS Employer Cont.	001-0101-511-3-2202	1902.00
Health Insurance	001-0101-511-3-2301	8218.00
Travel	001-0101-511-3-4001	1167.00
Promotional Activities	001-0101-511-3-4801	1875.00

SECTION 2: This resolution shall take effect upon its passage and approval by the City Council.

APPROVED:



THOMAS A. MASTERS
MAYOR



TERENCE D. DAVIS
CHAIRPERSON

ATTEST:



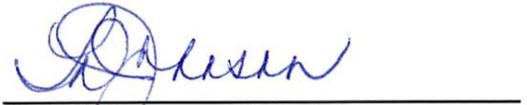
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



KaSHAMBA L. MILLER-ANDERSON
CHAIR PRO TEM



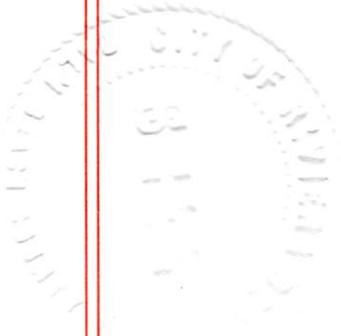
LYNNE L. HUBBARD
COUNCILPERSON



TONYA DAVIS JOHNSON
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



MOTIONED BY: K. MILLER-ANDERSON

SECONDED BY: T. DAVIS JOHNSON

L. HUBBARD AYE

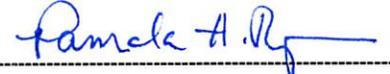
K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 7/5/16

RESOLUTION NO. 86-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR, CITY MANAGER, AND CHIEF OF POLICE TO EXECUTE AN EXTENSION TO THE MUTUAL AID AGREEMENT BETWEEN PALM BEACH COUNTY LAW ENFORCEMENT AGENCIES AND THE CITY OF RIVIERA BEACH TO FACILITATE OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION; SAID EXTENDED AGREEMENT TO REMAIN IN EFFECTIVE UNTIL JANUARY 31, 2021; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Riviera Beach wishes to extend the Mutual Aid Agreement with Palm Beach County Law Enforcement Agencies to facilitate operational assistance and voluntary cooperation which expires on January 31, 2017; and

WHEREAS, Agencies entering into this Agreement may request and/or voluntarily render routine Law Enforcement assistance to other participating Agencies, to include, but not be limited to, investigating Homicides, Sex Offenses, Robberies, Assaults, Burglaries, Larcenies, Gambling, Motor Vehicle Thefts, Controlled Substance Violations, pursuant to Chapter 893, Florida State Statutes, DUI Violations, Backup Services during Patrol activities, School Police Officers enforcing laws within 1,000 feet of a school or School Board property, Inter-Agency Task Forces and/or Joint investigations, and coverage for Overtime Details; and

WHEREAS, This updated Agreement is extended to remain in effect until January 31, 2021, and participation may be cancelled at any time by the City.

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

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Page 2 of 3

SECTION 1: The Mayor, City Manager, and Chief of Police are hereby authorized to execute the Mutual Aid Agreement between Palm Beach County Law Enforcement Agencies and the City of Riviera Beach.

SECTION 2: A copy of said Agreement is attached hereto and made a part of the Resolution.

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

PASSED AND ADOPTED this 6th day of JULY, 2016.

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RESOLUTION NO. 86-16

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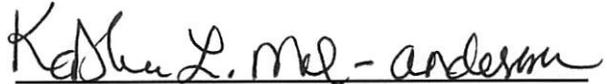
APPROVED:


THOMAS A. MASTERS
MAYOR


TERENCE D. DAVIS
CHAIRPERSON

ATTEST:


CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK


KaSHAMBA L. MILLER-ANDERSON
CHAIR PRO TEM


LYNNE L. HUBBARD
COUNCILPERSON


TONYA DAVIS JOHNSON
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS JOHNSON

L. HUBBARD AYE

K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 7/5/16

**PALM BEACH COUNTY LAW ENFORCEMENT AGENCIES
COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION**

MUTUAL AID AGREEMENT

WITNESSETH

WHEREAS, the subscribing Law Enforcement Agencies as listed in *Attachment I*, which is incorporated by reference, are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Intensive situations, including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes, and
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and,

WHEREAS, the subscribing Law Enforcement Agencies have the authority under Section 23.1225, Florida Statutes, et. seq., The Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and;
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34.

NOW, THEREFORE, THE AGENCIES AGREE AS FOLLOWS:

SECTION I: PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribed Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies so represented may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, public school graduations, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the subscribed Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies may request and/or voluntarily render routine law enforcement assistance to the other, to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, controlled substance violations, pursuant to Chapter 893, Florida Statutes, DUI violations, backup services during patrol activities, School Police Officers enforcing laws within 1000 feet of a school or School Board property, inter-agency task forces and/or joint investigations, and coverage for overtime details.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

In the event that an agency that is a party to this Agreement is in need of assistance as set forth above, such agency shall notify the agency or agencies from whom such assistance is required. The Agency Head or his/her authorized designee whose assistance is sought shall evaluate the situation and his/her available resources and will respond in a manner he/she deems appropriate.

The Agency Head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

School District Police Officers are hereby authorized to enforce laws in an area within 1000 feet of a school or school board property and within 1000 feet of any school sponsored event including, but not necessarily limited to, public school graduations, proms, dances and project graduations.

Should a sworn law enforcement officer(s) be in another subscribed agency's jurisdiction and violation of Florida Statutes occurs, which is a crime of violence, in the presence of said officer, he/she shall be empowered to exercise authority as a law enforcement officer as if the officer was in his/her own jurisdiction. Should enforcement action be taken, said officer shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, and/or secure apprehension of violent criminals whom the law enforcement officer may encounter.

In any jurisdiction where the Sheriff of Palm Beach County has primary law enforcement responsibilities, the following shall apply: When a sworn law enforcement officer of a subscribing law enforcement agency has established probable cause to arrest an

individual(s) as a result of an investigation regarding any Forcible Felony, as defined in Section 776.08, Florida Statutes, or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, that occurred within the jurisdiction of the arresting officer, he/she is authorized to make this arrest in any jurisdiction where the Sheriff has primary law enforcement responsibilities upon exigent circumstances and provided said offense occurred within the previous ~~twenty-four (24)~~ **seventy-two (72)** hours. Prior to any officer making any such arrest pursuant to this paragraph, the officer shall notify the Palm Beach County Sheriff's Office Commanding Officer in charge of the district in which the action will be taken. This paragraph does not include the authority to make non-consensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this paragraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent.

In all other jurisdictions within the Palm Beach County, the following shall apply: Sworn law enforcement officers of subscribing law enforcement agencies are hereby authorized to exercise the power to make arrests in any subscribing agency's jurisdiction of persons identified as a result of investigations regarding any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, that occurred within the jurisdiction of the arresting officer. However, this paragraph does not include authority to make non-consensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this paragraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. Prior to any officer taking enforcement action pursuant to this paragraph, the officer shall notify the Commanding Officer in charge of the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable.

The Agency Head's decision in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

CONFLICTS:

Whenever a Law Enforcement Officer is rendering assistance pursuant to this Agreement, the Law Enforcement Officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or

standard operating procedure is contradicted, contravened or otherwise, in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

HANDLING COMPLAINTS:

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Agency Head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining agency can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information with all pertinent documentation gathered during the receipt and processing of the complaint shall be forwarded without delay to the Agency Head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each agency engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of such agency's employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- A. Employees of each participating Law Enforcement Agency, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits, but inside the State of Florida, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
- B. Each agency agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other agency to the Agreement as set forth above; provided however, that no agency shall be required to deplete

unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

- C. Communication with personnel from outside agencies will be accomplished with a shared radio frequency. Should the agency furnishing aid not have the capability to communicate on a shared radio frequency, then the requesting agency will either provide radios to the personnel of the agency furnishing aid or pair personnel from the agency furnishing aid with personnel from agencies that have the capability to communicate on a shared radio frequency.
- D. A political subdivision that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- E. The agency furnishing aid pursuant to this section shall compensate its employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such assistance.
- F. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, auxiliary, and reserve employees.
- G. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- H. Nothing in this Agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

SECTION VII: EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until ~~January 31, 2017~~ **January 31, 2021**. On or about ~~September 30, 2016~~ **September 30, 2020**, a committee will be established by the Palm Beach County Association of Chiefs of Police, Inc., to review this Agreement and revise, if necessary. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

SECTION VIII: CANCELLATION

Any agency may cancel their participation in this Agreement upon delivery of written notice to the other agencies. Cancellation will be at the direction of any subscribing agency.

IN WITNESS WHEREOF, the agencies hereto cause these presents to be signed on the date specified.

ATTEST:

CITY OF ATLANTIS:

Michael Dahlgren, Mayor (date)

Robert G. Mangold, Chief of Police (date)

Mo Thornton, City Manager (date)

(date)

CITY OF BOCA RATON:

Susan Wheelchel, Mayor (date)

Daniel C. Alexander, Chief of Police (date)

Leif Ahnell, City Manager (date)

(date)

CITY OF BOYNTON BEACH:

Woodrow Hay (date)

Jeffrey Katz, Chief of Police (date)

Lori LaVerriere, City Manager (date)

(date)

CITY OF DELRAY BEACH:

Nelson McDuffie, Mayor (date)

Jeffrey Goldman, Chief of Police (date)

David T. Harden, City Manager (date)

(date)

FLORIDA ATLANTIC UNIVERSITY:

Mary Jane Saunders, President (date)

, Chief of Police (date)

(date)

(date)

TOWN OF JUPITER INLET COLONY:

Daniel J. Comerford, Mayor (date)

Samuel J. Pruitt, III, Chief of Police (date)

Samuel J. Pruitt, III, Town Administrator (date)

(date)

TOWN OF LAKE CLARKE SHORES:

Gregory P. Freebold, Mayor (date)

William W. Smith, III, Chief of Police (date)

Dan P. Clark, Town Administrator (date)

(date)

TOWN OF LANTANA:

David J. Stewart, Mayor (date)

Sean M. Scheller, Chief of Police (date)

Deborah Manzo, Town Manager (date)

(date)

TOWN OF MANALAPAN:

Basil S. Diamond, Mayor (date)

Carmen Mattox, Chief of Police (date)

Linda A. Stumpf, Town Manager (date)

(date)

VILLAGE OF NORTH PALM BEACH:

David B. Norris, Mayor (date)

Richard E. Jenkins, Chief of Police (date)

James P. Kelly, Village Manager (date)

(date)

TOWN OF OCEAN RIDGE:

Geoffrey Pugh, Mayor (date)

Hal Hutchins, Chief of Police (date)

Ken Schenck, Town Manager (date)

(date)

TOWN OF PALM BEACH:

Gail L. Coniglio, Mayor (date)

Kirk W. Blouin, Chief of Police (date)

Peter B. Elwell, Town Manager (date)

David A. Rosow, President, Town Council (date)

PALM BEACH COUNTY SHERIFF'S OFFICE:

(date)

Ric L. Bradshaw, Sheriff (date)

(date)

(date)

PALM BEACH COUNTY SCHOOL DISTRICT:

Chuck Shaw, Chairman (date)

Lawrence J. Leon, Chief of School Police (date)

Robert M. Avossa, Ed.D., Superintendent (date)

(date)

CITY OF PALM BEACH GARDENS:

David J. Levy, Mayor (date)

Stephen J. Stepp, Chief of Police (date)

Ronald Ferris, City Manager (date)

(date)

TOWN OF PALM BEACH SHORES:

John Workman, Mayor (date)

Duncan Young, Chief of Police (date)

Cynthia Lindskoog, Town Manager (date)

(date)

VILLAGE OF PALM SPRINGS:

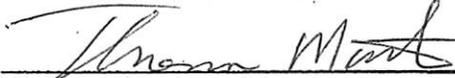
Bev Smith, Mayor (date)

Tom Ceccarelli, Director of Public Safety (date)

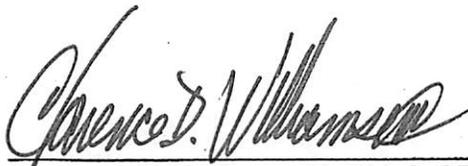
Karl E. Umberger, Village Manager (date)

(date)

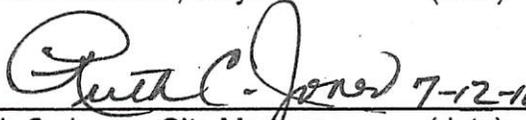
CITY OF RIVIERA BEACH:



Thomas Masters, Mayor (date)

 7/5/16

Clarence D. Williams, III, Chief of Police (date)

 7-12-16

Ruth C. Jones, City Manager (date)

(date)

TOWN OF SOUTH PALM BEACH:

Dr. Donald Clayman, Mayor (date)

Carl Webb, Jr., Chief of Police (date)

Rex Taylor, Town Manager (date)

(date)

STATE ATTORNEY FOR THE FIFTEENTH JUDICIAL CIRCUIT IN AN FOR PALM BEACH COUNTY:

(date)

David Aronberg, State Attorney (date)
Fifteenth Judicial Circuit In and For
Palm Beach County, Florida

(date)

(date)

VILLAGE OF TEQUESTA:

Tom Paterno, Mayor (date)

Christopher Elg, Chief of Police (date)

Michael R. Couzzo, Jr., Village Manager (date)

(date)

CITY OF WEST PALM BEACH:

Jeri Muoio, Mayor (date)

Bryan Kummerlen, Chief of Police (date)

Edward R. Mitchell, City Administrator (date)

(date)

Attachment I

Atlantis Police Department
Boca Raton Police Department
Boynton Beach Police Department
Delray Beach Police Department
Florida Atlantic University
Gulfstream Police Department
Highland Beach Police Department
Hypoluxo – Town of
Juno Beach Police Department
Jupiter Police Department
Jupiter Inlet Colony Police Department
Lake Clarke Shores Police Department
Lantana Police Department
Manalapan Police Department
North Palm Beach Police Department
Ocean Ridge Police Department
Palm Beach Police Department
Palm Beach County Sheriff's Office
Palm Beach County School District Police Department
Palm Beach Gardens Police Department
Palm Beach Shores Police Department
Palm Springs Police Department
Riviera Beach Police Department
South Palm Beach Police Department
State Attorney, Fifteenth Judicial Circuit for Palm Beach County
Tequesta Police Department
West Palm Beach Police Department

RESOLUTION NO. 87-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO APPROPRIATE \$48,906.00 FROM THE LAW ENFORCEMENT TRUST FUND, AS A CRIME PREVENTION INITIATIVE, TO HOST THE RIVIERA BEACH POLICE DEPARTMENT JUNIOR PEACEKEEPERS SUMMER CAMP; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Police Department, as part of its ongoing endeavors to serve the residents of the City of Riviera Beach, recognizes the need for Crime Prevention and Education Programs; and

WHEREAS, Some of the goals of the program include: teaching youth to be good citizens, grow, develop, and improve Police/Community relations, recruit for the Police Explorer Program and for new Police Officers, establish quarterly meetings and planned community events suitable for students community service hours; and

WHEREAS, The Police Chief seeks to implement and support innovative crime prevention activities designed to reduce gun violence and disrupt potential criminal activity; and

WHEREAS, The Police Department seeks funding from the Law Enforcement Trust Fund, as a crime prevention initiative, to host the Riviera Beach Police Department Junior Peacekeepers Summer Camp in the amount of \$48,906.00; and

WHEREAS, This request is consistent with the provisions of Florida State Statute §932.7055.

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

SECTION 1: The City Council approves funding in the amount of \$48,906.00 to host the Riviera Beach Police Department Junior Peacekeepers Summer Camp from the Law Enforcement Trust Fund.

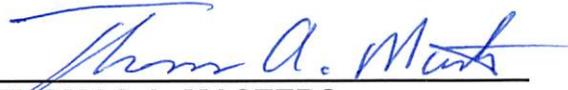
SECTION 2: The City Council authorizes the Director of Finance and Administrative Services to appropriate the fund balance from the Law Enforcement Trust Fund Account No. 150-00-358200 in the amount of \$48,906.00.

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

PASSED and APPROVED this 6TH day of JULY, 2016.

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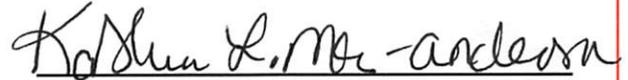
APPROVED:


THOMAS A. MASTERS
MAYOR

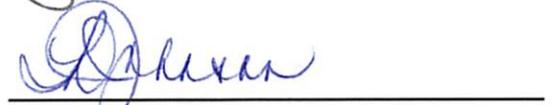

TERENCE D. DAVIS
CHAIRPERSON

ATTEST:


CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK


KaSHAMBA L. MILLER-ANDERSON
CHAIR PRO TEM


LYNNE L. HUBBARD
COUNCILPERSON


TONYA DAVIS JOHNSON
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON

MOTIONED BY: K. MILLER-ANDERSON

SECONDED BY: T. DAVIS JOHNSON

L. HUBBARD AYE

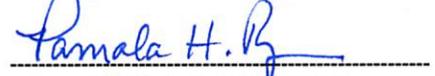
K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

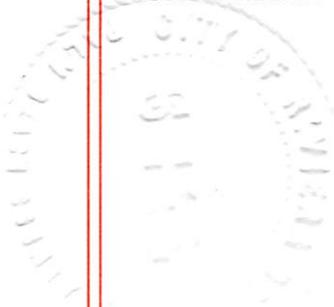
D. PARDO NAY

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 7/5/16



RESOLUTION NO. 88-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 759-16 TO FARMER & IRWIN CORP., OF RIVIERA BEACH, FLORIDA TO PROVIDE GENERAL MAINTENANCE, PREVENTATIVE MAINTENANCE AND EMERGENCY REPAIR SERVICES FOR ALL CITY-OWNED HEATING, VENTILATION AND AIR CONDITIONING (HVAC) UNITS IN AN AMOUNT NOT TO EXCEED \$75,000.00 ANNUALLY; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE MAINTENANCE SERVICES AGREEMENT; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM VARIOUS DEPARTMENTAL ACCOUNTS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City currently has eighteen (18) facilities that have a combined total of 45 HVAC units; and

WHEREAS, maintaining the HVAC units requires general and preventative maintenance as well as emergency repairs; and

WHEREAS, the City's current HVAC contract is no longer valid; and

WHEREAS, the city solicited bids and received numerous responses with Farmer & Irwin Corp. 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 Maintenance Services Contract to the lowest responsive and responsible bidder in an amount not to exceed \$75,000.00 annually for regular and preventative maintenance, and emergency repairs.

SECTION 2. That the Director of Finance and Administrative Services is authorized to make payment for same from various departmental accounts.

APPROVED:

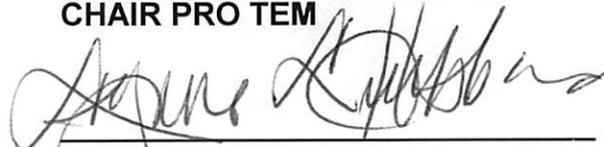

THOMAS A. MASTERS
MAYOR


TERENCE D. DAVIS
CHAIRPERSON

ATTEST:


CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK


KaSHAMBA L. MILLER-ANDERSON
CHAIR PRO TEM


LYNNE L. HUBBARD
COUNCILPERSON


TONYA DAVIS JOHNSON
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS JOHNSON

L. HUBBARD AYE

K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

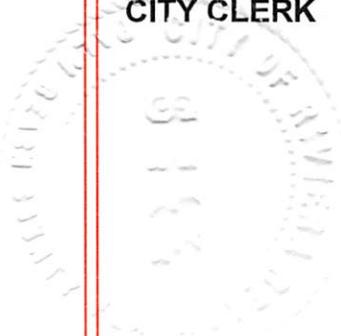
D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 7/5/16



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

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

PASSED and APPROVED this 6TH day of JULY, 2016.

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CITYWIDE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SERVICES

THIS AGREEMENT made and entered into this 6th day of JULY, 2016 by and between **FARMER & IRWIN CORP**, hereinafter referred to as "**INDEPENDENT CONTRACTOR**", whose Federal I.D. number is 59-0864802 and whose mailing address is 3300 Avenue K, Riviera Beach, FL 33404 and the **CITY OF RIVIERA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "**CITY**," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

In consideration of the mutual covenants and promises set forth herein, the parties to this agreement do hereby agree as follows:

1. That the CITY does hereby retain the services of the INDEPENDENT CONTRACTOR for the purpose of providing general maintenance, preventative maintenance and emergency repairs to all heating, ventilation and air conditioning (HVAC) systems throughout the CITY. The scope of work is as set forth more fully in the General Terms and Conditions and Special Terms and Conditions in Bid No. 759-16, Exhibit "A" attached hereto and incorporated herein by reference.
2. The CITY agrees to compensate the INDEPENDENT CONTRACTOR in accordance with fee schedule attached hereto as Exhibit "B". The CITY shall not reimburse the Contractor for any travel costs incurred as a direct result of the INDEPENDENT CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit "A".
3. This Contract consists of this Contract, Bid No. 759-16 (Exhibit "A") and the INDEPENDENT CONTRACTOR's fee proposal (Exhibit "B"). The INDEPENDENT CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract, Exhibit "A" and Exhibit "B". To the extent that there exists a conflict between this Contract, Exhibit "A" and Exhibit "B", the terms, conditions, covenants, and/or provisions of this Contract shall prevail over all others.
4. The period of the Contract shall be three (3) years, with an option to renew the contract for two (2) additional twelve (12) month periods. The option for renewal will be exercised only upon mutual written agreement and with all original terms, conditions and specifications of the Contract remaining the same with no deviations. All prices, terms and conditions shall remain fixed for the initial one (1) year period of the contract with a price adjustment made after the second year of the contract and upon the first renewal based on the consumer price index (CPI) for all Urban Consumers (CPI-U), Miami, FL August 2010. Any additional renewals shall be approved and executed by the City Manager on behalf of the CITY.
5. The INDEPENDENT CONTRACTOR hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances governing the work to be performed. Further, INDEPENDENT CONTRACTOR shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.
6. This Contract, and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to the laws of the State of Florida. Venue for any and all legal action necessary to enforce the Contract will be held within Palm Beach County.
7. 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.

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

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

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

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

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

13. The INDEPENDENT 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 INDEPENDENT CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance.

The INDEPENDENT CONTRACTOR shall 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 INDEPENDENT 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 the work that the INDEPENDENT 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 INDEPENDENT CONTRACTOR. The CITY agrees to notify the INDEPENDENT CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the INDEPENDENT CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the INDEPENDENT CONTRACTOR, the CITY shall so state in the notification and the INDEPENDENT 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 INDEPENDENT CONTRACTOR under the terms of this Contract.

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

14. Prior to execution of this Agreement by the CITY, the INDEPENDENT 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 INDEPENDENT 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 INDEPENDENT CONTRACTOR of its liability and obligations under this Agreement.

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

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

17. The INDEPENDENT CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the INDEPENDENT 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 Agreement, whether such operations be by the INDEPENDENT CONTRACTOR or by anyone directly employed by or contracting with the INDEPENDENT CONTRACTOR.

18. The INDEPENDENT CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the INDEPENDENT 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 rented automobiles whether such operations be by the INDEPENDENT CONTRACTOR or by anyone directly or indirectly employed by the INDEPENDENT CONTRACTOR.

19. The INDEPENDENT CONTRACTOR 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.

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

21. All work and materials, other than the replacement parts, performed and installed by the INDEPENDENT CONTRACTOR under this Contract as it relates to HVAC maintenance and repairs shall be guaranteed by the INDEPENDENT CONTRACTOR for a period of ninety (90) days from the date of service, thereof against defective design and workmanship. A one (1) year manufacturer's warranty is required on replacement parts (i.e. coils and compressors) unless the manufacturer's warranty exceeds one (1) year in which case the manufacturer's warranty shall govern. 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 corrective or new works, parts or materials by the INDEPENDENT CONTRACTOR at no expense to the CITY. In the event the INDEPENDENT CONTRACTOR fails to make the necessary corrective repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the INDEPENDENT CONTRACTOR and seek any and all legal remedies to enforce the same.

22. All emergency services to be purchased and performed under the terms of this Contract (i.e. air conditioning system not operating properly, space not cooling, space not heating, etc.) shall be within four (4) hours from time of notification to the INDEPENDENT CONTRACTOR by the designated CITY representative. Response time for non-emergency repairs shall be within twenty-four (24) hours from time of notification by the designated CITY representative. The timely delivery and performance of said services being

essential conditions of this Contract. If the services are not performed according to the terms of this Contract within the limits herein stipulated, the INDEPENDENT CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100.00) for each hour elapsing between expiration of such time limit and the arrival of the Contractors personnel to begin required electrical service. The INDEPENDENT CONTRACTOR shall provide the CITY with an emergency after hours number if different from the regular business number.

23. The INDEPENDENT CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of any and all applicable manufacture's warranty as it relates to the materials and parts used to accomplish the work.

24. To the extent allowed by Florida law, the INDEPENDENT CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, omission, or intentional wrongful conduct of the INDEPENDENT CONTRACTOR, its agents, officers, servants, or employees in the performance of services under this Agreement.

25. The INDEPENDENT CONTRACTOR further agrees to indemnify, save harmless and defend the CITY, its agents, servants 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 INDEPENDENT CONTRACTOR not included in the paragraph above and for which the CITY, its agents, officers, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

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

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

28. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the INDEPENDENT CONTRACTOR of the CITY's notification of a contemplated change, the INDEPENDENT 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 INDEPENDENT CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the INDEPENDENT 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 INDEPENDENT CONTRACTOR shall not commence work on any such change until such written amendment is signed by the INDEPENDENT CONTRACTOR and approved and executed by the City Council or its designated representative.

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

30. 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.

31. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

32. The INDEPENDENT CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals which are legally required to conduct business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY upon request. The INDEPENDENT CONTRACTOR shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals, and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency.

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

34. If any term or provision of this Contract, or the application thereof of any person or circumstance shall, by 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.

35. The INDEPENDENT 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, gender orientation, or sexual orientation. Further, INDEPENDENT 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, gender orientation, sexual orientation or handicap.

36. The INDEPENDENT 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 on this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the INDEPENDENT CONTRACTOR's place of business.

37. The INDEPENDENT CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the INDEPENDENT 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 for the INDEPENDENT CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

38. This Contract may be terminated by the INDEPENDENT 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 INDEPENDENT CONTRACTOR; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the INDEPENDENT CONTRACTOR. Unless the INDEPENDENT CONTRACTOR is in breach of this Contract, the INDEPENDENT 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 INDEPENDENT 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 progress, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

39. The INDEPENDENT CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the service.
- (b) Upon request from the CITY's custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of this Contract and following completion of this Contract if the INDEPENDENT CONTRACTOR does not transfer the records to the CITY.
- (d) Upon completion of this Contract, transfer, at no cost, to the CITY all public records in possession of the INDEPENDENT CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the INDEPENDENT CONTRACTOR transfers all public records to the CITY upon completion of the Contract, the INDEPENDENT CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the INDEPENDENT CONTRACTOR keeps and maintains public records upon completion of the Contract, the INDEPENDENT CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

IF THE INDEPENDENT CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-845-4080, BJOHNSON@RIVIEREABCH.COM, 2391 AVENUE L, RIVIERA BEACH, FL 33404.

40. 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.

AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

FARMER & IRWIN CORP.

BY: Thomas A. Masters
THOMAS A. MASTERS,
MAYOR

BY: Steven R. Irwin
STEVEN R. IRWIN
PRESIDENT

ATTEST:

BY: Claudene L. Anthony
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: Pamala H. Ryan
PAMALA H. RYAN, B.G.S.
CITY ATTORNEY

BY: Brynt Johnson
BRYNT JOHNSON
DIRECTOR OF PUBLIC WORKS

DATE: 6/22/16

PURCHASING: [Signature]

EXHIBIT "A"

SCOPE OF WORK

Provide general maintenance, preventative maintenance and emergency repair services for all city-owned heating, ventilation and air conditioning (HVAC) units per bid #759-16.

BID #759-16 CITYWIDE HVAC MAINTENANCE AND REPAIR
 APRIL 29, 2016 @ 11:00 A.M.
 TABULATION SHEET

Farmer & Irwin Corp.					
TEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
	Non-Emergency Corrective Maintenance (Service Call) Service Technician Hourly Rate Helper/Apprentice Hourly Rate	100 HOURS/YEAR	PER MAN HOUR	\$85.00 \$85.00 \$75.00	\$8,500.00
	Emergency Corrective Maintenance (Emergency Service Call) Service Technician Hourly Rate Helper/Apprentice Hourly Rate	70 HOURS/YEAR	PER MAN HOUR	\$120.00 \$120.00 \$120.00	\$8,400.00
	Preventive Maintenance Performed During Normal Business Hours	Every (2) Months On Filter Changes Check Freon Levels Test Pressures Verify Returns And Supply Temperatures	PER MAN HOUR	\$85.00	\$21,250.00
	Vendors Cost Plus a % Markup (Not To Exceed 10% For Overhead Profit)			10 % MARKUP	
	Percentage Discount From A Published Price List			% DISCOUNT	
				TOTAL	\$38,150.00

RESOLUTION NO. 89-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN APPLICATION FROM AIRGAS USA, LLC. FOR SITE PLAN APPROVAL TO DEVELOP A SINGLE STORY 15,107 SQUARE FOOT INDUSTRIAL GAS FILL AND DISTRIBUTION FACILITY ON 2.92 (127,117 SQ. FT.) ACRES OF INDUSTRIAL LAND AT 7001 NORTH MILITARY TRAIL, WHICH IS LOCATED NORTH OF DYER BOULEVARD, SOUTH OF BEELINE HIGHWAY, AND WEST OF NORTH MILITARY TRAIL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Airgas USA, LLC. specializes in providing atmospheric gasses used for medical applications, such as nitrogen and oxygen, and also for industrial applications, such as welding; and

WHEREAS, Airgas USA, LLC. desires to develop a single story 15,107 square foot Industrial Gas Fill and Distribution Facility at 7001 North Military Trail, located north of Dyer Boulevard, south of Beeline Highway, and west of North Military Trail, on land with an Industrial future land use designation and a General Industrial zoning designation; and

WHEREAS, 7001 North Military Trail consists of two parcels, totaling 2.92 acres, known by Parcel Control Number 56-42-42-36-39-000-0020 and 56-42-42-36-39-000-0010; and

WHEREAS, on June 23, 2016, the Planning and Zoning Board reviewed the Airgas USA, LLC. development proposal (SP-16-02) and unanimously recommended approval of this project to the City Council; and

WHEREAS, City Staff has determined that the Airgas USA, LLC. development proposal is compatible and consistent with the City's Comprehensive Plan and the City's Land Development Regulations; and

WHEREAS, the City Council desires to approve the site plan application and plans for Airgas USA, LLC. to develop a single story 15,107 square foot Industrial Gas Fill and Distribution Facility at 7001 North Military Trail, located north of Dyer Boulevard, south of Beeline Highway, and west of North Military Trail, on 2.92 acres of industrial land, known by Parcel Control Number 56-42-42-36-39-000-0020 and 56-42-42-36-39-000-0010.

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 site plan application to develop and operate a single story a single story 15,107 square foot Industrial Gas Fill and Distribution Facility at 7001 North Military Trail, on 2.92 acres of industrial land, known by Parcel Control Number 56-42-42-36-39-000-0020 and 56-42-42-36-39-000-0010, is consistent with and compatible to the City's Comprehensive Plan and Land Development Regulations.

SECTION 2. The City Council hereby approves the site plan application and development proposal from Airgas USA, LLC. (SP-16-02) with the following conditions:

1. A two-year landscaping performance bond for 110% of the value of landscaping and irrigation shall be required before the certificate of occupancy is issued.
2. Construction must be initiated within 18 months of the effective date of this Resolution in accordance with Section 31-60(b), of the City Code of Ordinances. Demolition, site preparation and/or land clearing shall not be considered construction. Building permit application and associated plans and documents shall be submitted in its entirety and shall not be accepted by City staff in a partial or incomplete manner.
3. All future advertising must state that the development is located in the City of Riviera Beach. Fees and penalties in accordance with City Code Sec. 31-554 will be levied against the property owner and/or business for violation of this condition.
4. This development must receive final Certificate of Occupancy from the City for all buildings and units approved within five years of the approval of this resolution (by July 6, 2021) or the resolution shall be considered null and void, requiring the applicant to resubmit site plan fees and application for site plan approval and re-initiate the site plan approval process.
5. Once approved, this resolution shall supersede any previous site plan approval resolutions associated with this property, causing previous site plan approval resolutions to be null and void.

6. City council authorizes City staff to approve future amendments to this site plan administratively so long as the site plan does not deviate greater than 5% from the originally approved site plan.
7. The applicant agrees to execute a Unity of Title between parcels known by PCN 56-42-42-36-39-000-0020 and 56-42-42-36-39-000-0010 prior to the issuance of a City Building Permit.
8. The applicant agrees to provide a 25 foot by 25 foot corner clip right-of-way dedication for future use, adjacent to the intersection of North Military Trail and Dyer Boulevard, prior to the issuance of a Certificate of Occupancy.

SECTION 3. The associated site plan, landscape plan, and building elevations are attached hereto and made a part of this Resolution as Exhibit "A", "B", and "C".

SECTION 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 6TH day of JULY, 2016.

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APPROVED:



THOMAS A. MASTERS
MAYOR



TERENCE D. DAVIS
CHAIRPERSON

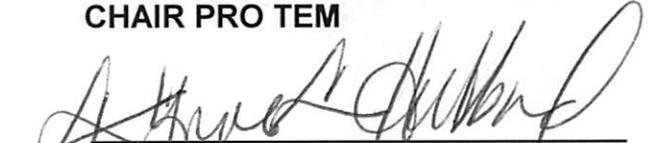
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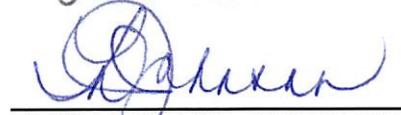
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



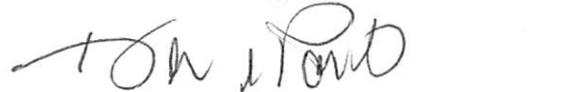
KaSHAMBA L. MILLER-ANDERSON
CHAIR PRO TEM



LYNNE E. HUBBARD
COUNCILPERSON



TONYA DAVIS JOHNSON
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON

MOTIONED BY: T. DAVIS JOHNSON

SECONDED BY: D. PARDO

L. HUBBARD AYE

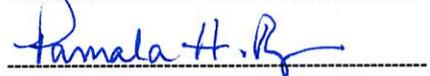
K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 7/15/16

RESOLUTION NO. 90-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING AUTHORIZATION TO PROCURE PALO ALTO FIREWALL SECURITY DEVICES IN THE AMOUNT OF \$291,849.78 FROM ACCOUNT 312-0243-516-0-6351; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 15, 2015 the City approved Resolution 89-15 adopting an Information Technology Strategic Master Plan (Master Plan); and

WHEREAS, an obsolete Firewall Infrastructure was identified that includes two security firewalls that cannot complete failover and provide adequate security for the City; and

WHEREAS, the Master Plan recommended upgrading the current Firewall Security Devices; and

WHEREAS, Information Technology's generated a Security Report detailing all the security exploits and holes that the Information Technology Division needs to protect; and

WHEREAS, Security threats evolve daily. With new viruses, worms, and malicious attacks created every day to exploit weaknesses in networks and steal the City's Confidential data, a strong secure set of managed firewalls is an extreme necessity.

WHEREAS, the Purchasing Division reviewed competitive quotes for Firewall Security Devices; and

WHEREAS, it has been determined that the Palo Alto Firewall Security Device provides the best value.

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

SECTION 1. The City Council authorizes the Mayor to execute the agreement to purchase Palo Alto Firewall Devices for \$291,849.78.

SECTION 2. The Director of Finance and Administrative Services is authorized to make payment from account 312-0243-516-0-6351.

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

PASSED AND APPROVED THIS 6TH DAY OF JULY, 2016.

APPROVED:



THOMAS A. MASTERS
MAYOR

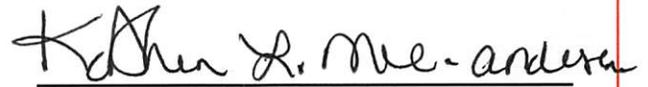


TERENCE D. DAVIS
CHAIRPERSON

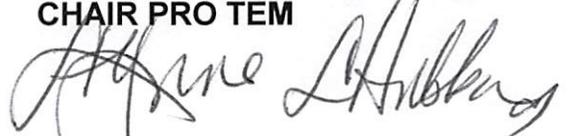
ATTEST:



CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



KaSHAMBA L. MILLER-ANDERSON
CHAIR PRO TEM



LYNNE L. HUBBARD
COUNCILPERSON



TONYA DAVIS JOHNSON
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS JOHNSON

L. HUBBARD AYE

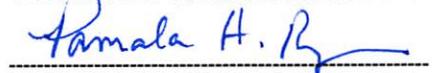
K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO AYE

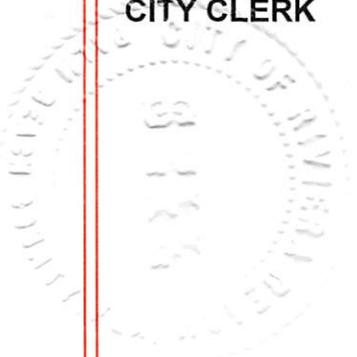
T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 7/5/16



RESOLUTION NO. 69-16

A RESOLUTION OF THE CITY COUNCIL OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FIRST ONE-YEAR EXTENSION OF THE CONTRACT FOR FINANCIAL ADVISOR/PROFESSIONAL SERVICES WITH PUBLIC FINANCIAL MANAGEMENT, INC. AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID EXTENSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance to the City of Riviera Beach (the City) Debt Management Policy, the City is responsible for establishing a solicitation and selecting process for securing professional services that are required to develop and implement the City's debt program; and

WHEREAS, the City shall employ a financial advisors team to provide specialize professional services in the form of financial analysis, debt structuring and issuance services, and financial due diligence for major public/private development projects; and

WHEREAS, on February 7, 2013, the City issued a Request for Proposals (RFP 381-13) seeking proposals from qualified and responsible firms to fulfill the role of the Financial Advisor; and

WHEREAS, Public Financial Management, Inc. was unanimously selected by an Evaluation Committee; and

WHEREAS, the City entered into a three year Contract for Financial Advisor/ Professional Service with Public Financial Management, Inc. on June 5, 2013, to provide professional/consultation services in the area of developing financing strategy and consultation, with two optional one year renewals, at the City's discretion that would extend to June 4, 2018, unless amended and agreed by the City and Public Financial Management, Inc.; and

WHEREAS, the City and Public Financial Management, Inc. desires to extend the contract's expiration date from June 5, 2016 to June 4, 2017; and

WHEREAS, the City desires for Public Financial Management, Inc. to continue their efforts in providing financial advisory services.

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

SECTION 1. The City Council authorizes an extension in the Contract for Financial Advisors/Professional Services with Public Financial Management, Inc. to June 4, 2017.

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

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

PASSED AND APPROVED THIS 6th DAY OF JULY, 2016.

APPROVED:



THOMAS A. MASTERS
MAYOR



TERENCE D. DAVIS
CHAIRPERSON

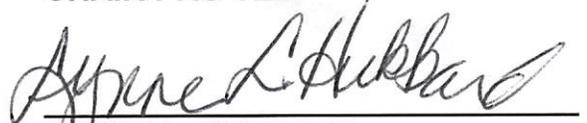
ATTEST:



CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



KaSHAMBA L. MILLER-ANDERSON
CHAIR PRO TEM



LYNNE L. HUBBARD
COUNCILPERSON



TONYA DAVIS JOHNSON
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS JOHNSON

L. HUBBARD AYE

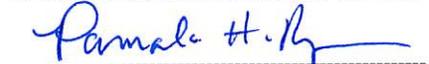
K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 7/5/16

**CITY OF RIVIERA BEACH
AMENDMENT TO THE CONTRACT FOR FINANCIAL ADVISOR/
PROFESSIONAL SERVICES**

This Amendment extending the Contract for Financial Advisor/Professional Services made and entered into this 6th day of JULY, 2016, by and between the City of Riviera Beach, Palm Beach County, Florida, a municipal government existing under the laws of the State of Florida, hereinafter referred to as the "City", whose mailing address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404 and Public Financial Management, Inc. a corporation authorized to do business in the State of Florida, whose mailing address is 255 Alhambra Circle, Suite 404, Coral Gables, Florida, 33134 and whose Federal I.D. Number is 23-1992164.

WHEREAS, the City entered into a three year Contract for Financial Advisor/Professional Services with Public Financial Management, Inc. on June 5, 2013 to provide professional/consultation services in the area of developing financing strategy and consultation, with two optional one year renewals, at the City's discretion, and

WHEREAS, the City and Public Financial Management, Inc. desires to extend the contract's expiration date from June 5, 2016 to June 4, 2017.

NOW THEREFORE, in consideration of the mutual promises contained herein, the City and Public Financial Management, Inc. agree as follows:

SECTION 1. The Contract for Financial Advisor/Professional Services, is hereby extended until June 4, 2017 unless otherwise extended under the terms of the original contract.

SECTION 2. In all other respects, the terms of the contract shall remain in full force and effect, and the parties agree to perform all duties and obligations as set forth therein.

SIGNATURES ON FOLLOWING PAGE

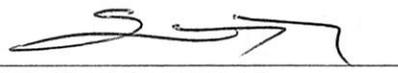
AMENDMENT TO THE CONTRACT FOR FINANCIAL ADVISORS/PROFESSIONAL SERVICES

In witness whereof: the Parties unto this Amendment have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

PUBLIC FINANCIAL MANAGEMENT,
INC.

BY: 
THOMAS A. MASTERS
MAYOR

BY: 
SERGIO MASVIDAL
MANAGING DIRECTOR

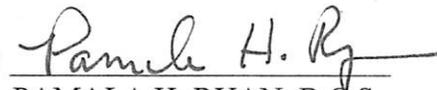
DATE: JULY 6, 2016

DATE: May 5, 2016

BY: 
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

DATE: 7-6-16

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

DATE: 5/10/16