

RESOLUTION NO. 91-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AMENDING SECTION 3 OF RESOLUTION NUMBER 116-12 BY CHANGING THE START TIME OF REGULAR CITY COUNCIL MEETINGS FROM 5:30 P.M. TO 6:00 P.M. WITH THE PUBLIC COMMENT PORTION TO BEGIN AT APPROXIMATELY 7:30 P.M. OR IMMEDIATELY THEREAFTER; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Council, at its June 15, 2016 Regular City Council Meeting, discussed changing the start time of its regular meetings to address the concerns of citizen attendance and participation; and

**WHEREAS**, there was a consensus to change the start time of the Regular City Council Meetings in an effort to encourage attendance and participation.

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

**Section 1.** That Regular City Council Meetings shall begin at 6:00 p.m. and adjourn at 10:00 p.m. unless extended by a motion of the City Council.

**Section 2.** That the Public Comments portion shall begin at approximately 7:30 p.m. or immediately thereafter unless the City's business is completed sooner, in which event Public Comments will begin sooner.

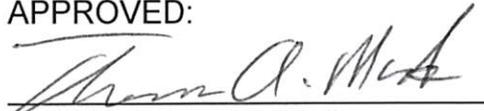
**Section 3.** That the City Council may change by majority vote any of the noted times as necessary.

**Section 4.** This resolution shall take effect on September 1, 2016.

**PASSED and APPROVED this 20TH day of JULY, 20 16.**

SIGNATURES ON FOLLOWING PAGE

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

(MUNICIPAL SEAL)

ATTEST

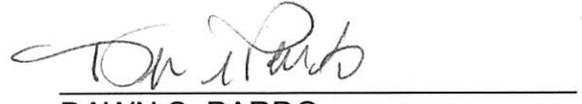
  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

  
TERENCE D. DAVIS  
CHAIRPERSON

  
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 OUT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 7/20/16

RESOLUTION NO. 92-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING FIRE RESCUE TO EXECUTE A PIGGYBACK OF THE AGREEMENT BETWEEN THE STATE OF FLORIDA AND CARDINAL HEALTH FOR THE PURCHASE OF EMS MEDICATIONS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Fire Rescue provides Emergency Medical Services to the citizens and visitors of the community; and

**WHEREAS**, The State of Florida has an existing agreement with Cardinal Health for the purchase of medications; and

**WHEREAS**, Fire Rescue is requesting the approval of a piggyback of the agreement between the state of Florida and Cardinal Health.

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

**Section 1:** Fire Rescue is authorized to execute a piggyback of the agreement between the state of Florida and Cardinal Health.

**Section 2:** the Finance Director is authorized to make payments to Cardinal Health under the terms of the piggyback agreement

**Section 3:** This Resolution shall take effect upon its passage and approval by City Council.

PASS AND APPROVED THIS 20<sup>TH</sup> DAY OF JULY, 2016.

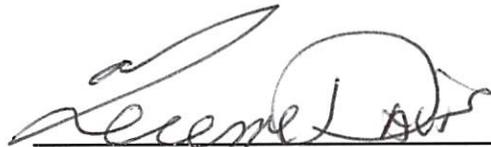
RESOLUTION NO. 92-16

PAGE 2

APPROVED:



**THOMAS A. MASTERS**  
MAYOR



**TERENCE D. DAVIS**  
CHAIRPERSON

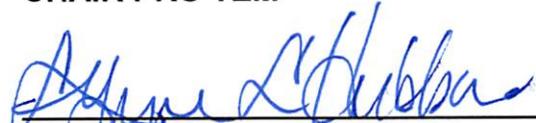
ATTEST:



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



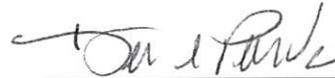
**KASHAMBA L. MILLER-ANDERSON**  
CHAIR PRO TEM



**LYNNE L. HUBBARD**  
COUNCILPERSON



**TONYA DAVIS JOHNSON**  
COUNCILPERSON



**DAWN S. PARDO**  
COUNCILPERSON

MOTIONED BY: T. DAVIS JOHNSON

SECONDED BY: L. HUBBARD

L. HUBBARD AYE

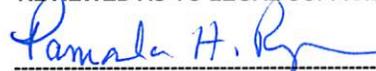
K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO OUT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 7/20/16

RESOLUTION NO. 93-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING FIRE RESCUE TO PURCHASE FORTY-FIVE (45) SETS OF FIRE FIGHTER PROTECTIVE CLOTHING UNDER THE PALM BEACH COUNTY BID 14-045/LC, AND FORTY-FIVE (45) EMERGENCY DESCENDING CLASS 2 HARNESSES AND BAIL OUT POCKETS, UNDER THE LAKE COUNTY BID #12-0806, FROM MUNICIPAL EQUIPMENT COMPANY LLC, IN THE TOTAL AMOUNT OF \$101,826.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PURCHASE CONTRACT; AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBER 310-0920-522-0-6454; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Council approved the funding for Fire Rescue's Fire Fighter Protective Clothing in the 2015/16 fiscal budget; and

**WHEREAS**, staff is requesting approval to purchase forty-five (45) sets of firefighting protective clothing under the Palm Beach County Bid 14-045/LC, and forty-five (45) emergency Class 2 harnesses and under Lake County Contract# 12-0806M from Municipal Equipment Company, LLC of Orlando Florida; and

**WHEREAS**, Municipal Equipment Company, LLC of Orlando Florida will assemble and integrate the harnesses into the firefighting protective clothing.

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

**Section 1:** That Staff is authorized to purchase by piggyback, forty-five (45) sets of Fire Fighting Protective Clothing from Municipal Equipment Company, LLC of Orlando Florida under Palm Beach County Bid 14-045/LC in the amount of \$89,775.00.

**Section 2:** That Staff is authorized to purchase by piggyback, forty-five (45) emergency descending class 2 harnesses and bail out pockets from Municipal Equipment Company, LLC of Orlando Florida under the Lake County Contract# 12-0806M in the amount of \$ 12,051.00

**Section 3:** That the Mayor and City Clerk are authorized to execute a purchase contract with Municipal Equipment Company, LLC.

**Section 4:** That the Mayor and Finance Director are authorized to make payment to Municipal Equipment Company, LLC in the amount of \$101,826.00 from account number 310-0920-522-0-6454.

RESOLUTION NO. 93-16

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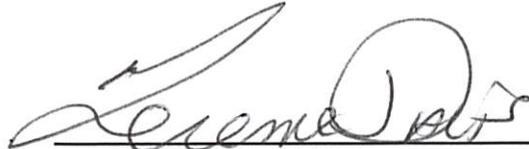
**Section 5:** This Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED THIS 20 DAY OF JULY, 2016.

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APPROVED:

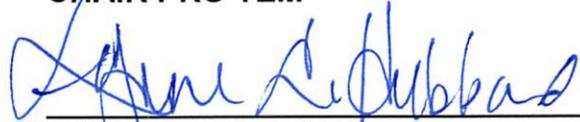
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

  
\_\_\_\_\_  
TERENCE D. DAVIS  
CHAIRPERSON

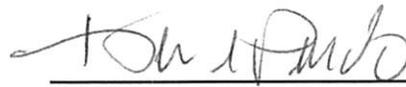
ATTEST:

  
\_\_\_\_\_  
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: T. DAVIS JOHNSON

SECONDED BY: L. HUBBARD

L. HUBBARD AYE

K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO OUT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 7/20/16

## MATERIALS AND/OR SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 28 day of July, 2016 by and between Municipal Equipment Company, LLC., hereinafter referred to as "Independent Contractor," whose mailing address is 2049 West Central Boulevard, Orlando, FL 32805 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.

WHEREAS, Palm Beach County, FL posted an Invitation to Bid, to wit, Bid No.: 14-045/LC hereinafter the "PBC Bid" for Fire Protective Equipment Ensemble, the terms of which are incorporated herein by reference, and Lake County, FL posted an Invitation to Bid, to wit, Bid No.12-0806 hereinafter the "LC Bid" for rappelling class 2 harness and bailout pocket, the terms of which are also incorporated herein by reference; and

WHEREAS, Independent Contractor was the successful responsible bidder for the gear; and

WHEREAS, the Palm Beach County Bid and Lake County Bid allowed for and encouraged the successful bidder to extend such terms and conditions to other governmental agencies; and

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

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

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Palm Beach County and Lake County Bids.
2. To the extent that there exists a conflict between the Bid and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.
3. That the City does hereby retain the services of the Independent Contractor for the purpose of providing specialty gear: forty five (45) sets of firefighter's protective clothing which includes Lion Janesville #CVBM-32 Jacket, Lion Janesville #PVFM Trouser with belt and suspenders, and Lion Janesville letter patch with last name. Additionally provide forty-five (45) # BHS029 Class 2 emergency escape harnesses with a # FB1030 Escape pocket for each Trouser.
4. Work must begin within fourteen (14) calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure its full completion within (90) days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this agreement.
5. If the contract work is not fully complete according to the terms of this Agreement 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) for each day elapsing between 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 section 21, herein.
6. The City agrees to compensate the Independent Contractor in the amount not to exceed \$101,826.00, as set forth in more detail in the quotation and fee proposal dated May 25, 2016 listed as Riviera Beach Fire Rescue Worksheet for Specifications, Revision 6152-5. 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 Independent

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 herein or in an exhibit.

7. This Agreement may be terminated by either party with or without cause upon thirty days (30) days prior written notice. In the event that the City terminates this Agreement, for any reason whatsoever, the Independent Contractor understands and agrees that he/she shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Agreement.

8. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.

9. 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.

10. 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.

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

12. 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.

13. 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.

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 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.

16. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 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.

17. The Independent Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

18. 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."

19. 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 or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

20. 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, 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.

21. 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. 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 Independent Contractor's request, the City shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the City, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the City or its employees, or by any other 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 Independent Contractor's control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

22. 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.

23. 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 effect the Independent Contractor's ability to meet the completion dates or schedules of this Agreement. If the City so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change.

24. If the City elects to make the change, the City shall initiate an Agreement 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 Manager for the City.

25. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Agreement shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Upon receipt of notice from the City of failure or defect 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 Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work at the expense of the Independent Contractor.

26. The Independent 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 Agreement. 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 Independent 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.

27. Until acceptance of the work by the City, the City's property shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the Independent 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.

28. 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.

29. 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.

30. 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.

31. Time is of the essence in all respects under this agreement.

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

33. The 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 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 Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the 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 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, Dean Mealy, City Purchasing Manager 561.845.3477, [DMealy@RivieraBeh.com](mailto:DMealy@RivieraBeh.com), 2051 MLK Blvd, Suite 310, Riviera Beach, FL. 33404.**

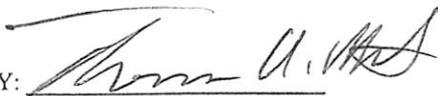
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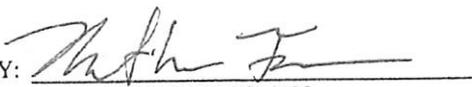
AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

MUNICIPAL EQUIPMENT COMPANY, LLC.

BY:   
THOMAS A. MASTERS  
MAYOR

BY:   
MATHEW FENNEMAN  
PRESIDENT

ATTEST:

(SEAL)

BY:   
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
Andrew Degraffenreidt, III  
CITY ATTORNEY

BY:   
DEAN MEALY  
PURCHASING DIRECTOR

DATE: 

RESOLUTION NO. 94-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN CAREERSOURCE PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH, FLORIDA; ACCEPTING FUNDING IN THE AMOUNT OF \$40,000 TO PROVIDE REENTRY SUPPORT SERVICES FOR CLIENTS IN THE PREPARE PROGRAM HOUSED IN THE PALM BEACH COUNTY JAIL; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR THE SAME AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Riviera Beach Justice Service Center continues their commitment to successful offender reentry; and

**WHEREAS**, the Palm Beach County CareerSource seeks to expand employment and reentry services to the Palm Beach County Jail through the PREPARE project. Justice Service Center meets the requirements for administering offender reentry services; and

**WHEREAS**, the City of Riviera Beach and CareerSource presented a proposal in accordance with the Palm Beach County Criminal Justice Commission Reentry Task Force's 5-Year Strategic Plan; and

**WHEREAS**, the City of Riviera Beach has been awarded grant funds in the amount of Forty Thousand dollars (\$40,000) for reentry efforts in the PREPARE Initiative.

**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 the Interlocal Agreement between the City of Riviera Beach and CareerSource Palm Beach County for the Justice Service Center.

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PAGE 2

**SECTION 2.** The Finance Director is authorized to set up a budget for the same: Revenue not to exceed \$40,000;

Expenditures:

Salaries and Benefits: (1 Full-time employee) \$40,000

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

**PASSED AND APPROVED this 20<sup>TH</sup> day of JULY, 2016.**

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Thomas A. Masters  
THOMAS A. MASTERS  
MAYOR

Terence D. Davis  
TERENCE D. DAVIS  
CHAIRPERSON

ATTEST:

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

Kashamba L. Miller-Anderson  
KASHAMBA L. MILLER-ANDERSON  
CHAIR PRO TEM

Lynne L. Hubbard  
LYNNE L. HUBBARD  
COUNCILPERSON

Tonya Davis Johnson  
TONYA DAVIS JOHNSON  
COUNCILPERSON

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

DATE: 7/20/16

RESOLUTION NO. 95-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SETTING THE MAXIMUM MILLAGE RATE FOR FISCAL YEAR 2016-2017 AT A RATE OF 8.4520 MILLS AND SETTING THURSDAY, SEPTEMBER 8, 2016 AT 5:30 P.M. FOR THE DATE AND TIME OF THE FIRST PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Riviera Beach City Council is required by Truth in Millage Compliance to set the maximum millage rate; and

**WHEREAS**, the City is also required to set the time and date of the first Public Hearing in September; and

**WHEREAS**, the public hearing cannot be the same date as the Board of County Commissioners or the School Board.

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

**SECTION 1.** The City Council set the maximum millage at 8.4520 mills for fiscal year 2016-2017.

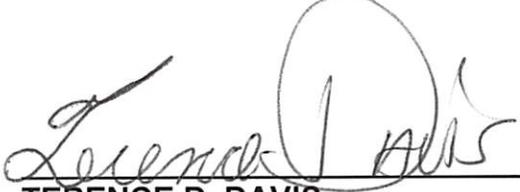
**SECTION 2.** That the first public hearing be held in the City Council Chambers on Thursday, September 8, 2016 at 5:30 p.m.

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

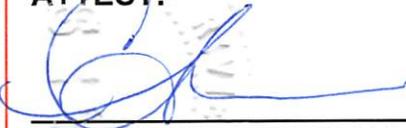
**PASSED and APPROVED** this 20<sup>th</sup> day of JULY, 2016.

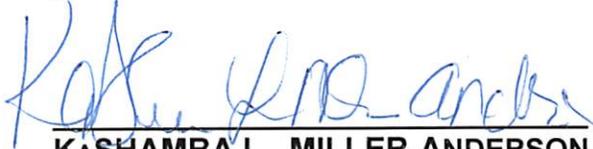
APPROVED:

  
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THOMAS A. MASTERS  
MAYOR

  
\_\_\_\_\_  
TERENCE D. DAVIS  
CHAIRPERSON

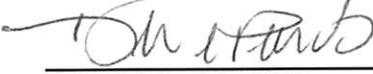
ATTEST:

  
\_\_\_\_\_  
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: L. HUBBARD

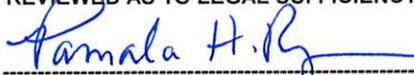
L. HUBBARD AYE

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: 7/20/16

**RESOLUTION NO. 96-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE RENEWAL OF HEALTH CARE BENEFIT COVERAGE WITH AETNA HEALTH CARE OF FLORIDA, AND AUTHORIZING THE DIRECTOR FINANCE & ADMINISTRATIVE SERVICES TO MAKE PAYMENTS FROM VARIOUS CITY DEPARTMENTAL ACCOUNTS IN THE ESTIMATED AMOUNT OF \$5,878,964.00 FOR HEALTH INSURANCE AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach is in need of renewing its health insurances; and

**WHEREAS**, this year's market trend for health insurance rate of increase is 7%; and;

**WHEREAS**, City staff received a renewal rate with a 3.5% increase from AETNA Health Care of Florida; and;

**WHEREAS**, a workshop with the City Council was held; and staff recommends renewing the Health insurance coverage with Aetna Health.

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

**SECTION 1.** That is hereby authorized to bind coverage for health insurances with Aetna health for a period of one (1) year commencing October 1, 2016 through September 30, 2017.

**SECTION 2.** That the Director of Finance & Administrative Services is authorized to make payment for the City's contribution to the health insurance costs from various City departmental accounts in the estimated annual amount of \$5,878,964.00 for health insurance.

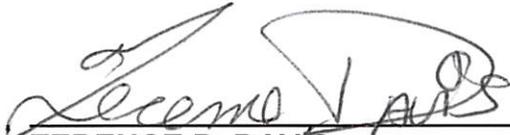
**SECTION 3.** That this resolution shall take effect immediately upon its passage and approval by the City Council.

RESOLUTION NO. 96-16

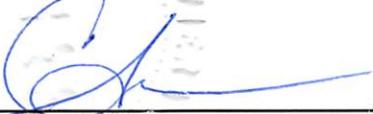
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APPROVED:

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

  
\_\_\_\_\_  
TERENCE D. DAVIS  
CHAIRPERSON

ATTEST:

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

  
\_\_\_\_\_  
KASHAMBA L. MILLER-ANDERSON  
CHAIR PRO TEM

  
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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: 7/20/16

RESOLUTION NO. 97-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE RENEWAL OF DENTAL INSURANCE COVERAGE WITH SOLSTICE BENEFITS, INC., 7901 SW 6<sup>TH</sup> COURT, #400, PLANTATION, FL 33324 TO PROVIDE DENTAL AND VOLUNTARY VISION INSURANCE FOR CITY EMPLOYEES FOR THE POLICY YEAR 2016-2017; AND AUTHORIZING THE DIRECTOR FINANCE & ADMINISTRATIVE SERVICES TO MAKE PAYMENTS FROM VARIOUS CITY DEPARTEMENTAL ACCOUNTS IN THE ESTIMATED ANNUAL TOTAL AMOUNT OF \$57,000.00 FOR DENTAL INSURANCES; PERIOD BEGINNING OCTOBER 1, 2016- SEPTEMBER 30, 2017; PROVIDING ONE (1) ADDITIONAL TWELVE MONTH RENEWAL OPTION BASED UPON THE MUTUAL CONSENT OF THE PARTIES AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach is in need of renewing its dental and Vision insurances; and

**WHEREAS**, an RFP was placed FY 2015 and three (3) responses were received; and;

**WHEREAS**, the City Council approved Resolution No. 118.15 which provided for two (2) additional twelve months renewal options based upon the mutual consent of the parties.

**WHEREAS**, the City and Solstice desires to take advantage of this mutual consent extending the expiration date from September 30, 2016 date to September 30, 2017; and

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

**SECTION 1.** That the City Council authorizes the extension of the binding of coverage for Dental and Vision Insurances with Solstices benefits to September 30, 2017.

**SECTION 2.** That the Director of Finance & Administrative Services is authorized to make payment for the City's contribution to the dental insurance costs from various City departmental accounts in the estimated annual amount of \$57,000.00 for dental insurance.

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

RESOLUTION NO. 97-16  
PAGE 2

PASSED and APPROVED this 20<sup>TH</sup> 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



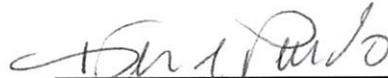
KASHAMBA L. MILLER-ANDERSON  
CHAIR PRO TEM



LYNNE L. HUBBARD  
COUNCILPERSON



TONYA DAVIS JOHNSON  
COUNCILPERSON



DAWN S. PARDO  
COUNCILPERSON

MOTIONED BY: 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: 7/20/16

RESOLUTION NO. 66-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, CONFIRMING THE CITY MANAGER'S RECOMMENDATION TO HAVE GSF FLORIDA RETAIL, LLC IMPLEMENT OPTION "A" AS PROVIDED IN DESMAN, INC.'S REPORT FOR THE OCEAN MALL PARKING LOT IMPROVEMENT PROJECT; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Council has identified the need to implement a paid parking system at the Ocean Mall,

**WHEREAS**, on March 19, 2014, the City and GSF Florida Retail, LLC (GSF) entered into a Third Amendment of the Ocean Mall Lease (Lease) which amended Section 4(d) of the Lease by granting to the City all rights to parking revenue,

**WHEREAS**, on March 2, 2016 under the Fourth Amendment of the Lease GSF agreed to install, at its cost, a parking system for the city,

**WHEREAS**, the Fourth Amendment of the Agreement provided the City 60 days to recommend a parking system,

**WHEREAS**, after review of recommendations by DESMAN, Inc., the City Manager has recommended to have GSF implement Option "A" as provided in DESMAN, Inc.'s Parking Lot Improvement Project,

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

**SECTION 1.** The City Council confirms the recommendation of Option "A" of the Ocean Mall Parking Lot Improvement Project as submitted by DESMAN, Inc.

**Section 2.** This Resolution shall take effect upon its passage and approval by the City Council.

**PASSED AND APPROVED THIS 20<sup>TH</sup> DAY OF JULY, 2016.**

APPROVED:

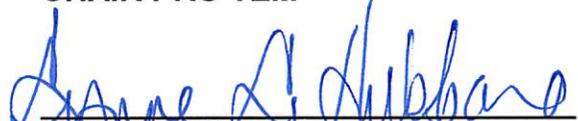
  
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THOMAS A. MASTERS  
MAYOR

  
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TERENCE D. DAVIS  
CHAIRPERSON

ATTEST:

  
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CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

  
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KASHAMBAL. MILLER-ANDERSON  
CHAIR PRO TEM

  
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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: 7/20/16

RESOLUTION NO. 67-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED A CONTRACT TO DESMAN, INC. TO PROVIDE PARKING CONSULTANT SERVICES FOR AN AMOUNT NOT TO EXCEED \$200,000 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAME; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City does not currently operate a parking system,

**WHEREAS**, The City is in need of parking consulting services to develop a parking master plan, and

**WHEREAS**, The City issued RFP580-15 on December 27, 2015 for Parking Consultant Services, and

**WHEREAS**, on February 23, 2016 an evaluation committee consisting of the Deputy City Manager, Director of Finance and Administrative Services, City Engineer, Principal Planner, CRA Director of Planning and Development and Senior Procurement Specialist, convened to review and discuss the responses to the RFP, and

**WHEREAS**, after evaluation of presentations DESMAN, Inc. was selected to provide Parking Consultant Services to the City.

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

**Section 1.** The City Council awards the contract to provide parking consultant services to DESMAN, Inc.

**Section 2.** That the Mayor and City Clerk are authorized to execute the contract.

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

PASS AND APPROVED THIS 20<sup>TH</sup> DAY OF JULY, 2016.

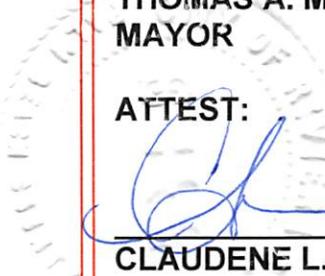
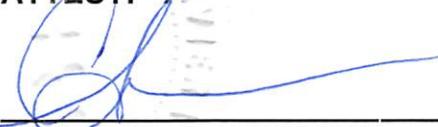
RESOLUTION NO. 67-16  
PAGE 2

APPROVED:

  
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THOMAS A. MASTERS  
MAYOR

  
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TERENCE D. DAVIS  
CHAIRPERSON

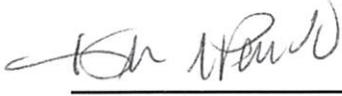
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CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

  
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KASHAMBA L. MILLER-ANDERSON  
CHAIR PRO TEM

  
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COUNCILPERSON

  
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TONYA DAVIS JOHNSON  
COUNCILPERSON

  
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DAWN S. PARDO  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: L. HUBBARD

L. HUBBARD AYE

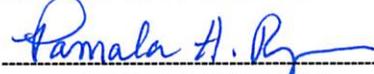
K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 7/20/16

**CONTRACT FOR  
PARKING CONSULTING SERVICES**

This Contract is made as of this 6<sup>th</sup> day of July 2016, by and between the City of Riviera Beach, Florida, a municipal government existing under the laws of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and DESMAN, INC., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 11-2709775.

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

**ARTICLE 1 - SERVICES**

The CONSULTANT's responsibility under this Contract is to provide Parking Consulting Services as detailed in RFP 580-15 and as set forth more fully in the Scope of Work detailed in Exhibit "A", attached hereto and made part hereof.

The CITY's representative/liason during the performance of this Contract shall be Randy M. Sherman, Director of Finance and Administrative Services, 561-845-4040 or rsherman@rivierabch.com.

**ARTICLE 2 - SCHEDULE**

- A. Services to be rendered by the Parking Consultant shall be for an initial period of three years ending April 5, 2019 with two optional one year renewals, at the City's discretion, that would extend this agreement to April 5, 2021. In no case shall this agreement, unless amended by the City and agreed to by the City and Parking Consultant, extend past April 5, 2021.
- B. The Contract shall terminate at the City's discretion any time provided the City has provided the Parking Consultant at least 30 days prior written notice or at the Parking Consultant's discretion any time the Parking Consultant has provided the City at least 30 days' prior written notice.

**ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. Generally - The CITY agrees to compensate the CONSULTANT in accordance with Exhibit "B". The total and cumulative amount of this Contract shall not exceed \$200,000 or the amount of funds budgeted for these services. The CITY shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the CONSULTANT providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit "A", without specific, prior approval of the City's representative.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Contract. Invoices will then be sent to the Finance Department for payment and will normally be paid within thirty (30) days following the CITY representative's approval.
- C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually

incurred and necessary in the performance of the Scope of Work described in this Contract as Exhibit "A". If eligible for reimbursement, the Finance Department requires that long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals or lodging expenses, which may be reimbursable under the terms of this Contract, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

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

Payments to the CONSULTANT shall be sent to:

**DESMAN, Inc.**  
**ATTN: Christopher Romano**  
**49 West 37<sup>th</sup>. Street, 5<sup>th</sup>. Floor**  
**New York, NY 10018**

#### **ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE**

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

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

#### **ARTICLE 5 - TERMINATION**

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

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

#### **ARTICLE 6 - PERSONNEL**

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

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

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

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

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

#### **ARTICLE 7 - SUBCONTRACTING**

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

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

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

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

## **ARTICLE 8 – SBE PARTICIPATION**

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

## **ARTICLE 9 - FEDERAL AND STATE TAX**

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

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

## **ARTICLE 10 - AVAILABILITY OF FUNDS**

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

## **ARTICLE 11 - INSURANCE**

- A. Prior to execution of this Contract by the CITY, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY's representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000.00 per occurrence/\$1,000,000.00 annual aggregate to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from

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

- E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes; \$1,000,000.00 per accident, \$1,000,000.00 disease each employee, and \$1,000,000.00 disease policy limit. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, such party shall then, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.
- F. The parties to this Contract shall maintain, during the life of this Contract, Employee Liability Insurance in the amount of \$1,000,000.00 per occurrence.
- G. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured."

#### **ARTICLE 12 - INDEMNIFICATION**

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

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

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

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

#### **ARTICLE 13 - SUCCESSORS AND ASSIGNS**

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any

personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

**ARTICLE 14 - VENUE**

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

**ARTICLE 15 - REMEDIES**

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

**ARTICLE 16 - CONFLICT OF INTEREST**

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

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

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

## **ARTICLE 17 – DELAYS AND EXTENSION OF TIME**

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

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

If the CONSULTANT is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other consultant employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONSULTANT's control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

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

## **ARTICLE 18 - INDEBTEDNESS**

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

## **ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall 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 CONSULTANT 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 Contractor or keep and maintain public records required by the City to perform the service. If the CONSULTANT transfers all public records to the City upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT The Finance Department located at 600 West Blue Heron Blvd., Riviera Beach, Florida 561-845-4040 [rsherman@rivierabch.com](mailto:rsherman@rivierabch.com).**

#### **ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

#### **ARTICLE 21 - CONTINGENT FEES**

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

#### **ARTICLE 22 - ACCESS AND AUDITS**

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

**ARTICLE 23 - NONDISCRIMINATION**

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

**ARTICLE 24 - ENFORCEMENT COSTS**

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

**ARTICLE 25 - AUTHORITY TO PRACTICE**

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

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

**ARTICLE 26 - SEVERABILITY**

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

**ARTICLE 27 - PUBLIC ENTITY CRIMES**

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

**ARTICLE 28 - MODIFICATIONS OF WORK**

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

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

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

**ARTICLE 29 - NOTICE**

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

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

If sent to the CONSULTANT shall be mailed to:

**DESMAN, Inc.  
ATTN: Chris Luz  
2881 East Oakland Park Blvd., Ste. 209  
Fort Lauderdale, FL 33306  
cluz@desman.com**

**ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

**ARTICLE 31 – PROTECTION OF WORK AND PROPERTY**

The CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect the CITY's property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONSULTANT shall provide any necessary materials to maintain such protection.

**ARTICLE 32 – TIME**

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

### **ARTICLE 33 - TERMINOLOGY AND CAPTIONS**

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

### **ARTICLE 34 - WAIVER**

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

### **ARTICLE 35 - PREPARATION**

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

### **ARTICLE 36 - MATERIALITY**

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

### **ARTICLE 37 - REPRESENTATIONS/BINDING AUTHORITY**

CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Timothy Tracy, hereby represents to the CITY that DESMAN, Inc. has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

### **ARTICLE 38 - EXHIBITS**

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

### **ARTICLE 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract consists of this Contract and all exhibits attached hereto. The CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that a conflict exists between this Contract and the exhibits, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

#### **ARTICLE 40 - LEGAL EFFECT**

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

#### **ARTICLE 41 - NOTICE OF COMPLAINTS OR SUITS**

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

#### **ARTICLE 42 – SURVIVABILITY**

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

#### **ARTICLE 43 - DEFAULT**

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

- a. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT;
- b. The filing of any judgment lien against the assets of the CONSULTANT related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT; or
- c. The filing of a petition by or against the CONSULTANT for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONSULTANT or the CONSULTANT's property; or an assignment by the CONSULTANT for the benefit of creditors; or the taking possession of the property of the CONSULTANT by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONSULTANT; or if a temporary or permanent receiver or trustee shall be appointed for the CONSULTANT or for the CONSULTANT's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

#### **ARTICLE 44 - WAIVER OF SUBROGATION**

The CONSULTANT hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONSULTANT shall agree to notify the insurer and request the policy be

endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis.

**ARTICLE 45 - RIGHT TO REVIEW**

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

**ARTICLE 46 – WAIVER OF TRIAL BY JURY**

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

**ARTICLE 47 – PALM BEACH COUNTY INSPECTOR GENERAL**

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

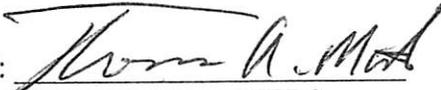
CONTRACT WITH THE CITY OF RIVIERA BEACH

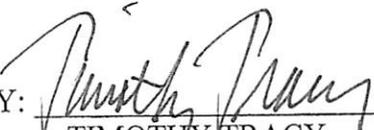
IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

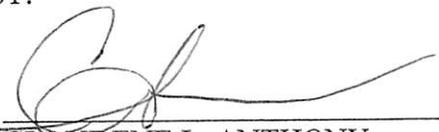
SEAL

CONSULTANT

BY:   
THOMAS A. MASTERS  
MAYOR

BY:   
TIMOTHY TRACY  
EXECUTIVE VICE PRESIDENT

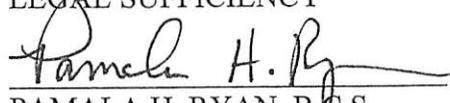
ATTEST:

BY:   
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
RANDY M. SHERMAN  
DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

Date: 4/4/16

## EXHIBIT A

### OVERVIEW

The Consultant shall prepare a comprehensive Parking Master Plan for the City. The Parking Master Plan shall address, but not be limited to:

- Parking program goals and objectives
- Parking program policies and procedures
- Parking standards and performance criteria
- Public parking opportunities throughout the City
- Parking solutions for specific public uses (parks, public facilities, beach)
- Identified zoning requirements
- Review of existing studies were applicable
- Regulations for commercial parking
- Management and regulation of on-street parking
- Enforcement of laws, regulations and codes concerning parking including adjudication
- Site specific plans for Ocean Mall property
- Site specific plans for the Marina District
- Program and operation assumptions
- Municipal parking facility fee study
- Parking permit program for City residents
- Occupancy study
- Parking demand and trip generation model, if applicable
- Design guidelines and scenario testing
- Operations and financial modeling and recommendations
- Feasibility recommendations and alternatives
- Proposed organization model including ordinances, personnel recommendations and outsourcing opportunities
- Development of coalitions and partnerships with business community organizations and major stakeholders, specifically identifying opportunities for long-term parking leasing

## EXHIBIT B - PARKING MASTER PLAN

### TASK 1 – PARKING GOALS AND OBJECTIVES

The first step is to define the role of parking in Riviera Beach. This is sometimes an iterative process depending on the specific needs of the community. If the desire is to organize parking services into an Enterprise Fund (a financially self-supporting system) than it is important to define both short-term and long-term management, operations and infrastructure needs and how parking revenue is anticipated to support those costs. The role of the CRA may be forecasting the ability to provide financial support to the parking system. The details of how the financial system is created will be evaluated in the Parking Master Plan, however, the decision to create a self-supporting parking system is part of this task.

Defining the role of parking needs to be further refined by setting standards and performance criteria, developing policies and procedures as well as assumptions as to how those services will be delivered.

- Parking program goals and objectives
- Parking standards and performance criteria
- Parking program policies and procedures
- Program and operating assumptions

DESMAN would like to meet with key City staff, key representatives on the CRA Board, as well as the CRA Director, and other City leaders or stakeholders as directed by the City. The findings of this task will set the framework for developing solutions and recommendations for all other tasks. The findings of this task will be summarized in a technical memorandum and submitted to the City for review and comment.

*The fee for this effort is estimated at \$4,800, including \$4,600 in labor and \$200 in expenses.*

### TASK 2 – PHYSICAL INVENTORY AND ANALYSIS

Physical inventory and analysis includes a snapshot review of current City parking operations and characteristics and then explores changes to that system in response to growth and potential operational changes. This task will focus on the Ocean Mall redevelopment area since the Marina area is under construction. Data collection activities include review and gathering of inventory and use data, maps, previously prepared reports, user surveys and drawings, as appropriate.

To most precisely estimate, or model, anticipated changes in parking demand, an accurate assessment of existing parking demand is critical. It is important to have existing on- and off-street public and private parking inventories and utilization. In this case, the inventory is primarily public. The parking use data should represent typical weekday and weekend peak periods, preferable during the tourist season. Parking space inventory will be collected, summarized and analyzed on a sub-area basis, by facility and location. Data and information available or included in current studies or previously prepared documents will be reviewed and incorporated, as appropriate, into the parking analysis.

Parking occupancy data and limited sampling to ascertain turnover and duration data is proposed to be collected during three different times for two different weeks during the peak season as summarized below. In addition, sampling of the County beach parking lot will be conducted several times during each survey day to ascertain the use characteristics of those facilities relative to the Ocean Mall facilities. This may be important data to have on-hand as the City considers paid parking and the County lot remains free.

## EXHIBIT B - PARKING MASTER PLAN

**Table 1 - Data Collection Effort**

	Wed	Fri	Sat	Totals
Periods	9am-8p	9am-10p	10am-10pm	
Operating Hours	11	13	12	36
No. of Staff	2	2	2	n/a
Total Staff Hrs	22	26	24	72
Total Staff Hours	44	52	48	144

Data collection is a time consuming and expensive task, but a critical element when it comes to developing support from the many stakeholders involved in working through and implementing recommendations.

The parking data collection effort will be summarized in a technical memorandum and submitted to the City for review. This memorandum sets the baseline for modelling future growth scenarios for this site.

*The fee for this effort is estimated at \$16,900, including \$16,600 in labor and \$300 in expenses.*

### **TASK 3 – PARKING MANAGEMENT AND OPERATIONS**

Because of the lack of available resources at the City, DESMAN will likely recommend a review of options for delivering all or part of the parking program through outsourcing. It is our understanding that currently, there is a need to develop recommendations for parking access and revenue control system for the Ocean Mall lots and parking areas within the initial 30-45 days.

Once Tasks 1 and 2 have been evaluated, DESMAN will have a solid understanding of what the short- and long- term parking system should encompass to support development and meet the City’s needs. Although there may be an immediate need for a parking structure already identified by the City for the Marina area plan, DESMAN believe the City should consider a feasibility study by DESMAN to review the site, number of spaces, constructability, program options, cost and financing to ensure the facility provides the best solution for the City. DESMAN believes there may be a number of parking management options that could extend the need for a structure for some time into the future based on actual development needs.

DESMAN’s approach to paid parking is that it provides a management tool that will allow the City to manage parking behavior to effectively use parking resources. It also creates a predictable revenue source that can be used to financially support the parking system according to the City’s goals.

Subtask 1 - DESMAN will review or recommend new parking regulations, zoning code requirements and restrictions, and create a fee schedule. Development plans will be reviewed and discussed with the City/CRA relative to the Goals and Objectives to determine the most effective recommendations for operational practices and policies regarding the following issues:

- Public parking market rate study
- Development of a Fee Schedule based on a Market Study
- Management and regulation of on- and off-street parking (metered and unmetered parking policies ordinances, regulations, fines, time limits)
- Enforcement - ticket writing and fee collection procedures
- Off-street long-term (permit) parking policies (ordinances, regulations, policies, rates, fines)
- Zoning codes and regulations (including regulations for commercial parking)
- Parking permit program and paid fee schedule for City residents

## EXHIBIT B - PARKING MASTER PLAN

- Enforcement of laws, regulations and codes concerning parking including adjudication
- Procedures to address security and safety of facilities (if warranted)

DESMAN will also review the connectivity of the pedestrian and vehicular system from parking areas to buildings, the beach or other destinations. Good connectivity (safety, lighting, shade, environment) can play a critical role in the success and effectiveness of a parking solution. DESMAN would evaluate pedestrian connectivity enhancements as a part of a PMP.

Other components of the parking system that will be reviewed and recommendations developed include:

- Anticipated changes in the parking system associated with paid parking in terms of demand, parking behavior and financial stability within the system
- Changes in policy and practice regarding the number and location of long-term (permits) spaces versus the number of short-term (visitor) spaces to be provided in parking facilities
- Potential for zoned parking fees reflecting supply/demand and destinations
- Guidelines for development of surface parking lots vs. structured parking
- Recommendations regarding the adequacy of transit or shuttle systems
- Vehicular access and circulation (including way-finding and mobile apps)
- Impact of technology on back office software, equipment (smart meters)
- Integration of mobile apps

Recommended changes in the parking system will be drafted and the impacts and benefits related to the following user-groups will be evaluated as appropriate:

- The business community
- The beachfront and Ocean Mall area
- Streets, roadways, intersection operations
- Meeting the needs of the Ocean Mall and Marina projects
- Aesthetic considerations
- Land value and land use
- Actual cost of parking as related to payment in lieu of parking
- Identification of future parking expansion sites
- Ease and timing of implementation of improvements
- Construction cost estimates

As part of Task 3, recommendations will be developed for Subtask A - Parking Access and Revenue Control System for the Ocean Mall Lot and Surrounding Public Area. In addition, Subtasks B, C and D includes the development of bid specifications, and management of the vendor selection, bid negotiation and installation and testing of the equipment as discussed below.

## EXHIBIT B - PARKING MASTER PLAN

### **Subtask A – Recommendation for Parking Access and Revenue Control System (PARCS) for Beach Mall Public Lot Areas**

1. The City will need to discuss the overall operational goals and objectives for the on- and off-street parking system with DESMAN so that we fully understand the necessary features and qualities associated with the preferred system. We will also work with the City to assist in identifying any potential physical impediments, obstructions or restricting circumstances that could complicate or prevent the installation of the equipment.
2. DESMAN will prepare best practices performance specifications for a smart parking meter system will be prepared by DESMAN and provided to the City for review, discussion and comment. The document will define the overall program goals and objectives, system features and capabilities, management and service to users, and the generic descriptions of the components and their intended purposes as well as any required new instructional signage.

### **Subtask B - Specifications and Bidding**

1. DESMAN will identify pre-qualified bidders to be submitted to the City for review. At such time a comprehensive list of pre-qualified bidders is agreed upon, a request for bids will be prepared along with and a short list of equipment product lines deemed to be acceptable to DESMAN and the City.
2. DESMAN and City will host a pre-bid conference to answer questions and clarify intent regarding the equipment and operating specifications and to highlight noteworthy features and installation considerations. Typically, the pre-bid conference includes a tour of the on-street parking system where the smart meters will be installed.
3. DESMAN will respond, in writing, to requests for alternate specification requests and further clarifications (requested by prospective bidders) during and after the pre-bid conference but before bid submissions are due.
4. DESMAN will review and evaluate bids, check bidder's references and the reliability and warranties of each bidder's smart parking meters equipment, visit comparable installations identified by the bidder/manufacturer, and complete a pricing comparison. DESMAN will prepare and submit a technical memorandum summarizing the review and recommending award of the project to the highest rated bidder based on the City's purchasing requirements and criteria.

### **Subtask C - System Installation**

The successful bidder shall be required to develop, obtain approval for and execute a comprehensive installation plan to ensure the timeliness and completeness of the installation of the smart parking meters project.

DESMAN will review the plan prior to seeking final acceptance and approval by the City. At a minimum, the comprehensive installation plan provided by the bidder should address the following:

1. Install the most recent and available versions of all hardware and software.
2. Provide a list of installation needs and pre-requisites at commencement of contract.
3. Provide an installation schedule with accurate dates.
4. Provide a list of logistical needs (i.e. street closures, temporary traffic flow changes, power supply feeds, street notifications, signage, etc.) required during the installation process.
5. Describe/agree to a work site cleanup plan, safety/security provisions/measures during/after the work process compatible with industry practices or with city requirements whichever is more stringent.

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6. Provide accurate and detailed records of all equipment and signage to be installed and/or to be provided as inventory including model numbers, install location, serial numbers, date of installation, date of purchase, etc.
7. Identify all third party installers and/or installation service subcontractors along with their qualifications and references from previous installation jobs in recent months.
8. Attend an on-site mobilization meeting at the commencement of installation.
9. Review all proposed installation modifications and/or a punch list of issues and questions that arise during installation and work with the City to get answers and resolve pending issues.
10. Visually observe the installation of the first sets of meters on-street.
11. All other measures required by the City.

### **Subtask D – Testing and Acceptance**

The bidder will need to work with DESMAN (and City when appropriate) to ensure the installation has been successful. The following measures will be coordinated between DESMAN and the bidder.

1. The bidder must work with and demonstrate to DESMAN that all of the meters comply with specifications upon receiving notice of completion of the installation.
2. The bidder must work with and demonstrate to DESMAN (using the central host computer) through tests that the software and reports generated by the system comply with specifications.
3. The bidder must work with and demonstrate to DESMAN the successful functionality of the central computer and associated software for an orderly shutdown in the event of power failure, including the use of battery backup, and backup and recovery systems.
4. If DESMAN determines that the bidder fails to meet any specifications or if the punch list items are not completed satisfactorily, or if testing needs to be repeated, a second and final test will be performed under this scope of services.

### **Exclusions for Subtasks A, B, C and D Scope**

Electrical, civil engineering, software/IT consulting and/or passive and active security professional services that may be needed for this assignment are not included in this scope of services.

### **Time of Performance**

The work effort described in Subtask A (recommendation of equipment) will be completed within 30 to 45 days upon receipt of authorization to proceed. Subtask B can be completed within six to eight weeks of notice to proceed depending on availability of City staff to meet, review, respond and/or provide necessary input. The completion of Subtask C and D have some flexibility but until we know more about the scope of the project, it is difficult to estimate. Similar installations have taken six to eight weeks depending on the time required by the City to review, approve, negotiate and execute a contract with the winning bidder. Furthermore, the schedule may be affected by the extent of any electrical and civil engineering services needed (if any) as part of the City's responsibility for providing adequate power and preparation of the site installation locations.

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The findings of this task will be summarized and presented to the City for review in a series of technical memoranda.

*The fee for this effort is separated into three subtasks:*

- *Subtask 1 – Evaluation and recommendations for the parking management and operations is estimated at \$12,500, including \$12,200 in labor and \$300 in expenses.*
- *Subtask A – Recommendation for parking access and revenue control system (PARCS) for the Beach Mall public lot areas - \$6,500.*
- *Subtask B - \$6,500*
- *Subtask C - \$11,400*
- *Subtask D - \$7,500*

### TASK 4 – PMP NEEDS AND FINANCIAL ANALYSIS

If the findings of the analyses in previous tasks indicates that additional parking facilities or significant equipment or improvements having significant costs are recommended, DESMAN will incorporate those costs in a series of proformas that will model anticipated costs over time. If a parking structure is part of the recommendations, then DESMAN would propose to conduct an evaluation to determine the most feasible and sustainable parking expansion.

Feasibility recommendations and alternatives would include:

- Public parking opportunities throughout the City
- Parking solutions for specific public uses (parks, public facilities, beach)
- Site specific plans for Ocean Mall property
- Site specific plans for the Marina District
- Potential for P3 solutions

Based on our experience in neighboring communities, we would suggest that a parking solution may exist in concert with a public private partnership that has not yet surfaced. Since we are not intimately familiar with your system at this time, we propose this discussion occur with the CRA and appropriate City staff to identify or discuss potential P3 solutions.

DESMAN's approach to parking facility and structure site feasibility studies involves the analysis of alternative sites interwoven with functional and aesthetic considerations. Often preliminary design analysis must often be performed to properly assess the suitability of alternate sites. DESMAN will analyze the potential placement of a building on the site, vehicular access points, adjacent roadway capacity and on-site vehicular and pedestrian circulation opportunities and constraints. Site availability constraints considered by DESMAN include site cost, public policy and regulations, highest and best use analysis, zoning restrictions, property easements and the character of the surrounding development.

The study will also address physical constraints such as existing site development demolition, drainage and utilities, excavation needs, other geotechnical requirements, surrounding elevations, space for construction staging, traffic management during construction and a minimum site footprint for efficient functional design of the parking structure.

DESMAN believes that the evaluation of potential parking expansion site alternatives must reflect the specific needs of the City. DESMAN will assist in evaluating each site in the most objective manner

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possible, weighting those criteria that are most important to the City. Tasks that may be appropriate for a new parking structure include:

- Confirmation of the need to expand the parking system
- Review of existing vehicular and pedestrian access and circulation patterns for their relationship to existing and proposed facility sites
- Determination of whether any existing facilities can be expanded to meet area parking needs
- Evaluation of private sector participation (such as valet or potential for P3)
- Identification of possible sites for new parking facilities
- Design guidelines and scenario testing including development of conceptual layouts as well as cost estimates based on local unit costs per space
- Evaluation of various alternatives on the basis of criteria
- Operations and financial modeling and recommendations

Positive and negative aspects of each alternative will be identified and a preferred alternative(s) recommended to the City for comment. Construction and other related costs estimates will be based on typical parking related costs in the area.

The information and recommendations resulting from this task will be implemented into the financial proforma analysis. This financial analysis will identify the parameters and recommended changes to the parking system necessary to maintain a financially stable system.

A critical element of the study could be to identify funding mechanisms should the construction of one or more parking structures be recommended. Typically, communities like Riviera Beach rely on General Obligation Bonds for financing parking facilities. However, depending on the City's Goals and Objectives, the City may create a Parking Enterprise Fund with the goal of eventually funding projects supported by parking system revenue.

However, in the interim, DESMAN will work with the City and CRA to identify potential financing options that at a minimum will include parking revenue and fines.

Although there is a limited history regarding parking system finances, DESMAN will want to review any available data for possible input to a pro forma baseline that will be developed in this task by DESMAN.

Forecasts of revenue, maintenance and operating costs, including the annual debt service associated with replacement or new construction and other system costs will be reviewed in the financial analysis.

These recommendations will provide the City with a methodology for their use in determining future rate changes as conditions dictate. Although DESMAN does not know the outcome at this point, it is likely that there will need to be a combination of paid parking and CRA financing to support the parking system PMP recommendations.

The study will examine these options and provide a recommendation as to the best financing option.

*The fee for this task has been broken into two separate subtasks:*

- *Subtask 1 – Site feasibility and construction cost study - \$8,500 for either Marina or Beach Mall areas. Engineering site sketches and cost estimates will be developed based on typical costs in the market area. Does not include subsurface or site conditions analyses.*
- *Subtask 2 – Financial proformas - \$ 4,500 for either Marina or Beach Mall areas. A technical memorandum will be prepared summarizing the proforma analysis and submitted to the City for review.*

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### TASK 5 – PMP RECOMMENDATIONS

Recommendations will be prepared and discussed with the City. Typically, recommendations go through several iterations before a plan is set. Recommendations will address the analyses, findings and outcomes associated with each of the tasks listed above. This task represents all task findings in an Executive Summary format that provides a brief concise document to be shared with Stakeholders.

The PMP Recommendations will be summarized and presented to the City for review in a single technical memorandum.

*The fee for this effort is estimated at \$3,500.*

### TASK 6 – STAKEHOLDER INVOLVEMENT

In some communities, stakeholder involvement is a critical element to implementing changes to a parking system. This may not be the case in Riviera Beach since the parking system is still in its early phases of development. However, if a stakeholder process is desired by the City, the following are the typical milestones for releasing information and obtaining feedback:

1. Project initiation: an opportunity for Stakeholder input and comment at the initial stages of the project in addition to an assessment of what is working and what isn't working
2. Preliminary study findings
3. Study findings
4. Presentation to Stakeholders
5. Presentation of Recommendations to City Planning or Council

### TASK DESCRIPTION AND FEE SUMMARY

Table 2 provides a summary of the tasks and fees discussed in the above sections. There are a number of optional tasks that have been developed and provided in the following section for consideration.

**Table 2 - Task Description and Fee Summary**

Task Description	Fee
Task 1 – Parking Goals and Objectives	\$4,500
Task 2 – Physical Inventory and Analysis	\$16,900
Task 3 – Parking Management and Operations	\$44,400
Subtask A - Recommendations	\$6,500
Subtask B - Bid	\$6,500
Subtask C - Installation	\$11,400
Subtask D - Testing	\$7,500
Parking Management and Operations	\$12,500
Task 4 – PMP Needs and Financial Analysis	\$13,000
Task 5 – PMP Recommendations	\$3,500
Task 6 – Stakeholder Involvement	TBD
<b>Total</b>	<b>\$82,300</b>

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### OPTIONAL TASK 1 - PEDESTRIAN NEEDS AND EVALUATIONS FOR PARKING SITES

#### Within Task 1:

Recognizing that the utility of even the best parking facility is limited if patrons cannot easily reach their ultimate destinations from where they park, the team will also consider performance objectives related to pedestrian facility safety, comfort, and capacity along roadways and at crossings that link parking sites to the destinations and markets they serve.

#### Within Task 3:

Building upon the demand and existing parking conditions data developed in Task 2 and any preliminary new parking developments identified early in Task 3, the team will perform a system wide analysis of pedestrian conditions including walkway safety and comfort measures, walkway capacity, crossing convenience, and crossing difficulty, with particular focus corridors serving high-demand destinations and existing and proposed high density parking facility sites.

#### Within Task 4:

If parking structure site feasibility studies are developed, they will also include more detailed evaluations of pedestrian conditions, in the vicinity of the site and which connect to the destinations it serves. For each site selected for a parking feasibility review, the team will perform a local market connectivity analysis to help quantify demand and convenience for comparison to other sites, and a site-level planning review to help maximize the pedestrian mobility from and access to the individual site.

For the local market connectivity analysis, we will analyze pedestrian flow patterns in the immediate vicinity, focusing on the destinations that are to be served by the garage and the hypothetical flow patterns that would connect the garage to the destinations. Once these flow patterns are established, the walking conditions along them, including both sidewalks and crossings, will be evaluated for how well they perform according to multiple criteria. Sidewalk environments will be analyzed for how well they provide a feeling of safety and comfort to pedestrians with respect to adjacent traffic, for their aesthetic character, for their pedestrian flow capacity, and for the degree to which they provide shelter and other protection from the elements. Crossing opportunities along these flow lines will be evaluated for their convenience to dominant paths of travel, and the ease with which pedestrians find opportunities to cross roadways between the parking site and destinations.

Once these analyses are complete, the team will also make recommendations of feasible improvements to walkways and crossings that will help ensure the success of parking sites to serve Riviera Beach's important destinations. The team has a good working relationship with FDOT, including District 4, and will be ready to closely coordinate any potential recommendations that might impact operations on any State roadways so that DOT concerns are thoughtfully addressed and the probability of implementation kept high.

The team will develop detailed cost estimates of recommended walkway and crossing infrastructure recommended to serve parking sites and the destinations they serve so the city has a clear understanding of the investment necessary to provide parking that is convenient and useful to the City's residents and visitors.

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### OPTIONAL TASK 2 – TRAFFIC ANALYSES

The scope of services in this agreement is limited to a traffic analysis. No design or safety analyses are included in the scope. Information provided regarding roadway and intersection geometries is conceptual in nature and subject to final design by others.

The stipulated lump sum fees for Tasks 1 through 3 are detailed below. The tasks and supporting fees in this agreement are all interrelated. Approval of individual tasks may require adjustments of the relevant fees.

<b>Project Fees:</b>	<b>Lump Sum</b>	<b>Budgeted for Hrly Charges</b>
Task 1 Ocean Mall Property Site Specific	\$9000	
Task 2 Marina District Site Specific Study	\$15,000	
Task 3 Intersection Capacity Analysis	\$600/intersection	
Task 4 Project Representation/Additional Services		\$5500

Task 4 and any necessary additional tasks will be provided, only if required and directed by the Client or agent of Client, on an hourly basis at the hourly fee rates as shown below. A budget has been established for Task 4 and will not be exceeded without notification. The above fees are based on an analysis for a single buildout phase of development.

<b>Category</b>	<b>Hourly Rate</b>
Principal	\$210.00
Project Manager	\$153.27

Reimbursable direct expenses will be incurred as necessary for the successful completion of all tasks. Expenses may include delivery, printing, submittal fees, automobile usage and the like. Reimbursable direct expenses will be billed at actual costs plus 10 % administration. Traffic counts are typically provided by Palm Beach County. However, any additional traffic counting will be invoiced at \$500.00 each for a 1 person four hour manual turning movement count, \$900.00 for a 2 person four hour manual turning movement count and \$400.00 per machine per day for twenty-four hour automatic machine counts. Parking manual counts shall be performed at an hourly rate of \$75.00/hour.