

RESOLUTION NO 73-13

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 COVENTRY HEALTH CARE OF FLORIDA, AND AUTHORIZING THE DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES TO MAKE PAYMENTS FROM VARIOUS DEPARTMENTAL ACCOUNTS UP TO THE AMOUNT EQUAL TO \$729.22 A MONTH PER EMPLOYEE FOR A TOTAL OF \$3,675,269.00 TO COVENTRY HEALTH CARE OF FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is in need of its health insurance coverage for employees for Fiscal Year 2013-2014; and

WHEREAS, this year's industry medical insurance rate of increase is 11.08%; and

WHEREAS, this year a 3% tax (PPACA fee – Patient Protection and Affordable Care Act) is required by the federal government for all employees; and

WHEREAS, City staff received a renewal of 5% from Coventry Health Care of Florida plus 3% PPACA fee for a total renewal of 8%.

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

SECTION 1. That Coventry Health Care of Florida is awarded health care coverage for the City of Riviera Beach for Fiscal Year 2013-2014.

SECTION 2. That the Director of Finance & Administrative Services is authorized to make payments from various departmental accounts in the total amount of \$3,675,269.00.

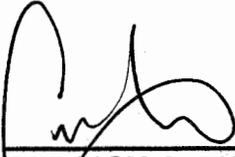
SECTION 3. That this Resolution shall become effective immediately, upon its passage and approval by the City Council.

PASSED and APPROVED this 17 day of July, 2013.

APPROVED:

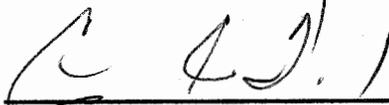


THOMAS A. MASTERS
MAYOR

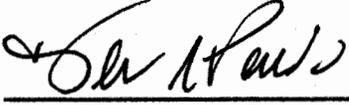


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: J. DAVIS

B. GUYTON OUT

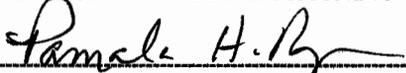
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/17/13

RESOLUTION NO. 74-13

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 6TH COURT, #400, PLANATION, FL 33324 TO PROVIDE DENTAL INSURANCE FOR CITY EMPLOYEES FOR THE POLICY YEAR 2013-2014; AND AUTHORIZING THE DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES TO MAKE PAYMENTS FROM VARIOUS CITY DEPARTMENTAL ACCOUNTS IN THE ESTIMATED ANNUAL TOTAL AMOUNT OF \$57,000.00 FOR DENTAL INSURANCE; PERIOD BEGINNING OCTOBER 1, 2013 – SEPTEMBER 30, 2014; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach is in need of renewing its dental insurance ; and

WHEREAS, staff and our Agent of Record recommend renewal of the City's dental insurance coverage with Solstice Benefits, Inc.

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

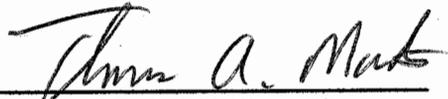
SECTION 1. That staff is hereby authorized to bind coverage for the City of Riviera Beach for dental insurance coverage with Solstice Benefits, Inc. for a period of one (1) year commencing October 1, 2013 through September 30, 2014.

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 total amount of \$57,000.00 for dental insurance.

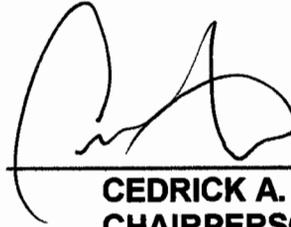
SECTION 3. This Resolution shall take effect immediately upon its passage and adoption by the City Council.

PASSED AND APPROVED this 17 day of July, 2013.

APPROVED:

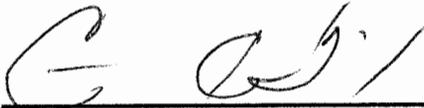


**THOMAS A. MASTERS
MAYOR**



**CEDRICK A. THOMAS
CHAIRPERSON**

ATTEST:



**CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK**



**DAWN S. PARDO
CHAIR PRO TEM**



**BRUCE A. GUYTON
COUNCILPERSON**



**JUDY L. DAVIS
COUNCILPERSON**



**TERENCE D. DAVIS
COUNCILPERSON**

MOTIONED BY: T. DAVIS

SECONDED BY: J. DAVIS

B. GUYTON OUT

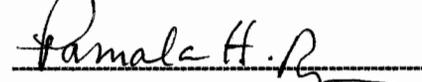
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/17/13

RESOLUTION NO. 75-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AFLAC TO OFFER VOLUNTARY INSURANCE BENEFITS TO CITY EMPLOYEES BEGINNING IN THE 2013-2014 POLICY YEAR AND AUTHORIZING THE DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES TO FACILITATE ALL EMPLOYEE PAYMENTS THROUGH PAYROLL DEDUCTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach desires to provide employees and their families with the option to purchase Voluntary Insurance Benefits, with all costs paid by the respective employee(s); and

WHEREAS, staff recommends AFLAC as the provider of the Voluntary Insurance Benefit coverage.

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

SECTION 1. That staff is hereby authorized to utilize AFLAC as the provider of Voluntary Insurance Benefits for City Employees and their families beginning in the 2013-2014 Policy Year.

SECTION 2. That the Director of Finance & Administrative Services is authorized to accept payroll deductions from employees and transfer same to AFLAC.

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

PASSED AND ADOPTED this 17 day of July, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR

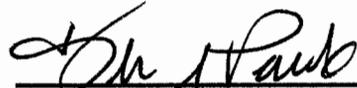


CEDRICK A. THOMAS
CHAIRPERSON

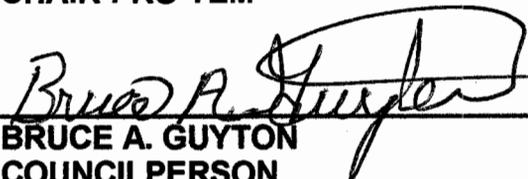
ATTEST:

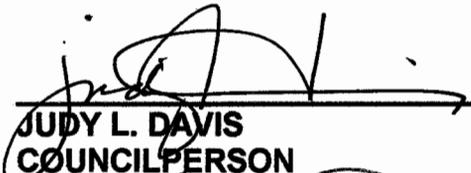
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: J. DAVIS

B. GUYTON OUT

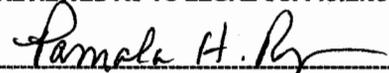
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/7/13

RESOLUTION NO. 76-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; ADOPTING AN INVESTMENT POLICY TO SET FORTH THE INVESTMENT OBJECTIVES AND PARAMETERS FOR THE MANAGEMENT OF PUBLIC FUNDS OF THE CITY OF RIVIERA BEACH, FLORIDA (THE CITY) WHICH IS DESIGNED TO ENSURE THE PRUDENT MANAGEMENT OF PUBLIC FUNDS, THE AVAILABILITY OF OPERATING AND CAPITAL FUNDS WHEN NEEDED AND AN INVESTMENT RETURN COMPETITIVE WITH COMPARABLE FUNDS AND FINANCIAL MARKET INDICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is essential for the City of Riviera Beach, Florida (the City) to ensure the prudent management of public funds, the availability of operating and capital funds when needed and an investment return competitive with comparable funds and financial market indices and,

WHEREAS, the purpose of this Policy is to set forth the investment objectives and parameters for the management of public funds of the City and,

WHEREAS, in accordance with Section 218.415, Florida Statutes, this Policy applies to the investment of cash and investment balances of, General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Enterprise Funds, Internal Service Funds and Trust and Agency Funds and;

WHEREAS, the preeminent objective of this Investment Policy is the safety of the principal of the funds of the City and,

WHEREAS, the second objective is liquidity of funds providing for the availability of operating and capital funds and,

WHEREAS, the third objective is a return on investments competitive with comparable funds.

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

SECTION 1. The City Council approves the adoption of a, Investment Policy.

SECTION 2. That this Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this _____ day of _____, 2013

APPROVED:

THOMAS A. MASTERS
MASTERS

CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAWN S. PARDO
CHAIR PRO-TEM

BRUCE A. GUYTON
COUNCILPERSON

JUDY L. DAVIS
COUNCILPERSON

TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

C. THOMAS _____

D. PARDO _____

B. GUYTON _____

J. DAVIS _____

T.DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: _____

RESOLUTION NO. 77-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ADOPTING A DEBT MANAGEMENT POLICY TO ESTABLISH PARAMETERS AND PROVIDE GUIDANCE GOVERNING THE ISSUANCE, MANAGEMENT, CONTINUING EVALUATION OF AND REPORTING ON ALL DEBT OBLIGATIONS ISSUED BY THE CITY OF RIVIERA BEACH AND TO PROVIDE FOR THE PREPARATION AND IMPLEMENTATION NECESSARY TO ASSURE COMPLIANCE AND CONFORMITY WITH THIS POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under the governance and guidance of Federal and State laws and the City's Charter, ordinances and resolutions, the City may periodically enter into debt obligations that: (1) finance the construction, rehabilitation, or acquisition of infrastructure and other assets; (2) refinance existing debt obligations for the purpose of meeting its governmental obligations to its citizens and stakeholders; or (3) reduce unfunded accrued liabilities associated with pension obligations or other-post-employment benefits, and

WHEREAS, it is the City's desire and direction to assure that such debt obligations are issued and administered in an effective manner that achieves a long-term financial advantage to residents and stakeholders while making every effort to maintain and improve the City's credit ratings and reputation in the investment community, and

WHEREAS, the Debt Management Policy establishes target debt ratios, measurements and constraints for the City, and

WHEREAS, the Director of Finance and Administrative Services shall review the policy annually and the City Council shall approve any modification made thereto.

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

SECTION 1. The City Council approves the Debt Management Policy which is attached here to.

SECTION 2. That this Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this _____ day of _____, 2013

APPROVED:

THOMAS A. MASTERS
MASTERS

CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAWN S. PARDO
CHAIR PRO-TEM

BRUCE A. GUYTON
COUNCILPERSON

JUDY L. DAVIS
COUNCILPERSON

TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

C. THOMAS _____

D. PARDO _____

B. GUYTON _____

J. DAVIS _____

T.DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: _____

RESOLUTION NO. 78-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ADOPTING A MUNICIPAL DEBT ARBITRAGE POLICY TO ENSURE COMPLIANCE WITH THE UNITED STATES TREASURY AND INTERNAL REVENUE SERVICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is essential for the City of Riviera Beach, Florida to ensure compliance with the United States Treasury, Internal Revenue Service ("IRS") Treasury Regulations ("Treasury Regulations"), to provide assurance to rating agencies and City of Riviera Beach (the City) auditors, and to facilitate the sale of City debt issues. and,

WHEREAS, the Policy and its related procedures begins with the initial disposition of the proceeds for each debt issue and addresses the Project Funds, Debt Funds, Cost of Issuance Funds, Refunding Escrow Funds, Reserve Funds and Transferred Proceeds which are subject to arbitrage rebate and;

WHEREAS, the Policy ensures the City of Riviera Beach, Florida compliance with IRS Treasury Regulations and,

WHEREAS, this Policy is established in accordance with the Debt Management Policy adopted by the City Council

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

SECTION 1. The City Council approves the adoption of a Municipal Debt Arbitrage Policy.

SECTION 2. That this Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this _____ day of _____, 2013

APPROVED:

THOMAS A. MASTERS
MASTERS

CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAWN S. PARDO
CHAIR PRO-TEM

BRUCE A. GUYTON
COUNCILPERSON

JUDY L. DAVIS
COUNCILPERSON

TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

C. THOMAS _____

D. PARDO _____

B. GUYTON _____

J. DAVIS _____

T.DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: _____

RESOLUTION NO. 79-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY OF RIVIERA BEACH PURCHASING DEPARTMENT TO PARTICIPATE IN THE PROCUREMENT OF GOODS AND SERVICES THAT HAVE BEEN PUBLICLY SOLICITED BY OTHER GOVERNMENTAL ENTITIES; AUTHORIZING THE USE OF PROPRIETARY SERVICES, SOLE SOURCE PURCHASES, ANNUAL SERVICE, MAINTENANCE AND REPAIR RENEWAL AGREEMENTS ROUTINELY USED IN DAILY DEPARTMENTAL OPERATIONS FOR FISCAL YEARS 2013-2017; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach, Purchasing Department currently piggybacks from the Florida Sheriff Association, Southeast Florida Governmental Purchasing Cooperative, State of Florida, US Communities, Palm Beach County, National Joint Powers Alliance, WSCA, Palm Beach County, Dade and Broward School Board and other government entities; and

WHEREAS, these Cooperatives are composed of various government purchasing entities; that have joined together to provide volume discounts and favorable pricing for supplies, services and equipment, to lower the costs of commonly used commodities, as well as, promote purchasing professionalism; and

WHEREAS, piggybacking available contracts from other government entities will create cost savings to the departments within the City and provide efficient procurement of annually budgeted operating supplies and services.

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

SECTION 1. Staff is hereby given authorization to purchase goods and services from various piggyback contracts publicly solicited by other government entities, to include sole source, proprietary purchases and maintenance, repair and renewal agreements for the fiscal years of 2013-2017.

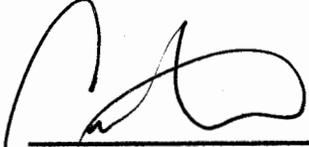
SECTION 2. The Purchasing Department is further authorized to participate in this cost saving program for the purchase of supplies, equipment, and services.

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

APPROVED:



THOMAS A. MASTERS
MAYOR



CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



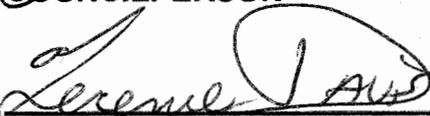
DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: J. DAVIS

B. GUYTON OUT

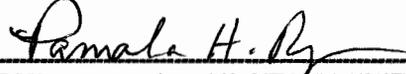
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/17/13

RESOLUTION NO. 80-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ADOPTING A NEW AMBULANCE TRANSPORT FEE SCHEDULE FOR RIVIERA BEACH FIRE RESCUE EMERGENCY MEDICAL SERVICES; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, Riviera Beach Fire Rescue Provides Emergency Medical Service and Ambulance transport within the City of Riviera Beach; and

WHEREAS, the City Council adopts the Ambulance Transport fee schedule for Emergency Medical Services; and

WHEREAS, the City Council adopted an amended fee schedule in 2005 and wishes to adopt a new fee schedule.

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

Section 1: The City Council of Riviera Beach, Palm Beach County, Florida does hereby adopt a new fee schedule for Ambulance Transport and Emergency Medical Services:

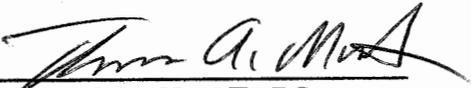
<u>BLS</u>	<u>ALS 1</u>	<u>ALS 2</u>	<u>Mileage</u>	<u>Immobilization</u>
\$700.00	\$700.00	\$750.00	\$12.00	\$20.00

Section 2: This fee schedule may be amended by adoption of a subsequent Resolution by the City Council

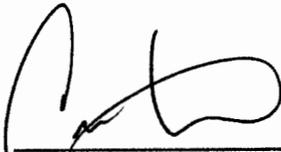
Section 3: This Resolution shall take effect upon its passage.

PASSED and APPROVED this 17 day of July, 2013

APPROVED:

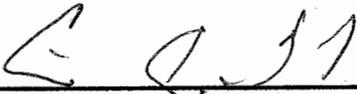


THOMAS A. MASTERS
MAYOR

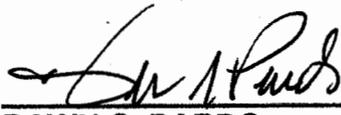


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



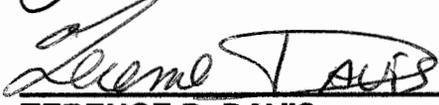
DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON

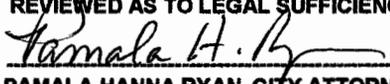


JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: T. DAVIS
SECONDED BY: J. DAVIS
B. GUYTON OUT
J. DAVIS AYE
C. THOMAS AYE
D. PARDO AYE
T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/7/13

RESOLUTION NO. 81-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ADOPTING AND APPROVING A REVISED FEE SCHEDULE FOR SERVICES AT THE RIVIERA BEACH PUBLIC LIBRARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is an established fee schedule for services at the Riviera Beach Public Library as set forth in Resolution No. 120-98 of the Riviera Beach City Council, passed and approved the 5th day of August, 1998; and

WHEREAS, the need for various library services has altered during the elapsed period and this schedule has not been updated or revised during the interim.

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

SECTION 1. The City Council approves the revised fee schedule for the Library as follows:

SERVICE	CURRENT FEE	RECOMMENDED CHANGE
Overdue Books & Materials	\$0.10 Per Day	\$0.10 Per Day
Overdue CDs/DVDs	\$1.00 Per Day	\$1.00 Per Day
Copier Machines	\$0.10 Per Page	MJP Self-Serve Machines
Replacing Lost Library Cards	\$3.00	\$3.00
Document Scanning Service	Free	First (10) Pages – Free Additional pages - \$1.00 each
Fax Service – Domestic	Free	First (10) Pages – Free Additional pages - \$1.00 each
Fax Service – Out-of-Country	No Fax Service	Not Applicable
Use of Conference Room	\$25.00	\$50/Hr. after normal working hrs.
Non-Resident Borrower's Fee	6 Months - \$15.00 1 Year - \$25.00	3 Months - \$9.00 6 Months - \$15.00 1 Year - \$25.00
Miscellaneous – Earplugs, Missing Barcodes, etc.	\$1.00 Per Item	\$1.00 Per Item

SECTION 2. This Resolution shall take effect upon its passage and adoption by City Council.

Passed and Approved this 17 day of July, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR

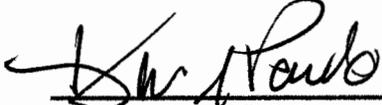


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON



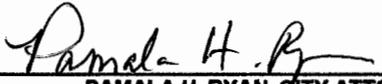
TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: J. DAVIS

C. THOMAS	<u>AYE</u>
D. PARDO	<u>AYE</u>
J. DAVIS	<u>AYE</u>
B. GUYTON	<u>AYE</u>
T. DAVIS	<u>OUT</u>

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, CITY ATTORNEY

DATE: 7/7/13

RESOLUTION NO. 82-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SUPPORTING THE PALM BEACH ISLAND BEACH MANAGEMENT AGREEMENT PILOT PROJECT BETWEEN THE TOWN OF PALM BEACH, TOWN OF SOUTH PALM BEACH, TOWN OF MANALAPAN, TOWN OF LANTANA, CITY OF LAKE WORTH, PALM BEACH COUNTY, THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County has 47 miles of beaches enjoyed by residents and tourists; and

WHEREAS, Palm Beach County's tourism industry annually contributes \$5 billion to the local economy, employs 45,000 individuals and contributes \$249 million in annual tax revenue; and

WHEREAS, the Florida Legislature directs and provides funding to the Florida Department of Environmental Protection (DEP) to implement a comprehensive, statewide beach management plan for beach erosion control, beach restoration, beach nourishment, and inlet management activities; and

WHEREAS, in 2012, DEP initiated a pilot project through a Beach Management Agreement (BMA) designed to take a regional approach to permitting beach nourishment and inlet management; and

WHEREAS, the primary goal of the BMA pilot project is to define mutually agreeable methods among DEP, local municipalities, and other stakeholders for coastal erosion control, natural community protection, and monitoring protocols in pursuit of regional management of Palm Beach County's coastal system; and

WHEREAS, the BMA process will coordinate the regulatory responsibilities of DEP with other state and federal agencies into a streamlined and efficient permitting program and improve techniques for managing sand resources and beach erosion within the Palm Beach Island coastal cell (Agreement area); and

WHEREAS, the BMA pilot project includes 15 miles of shoreline and stretches across several public and private boundary lines from the Lake Worth Inlet to the South Lake Worth/Boynton Inlet in Palm Beach County; and

WHEREAS, currently, beach erosion control and inlet management activities are regulated, project by project, through DEP's Joint Coastal Permitting Program; and

WHEREAS, the BMA pilot project promotes collaborative efforts among stakeholders, including identifying beach nourishment and inlet management needs, cost-sharing opportunities and permitting requirements for this beach region rather than for a single beach project; and

WHEREAS, by taking a regional approach to beach restoration, DEP will improve the effectiveness of its program and the health of our beaches by focusing on areas where restoration will have the greatest environmental benefit and the best chance for long-term success; and

WHEREAS, there is potential for implementation of a similar future phase of the BMA pilot program within Northern Palm Beach County.

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 of Riviera Beach does hereby support the Beach Management Agreement pilot project as a tool to help protect Palm Beach County's 47 miles of beaches, to protect residents and businesses and to preserve the positive economic impact enjoyed throughout the County.

SECTION 2. That the City supports a potential future phase of the BMA for Northern Palm Beach County.

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

PASSED and APPROVED this 17 day of July, 2013.

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APPROVED:



THOMAS A. MASTERS
MAYOR

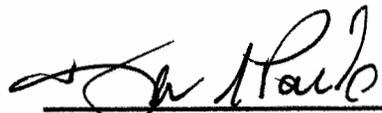


CEDRICK A. THOMAS
CHAIRPERSON

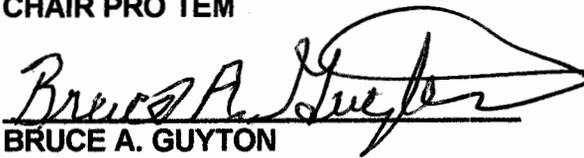
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



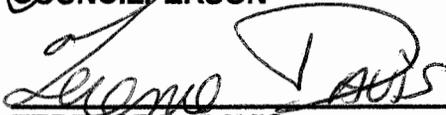
DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: J. DAVIS

C. THOMAS AYE

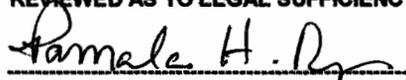
D. PARDO AYE

B. GUYTON OUT

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/17/13

RESOLUTION NO. 83-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) TO PROVIDE FUNDING FOR THE LOCAL FUNDING AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FIFTY PERCENT (50%) OF THE RELOCATION COSTS FOR THE TENANTS AND OWNER OF 2601 BROADWAY IN COMPLIANCE WITH THE UNIFORM RELOCATION AND PROPERTY ACQUISITION ACT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE INTERLOCAL AGREEMENT; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO ACCEPT \$33,750.00 FROM THE CRA; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Riviera Beach (City) created the Riviera Beach Community Redevelopment Agency (CRA) in 1974, consistent with the Community Redevelopment Act. The fundamental purpose of the CRA is to facilitate redevelopment in areas indicative of slum and blight; and

WHEREAS, the CRA has acquired a property ("Property") located at 2601 Broadway, Parcel Control Number: 56-43-42-28-14-003-0260, located at the northwest corner of Broadway (US1) and Blue Heron Boulevard; and

WHEREAS, the CRA intends to donate a portion of the Property to the Florida Department of Transportation (FDOT) for the purpose of improving the turning radius of

RESOLUTION NO. 83-13

PAGE 2

the Broadway and Blue Heron Boulevard intersection with FDOT agreeing to provide for all intersection construction costs; and

WHEREAS, the improvement of the Property by FDOT subjects the acquisition of the property to the Uniform Relocation and Property Acquisition Act and requires that the tenants and owner of the Property be reimbursed for certain relocation costs; and

WHEREAS, FDOT has agreed to pay for fifty percent (50%) of the anticipated relocation costs for the tenants and owner of the Property as substantially outlined in the Local Funding Agreement (LFA), attached hereto as "Exhibit B"; and

WHEREAS, FDOT requires that the LFA is between a municipality and FDOT; and

WHEREAS, the City and CRA desire to memorialize the agreement that the CRA will fund the LFA; and

WHEREAS, the CRA Board previously approved this Interlocal Agreement via Resolution Number 2013-24 on June 12, 2013; and

WHEREAS, participation in this Interlocal Agreement will not diminish any existing local government's powers, or bind them to any further action or expenditure of funds, other than as set forth or otherwise provided for herein.

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 Interlocal Agreement between the City and the CRA is hereby approved, said agreement is attached hereto as "Exhibit A"; further authorizing the Mayor and City Clerk to execute the attached Interlocal Agreement.

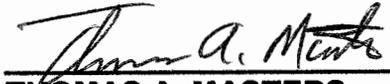
SECTION 2. The Director of Finance and Administrative Services is hereby authorized to accept \$33,750.00 from the CRA for reimbursement to the City for the \$33,750.00 paid by the City to FDOT, pursuant to the terms of the LFA with FDOT for 2601 Broadway, attached here to as "Exhibit B". Pursuant to the terms of the LFA, should the required funding for the relocation services exceed \$33,750.00, upon notice and invoice, the CRA Chairman and CRA Executive Director shall provide additional funds to the City.

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

RESOLUTION NO. 83-13
PAGE 3

PASSED and APPROVED this 17 day of July, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR



CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

RESOLUTION NO. 83-13
PAGE 4

MOTIONED BY: T. DAVIS

SECONDED BY: J. DAVIS

C. THOMAS AYE

D. PARDO AYE

B. GUYTON ONE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/17/13

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF RIVIERA BEACH
AND
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
FOR THE
FUNDING OF THE LOCAL FUNDING AGREEMENT WITH FDOT**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into between the CITY OF RIVIERA BEACH, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City", and the RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic of the State of Florida (hereinafter referred to as "CRA"), each constituting an agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

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

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

WHEREAS, the CRA has acquired a property located at the Northwest Corner of Broadway and Blue Heron (the "Property"); and

WHEREAS, the CRA intends to donate a portion of the Property to the Florida Department of Transportation ("FDOT") for the purpose of improving and constructing the turning radius of the Property at the sole costs of FDOT; and

WHEREAS, the improvement of the Property by FDOT subjects the acquisition of the Property to the Uniform Relocation and Property Acquisition Act and requires the tenants and owner of the Property to be reimbursed for certain relocation costs; and

WHEREAS, FDOT has agreed to pay half of the anticipated costs of relocating the tenants and owner of the Property as substantially outlined in the Local Funding Agreement ("LFA") attached hereto as Exhibit "A"; and

WHEREAS, FDOT requires the LFA to be between a municipality and FDOT; and

WHEREAS, the CRA and the City desire to memorialize the agreement that the CRA will fund the LFA.

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants set forth, the City and the CRA do hereby agree as follows:

Section 1. Recitals. The above recitals are true and hereby made a part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is to provide for the funding of the LFA between the City and FDOT for the construction of the improvements to the Northwest corner of Broadway and Blue Heron Boulevard and for the reimbursement to the City for 50% of the costs of relocation of the tenants and owner from the Property in compliance with the Uniform Relocation and Property Acquisition Act.

Section 3. Payment. The Chairman and Executive Director of the CRA are hereby authorized to provide \$33,750.00 to the City for reimbursement to FDOT pursuant to the terms of the LFA upon execution of this Agreement by both the City and CRA. Pursuant to the terms of the LFA, should the required funding for the relocation services exceed \$33,750.00, upon notice and an invoice, the Chairman and Executive Director shall provide to the City the additional funds. In no event shall the City be required to provide funding for the LFA.

Section 4. Notice. For the purposes of this Agreement, the City's representative shall be the Director of Community Development and the CRA's representative shall be the CRA Planning and Development Director. All notices should be sent to their attention.

Section 6. Indemnification. The CRA agrees to protect, defend, reimburse, indemnify and hold the City, its agents, employees and representatives harmless at all times from and against any and all claims, liability, expenses of every kind and character against and from the CITY which may arise out of this Agreement. Nothing contained in this Agreement shall be deemed consent by the CRA or the CITY to waive sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

Section 7. Termination. This Agreement may be terminated for convenience by either party on 30 days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. CRA shall be obligated to pay the CITY for all work completed up to the date of termination pursuant to this paragraph.

Section 8. Severability. Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Interlocal Agreement.

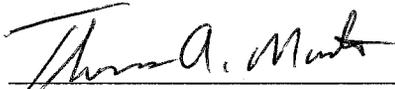
Section 9. Entirety of Agreement. This Agreement and attachments represent the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

Section 10. Effective Date and Filing. This Agreement shall become effective immediately upon the execution by the proper officers of the CRA and CITY. Thereafter, the CRA shall file the same with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes.

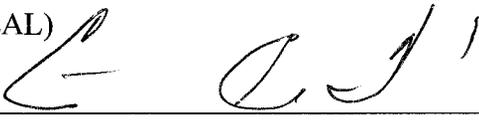
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

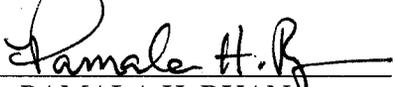
THE CITY OF RIVIERA BEACH

By: 
THOMAS A. MASTERS
MAYOR

ATTEST:
(SEAL)

By:  7/17/13.
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

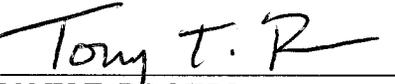
By: 
PAMALA H. RYAN
CITY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS

By: 
RUTH JONES
CITY MANAGER

DATE: 7/17/13

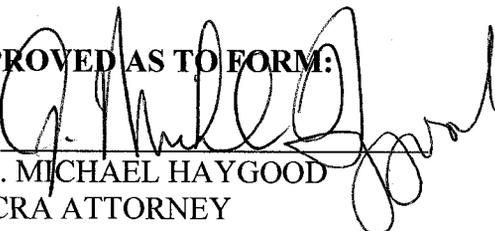
ATTEST:

BY: 
TONY T. BROWN
EXECUTIVE DIRECTOR

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: 
NAME: CEDRICK THOMAS
CHAIRPERSON

APPROVED AS TO FORM:

BY: 
J. MICHAEL HAYGOOD
CRA ATTORNEY

RESOLUTION NO. 2013-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY ("AGENCY") AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE AGENCY AND THE CITY OF RIVIERA BEACH TO PROVIDE FUNDING FOR THE LOCAL FUNDING AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR 50% OF THE COSTS OF RELOCATION OF THE TENANTS LOCATED AT 2601 BROADWAY IN COMPLIANCE WITH THE UNIFORM RELOCATION AND PROPERTY ACQUISITION ACT; ALLOWING FUTURE CONSTRUCTION OF INTERSECTION IMPROVEMENTS TO THE PROPERTY BY THE FDOT; AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING AN EFFECTIVE DATE.

* * * * *

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

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

WHEREAS, the CRA has acquired a property located at the Northwest Corner of Broadway and Blue Heron (the "Property"); and

WHEREAS, the CRA intends to donate a portion of the Property to the Florida Department of Transportation ("FDOT") for the purpose of improving and constructing the turning radius of the Property at the sole costs of FDOT; and

WHEREAS, the improvement of the Property by FDOT subjects the acquisition of the Property to the Uniform Relocation and Property Acquisition Act and requires the tenants and owner of the Property to be reimbursed for certain relocation costs; and

WHEREAS, FDOT has agreed to pay half of the anticipated costs of relocating the tenants and owner of the Property as substantially outlined in the Local Funding Agreement ("LFA") attached hereto as Exhibit "A"; and

WHEREAS, FDOT requires the LFA to be between a municipality and FDOT;
and

WHEREAS, the CRA and the City desire to memorialize the agreement that the CRA will fund the LFA.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1 The Community Redevelopment Agency authorizes the execution of the Interlocal Agreement attached hereto as Exhibit "A" with the City of Riviera Beach.

SECTION 2. The Chairman and Executive Director of the CRA are hereby authorized to provide \$33,750.00 to the City for reimbursement to FDOT pursuant to the terms of the LFA upon execution of this Agreement by both the City and CRA. Pursuant to the terms of the LFA, should the required funding for the relocation services exceed \$33,750.00, upon notice and an invoice, the Chairman and Executive Director shall provide to the City the additional funds.

SECTION 3. Should any one or more of the provisions of this Resolution or Exhibit be held invalid, such provision shall be null and void, and shall be deemed separate from the remaining provisions and shall in no way affect the validity of any of the remaining provisions of the Resolution.

SECTION 4. This resolution shall be effective immediately upon its adoption.

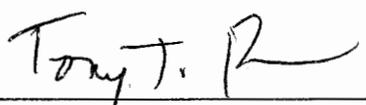
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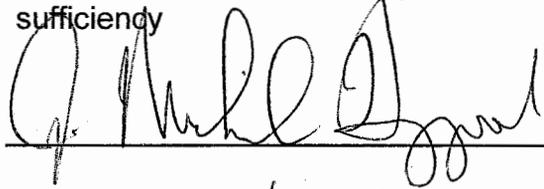
PASSED AND ADOPTED this 12th day of June, 2013

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By 
Name: Cedrick A. Thomas
Title: Chairperson

ATTEST:


Executive Director

Approved as to form and legal
sufficiency


J. Michael Haygood
Date 6/11/2013
Haygood & Harris LLC
General Counsel to CRA

MOTION BY: Dawn Pardo

SECONDED BY: Judy Davis

- D. PARDO AYE
- J. DAVIS AYE
- B. GUYTON AYE
- C. THOMAS AYE
- T. DAVIS AYE



Florida's Dynamic
Waterfront Community

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300
RIVIERA BEACH, FL 33404
PHONE: 561-844-3408
FAX: 561-881-8043
Website: www.rbkra.com

MEMORANDUM

TO: Honorable Chair and Members, CRA Board of Commissioners
City of Riviera Beach, Florida

FROM: Tony T. Brown, Executive Director, Riviera Beach CRA

DATE: June 11, 2013

CC: Ruth Jones, City Manager
Michael Haygood, Interim CRA Attorney

SUBJECT: Add-on Agenda Item; Resolution approving an Interlocal Agreement between the Agency and the City of Riviera Beach to provide funding for the relocation of tenants located 2601 Broadway/US-1 (recently purchased by the Agency).

Request for Board Action

The Agency is requesting the Board of Commissioners to approve a resolution approving an Interlocal Agreement between the Agency and the City of Riviera Beach to provide the funding match for the relocation costs of moving tenants located at 2601 Broadway, a building recently purchased by the Agency. The Florida Department of Transportation (FDOT) has agreed to share the cost of the relocation of the tenants (50% each) since the requirement is related to the planned donation of the some of the property to allow intersection improvements to the corner of Broadway and Blue Heron Boulevard. The City/CRA portion of the expected relocation cost is estimated to be \$33,750 and will be specifically described within the Local Funding Agreement between the City and FDOT. The future improvements to the corner will improve the turning radius for trucks and create a safer sidewalk for pedestrians. The intersection improvements will be paid for by FDOT, however adding a portion of the property to the adjacent right-of-way subjects the property to the Uniform Relocation and Property Acquisition Act. The Florida Department of Transportation requires a local funding agreement to be approved by the City to complete the relocation in accordance with the Property Acquisition Act. The attached Interlocal agreement provides the funding for the required local funding agreement. This item has been added to the agenda in order to move quickly to coordinate the planned improvements to the 2601 Broadway property with the existing roadway reconstruction along Broadway which is currently in progress by FDOT.

Recommendation

CRA Staff recommends adoption of the Resolution approving an Interlocal Agreement between the Agency and the City of Riviera Beach to provide funding for the City's portion of the proposed local funding agreement with the Department of Transportation.

Attached:

Intersection Improvement Schematic & Concept rendering of improved corner property

RESOLUTION NO. 84-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A LOCAL FUNDING AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF RIVIERA BEACH TO PROVIDE FUNDING FOR FIFTY PERCENT (50%) OF THE RELOCATION COSTS FOR THE TENANTS AND OWNER OF 2601 BROADWAY IN COMPLIANCE WITH THE UNIFORM RELOCATION AND PROPERTY ACQUISITION ACT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE LOCAL FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Riviera Beach Community Redevelopment Agency (CRA) has acquired a property ("Property") located at 2601 Broadway, Parcel Control Number: 56-43-42-28-14-003-0260, located at the northwest corner of Broadway (US1) and Blue Heron Boulevard; and

WHEREAS, the CRA intends to donate a portion of the Property to the Florida Department of Transportation (FDOT) for the purpose of improving the turning radius of the Broadway and Blue Heron Boulevard intersection with FDOT agreeing to provide for all intersection construction costs; and

WHEREAS, the improvement of the Property by FDOT subjects the acquisition of the property to the Uniform Relocation and Property Acquisition Act and requires that the tenants and owner of the Property be reimbursed for certain relocation costs; and

WHEREAS, FDOT has agreed to pay for fifty percent (50%) of the anticipated relocation costs for the tenants and owner of the Property as substantially outlined in the Local Funding Agreement (LFA), attached hereto as "Exhibit A"; and

WHEREAS, FDOT requires that the LFA be between a municipality and FDOT;
and

RESOLUTION NO. 84-13
PAGE 2

WHEREAS, the CRA Board previously referenced this LFA via Resolution Number 2013-24 on June 12, 2013, which approved an Interlocal Agreement committing to reimburse the City for the relocation costs of the tenants and owner of 2601 Broadway; and

WHEREAS, participation in this Local Funding Agreement will not diminish any existing local government's powers, or bind them to any further action or expenditure of funds, other than as set forth or otherwise provided for herein.

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

SECTION 1. The City Council of the City of Riviera Beach hereby approves the attached Local Funding Agreement with FDOT, attached hereto as "Exhibit A", further authorizing the Mayor and City Clerk to execute the attached Interlocal Agreement.

SECTION 2. The Director of Finance and Administrative Services is hereby authorized to disburse \$33,750.00 to FDOT pursuant to the terms of the LFA with FDOT for 2601 Broadway.

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

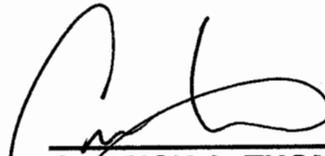
PASSED and APPROVED this 17 day of July, 2013.

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APPROVED:

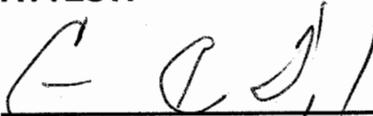


THOMAS A. MASTERS
MAYOR

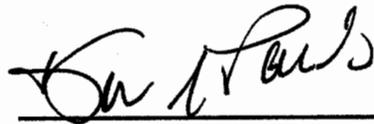


CEDRICK A. THOMAS
CHAIRPERSON

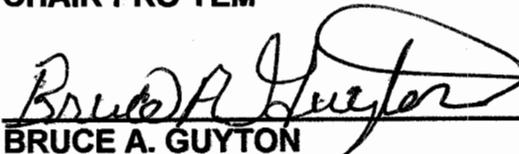
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: J. DAVIS

C. THOMAS AYE

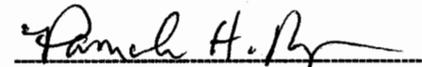
D. PARDO AYE

B. GUYTON OUT

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/17/13

RESOLUTION NO. 85-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING WORK ORDER TWO WITH CURRENT CONNECTIONS INC, OF MANGONIA PARK, FLORIDA, TO FURNISH AND INSTALL THE POTABLE WATER, SANITARY SYSTEM, ELECTRICAL, LIGHTING AND FIRE PROTECTION SYSTEM FOR THE FIXED AND FLOATING DOCK STRUCTURES, PHASE 2 OF THE MARINA REPLACEMENT PROJECT, IN THE AMOUNT OF \$794,843.00; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO ESTABLISH A BUDGET USING ACCOUNT 422-0000-575-4-6251, AND MAKE PAYMENTS FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 15th, the City Council awarded a contract for construction to Current Connections Inc., of Mangonia Park Florida in the amount of \$ 2,076,405.50 and work order number one in the amount of \$1,281,562.50 for phase one of the project; and

WHEREAS, Current Connections Inc., completed Phase one on December 28th 2012, and this work order for the potable water, sanitary system, electrical, lighting and fire protection system for the fixed and floating dock structures, is necessary to complete phase two (2) of the project.

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

SECTION 1. That the City Council approves the work order two with Current Connections Inc., of Mangonia Park Florida for phase two (2) of the Marina project in the amount of \$794,843.00.

SECTION 2. The Director of Finance and Administrative Services is authorized to appropriate funds from the General Marina Grant account 422-0000-575-4-625, with the payment being made the same.

SECTION 3. The City Manager is authorized to approve change orders in an amount not to exceed 20% of the contract award amount.

SECTION 4. This Resolution shall become effective upon its passage and approval by City Council.

PASSED AND APPROVED THIS 17 DAY OF July 2013.

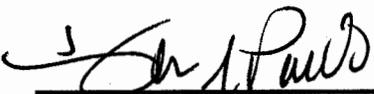
APPROVED:

~~THOMAS A. MASTERS~~
~~MAYOR~~


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


BRUCE A. GUYTON
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: J. DAVIS

B. GUYTON OUT

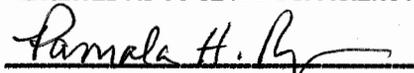
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/17/13

RESOLUTION NO. 86-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A TWO YEAR EMPLOYMENT AGREEMENT WITH RUTH C. JONES AS CITY MANAGER COMMENCING JUNE 22, 2013 THROUGH JUNE 21, 2015; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ruth C. Jones has served as the City Manager for the City of Riviera Beach since June 2009; and

WHEREAS, the City Council and Ms. Jones have negotiated a new two (2) year employment agreement which outlines the terms and conditions of Ms. Jones' continued employment; and

WHEREAS, the employment agreement is retroactive to June 22, 2013.

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

SECTION 1. That the City Council hereby approves a new two (2) year employment agreement with Ruth C. Jones as City Manager of the City of Riviera Beach, commencing June 22, 2013 through June 21, 2015.

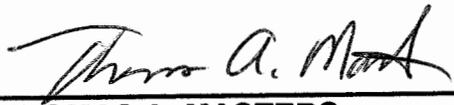
SECTION 2. That the Mayor and City Clerk are authorized to execute the employment agreement on behalf of the City, said agreement is attached hereto.

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

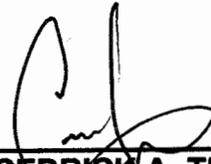
PASSED and APPROVED this 17 day of July, 2013.

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APPROVED:



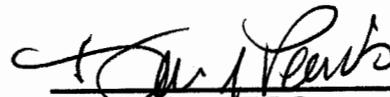
**THOMAS A. MASTERS
MAYOR**



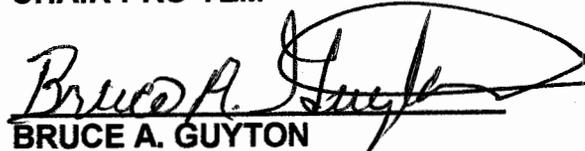
**CEDRICK A. THOMAS
CHAIRPERSON**



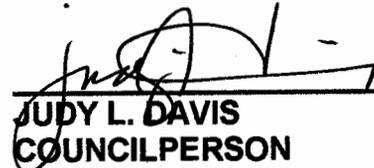
**CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK**



**DAWN S. PARDO
CHAIR PRO TEM**



**BRUCE A. GUYTON
COUNCILPERSON**



**JUDY L. DAVIS
COUNCILPERSON**



**TERRENCE D. DAVIS
COUNCILPERSON**

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

C. THOMAS AYE

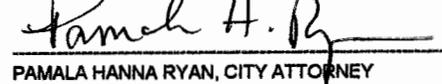
D. PARDO NAY

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS NAY

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/17/13

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this 18th day of SEPTEMBER, 2013, by and between the City of Riviera Beach, Florida, a Florida municipal corporation (hereinafter referred to as "The City"), and Ruth C. Jones (hereinafter referred to by name or as "Manager" or "City Manager").

WITNESSETH:

WHEREAS, the City of Riviera Beach desires to employ Ruth C. Jones as City Manager of the City of Riviera Beach, Florida, as provided for in Article II, Section 20 of the Charter of the City of Riviera Beach; and

WHEREAS, the City of Riviera Beach, through its City Council, desires to provide for certain benefits and compensation for the City Manager and to establish conditions of employment applicable to the City Manager; and

WHEREAS, Ruth C. Jones desires to accept employment as City Manager of the City of Riviera Beach, Florida under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment.

A. The City of Riviera Beach hereby hires and appoints Ruth C. Jones as its City Manager, under the terms established herein, to perform the duties and functions specified in the City Charter and the City's Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

B. The City's employment of Ruth C. Jones as City Manager shall be effective June 22, 2013. The term of this Agreement shall be for two years, ending on June 21, 2015.

C. In the event the City Council desires to terminate this Agreement without cause, notice of such termination shall be provided to the City Manager ninety (90) days prior to said termination. In such event, the severance provision of this Agreement shall not apply. In the event that ninety (90) days prior notice is not provided, then severance shall be provided as set forth herein.

Section 2. Salary and Evaluation.

A. For the performance of services under this Agreement, the City agrees to pay the City Manager an annual base salary of \$160,500 payable in equal installments pursuant to the City's normal payroll practices. Beginning on October 1, 2013, the annual base salary of \$160,500 shall increase by five percent (5%) to \$168,525, and beginning on October 1, 2014, the annual base salary of \$168,525 shall increase by an additional three percent (3%) to \$173,580.75.

B. In addition, the City agrees to increase said base salary and/or other benefits of the City Manager in such amounts and to such an extent as the City Council may determine desirable on the basis of an annual performance evaluation of the City Manager. Such evaluation shall be in such form as the City Council deems appropriate using benchmarks established by City Council and City Manager. Evaluations shall take place annually in the month of February. However, the City's failure to conduct the scheduled evaluation shall not constitute non-compliance on the part of the City Manager with a material provision of this Agreement.

C. Nothing in this Section shall require the City to increase the base salary or other benefits of the City Manager. However, the City Manager shall be entitled to receive across the board/cost-of-living increases that may be granted to department directors from time to time.

Section 3. Duties and Obligations.

A. The City Manager shall have the duties, responsibilities and powers of said office under the Charter and Ordinances of the City of Riviera Beach. The City Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of her ability in a professional and competent manner.

B. The City Manager shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge and skills necessary to diligently perform her duties under this Agreement. The City Manager may, however, engage in educational and professional activities and other employment activities upon receipt of approval by the City Council, provided that such activities shall not interfere with her primary obligation to the City as its City Manager. The City Manager shall dedicate no less than an average of forty (40) hours per week in the performance of her duties hereunder.

C. In the event the City Manager shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to her professional activities, in the event any monies are paid, or gifts received, by the City Manager related to such service, such money or property shall be paid over to or delivered to the City, unless otherwise provided by the City Council.

Section 4. Automobile Allowance and Communications Equipment.

The City Manager is required to be on call for twenty-four (24) hour service. In recognition thereof:

A. The City shall grant to the City Manager an automobile allowance of \$500 per month, and the City Manager shall purchase, maintain and insure said vehicle. The City Manager shall not seek, and is not entitled to reimbursement for vehicular travel within 150 miles of the City. The City agrees to reimburse the City Manager for mileage for travel outside of 150 miles of the City associated with business of the City pursuant to the City's normal reimbursement policy.

B. The City shall provide the City Manager with cellular telephone capacity in accordance with City policy.

Section 5. Dues and Subscriptions.

The City agrees to pay the City Manager's professional dues for membership in the International City/County Management Association (ICMA), and the Florida City and County Management Association. The City shall pay other dues and subscriptions on behalf of the City Manager as are approved in the City's annual budget (on a line item basis) or as authorized separately by the City Council.

Section 6. Professional Development.

To the extent provided for and approved in the City's adopted budget, the City agrees to pay reasonable and customary travel and subsistence expenses for the City Manager's travel to and attendance at the International City/County Management Association's (ICMA) annual conference, the Florida City and County Management Association's annual conference and the Florida League of Cities, and such other national, regional, state, and local governmental groups and committees thereof which City Manager serves as a member. The City may choose to pay for the City Manager's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approves by Council action.

Section 7. Community Involvement.

The City recognizes the desirability of representation in and before local civic and other organizations, and encourages the City Manager to participate in these organizations to foster a continuing awareness of the City's activities as well as the community's attitudes and ideas.

Section 8. Personal Time Off.

The City Manager shall be entitled to twenty-five (25) vacation days per year. Vacation benefits shall accrue at the rate established under standard City personnel policies. Any unused vacation days shall accrue to the City Manager in accordance with City policy. Upon termination of this Agreement by either party, the City Manager shall be paid for each vacation day accrued at her then current salary. Payment for said vacation days shall be made to the City Manager regardless of the manner of termination.

Section 9. Holidays.

The City Manager shall be entitled to observe the same paid legal holidays as other City employees.

Section 10. Sick Leave.

The City Manager shall be entitled to twelve (12) sick days per year. Sick leave shall accrue at the rate established under standard City personnel policies. Payment for all unused sick days shall be made to the City Manager regardless of the manner of termination.

Section 11. Health, Dental, Life and Disability Insurance.

During the City Manager's employment with the City, the City agrees to pay the full premium costs of health, dental and disability insurance under the terms of the City's group policies for an individual plan, subject to any standard City applicable co-pay obligation.

The City agrees to pay for life insurance on the Manager's life, with the City's group life underwriter, in the amount of \$168,525, and said insurance shall increase with salary adjustments. Other insurance shall be available to the Manager during the Manager's employment with the City, on equal terms as is available to other full-time employees.

Section 12. Retirement.

The City agrees to pay, on an annual basis, deferred compensation in an amount equal to the maximum permitted by law. Said deferred compensation shall be paid to the Manager's ICMA retirement Corporation 457 Plan or other qualified 457 designated retirement fund designated by the City Manager. The Deferred Compensation Retirement program shall not exceed the limit established by federal statute and/or regulation. Such payments shall be payable in installments at the same time as other retirement benefits are paid for other employees of the City. The City Manager shall not participate in the City of Riviera Beach General Employee's Pension Plan.

Section 13. Termination by the City and Severance Pay.

A. Without Cause

Should a majority of the entire Council (three members) vote to terminate the services of the City Manager "without cause", then within thirty (30) business days following such vote, the City Council shall cause the City Manager to be paid any accrued and unpaid salary and benefits earned (including personal time off, holiday time and insurance) prior to the date of termination based on a forty (40) hour work week and twenty (20) weeks base salary as severance. As consideration for such payment, the City Manager shall, prior to receipt thereof, execute and deliver to the City a general release of the City and its Council members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the City Attorney. The termination without cause is not conditioned upon the City Manager's acceptance of the terms and conditions of the general release.

B. With Cause

In the event the City Manager is terminated for "just cause," the City shall be obligated to pay only the City Manager's compensation, if any, earned up to the last date of employment and any earned but unused vacation leave and sick leave. For purposes of

this Agreement, "just cause" is defined and limited for purposes of this Agreement to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the City Manager's duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive City policy, rule, or regulation, which would subject any other City employee to termination.
5. The commission of any fraudulent act against the interest of the City.
6. The commission of any act which involves moral turpitude, or which causes the City disrepute.
7. Violation of the International City/County Management Association Code of Ethics.
8. Any other act of a similar nature of the same or greater seriousness.

C. In the event the Council, at any time during the employment term, reduces the salary or other benefits of the City Manager, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time City employees, or in the event the City allegedly refuses to comply with any other material provision of this Agreement benefiting the City Manager, the City Manager shall notify the Council in writing of the alleged violation. The Council shall have forty-five (45) days from such notice within which to cure the violation, otherwise, the City Manager may at her option, consider such violation as termination "without cause" as of the date of such alleged reduction or refusal, and the severance pay provision and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

Section 14. Termination by the City Manager.

The City Manager may terminate this Agreement at any time by delivering to the City Council a written notice of termination not later than sixty (60) days prior to the effective date of the termination. If the City Manager terminates this Agreement, then the severance provisions of Section 13, Paragraph A above, shall not apply. If the City Manager voluntarily resigns pursuant to this Section, the City shall pay to the City Manager all accrued compensation due the City Manager up to the City Manager's final day of employment, including any accrued personal time off. The City shall have no further financial obligation to Employee pursuant to this Agreement.

This subsection shall not prevent the City Manager from collecting any money earned as a result of participation in the City's deferred compensation retirement program.

Section 15. Residency.

A. In accordance with the City Charter, Article II, section 21, the City Manager agrees to establish residency within the corporate limits of the City within 120 days of employment and to maintain residence within the corporate limits of the City throughout the term of this Agreement.

Section 16. Disability.

If the City Manager becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued leave, the City shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 13, Paragraph A of this Agreement, as offset by any disability benefits the City Manager receives from or through the City.

Where necessary, to determine whether to continue the services of the City Manager due to her disability, the City reserves the right to require a physical or psychiatric examination by a qualified physician or psychiatrist to be chosen by the City Manager from a list of at least three doctors approved by the City. In the event such an examination is required, the City will pay all costs of said examination.

Section 17. Indemnification.

A. The City agrees, pursuant to Section 111.07, Florida Statutes to defend, save harmless, and indemnify the City Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action that the City Manager reasonably believes to be in the scope of her duties or function, unless she acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall not be liable for the acts or omissions of the City Manager committed while acting outside the course and scope of her agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the City Manager shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on her behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in her capacity as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

Section 18. Bonding.

The City agrees to bear the full cost of any fidelity or other bonds required of the City Manager under any policy, regulation, ordinance or law.

Section 19. Code of Ethics.

Inasmuch as the City Manager is an active full member of the International City/County Management Association (ICMA), the "Code of Ethics" promulgated by ICMA is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to govern the City Manager's conduct and actions as City Manager of the City.

Section 20. Attorney's Fees.

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, each party agrees to bear its own attorney's fees and costs up to and including trial and appellate proceedings.

Section 21. General Terms and Conditions.

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of City Manager.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Palm Beach County, Florida.

F. Upon City Manager's death, the City's obligations under this Agreement shall terminate except for the following and the City agrees to:

1. Transfer of ownership of retirement funds, if any, to the City Manager's designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;

3. Payment of all outstanding hospitalization, medical and dental bills in accordance with the City's insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

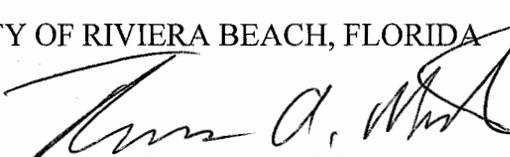
I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

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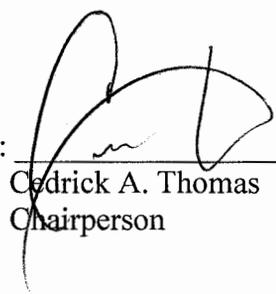
IN WITNESS WHEREOF, the parties have caused this Employment Agreement to be made and entered into the day and year first written above.

CITY OF RIVIERA BEACH, FLORIDA

By: _____


Thomas A. Masters
Mayor

By: _____


Cedrick A. Thomas
Chairperson

ATTEST:

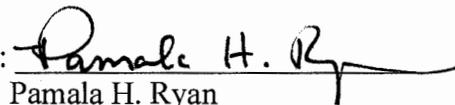
By: _____


Carrie E. Ward
City Clerk

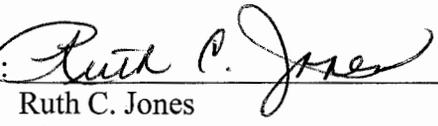
9-13-13

As to form and legal sufficiency:

By: _____


Pamala H. Ryan
City Attorney

By: _____


Ruth C. Jones
City Manager

RESOLUTION NO. 87-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SETTING THE MAXIMUM MILLAGE RATE FOR FISCAL YEAR 2013-2014 AT A RATE OF 8.9980 MILLS; 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 by the end of July ; 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:

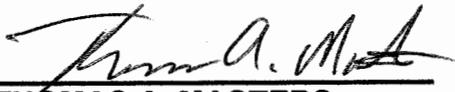
SECTION 1. The City Council set the maximum millage at 8.9980 mills for fiscal year 2013-2014.

SECTION 2. That the first public hearing be held in the City Council Chambers on Wednesday, September 4, 2013 at 6:30 p.m.

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

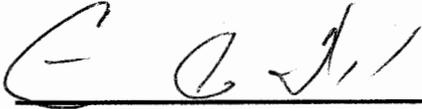
PASSED and APPROVED this 17 day of July, 2013.

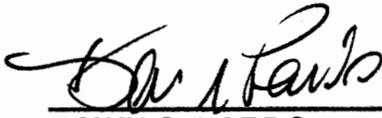
APPROVED:

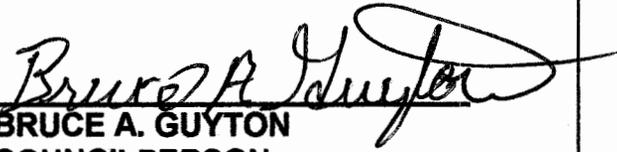

THOMAS A. MASTERS
MAYOR

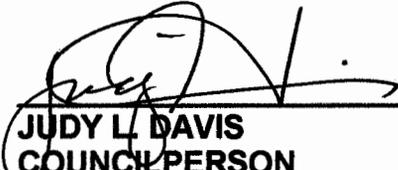

CEDRICK A. THOMAS
CHAIRPERSON

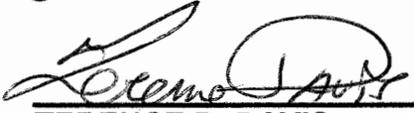
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


BRUCE A. GUYTON
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

D. PARDO AYE

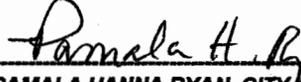
J. DAVIS AYE

B. GUYTON AYE

C. THOMAS AYE

T. DAVIS OUT

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/17/13

RESOLUTION NO. 88-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING ARCHITECTS DESIGN GROUP INC. (ADG) AS THE TOP RANKING FIRM RESPONDING TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 389-13 FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR DEVELOPMENT OF DESIGN SPECIFICATIONS, CONSTRUCTION DOCUMENTS, AND RELATED SERVICES FOR A NEW RIVIERA BEACH PUBLIC SAFETY/PUBLIC WORKS COMPLEX AND VARIOUS IMPROVEMENTS TO EXISTING BUILDINGS LOCATED AT 1481 15TH STREET, RIVIERA BEACH, FL, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT WITH ARCHITECTS DESIGN GROUP INC. IN THE AMOUNT OF \$581,989.00; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the Consultants Competitive Negotiations Act Chapter 287, Fla. Stat., the City issued a Request for Qualifications and Proposals No. 389-13; and seeking qualifications and proposal from qualified corporations, firms, or individuals to provide professional design services for the City's new Public Safety/Public Works Complex and additional related professional design services; and,

WHEREAS, pursuant to its applicable procedures, Architects Design Group, Inc. (ADG) was evaluated as the top ranked firm for RFQ No. 389-13 to provide professional design services based on the firm's qualifications as a regionally recognized firm having specialized and broad experience in the desired field of design services; and

WHEREAS, staff successfully negotiated a Contract for said professional design services with Architects Design Group, Inc. (ADG): and

WHEREAS, the purpose of the Contract is to set forth certain terms and conditions which shall be incorporated by reference into all work for the specific project or services as directed by the City.

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

SECTION 1. That the City Council hereby awards a Professional Services Contract to Architects Design Group, Inc. to provide professional architectural design services for a

RESOLUTION NO. 88-13

PAGE 2

new Riviera Beach Public Safety/Public Works Complex and various improvements to existing buildings located at 1481 15th Street, Riviera Beach, FL.

SECTION 2. That the Mayor and City Clerk are hereby authorized to execute the contract with Architects Design Group, Inc. on behalf of the City of Riviera Beach for professional architectural design services for a new Riviera Beach Public Safety/Public Works Complex and various improvements to existing buildings located at 1481 15th Street.

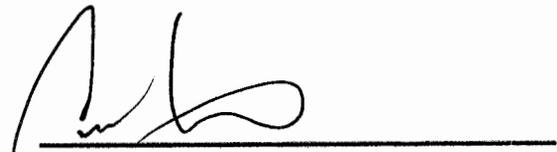
SECTION 3. That the City Manager shall have authority to approve change orders in an amount not to exceed ten percent (10%) of the contract amount.

SECTION 4. This resolution shall become effective upon its passage and approval by the City Council.

PASSED AND APPROVED on this 17 day of July, 2013.

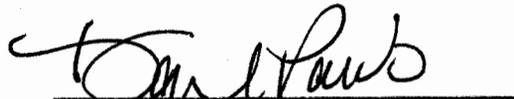
APPROVED:


THOMAS A. MASTERS
MAYOR


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


JUDY L. DAVIS
COUNCILPERSON


TERENCE D. DAVIS
COUNCILPERSON


BRUCE A. GUYTON
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

J. DAVIS AYE

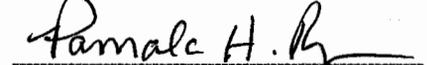
T. DAVIS NAY

C. THOMAS AYE

D. PARDO OUT

B. GUYTON AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/17/13

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT (hereinafter called Contract) is made this 11 day of July, 2013, by and between the City of Riviera Beach, Florida, a municipal corporation of Florida (hereinafter called CITY) and ARCHITECTS DESIGN GROUP, INC., a Florida Corporation, (hereinafter called ARCHITECT) whose Federal I.D. number is **59-1543158**.

RECITALS

WHEREAS, in accordance with the Consultants Competitive Negotiations Act, Chapter 287, Fla. Stat., the CITY issued a Request for Qualifications and Proposals (No: 389-13) (hereafter called CITY's RFQ) seeking qualifications and proposals from qualified corporations, firms or individuals to provide professional design services for the CITY's new public safety/public works complex; and,

WHEREAS, pursuant to its applicable procedures, the CITY selected the ARCHITECT to provide said professional design services based on ARCHITECT's qualifications as a firm having specialized in the desired field of design services; and,

WHEREAS, the ARCHITECT is willing and able to perform such professional design services for the CITY in accordance with the basic terms and conditions herein set forth; and,

WHEREAS, the purpose of this Contract is intended to set forth certain terms and conditions which shall be specific to the design of the CITY's new Public Safety Complex.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, it is hereby agreed that the ARCHITECT shall serve as the CITY's design professional and owner's representative for the design of the new public safety complex pursuant to the terms of this Contract and will give consultation, services and advice to the CITY during the performance of the services on the terms and conditions hereinafter set forth.

SECTION 1: INCORPORATION OF RECITALS. The foregoing true and correct recitals are hereby incorporated into this Contract.

SECTION 2: ARCHITECT'S SERVICES. The ARCHITECT will be engaged by the CITY to provide professional services for the design of the new public safety complex. The terms and conditions of this Contract shall govern all such work unless specifically stated and agreed to by the parties in the executed contract. The services of the ARCHITECT may be for the following types of projects or similar disciplines:

- a. Programming Needs Assessment (if needed) for the new public safety complex;
- b. Master Planning for the new public safety complex;
- c. Standard Architectural and Engineering Services for the new public safety complex; and,
- d. Additional Design Services including, but not limited to those identified in the CITY's RFQ and the ARCHITECT's responsive proposal to the CITY's RFQ number 389-13 (hereafter called ARCHITECT's Proposal).

Subsequently, other services falling generally into the areas of professional design services related to the public safety complex may be added by executed work order.

SECTION 3: ARCHITECT'S RESPONSIBILITIES. In addition to other responsibilities described in this Contract, the ARCHITECT shall have the following responsibilities:

- a. The ARCHITECT shall perform the professional services to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided.
- b. Any amendment, extension or modification to this Contract must be coordinated and approved by the CITY in writing prior to execution and commencing any work under said amendment, extension or modification.
- c. The CITY shall have the right to approve or disapprove any sub-consultant or sub-contractor of the ARCHITECT.
- d. ARCHITECT shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The ARCHITECT shall submit for the CITY's approval a schedule for the performance of the ARCHITECT's services. The schedule shall include allowances for periods of time required for the CITY's review, for the performance of the CITY's consultants, and for approval of submissions by authorities having jurisdiction over the Project.
- e. The schedule shall be extended as necessary in writing by the parties for periods of suspension or delay resulting from circumstances beyond the ARCHITECT's control. The ARCHITECT shall promptly provide the CITY with written notice of any such periods of suspension or delay resulting from circumstances beyond the ARCHITECT's control. The ARCHITECT shall not be entitled to an increase in the sum or payment or compensation of any kind from the CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of periods of suspension or delay, disruption, interference or hindrance from any circumstances beyond the ARCHITECT's control. Provided, however, and subject to the provisions of sovereign immunity set forth in § 768.28, Fla. Stat., and otherwise under the law, that this provision shall not preclude recovery or damages by the ARCHITECT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the CITY or its agents. Otherwise, the ARCHITECT shall be entitled only to extensions of the schedule or time as the sole and exclusive remedy for such resulting delay or suspension, in accordance with and to the extent specifically provided above. However, should any suspension or delay be due to circumstances within the ARCHITECT's control, the CITY shall have the right to withhold, set-off or reduce any payment to the ARCHITECT in an amount reasonably necessary to compensate CITY for any direct, incidental and consequential damages to the CITY. No extension of time shall be made for periods of suspension or delay resulting from circumstances beyond the ARCHITECT's control occurring more than seven (7) days before the

ARCHITECT provides written notice to the CITY of such periods of suspension or delay.

- f. ARCHITECT shall designate a representative to act on ARCHITECT's behalf with respect to the Project. Such person shall have authority to transmit instructions, receive information, interpret and define the ARCHITECT's policies with respect to the Project. Unless otherwise specified, the ARCHITECT's representative shall be **IAN A. REEVES, PRESIDENT**.
- g. The ARCHITECT shall maintain the confidentiality of information specifically designated as confidential by the CITY, unless withholding such information would violate the law, including, but not limited to, Florida's Public Records law, Chapter 119, Fla. Stat. , pursuant to section 119.0701 ARCHITECT shall;
 - (a) Keep and maintain all public records that ordinarily and necessarily would be required by the City to keep and maintain in order to perform the services under this Agreement.
 - (b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- h. ARCHITECT shall review laws, codes, and regulations applicable to the ARCHITECT's services. ARCHITECT shall comply with all laws, codes and regulations imposed by governmental authorities having jurisdiction over the Project, including but not limited to, CITY policies, Palm Beach County's Code of Ordinances, or other local, state or federal regulations for the Project.
- i. ARCHITECT shall be entitled to rely on the accuracy and completeness of services and information furnished by the CITY. However, ARCHITECT shall provide prompt written notice to the CITY if ARCHITECT becomes aware of any errors, omissions or inconsistencies in such services or information.
- j. If, after a Project has begun, an error or omission by the ARCHITECT is discovered and the Project can still be provided within the planned schedule without cost to the CITY, then the ARCHITECT will correct such error or omission in accordance with said schedule.

SECTION 4: CITY'S RESPONSIBILITIES. In addition to other responsibilities described in this Contract, the CITY shall have the following responsibilities:

- a. Designate in writing a person to act as the CITY's representative with respect to the services to be rendered under this Contract. Such person shall have authority to transmit instructions, receive information, interpret and define the CITY's policies with respect to the ARCHITECT's services for the Project. Unless otherwise specified, the CITY's representative shall be **Danny Jones, Deputy City Manager.**
- b. Provide all available criteria and full information as to the CITY's requirements for the Project, and performance requirements and expectations, flexibility and expandability, and any budgetary limitations; and furnish copies of all available information to be utilized in a Project. However, if such information is not provided, ARCHITECT shall immediately notify the CITY in writing of the information needed from the CITY for a Project. Furthermore, it shall be ARCHITECT's sole responsibility to ensure that each Project is accomplished in accordance with all local, state and federal rules, ordinances, regulations and laws as they may be applicable to each Project.
- c. Arrange for access to and make all provisions for the ARCHITECT to enter upon public and private property as required for the ARCHITECT to perform services under this Contract.
- d. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the ARCHITECT, obtain advice of an attorney, insurance counselor and other consultants the CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ARCHITECT. The CITY shall be entitled to rely on the accuracy and completeness of services and information furnished by the ARCHITECT.
- e. Give prompt written notice to the ARCHITECT whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of ARCHITECT's services, or any defect or nonconformance in any aspect of the Project.

SECTION 5: TERM OF SERVICES AND COMPENSATION.

- a. This Contract shall be for a term of three (3) years from the date of execution by the CITY unless earlier terminated in accordance with the terms and conditions of this Contract.
- b. The CITY shall pay the ARCHITECT the amount not to exceed Five Hundred Eighty-One Thousand Nine Hundred Eighty Nine (\$581,989.00) which shall include certain reimbursable expenses (as addressed below). The fees are set forth more specifically in "Exhibit A". ARCHITECT's reimbursable expenses will be billed at 1.1 times cost under this Contract.

- c. ARCHITECT reimbursable expenses shall include only the following:
 - i. Mileage for travel that exceeds fifty (50) miles from ARCHITECT's principal place of business (in accordance with Florida Statutes);
 - ii. Long distance telephone calls;
 - iii. Fees paid for securing approval of authorities having jurisdiction over a Project;
 - iv. Reasonable expenses for reproductions, standard form documents, postage and delivery of same to the CITY or other authorities having jurisdiction over a Project;
 - v. Renderings, models and mock-ups requested by the CITY; and,
 - vi. Other similar direct Project-related expenditures approved in advance by the CITY.

- d. ALL of the ARCHITECT's compensation will be set forth in this contract. Services undertaken or expenses incurred by the ARCHITECT exceeding an amount identified in this Contract shall be the liability of the ARCHITECT.

SECTION 6: METHOD OF PAYMENT.

- a. ARCHITECT shall invoice the CITY not more frequently than monthly for services that have been rendered in conformity with this Contract. The CITY's representative shall review each invoice and then forward each invoice to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

- b. Final Invoice - In order for both parties herein to close their books and records, ARCHITECT will clearly state "final invoice" on the ARCHITECT's final/last billing to the CITY. This certifies that all Services have been properly performed and all charges 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 ARCHITECT.

- c. If the CITY fails to make any payment due the ARCHITECT for services and expenses under this Contract within forty-five (45) days after the ARCHITECT's transmittal of its invoice to the CITY, the ARCHITECT may, after giving notice to the CITY, suspend services under this Contract until it has been paid in full all amounts due.

- d. If the CITY disputes any invoice or part of an invoice, CITY shall notify ARCHITECT of such dispute within fifteen (15) days of receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to ARCHITECT in accordance with the terms and conditions of this Contract.

SECTION 7. USE OF DOCUMENTS. All documents, including but not limited to drawings, specifications, plans, reports, other items and data stored electronically (collectively referred to as "Documents" hereafter), prepared by the ARCHITECT and ARCHITECT's sub-consultants or sub-contractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the CITY. The ARCHITECT shall have the right to utilize pictorial representations of the projects elements for the purpose of future marketing, but may in no way re-use design components without the express written permission of the City. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, ARCHITECT and ARCHITECT's sub-consultants and sub-contractors will assign to CITY all right, title and interest in and to ARCHITECT's and/or ARCHITECT's sub-consultants' and sub-contractors' copyright(s) for such Documents. ARCHITECT shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonable request, including, without limitation, executing and filing, at CITY's expense, copyright applications, assignments and other documents required for the protection of CITY's right to such Documents. The ARCHITECT shall retain copies of the Documents for a period of five (5) years from the date of completion of the Project. The CITY grants to the ARCHITECT and ARCHITECT's sub-consultants and sub-contractors the right and/or limited license to use a portion of the Documents prepared by the ARCHITECT or the ARCHITECT's sub-consultants and sub-contractors in future projects of the ARCHITECT or the ARCHITECT's sub-consultants and sub-contractors with said right and/or limited license to use a portion at ARCHITECT's or ARCHITECT's sub-consultant's and sub-contractor's own risk and without any liability to CITY.

The ARCHITECT and the ARCHITECT's sub-consultants and sub-contractors, upon written request from the CITY, will provide in electronic form applicable portions of any Documents prepared for a Project appropriate to and for use of CITY or CITY's consultants. Release of the electronic form to CITY's consultants shall be without liability to the ARCHITECT.

Any modifications made by the CITY to any of the ARCHITECT's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the ARCHITECT will be at the CITY's sole risk and without liability to the ARCHITECT. Any electronic files not containing an electronic seal are provided only for the convenience of the CITY, and use of them is at the CITY's sole risk.

SECTION 8: INDEMNIFICATION. The ARCHITECT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ARCHITECT and other persons employed or utilized by the ARCHITECT in the performance of a Project.

The ARCHITECT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnification including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs.

If, consistent with the foregoing indemnification, the ARCHITECT is responsible for indemnifying the CITY for a liability, damage, loss and/or cost to the CITY, any sums due ARCHITECT under this Contract may be offset, reduced or withheld by the CITY until that claim for indemnification by the CITY has been resolved or settled, and any amount offset, reduced or withheld by the CITY under this Section shall not be subject to payment of interest by the CITY.

Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or ARCHITECT, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in section 768.28, Fla. Stat.

SECTION 9: PERSONNEL. The ARCHITECT 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 ARCHITECT 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.

All of the ARCHITECT's personnel (and all sub-consultants and sub-contractors) while on CITY premises, will comply with all CITY requirements governing conduct, safety, and security.

SECTION 10: SUB-CONSULTANTS. The CITY reserves the right to accept the use of a sub-consultant or sub-contractor or to reject the selection of a particular sub-consultant or sub-contractor and approve all qualifications of any sub-consultant or sub-contractor in order to make a determination as to the capability of the sub-consultant or sub-contractor to perform properly under this Contract. The ARCHITECT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Rejection of a proposed sub-consultant or sub-contractor may result in a change in pricing unless such rejection is due solely to a lack of qualifications or poor performance.

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

All sub-consultants or sub-contractors providing professional services to the ARCHITECT under this Contract will also be required to provide their own insurance coverage identical to those contained in this Contract. In the event that a sub-consultant or sub-contractor does not have insurance or does not meet the insurance limits as stated in this Contract, the ARCHITECT shall indemnify and hold harmless the CITY for any claim in excess of the sub-consultant's or sub-contractor's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant and/or sub-contractor. The CITY will make no attempt to fix the scope of services for any of the ARCHITECT's sub-consultants or sub-contractors. The ARCHITECT shall be solely responsible for fixing the scope of services for the ARCHITECT's sub-consultants and sub-contractors and the responsibilities of each. Nothing herein shall be construed as creating a contractual relationship between the CITY and the ARCHITECT's subconsultants or subcontractors.

SECTION 11: TERMINATION. This Contract may be cancelled by the ARCHITECT 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 ARCHITECT; 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, upon ten (10) days prior written notice to the ARCHITECT. Unless the ARCHITECT is in breach of this Contract, the ARCHITECT 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 ARCHITECT 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.

Termination of this Contract shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that this Contract is subject to budgeting and appropriation by the CITY of funds sufficient to pay the costs associated herewith in any fiscal year of the CITY. Notwithstanding anything in this Contract to the contrary, in the event that no funds are appropriated or budgeted by the CITY's governing board in any fiscal year to pay the costs associated with the CITY's obligations under this Contract, or in the event the funds budgeted or appropriated are, or are estimated by the CITY to be, insufficient to pay the costs associated with the CITY's obligations hereunder in any fiscal period, then the CITY will notify ARCHITECT of such occurrence and either the CITY or ARCHITECT may terminate this Contract by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the CITY of any kind whatsoever and the CITY shall pay ARCHITECT in accordance with the terms of this Contract.

SECTION 12: FEDERAL AND STATE TAX. The CITY is exempt from payment of Florida State Sales and Use Tax. The ARCHITECT shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the ARCHITECT authorized to use the CITY's Tax Exemption Number in securing such materials. The ARCHITECT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits.

SECTION 13: INSURANCE.

- A. Prior to execution of this Contract by the CITY, the ARCHITECT 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 ARCHITECT has obtained insurance of the type, amount, and classification as required for strict compliance with this Section 13 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 ARCHITECT of its liability and obligations under this Contract.

- B. The ARCHITECT 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 ARCHITECT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000.00 per occurrence to protect the ARCHITECT 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 ARCHITECT or by anyone directly or indirectly employed by or contracting with the ARCHITECT.
- D. The ARCHITECT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the ARCHITECT 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 ARCHITECT or by anyone, directly or indirectly, employed by the ARCHITECT.
- E. The ARCHITECT shall maintain during the life of this Contract Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the ARCHITECT shall specifically include the CITY as an "Additional Insured".
- G. The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

SECTION 14: SUCCESSORS AND ASSIGNS. The CITY and the ARCHITECT 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 ARCHITECT 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 ARCHITECT.

SECTION 15: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Contract or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon.

Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 16: INDEPENDENT CONTRACTOR RELATIONSHIP. The ARCHITECT is, and shall be, in the performance of all Services under this Contract, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the services performed pursuant to this Contract shall at all times, and in all places, be subject to the ARCHITECT'S sole direction, supervision, and control. The ARCHITECT shall exercise control over the means and manner in which it and its employees perform the services.

SECTION 17: ACCESS AND AUDITS. The ARCHITECT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the services 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 ARCHITECT's place of business.

SECTION 18: NONDISCRIMINATION. The ARCHITECT 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, marital status, or sexual orientation.

SECTION 19: ENFORCEMENT COSTS. All parties shall be responsible for their own attorney's 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.

SECTION 20: AUTHORITY TO PRACTICE. The ARCHITECT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services under this Contract, and that it will at all times conduct its business and provide the services under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

SECTION 21: 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, to remainder of this Contract, or the application of such terms or provision, 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.

SECTION 22: CONTINGENT FEES. ARCHITECT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the ARCHITECT to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ARCHITECT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the CITY shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 23: PUBLIC ENTITY CRIMES. ARCHITECT acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or ARCHITECT under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The ARCHITECT will advise the CITY immediately if it becomes aware of any violation of this statute.

SECTION 24: TRUTH-IN NEGOTIATIONS CERTIFICATE. Signature of this Contract by the ARCHITECT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates and other factual unit costs supporting the ARCHITECT's compensation are accurate, complete, and current at the time of the CITY's approval and are no higher than those charged to the ARCHITECT's most favored customer for the same or substantially similar service. Accordingly, the original agreed to cost and any amendments thereto will be adjusted to exclude any significant sums by which CITY determines the cost was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such cost adjustments must be made within three (3) years following the end of this Contract.

SECTION 25: NOTICE. All notices required in this Contract shall be sent by certified mail, return receipt requested, or by nationally recognized overnight carrier, and if sent to the CITY shall be mailed to:

**DANNY JONES
DEPUTY CITY MANAGER
600 BLUE HERON
RIVIERA BEACH, FL 33404**

With copy to:

**CITY ATTORNEY
600 W. BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404**

and if sent to the ARCHITECT shall be mailed to:

**IAN A. REEVES, PRESIDENT
ARCHITECTS DESIGN GROUP, INC.
333 NORTH KNOWLES AVENUE
WINTER PARK, FL 32789**

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 26: ENTIRETY OF CONTRACTUAL AGREEMENT. The CITY and the ARCHITECT agree that this 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 ARCHITECT and the CITY by and through its CITY Council.

SECTION 27: TIME. Unless otherwise mutually agreed by the ARCHITECT and CITY, time shall be of the essence with respect to all Projects under this Contract.

SECTION 28: 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.

SECTION 29: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 30: PREPARATION. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 31: MATERIALITY. All provisions of the Contract shall be deemed material. In the event ARCHITECT 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.

SECTION 32: EXHIBITS AND CONTRACT DOCUMENTS. Each exhibit and other contract documents referred to in this Contract (including those in Section 34 below) forms an essential part of this Contract. The exhibits and other contract documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

SECTION 33: CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS. This Contract consists of the following contract documents: the CITY's RFQ; the ARCHITECT's Proposal; and, this Contract itself. The ARCHITECT agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between any of the aforementioned documents, the order of precedence for the aforementioned documents shall be in the following order:

1. This Contract;
2. Then the CITY's RFQ; and,
3. Then the ARCHITECT's Proposal.

Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 34: LEGAL EFFECT. This Contract shall not become binding and effective until approved by the CITY by and through its CITY Council.

SECTION 35: 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.

SECTION 36: 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 immediate termination:

- a. The filing of a lien by any sub-consultant, sub-contractor or third tier sub-contractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use 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 ARCHITECT;
- b. The filing of any judgment lien against the assets of ARCHITECT 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 ARCHITECT; or
- c. The filing of a petition by or against ARCHITECT for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of ARCHITECT or ARCHITECT's property; or an assignment by ARCHITECT for the benefit of creditors; or the taking possession of the property of ARCHITECT by any governmental officer or agency pursuant to statutory authority for the dissolution or

liquidation of ARCHITECT; or if a temporary or permanent receiver or trustee shall be appointed for ARCHITECT or for ARCHITECT's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

- d. Due to circumstances within the control of the ARCHITECT, ARCHITECT fails to provide Services under this Contract on schedule as agreed to by ARCHITECT.

ARCHITECT shall provide written notice to the CITY of the occurrence of any event of default within five (5) days of ARCHITECT's receipt of notice or knowledge of any such default.

SECTION 37: WAIVER OF SUBROGATION. ARCHITECT 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 ARCHITECT 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 ARCHITECT enter into such an agreement on a pre-loss basis.

SECTION 38: COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Contract.

SECTION 39: CONFLICTS OF INTEREST. The ARCHITECT 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 Section 112.311, Florida Statutes. The ARCHITECT further represents that no person having any such conflicting interest shall be employed for said performance. The ARCHITECT shall promptly notify the CITY's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the ARCHITECT'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 ARCHITECT 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 ARCHITECT. The CITY agrees to notify the ARCHITECT of its opinion by certified mail within thirty (30) days of receipt of notification by the ARCHITECT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ARCHITECT, the CITY shall so state in the notification and the ARCHITECT 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 ARCHITECT under the terms of this Contract.

SECTION 40: INDEBTEDNESS. The ARCHITECT 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 ARCHITECT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

SECTION 41: REPRESENTATION AND BINDING AUTHORITY. ARCHITECT 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, I.S.K. Reeves, President, hereby represents to the CITY that he has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

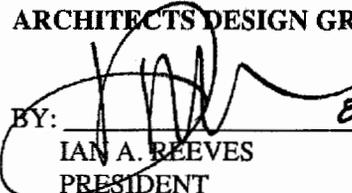
SECTION 42: NOTICE OF COMPLAINTS OR SUITS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in 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.

IN WITNESS WHEREOF, the CITY and ARCHITECT unto this Contract for Professional Services have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

BY: 
THOMAS A. MASTERS
MAYOR

ARCHITECTS DESIGN GROUP, INC.

BY:  01.03.13
IAN A. REEVES
PRESIDENT

ATTEST:

BY: 
CARRIE E. WARD, MMC,
CITY CLERK

(CORPORATE SEAL)



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
DANNY JONES
DEPUTY CITY MANAGER

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EXHIBIT 1

Duties, Responsibilities and Limitations of the Authority of
Architect and its sub-consultants during the Construction
Administration Phase.

GENERAL.

The ARCHITECT'S dealings in matters pertaining to the on-site work will in general be only with the CITY, and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

DUTIES AND RESPONSIBILITIES.

Architect and its representatives shall:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with CITY and CONTRACTOR concerning their acceptability.
2. Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences and notify in advance those expected to attend. Attend meetings and maintain and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as CITY'S liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist him in understanding the intent of the Contract Documents. Assist CITY in serving as CITY'S liaison with CONTRACTOR when CONTRACTOR's operations affect CITY'S on-site operations.
 - b. Assist in obtaining from CITY additional details or information, when required at the job site for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Receive and record date of receipt of Shop Drawings and samples which has been furnished by CONTRACTOR.
 - b. Review the Shop Drawings for conformance with the information given in the Contract Documents.
 - c. Provide review and approval of Shop Drawings (as that term is defined in the General Conditions of the Project Contract Documents) and samples, the results of tests and inspections and other data which any CONTRACTOR is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR (S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR (S) in accordance with the Contract Documents.

EXHIBIT 1 (Cont'd.)

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.
 - b. Report to CITY AND CONTRACTOR whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, test or approvals required to be made; and advise CITY when he believes work should be corrected or rejected or should be uncovered for observations, or requires special testing or inspection.
 - c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and startups.
 - d. Accompany CITY and visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections.
 - e. Through more extensive on-site observations of the work in progress and field checks of materials and equipment, ARCHITECT shall endeavor to provide further protection for CITY against defects and deficiencies in the work.
6. Interpretation of Contract Documents:

Transmit to CONTRACTOR clarification and interpretation of the Contract Documents.
7. Modifications:
 - a. Consider and evaluate CONTRACTOR's suggestion for modifications in Drawings or Specifications and report them with recommendations to ARCHITECT.
 - b. Prepare routine change orders as required; he may, as CITY'S representative, require special inspection or testing of the work; he shall act as interpreter of the performance there under by the parties thereto and shall make decisions on all claims of CITY and CONTRACTOR(S) relating to the execution and progress of the Work and all other matters and questions related thereto.
 - c. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.
8. Records:
 - a. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, ARCHITECT's clarifications and interpretations of the Contract Documents, progress reports and other Project-related documents.

EXHIBIT 1 (Cont'd.)

- b. Advise CITY whenever CONTRACTOR is not currently maintaining an up-to-date copy of Record Drawings at the site.
9. Reports:
- a. Furnish CITY periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the approved progress schedule, schedule of Shop Drawing submissions and other schedules.
 - b. Consult with CONTRACTOR in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Prepare monthly narrative report for submittal to CITY on project progress.
10. Payment Requisitions:
- a. Based on his on-site observations as an experienced and qualified professional and on his review of CONTRACTOR(S) and approve in writing payments to CONTRACTOR(S) in such amounts; such approval of payment will constitute a representation to CITY, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval), but by approving an application for payment ARCHITECT will not be deemed to have represented that he has made any examination to determine how or for what purposes any CONTRACTOR has used the monies paid on account of the Contract Price, or that title to any of the CONTRACTOR(S)' work, materials, or equipment has passed to CITY free and clear of any lien, claims, security interests or encumbrances.
 - b. Receive and check CONTRACTOR(S)' or subcontractor's payrolls for compliance with the provisions of the Contract.
11. Guarantees, Certificates, Maintenance and Operation Manuals:
During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver these data upon review and forwarding to CITY prior to final acceptance of the Project.
12. Completion:
- a. Before ARCHITECT issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction.

EXHIBIT 1 (Cont'd.)

- b. Conduct final inspection in the company of CITY, and CONTRACTOR and prepare a final list of items to be corrected.
- c. Verify that all items on final list have been corrected and make recommendations to CITY concerning acceptance.

LIMITATIONS OF AUTHORITY.

The Resident Project Representative:

- 1. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
- 2. Shall not expedite Work of the CONTRACTOR.
- 3. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
- 4. Shall not assist CONTRACTOR in maintaining up-to-date copy of Record Drawings.



July 2, 2013

Mr. Terrence Bailey, City Engineer
City of Riviera Beach
2391 Avenue "L"
Riviera Beach, Florida 33404

**Re: Riviera Beach Public Safety / Public Works Complex
Proposal for Architectural / Engineering Services
ADG Project No. 904-13**

Dear Mr. Bailey:

Please find attached our proposal for those tasks being requested under RFQ #389-13 to include the Professional Architecture and Engineering services for the proposed Public Safety / Public Works Complex. We are also available to meet with you and the City staff to review and discuss this proposal upon your request.

Thank you for this opportunity to work with the City staff on this exciting project. We are very much looking forward to it.

I remain, sincerely,

Ian A. Reeves, AIA
President

Cc: TC, MN – ADG

ATTACHMENT "A"

Scope of Services

Riviera Beach Public Safety / Public Works Complex

Riviera Beach, Florida

ADG Project No. 904-13

July 2, 2013

General Description:

Project is general described as the preparation of Design and Specifications documents for the construction build-out of existing buildings at 1481 15th Street, Riviera Beach, Florida for the following Departments:

Police – 23,000 – 30,000 SF of space for police operations within an existing building; Adaptive re-use of 27,000 SF of administrative grade office space for administrative and conference/training space.

Fire – new construction for a 6,000 SF Fire Station, if directed by the City.

Fire – Develop a new Fire Administration within the existing main building, size TBD.

EOC – new construction for a 4,000 SF Emergency Operations Center designed in accordance with FEMA guidelines, and State of Florida essential service facility guidelines.

Public Works – design of a new 36,000 SF two-story Public Works Complex within the existing 18,000 SF envelope.

The Phases of Services are herein identified as follows:

1. **Phase I-A: Programming and Space Planning Phase:**

- 1.1 The Architect shall develop, review, and confirm the programs and initial schematic layouts for each public service planned on the site, making any updates as required.
- 1.2 Based upon the recommendations related to facility size, the architect shall identify the land area needed for the building, associated parking and related site requirements, such as stormwater retention, parking areas, landscape requirements and building setback requirements as well as future expansion areas. All identified development options will be verified to be able to be supported by the identified site with site diagrams included within the report.
- 1.3 The Architect shall research and provide information relative to identifying potential additional grant funding sources, noting entities which provide funds for projects of the type envisioned for the Emergency Operations Center (EOC).
- 1.4 This phase shall result in a detailed report, which shall contain recommendations relative to potential solutions, and shall include up to three (3) alternative recommendations as to the size and associated potential costs of each such alternative. Ten (10) copies of this report shall be issued to the City for review and consideration.

ATTACHMENT "A"

Scope of Services

Riviera Beach Public Safety / Public Works Complex

Riviera Beach, Florida

ADG Project No. 904-13

June 20, 2013

Page 2

- 1.5 The results and recommendations of Phase I-A shall be presented to the City project staff and subsequently, if so desired, to the City Commission, at a public meeting(s) and/or workshop meeting.

2. **Phase I-B: Master Planning:**

- 2.1 Based upon the information obtained during finalization of the Programming and Space Planning, the Architect shall participate in a meeting(s) with representatives of the City of Riviera Beach. The premise of this meeting shall be to obtain consensus as to the appropriate land utilization of the designated property and the proposed facility, as well as future expansion requirements.
- 2.2 Based upon the accepted Development Alternative, the Architects shall prepare a Master Plan Document of the selected site, illustrating:
 - 2.2.1 Proposed land utilization of the selected site.
 - 2.2.2 Location and general configuration of "current need" facilities.
 - 2.2.3 Areas of potential expansion for future need.
 - 2.2.4 Location of vehicles access and egress, both staff and public.
 - 2.2.5 Pedestrian areas and site circulation.
 - 2.2.6 Vehicle Parking Areas (Emergency Management, Staff, Public).
 - 2.2.7 Area(s) designated for stormwater retention.
 - 2.2.8 Required Standoff Distances
- 2.3 The Architect shall then prepare a final Master Planning Drawing illustrative of the proposed recommended solution and present same to the staff of the City of Riviera Beach.

3. **Phase II: Standard Architectural and Engineering Services:**

- 3.1 The Architect shall provide services for the standard phases, as defined in the Owner/Architect agreement, for the proposed facilities.
- 3.2 The Architect and the Client recognize that the requested services are of significant magnitude, scheduling and complexity, which may include the facility being developed in terms of "survivability" as may be required by the City. The professional fee for "Standard Services" is noted on Attachment "E".
- 3.3 Required Additional Services, provided concurrent with Phase II services are noted in Attachment "C", with related fees itemized in Attachment "E". Optional Additional Services provided concurrent with Phase II are noted in Attachment "C", with related fees itemized in Attachment "E".

ATTACHMENT "B"
Other Conditions or Services
Riviera Beach Public Safety / Public Works Complex
Riviera Beach, Florida
ADG Project No. 904-13
July 2, 2013

1. **Additional Services:**

The owner reserves the right to authorize additional work on the part of the Architect, or consultants, through the Architects. Said work shall be related to facilities for the City including, but not limited to: feasibility studies, design of new facilities, additions or renovations to existing facilities, master planning and grant applications. These services are to be provided only when authorized in writing by the appropriate authority.

2. **Public Presentations:**

The Architect, if authorized by the owner, shall participate in a public presentation of the proposed study and shall prepare a presentation for the purposes of assisting the City in the public awareness process as an additional service.

2.1 The Architect shall provide the Owner with one set of documents, of said presentation, at no additional cost to the Owner.

2.2 The Architect shall make presentations to the general public at the fixed fee to be established on a per meeting basis. Said presentations shall be attended by up to two (2) members of the Architectural Team.

3. **Compliance With Florida Statute:**

Pursuant to section 287.005(6) (a). Florida Statute, the Architect warrants that he has not employed or retained any other company or person other than a bona fide employee working solely for the Architect to solicit or secure this Agreement and that he has not paid or agreed to any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Architect any fee, commission upon or resulting from the award or making of the Agreement.

Pursuant to section 558.0035, which becomes effective July 1, 2013, "A design professional employed by a business entity or an agent of the business entity is not individually liable for damages resulting from negligence occurring within the course and scope of a professional services contract if:

(a) The contract is made between the business entity and a claimant or with another entity for the provision of professional services to the claimant;

(b) The contract does not name as a party to the contract the individual employee or agent who will perform the professional services;

(c) The contract includes a prominent statement, in uppercase font that is at least 5 point sizes larger than the rest of the text, that, pursuant to this section, an individual employee or agent may not be held individually liable for negligence;

(d) The business entity maintains any professional liability insurance required under the contract; and

ATTACHMENT "B"

Other Conditions or Services

Riviera Beach Public Safety / Public Works Complex

Riviera Beach, Florida

ADG Project No. 904-13

June 20, 2013

Page 2

(e) Any damages are solely economic in nature and the damages do not extend to personal injuries or property not subject to the contract."

4. Phasing of Architects Services:

The initial phase shall consist of the programming, space planning, and master planning of the Riviera Beach Public Safety / Public Works Complex. The second phase shall consist of the design, bidding, and construction administration of the Riviera Beach Public Safety / Public Works Complex.

5. Schedule:

The Architect understands that time is of the essence. Services shall be scheduled and completed within a period of no more than three (3) years unless extended by the City.

ATTACHMENT "C"

Additional Services

Riviera Beach Public Safety / Public Works Complex

Riviera Beach, Florida

A.D.G. Project No. 904-13

July 2, 2013

1. **Required Additional Services:**

The Architect, or his consultants, shall provide the following additional services:

1.1. **Civil Engineering:**

Upon acceptance of the Conceptual Master Plan, civil engineering will be provided based upon a scope of work established with the City. The Professional Compensation Fees for these services shall be as noted in Attachment "E".

1.2. **Landscape Architectural Services:**

Landscape Architectural Services shall be provided by a registered Landscape Architect, selected by the Architect, to provide the Scope of Services to be defined by the accepted Master Site Plan under the premise of developing a "code-minimum" development plan. The Professional Compensation Fees for these services shall be as noted in Attachment "E".

1.3. **Permitting Coordination Services:**

The Architect shall provide permitting coordination services as follows:

1.3.1. Define all permits and/or review agency requirements and provide a graphic chronological assessment.

1.3.2. Prepare and/or coordinate the permitting applications and make the submittals in a timely manner and in accordance with the schedule to be submitted by the Architect upon execution of this agreement by the Client.

1.3.3. Monitor the permitting process and provide written progress reports to the City of Riviera Beach.

1.3.4. The Professional Fee for permitting associated with site and facilities shall be as noted in Attachment "E".

1.4. **Computer Cable System Design Coordination:**

The Architect shall meet with City's Manager of Information Technology staff and establish the basic guide lines for a computer cable system for the facility and shall subsequently prepare a cable plan with appropriate distribution spaces in the facility. The professional fee shall reflect a performance-based specification to coordinate with owner-furnished specifications for this work, and shall be as noted in Attachment "E".

1.5. **Security Consultant:**

The Architect shall obtain the services of a qualified Security Consultant for services related to site and building security systems, including C.C.T.V., access/egress controls, locking devices, and site security systems. The professional fee shall reflect a performance-based specification to coordinate with owner-furnished requirements for this work, and shall be as noted in Attachment "E".

ATTACHMENT "C"

Additional Services

Riviera Beach Public Safety / Public Works Complex

Riviera Beach, Florida

A.D.G. Project No. 904-13

July 2, 2013

Page 2

1.6. Communications Consultant:

The Architect shall be responsible for all services related to the coordination of the communications system(s) for this facility including, but not limited to, transfer of existing equipment, selection and bidding of new equipment, itemization of facility services required (such as electrical, mechanical equipment, etc.) and any other criteria relative to the communications systems of this facility. The professional fee for this service is as noted in Attachment "E".

1.7. Cost Estimating:

The Architect shall retain the services of a cost estimating firm responsible for providing detailed cost estimates at the following intervals:

1.7.1. Completion of Design Development Phase

1.7.2. 75% completion level of the Construction Document Phase

In the event that the City elects to utilize the services of a Construction Manager these fee shall apply to Architectural Services required for coordination of the GMP with the CM.

The professional fee is as noted in Attachment "E".

1.8. Grants Identification:

The Architect, if so desired by the City, shall provide grant preparation services. The professional fee(s) shall be established after identification of a potential grant and/or grants, and is noted in Attachment "E".

1.9. Grants Application:

The Architect shall include, in his report (Phase I) information as to additional potential grants available for a project of this type. It shall identify funding sources, availability of funds and methodology (when appropriate) as to obtaining grant funding. The professional fee shall be as noted in Attachment "E".

2. Optional Additional Services:

The Architect, or his consultants, shall provide the following additional services:

2.1. Interior Design:

2.1.1. Interior design services related to the programming, conceptual design, bidding and supervision of installation of furnishings. The interior designer for this work is identified as Architectural Interiors, Inc. The Fee for this service is identified in Attachment "E".

ATTACHMENT "C"

Additional Services

Riviera Beach Public Safety / Public Works Complex

Riviera Beach, Florida

A.D.G. Project No. 904-13

July 2, 2013

Page 3

2.1.2. Services related to the inventory of existing furnishings and equipment shall be provided billable on an hourly basis, utilizing the rate schedule identified in Attachment "D", or at an agreed upon fixed fee amount. Said services are to be provided only when specifically requested by the Client in writing.

2.2. Off-Site Civil Engineering:

Upon acceptance of the Conceptual Site Plan, if off-site services engineering are required, a scope of work shall be established. Work typically identified as the Scope of Services for Civil Engineering is construction falling outside the property lines or within on-site easements and/or the relocation of existing utilities. The Professional fee shall be agreed upon by the Client, the Architect and Civil Engineer based upon a defined Scope of Services.

2.3. Site and Building Identification/Graphic Design:

Provide graphic design services associated with the design, bidding and construction observation of exterior building identification, graphics and signage.

2.4. Sales Tax Exemption Program:

Riviera Beach may elect to institute a sales tax exemption procedure in compliance with State Statutes, if applicable, the result of which will permit the sales tax exemption of the City to be utilized to purchase equipment, materials, or similar elements to be incorporated into the facility. Coordination services, if provided by the Architect, are established at a value of 17.5% of the gross savings.

2.5. Facility Energy Analysis:

The Architect shall so prepare the Construction Documents as to permit the accomplishment of a detailed energy analysis, to be conducted by an appropriate entity with expertise in providing this service. The purpose of the analysis shall be to maximize energy efficient systems, including insulation, fenestration and similar passive energy applications, to the extent allowable by the project construction budget. The Professional Services Fee shall be as noted in Attachment "E".

2.6. Facility or Site Model:

The Architect shall have constructed a "finished" scale model of the facilities or the overall Master Plan, illustrating site utilization, building massing, access and egress roadways, parking areas, pedestrian walkways and stormwater retention areas. The completed model shall be encased in a Plexiglas cover. The Professional Services Fee shall be as noted in Attachment "E".

2.7. Special Engineering:

Special Structural Engineering services will be provided by the Architect/Engineer, when authorized by the Client, if unusual site soil or geographical conditions are found to exist.

ATTACHMENT "C"

Additional Services

Riviera Beach Public Safety / Public Works Complex

Riviera Beach, Florida

A.D.G. Project No. 904-13

July 2, 2013

Page 4

An additional fee in an amount, to be determined, shall be established, based upon the conditions discovered and the complexity of services necessary to correct said conditions.

2.8. Extended Construction Observation:

The Architect shall provide standard construction observation services during the construction phase. As also noted in this agreement, these services constitute twenty percent (20%) of the value of Standard Services. The Construction Documents will stipulate the period allowed the Construction Manager/General Contractor for construction, which is anticipated to be approximately ten (10) to twelve (12) months. The Architect shall be entitled to Additional Fees if the City's selected builder exceeds this stipulated period which shall be negotiated with the input of the selected Construction Manager/General Contractor and the City's identified Project Manager, said fees being a pro-rata monthly fee of the fee allocated for this phase. These fees shall be documented in the contract specifications as the responsibility of the Construction Manager/General Contractor and shall be payable to the Client to reimburse the Client for payments to the Architect.

2.9. Post Occupancy/Warranty Inspection:

Eleven months after occupancy of the building the Architect and M/E/P Engineers shall conduct a warranty inspection of the building and shall document all systems and elements that are in need of corrective action on the part of the Construction Manager/General Contractor. The Architect shall subsequently re-inspect the facility(s) to establish that noted items have been satisfactorily resolved or if additional work is required on the part of the General Contractor. The Professional Services Fee shall be as noted in Attachment "E". Note that the fee for this service shall be due at the time such services are rendered.

2.10. Site Surveying:

This service is to be provided by the Client; however, in the event that the Architect is requested to provide these services, the Architect shall obtain the services of a Registered Land Surveyor, acceptable to the Client, for a site boundary and topographic survey for the subject property. This service is provided to the Client with the understanding and agreement that the Architect shall have no liability for said services. The professional fee shall be established based upon a defined Scope of Services.

2.11. Geotechnical Engineering:

This service is to be provided by the Client; however, in the event that the Architect is requested to provide these services, the Architect shall obtain the services of a Professional Geotechnical Engineering firm for purposes of sub-surface soils investigation, percolation testing, and foundation recommendations. This service is provided to the Client with the understanding and agreement that the Architect shall have no liability for said services. The professional fee shall be established based upon a defined Scope of Services.

ATTACHMENT "C"

Additional Services

Riviera Beach Public Safety / Public Works Complex

Riviera Beach, Florida

A.D.G. Project No. 904-13

July 2, 2013

Page 5

2.12. Additional Construction Observation Services:

The Client may elect to have the Architect provide additional on-site construction observation services beyond the standard services noted in this Agreement. Such representation, if desired, will be based upon the selection of an option, as provided for in Attachment "E".

2.13. Record/Conformance Drawings:

In the event that the Client desires a record or "as-built" set of construction documents, provided at the conclusion of construction, then the Architect shall be entitled to a professional fee as noted in Attachment "E".

2.14. Sustainable Design Concept Implementation / LEED Design Certification:

The Client desires to pursue Silver Level LEED certification of the project; the Design Team will be responsible for identifying, documenting, and implementing a variety of sustainable design components for the City of Riviera Beach that can be accomplished within the defined project budget. The professional fee shall be as noted in Attachment "E".

2.18 Audio-Visual Consultant:

The Architect shall obtain the services of an individual/Firm with expertise in audio-visual systems and, based upon a defined Scope, shall provide the Client with a proposed professional fee, as noted in Attachment "E".

2.19 Community Outreach Program:

The Architect and its team shall participate in a total of three (3) public community outreach presentations/workshops in an effort of engaging the local community at large. The ADG team will assist with the development of the necessary presentation materials and format and will provide one copy, both digital and hard copy version, to the City for its records. A minimum of two (2) representatives of the ADG team shall participate in each of the requested presentations. The professional fee is as noted in Attachment "E".

ATTACHMENT "D"

Hourly Rates:

Riviera Beach Public Safety / Public Works Complex

Riviera Beach, Florida

ADG Project No. 904-13

July 2, 2013

ARCHITECTS DESIGN GROUP, INC.
ADDITIONAL SERVICES HOURLY RATES
Effective 7/13 through 7/15

Per hour rates of the Architects, Interior Designers and other personnel are established as follows:

Principals.....	178.00/hr.
Studio Department Principals/Project Architects.....	158.00/hr.
Associates.....	132.00/hr.
Project Managers.....	132.00/hr.
Designers.....	79.00/hr.
Computer Draftsperson I.....	66.00/hr.
Computer Draftsperson II	59.00/hr.
Computer Supervisor	86.00/hr.
Threshold Inspector (Certified).....	75.00/hr.
Construction Administrators	102.00/hr.
Specification Writer	89.00/hr.
Senior Draftsperson.....	79.00/hr.
Draftsperson I.....	66.00/hr.
Draftsperson II	59.00/hr.
Accounting Services.....	75.00/hr.
Staff (Word Processor I)	45.00/hr.
Graphic Designer	65.00/hr.
Interior Design Principal.....	95.00/hr.
Interior Design Designer.....	70.00/hr.
Interior Design Specification Writer.....	69.00/hr.
Interior Design Draftsperson I	60.00/hr.

Note: Any changes in the above noted hourly rates, after June, 2014 shall be provided to the Owner thirty (30) days prior to said date and cannot exceed the noted rates by an amount greater than ten (10%) percent.

ATTACHMENT "E"
Professional Fee Allocation
Riviera Beach Public Safety / Public Works Complex
City of Riviera Beach, Florida
 ADG Project No. 904-13
 July 2, 2013

Fee Allocation:

The following is the professional fee allocation for the various services defined in Attachments "A" and "C".

1. **Phase I-A: Detailed Spatial Needs Assessment:**

This task will include providing an update to the existing Police Department spatial needs assessment dated June 17, 2010, review and update (if necessary) to the existing owner-provided Public Works Department spatial needs assessment, and the development of a detailed spatial needs assessment for the Fire Administration and Fire Station, and the Emergency Operations Center.

1.1	Principals Time:		
	41 hrs @ \$178.00/hr.....	\$	7,298.00
1.2	Associates Time:		
	78 hrs @ \$132.00/hr.....	\$	10,296.00
1.3	Graphic Designer:		
	28 hrs @ \$65.00/hr.....	\$	1,820.00
1.4	Interior Design Principal:		
	32 hrs @ \$95.00/hr.....	\$	3,040.00
1.5	Staff (Word Processor I):		
	32 hrs @ \$45.00/hr.....	\$	1,440.00
1.6	Computer Draftsperson I:		
	30 hrs @ \$65.00/hr.....	\$	1,950.00
1.7	Reimbursable Expenses	\$	500.00
1.8	Subtotal.....	\$	26,344.00

2. **Phase I-B: Master Planning:**

2.1	Principals Time:		
	30 hrs @ \$178.00/hr.....	\$	5,340.00
2.2	Associates Time:		
	39 hrs @ \$132.00/hr.....	\$	5,148.00
2.3	Graphic Designer:		
	25 hrs @ \$65.00/hr.....	\$	1,625.00
2.4	Civil Engineering Principal:		
	18 hrs @ \$184.00/hr.....	\$	3,312.00
2.5	Civil Engineering Assistant:		
	9 hrs @ \$87.00/hr.....	\$	783.00
2.6	Land Development Planner:		
	14 hrs @ \$125.00/hr.....	\$	1,750.00

ATTACHMENT "E"
Professional Fee Allocation
Police Department
City of Riviera Beach, Florida
 ADG Project No. 904-13
 July 2, 2013
 Page 2

2.7	Staff (Word Processor I):		
	13 hrs @ \$45.00/hr.....	\$	585.00
2.8	Landscape Architect:		
	9 hrs @ \$130.00/hr.....	\$	1,170.00
2.9	Reimbursable Expenses	\$	600.00
2.10	Subtotal	\$	20,313.00

3. **Phase II: Standard Architectural and Engineering Services:**

The Architectural and Engineering services for the referenced project are based upon the City's stated project construction budget of \$6,049,781, as noted in the "Notice of Recommendation" dated May 7, 2013. The standard A/E services are based upon this development value accordingly:

3.1	Basis of Fee:		
	Estimated Construction Value of		
	\$6,049,781.00 @ 6.5%.....	\$	393,236.00
3.2	Reimbursable Expenses Allowance	\$	16,000.00
3.3	Subtotal	\$	409,236.00

Please Note: The Standard Services Professional Fee is directly related to the Owner-approved construction budget. The figure of \$6,049,781 was developed by and provided to ADG by the City of Riviera Beach. This figure has not been verified to be an accurate reflection of the proposed scope of services and as such, should the City of Riviera Beach approve an increase in the construction budget beyond the noted value, then the Standard Services Professional Fee shall also then be increased by the proportion amount with the 6.5% multiplier applied to determine the amount of the increase in professional fees, and the prime agreement between the City of Riviera Beach and Architects Design Group shall be amended accordingly.

4. **Required Additional Services:**

Required Additional Services consist of a variety of tasks that are outside of the Standard Architectural and Engineering Services as defined by the State of Florida, and considered Additional Services but are recognized to be required for the proposed Public Safety / Public Works Complex. These tasks are itemized and described in Attachment "C" of this Agreement. The following is a summary of these services and their related professional fee allocation.

TASK	TOTAL FEE
4.1 Civil Engineering.....	\$ 30,000.00
4.2 Landscape Architectural Services.....	\$ 14,000.00
4.3 Permitting Coordination Services.....	\$ 5,000.00
4.4 Computer Cable System Design (Performance Spec only).....	\$ 8,400.00
4.5 Site Surveying.....	BY CITY
4.6 Geotechnical Engineering.....	BY CITY
4.7 Communications Consultant.....	\$ 21,136.00
4.8 Security Consultant (Performance Spec only).....	\$ 14,000.00
4.9 Cost Estimating:	
4.9.1 Design Development Phase.....	\$ 6,800.00
4.9.2 75% Completion.....	\$ 5,280.00
4.9.3 90% Completion.....	\$ 3,800.00
4.10 Grants Application Assistance Allowance.....	\$ 10,000.00
4.11 Facility or Site Model / Computer Rendering(s).....	\$ 7,680.00
4.12 Subtotal.....	\$ 126,096.00

5. **Optional Additional Services:**

Optional Additional Services consist of a variety of tasks that are outside of the Standard Architectural and Engineering Services as defined by the State of Florida, and considered to be optional for the proposed Public Safety / Public Works Complex. These tasks are itemized and described in Attachment "C" of this Agreement. The following is a summary of these services and their related professional fee allocation.

TASK	TOTAL FEE
5.1 Interior Design Services: (1.1.1 Attachment "C") \$TBD @ 12%.....	TBD
5.2 Community Outreach Program (3 Presentations).....	\$ 15,000.00
5.3 Site and Building Identifications.....	\$ TBD

5.4	Sales Tax Exemption Program.....	\$	TBD
5.5	Facility Energy Analysis.....	\$	28,800.00
5.6	Special Engineering	\$	TBD
5.7	Extended Construction Observation	\$	TBD
5.8	Post Occupancy/Warranty Inspection.....	\$	5,800.00
5.9	Additional Construction Observation Services.....	\$	SEE ITEM 3
5.10	Record/Conformance Drawings.....	\$	BY G.C.
5.11	Voter Referendum Assistance.....	\$	N/A
5.12	LEED / Sustainable Design Concept Implementation.....	\$	34,980.00
5.13	Audio-Visual Specialty Consulting	\$	TBD
5.14	Subtotal.....	\$	TBD

6. **Additional Construction Observation Services:**

As noted in Attachment "C" the City has the option of requesting construction observation services that are in addition to those provided under terms of the "standard services", which consist of on-site meetings once per month, the following are options for consideration by the City:

6.1 **Option A: Twice-Monthly On-Site Construction Observation Services:**

6.1.1	14 hrs @ \$102.00/hr.....	\$	1,428.00 ^{*1}
6.1.2	Reimbursable Expenses	\$	200.00
6.1.3	Subtotal.....	\$	1,628.00
6.1.4	Subtotal: \$1,628.00 @ 12 months	\$	19,536.00

7. **Summary:**

The following is a summary of services to be provided as well as related expenses:

7.1	Phase I-A: Detailed Spatial Needs Assessment	\$	26,344.00
7.2	Phase I-B: Master Planning / Site Development Concept	\$	20,313.00
7.3	Phase II: Standard Architectural/Engineering Services	\$	393,236.00
7.4	Reimbursable Expense Allowance	\$	16,000.00
7.5	Phase II: Required Additional Services	\$	126,096.00
7.6	Phase II: Optional Additional Services.....	\$	TBD
7.7	Additional Construction Observation Services.....	\$	TBD
7.8	Total/Estimated Professional Fees.....	\$	581,989.00

^{*1} These are hours in addition to those included under standard services. This would equate to a second site visit with documentation per month in addition to the one per month included within the basic services fee, for a total of two site visits with documentation per month.

ATTACHMENT "F"
M/WBE Participation
Riviera Beach Public Safety / Public Works Complex
Riviera Beach, Florida
 ADG Project No. 904-13
 July 2, 2013

1. **M/WBE Participation:**

RFQ #389-13 as issued by the City of Riviera Beach required a minimum of 15% M/WBE minority goal. Our proposed team includes the following consultants and as indicated, exceeds the City's stated 15% goal.

Role of Sub	Firm Name	Location	M/WBE	%
Architect of Record	ADG	Winter Park	No	
Associate Architect	Reginald Cox & Assoc.	Delray Beach	Yes	18%
MEP Eng.	SGM Engineering	Deerfield Beach	Yes	24%
Comm/Tech/Security	TLC Engineering	Orlando	No	
Structural Eng.	RCT Engineering	West Palm Beach	Yes	5%
Civil Eng.	RCT Engineering	West Palm Beach	Yes	2%
Landscape Arch.	Land Design South	West Palm Beach	Yes	1%
Geotechnical Eng.	Nodarse & Assoc.	West Palm Beach	No	
Moisture Consultant	CMC	Tampa	No	
Comm. Liaison	Mami Kisner*	Riviera Beach	No	
Total M/WBE Participation Goal:				50%

*Please Note: Our Community Liaison Coordinator, Mami Kisner, is not registered with the City of Riviera Beach as a MBE business entity.

RESOLUTION NO. 89-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DIRECTING STAFF TO AMEND THE APPLICATION PROCEDURE AND FEES ASSOCIATED WITH PROCESSING LARGE FAMILY CHILD CARE HOME APPLICATIONS, INCLUDING WAIVING SITE PLAN APPLICATION FEES, SPECIAL EXCEPTION FEES AND ADVERTISING FEES FOR A ONE YEAR PERIOD AND ESTABLISHING NEW LANGUAGE ALLOWING FOR LARGE FAMILY CHILD CARE HOME APPLICANTS TO SHARE APPLICATION COSTS AFTER THE ONE YEAR PERIOD EXPIRES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 3, 2010, the City Council passed Resolution No. 138-10, directing staff to develop new land development regulations for Daycare uses for consistency with House Bill 1045; and

WHEREAS, the definition of a Large Family Child Care Home and conditions of approval were established via Ordinance No. 3092 on May 18, 2011; and

WHEREAS, any request to establish a new Large Family Child Care Home requires approval through the special exception process, which entails staff analysis, review by the Planning and Zoning Board and final approval by the City Council; and

WHEREAS, section 8 of Ordinance No. 3092 allowed for application fees for Large Family Child Care Homes to be waived for a one year period after the adoption of the Ordinance, from May 18, 2011, to May 18, 2012; and

WHEREAS, the City Council wishes to waive the established site plan application fee (\$1,500), the special exception application fee (\$1,500) and the advertising fee (\$1,000) for a period of one year for all Large Family Child Care Home applications; and

WHEREAS, the City Council wishes to direct staff to amend the application procedure for Large Family Child Care Home applications to allow for application cost sharing opportunities after the aforementioned one year period has expired.

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

SECTION 1. City Staff is hereby directed to develop language amending the application procedure and fees due for the review and processing of Large Family Child Care Homes, the established site plan application fee (\$1,500), the special exception application fee (\$1,500) and the advertising fee (\$1,000) for a period of one year for all Large Family Child Care Home applications.

SECTION 2. City Staff is hereby directed to amend the application procedure for Large Family Child Care Home applications to allow for application cost sharing opportunities after the aforementioned one year period has expired.

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

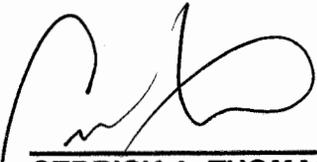
PASSED and APPROVED this 17 **day of** July **, 2013.**

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APPROVED:



THOMAS A. MASTERS
MAYOR

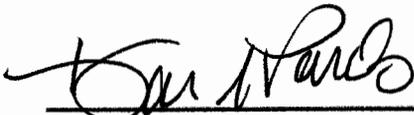


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



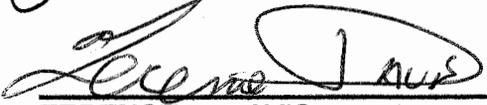
DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON

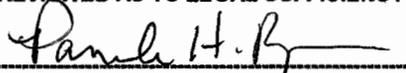


JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON
SECONDED BY: J. DAVIS
C. THOMAS AYE
D. PARDO AYE
B. GUYTON AYE
J. DAVIS OUT
T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/17/13

RESOLUTION NO. 90-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE LOCALLY FUNDED AGREEMENT (LFA) AND MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF RIVIERA BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE FUNDING OF THE IRRIGATION SYSTEM INSTALLATION ON THE STATE ROAD 710 (MLK BOULEVARD) PROJECT; AUTHORIZING THE DIRECTOR OF FINANCIAL AND ADMINISTRATIVE SERVICES TO DEPOSIT REQUIRED FUNDS INTO THE FLORIDA DEPARTMENT OF TRANSPORTATION'S ACCOUNT PER THE AGREEMENT FROM ACCOUNT NUMBER 301-0716-541-0-6355; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) is currently in the process of reconstructing State Road 710 from Congress Avenue to Australian Avenue; and

WHEREAS, based on FDOT's new "bold" landscaping standards the City is required to pay for the installation of the irrigation system within the project boundaries; and

WHEREAS, the City must enter into a Locally Funded Agreement (LFA) and Memorandum of Agreement (MOA) with FDOT in order to have the irrigation installed as a part of the current project; and

WHEREAS, the cost of the irrigation system on SR 710 is \$281,143.00 that shall be deposited into FDOT's account per the proposed agreement.

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

SECTION 1. The City Council hereby approves the LFA and MOA between the City and FDOT to install irrigation on the SR710 project from Congress Avenue to Australian Avenue.

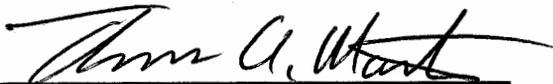
SECTION 2. The Mayor and City Clerk are authorized to execute the LFA and MOA for irrigation installation with the Florida Department of Transportation.

SECTION 3. The Director of Financial and Administrative Services is authorized to deposit \$281,143 into FDOT's account per the agreement.

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

PASSED and APPROVED this 7TH day of AUGUST, 2013

APPROVED:



THOMAS A. MASTERS
MAYOR



CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

B. GUYTON AYE

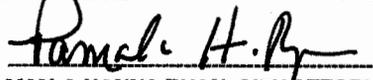
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/7/13

RESOLUTION NO. 91-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT 002 BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY, EXTENDING THE DATE FOR REIMBURSEMENT OF REHABILITATION COSTS FOR THE CITY'S NEIGHBORHOOD STABILIZATION PROGRAM THROUGH MARCH 4, 2014; AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach entered into an agreement with Palm Beach County on May 1, 2010 for the implementation of a Neighborhood Stabilization Program (NSP) within the City; and

WHEREAS, the City of Riviera Beach entered into a new agreement with Palm Beach County on June 27, 2012 and amended on December 21, 2012 for the continuation of the NSP; and

WHEREAS, the current amendment for reimbursement funds for rehabilitation work between the City and the County expired on February 15, 2013; and

WHEREAS, in order for the City to receive reimbursement for rehabilitation work on the final NSP property the City and County must execute this amendment.

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 Mayor and City Clerk to execute this amendment for the City to receive reimbursement funds for the final rehabilitation work and the continuation of the program with the County through March 4, 2014.

SECTION 2. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 7TH day of AUGUST, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR



CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

B. GUYTON AYE

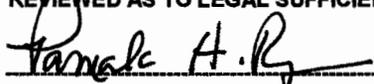
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/7/13

**AMENDMENT 002 TO THE AGREEMENT
WITH
CITY OF RIVIERA BEACH**

AUG 30 2013

Amendment 002 entered into on _____, by and between **Palm Beach County** and the **City of Riviera Beach**

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2010-0904) with the City of Riviera Beach on May 1, 2010, as amended by Amendment No. 001 (R2011-0397) on March 15, 2011 (collectively, the "First Agreement"), to provide \$577,400 of Neighborhood Stabilization Program 1 (NSP-1) Grant funds for the acquisition and rehabilitation of at least three properties; and

WHEREAS, the First Agreement expired before the funds were expended and the parties entered into a second Agreement (R2012-1255) on June 27, 2012 (the "Agreement"), which Agreement continued and incorporated the First Agreement and established requirements for the use of funds for the four (4) properties acquired for rehabilitation; and

WHEREAS, the Agreement was modified by Amendment No. 001 (R2013-0151) on December 21, 2012; and

WHEREAS, the parties wish to further modify the Agreement to allow for the reimbursement of certain rehabilitation expenses out of Program Income; and

WHEREAS, the parties agree that the Agreement, as amended, is hereby further amended as follows:

A. PART III – SECTION 1 – MAXIMUM COMPENSATION

Replace "\$166,324.93" with "\$19,979.90".

Delete the last sentence of the first paragraph and replace it with the following:
"Funds not requested and approved by DES for reimbursement by March 4, 2014, shall remain with the County and no longer be eligible for reimbursement to the Agency."

Delete the second paragraph and replace it with the following:
"The Municipality recognizes that the \$19,979.90 made available herein is derived from NSP-1 Program Income and authorized pursuant to Part III.4 (8) of the Agreement, as amended. The Program Income generated from the sale of 2541 Canterbury Drive South. (PCN: 56-42-42-36-06-000-0270) is the sole source for funding this additional allocation. Additional funding contained herein is authorized solely to reimburse the Municipality for the final payment of the rehabilitation contract on said property. Reimbursement from this additional allocation will be made *following* the sale of the property contained herein and be completed no later than March 4, 2014".

B. PART III – SECTION 2 – TIME OF PERFORMANCE

The following is added:

"All DES approved items funded through this Program Income allocation related to the renovation of 2541 Canterbury Drive South, including the Agency's request for reimbursement of funds, must be completed no later than March 4, 2014. The March 4, 2014, deadline for the sale of the properties shall remain unchanged".

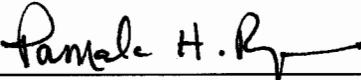
NOW THEREFORE, 1) all items in the Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment, and 2) all provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(MUNICIPAL SEAL BELOW)

CITY OF RIVIERA BEACH

By: 
Thomas A. Masters, Mayor

By: 
Carrie E. Ward, City Clerk

By: 
Pamela H. Ryan, City Attorney

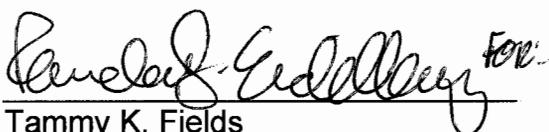
PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

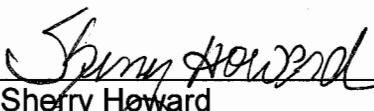
FOR ITS BOARD OF COUNTY
COMMISSIONERS

By: 
Shannon R. LaRocque-Baas, P.E.
Assistant County Administrator

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By:  ^{For}
Tammy K. Fields
Chief Assistant County Attorney

By: 
Sherry Howard
Deputy Director

RESOLUTION NO. 92-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AN AGREEMENT WITH THE PALM BEACH CONSULTING GROUP, LLC TO PROVIDE ONGOING GRANT MANAGEMENT SERVICES TO DEVELOP AND IMPLEMENT A COMPREHENSIVE SYSTEM TO PROPERLY ACCOUNT FOR AND REPORT ON GRANT REIMBURSEMENTS AND EXPENDITURES, INCLUDING THE TRACKING OF MATCHING FUNDS ASSOCIATED WITH THE RENOVATION AND RECONSTRUCTION OF THE MARINA, IN AN AMOUNT NOT TO EXCEED \$60,000.00, AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO ESTABLISH A BUDGET USING ACCOUNT NUMBER 422-0000-575-4-6251, AND MAKE PAYMENTS FROM SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Riviera Beach Municipal Marina is undergoing major renovation and reconstruction (project); and,

WHEREAS, to fund the project, the City has secured grants from Palm Beach County, the State of Florida, and the Federal government; and is in the process of securing grants to fund the ongoing project; and,

WHEREAS, some grants contain a requirement that the City provide matching funds to secure the grant; and,

WHEREAS, each grant has unique requirements for accounting and reporting on costs associated with reporting on matching funds and other aspects of the reconstruction project being funded through particular grants and their eligibility for reimbursement; and,

WHEREAS, since October 2011, The Palm Beach Consulting Group, LLC has worked with the Marina Director, the grants manager, the City Manager's office, the City Finance Department, and other City departments to develop and implement a comprehensive system to properly account for and report on grant reimbursements and expenditures, including the tracking of matching funds, associated with the renovation and reconstruction of the Marina; and,

WHEREAS, the City desires The Palm Beach Consulting Group, LLC to provide ongoing services for the multiple grants awarded to the City for phase 2 of the project in the amount not to exceed \$60,000.00.

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

SECTION 1. The Mayor and City Clerk are authorized to execute the Professional Service Agreement with The Palm Beach Consulting Group, LLC to provide ongoing grant management services and to properly account for and report on grant reimbursements and expenditures, including the tracking of matching funds, associated with the renovation and reconstruction of the Marina, as specifically set forth in the "Scope of Services" in "ATTACHMENT A" to the Agreement.

SECTION 2. The Director of Finance and Administrative Services is authorized to establish a budget and make payment in an amount not to exceed \$60,000.00 from Account Number 422-0000-575-4-6251.

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

PASSED AND APPROVED THIS 7TH DAY OF AUGUST, 2013

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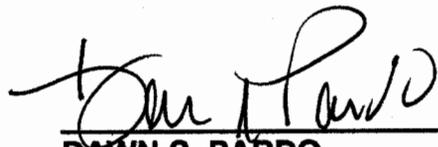
APPROVED:


THOMAS A. MASTERS
MAYOR


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


BRUCE A. GUYTON
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

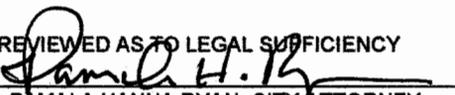
B. GUYTON AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/7/13

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE CITY OF RIVIERA BEACH
AND
THE PALM BEACH CONSULTING GROUP, LLC**

This Professional Service Agreement is entered in this 20th day of August 2013, by and between the City of Riviera Beach (herein referred to as "City"), a municipal corporation existing under the laws of the State of Florida and The Palm Beach Consulting Group, LLC, a Florida limited liability company, (herein referred to as "Independent Contractor").

WITNESSETH:

WHEREAS, the Riviera Beach Municipal Marina is undergoing major renovation and reconstruction; and,

WHEREAS, to fund the project, the City has secured grants from federal, State, and other funding sources; and, the process of securing grants to fund the project is ongoing; and,

WHEREAS, some grants contain a requirement that the City provide matching funds to secure the grant; and,

WHEREAS, the City hired a grants manager who is responsible for applying for grants and managing the grants that substantially fund the reconstruction of the new Marina; and,

WHEREAS, each grant has unique requirements for accounting for and reporting on costs associated with aspects of the reconstruction project being funded through particular grants and their eligibility for reimbursement; and, some grants have requirements for accounting for and reporting on the matching funds associated with the grants; and,

WHEREAS, since October 2011, Independent Contractor has worked with the Marina Director, the grants manager, the City Manager's office, the City Finance Department, and other City departments to develop and implement a comprehensive system to properly account for and report on grant reimbursements and expenditures, including the tracking of matching funds, associated with the renovation and reconstruction of the Marina; and,

WHEREAS, the City desires Independent Contractor to provide ongoing services to properly account for and report on grant reimbursements and expenditures, including the tracking of matching funds, associated with the renovation and reconstruction of the Marina; and,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows.

SECTION 1. PURPOSE

- A. The purpose of this Agreement is to contract with the Independent Contractor to provide ongoing services to work with City departments and the grants manager to properly account for and report on grant reimbursements and expenditures, including the tracking of matching funds, associated with the renovation and reconstruction of the Marina. The "Scope of Services" is more specifically set forth in "ATTACHMENT A."

SECTION 2. GENERAL TERMS AND CONDITIONS

- A. This Agreement shall commence on August 1, 2013 and shall terminate on July 31, 2014, or unless terminated earlier in accordance with Section 4 of this Agreement.
- B. Independent Contractor shall fully perform the obligations identified in "Attachment A" to the satisfaction of the City.
- C. The City and Independent Contractor agree to be governed by applicable local, State and federal laws, rules and regulations.
- D. Modifications of this Agreement may be requested by either party. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.
- E. The City agrees to:
1. Provide all files, data, and information that are available as requested by the Independent Contractor.
 2. Process all requests for payment in a timely manner.

SECTION 3. FUNDING/CONSIDERATION

- A. Services provided under this Agreement shall not exceed \$60,000. As consideration for performance of work rendered under this Agreement and attached as **Attachment A**, "Scope of Services", the City agrees to pay Independent Contractor a fixed fee of up to \$60,000.
- B. Independent Contractor will prepare and submit to the City an invoice in the amount of \$5,000.00 monthly, at the beginning of each month following the beginning term date of this agreement. Payment for services will be made by the City within ten (10) days of the invoice date.

SECTION 4. TERMINATION

This Agreement may be cancelled by Independent Contractor upon ten (10) 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 Agreement through no fault of the Independent Contractor; provided the City shall fail to cure same within that ten (10) day period. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice to Independent Contractor. Unless Independent Contractor is in breach of this Agreement, Independent Contractor shall be paid for services rendered to the City's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the City, Independent Contractor shall:

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

SECTION 5. PERSONNEL

Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. 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 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.

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

SECTION 6. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial

exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 7. INDEMNIFICATION

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other parties, and the other parties respective officers, employees, servants or agents from each party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

SECTION 8. AVAILABILITY OF FUNDS

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

SECTION 9. DELAYS AND EXTENSIONS OF TIME

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 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 Independent Contractor's request, the City shall consider the facts and extent of any failure to perform the work and, if Independent Contractor's failure to perform was without it or its subcontractors fault or negligence 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 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 Independent Contractor employed by the City or by changes ordered by the City or any causes beyond Independent Contractor'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.

SECTION 10. REPRESENTATION AND NOTICE

In carrying out the terms of this Agreement, as more fully set forth in **Attachment A**, the City representative shall be the City's Director of Finance and Administrative Services. Independent

Contractor representatives and/or employees shall report to the City representative for day to day reporting.

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the City:

Ruth C. Jones, City Manager
600 Blue Heron Boulevard
Riviera Beach, FL 33404

For Independent Contractor:

Arnold A. Broussard
The Palm Beach Consulting Group, LLC
6406 Blue Bay Circle
Lake Worth, FL 33467

SECTION 11. RECORD KEEPING

- A. All records submitted by Independent Contractor shall be kept for three years after the termination of this Agreement and shall be sufficient and complete to verify compliance with the requirements of this Agreement.
- B. Independent Contractor shall allow access to its records during normal business hours and upon reasonable advance requests of the City, its employees and agents.

SECTION 12. PUBLIC RECORDS

The Independent Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- A. Keep and maintain all public records that ordinarily and necessarily would be required by the City to keep and maintain in order to perform the services under this Agreement.
- B. Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said public records said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Independent Contractor upon

termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology of the City.

SECTION 13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

Independent Contractor shall deliver to the City's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Agreement.

All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

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

SECTION 14. INDEPENDENT CONTRACTOR RELATIONSHIP

Independent Contractor is, and shall be, in the performance of all work services and activities under this Agreement, 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 Independent Contractor sole direction, supervision, and control. Independent Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Independent Contractor's relationship and the relationship of its employees to the City shall be that of an Independent Contractor and not as employees or agents of the City.

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.

SECTION 15. CONTINGENT FEES

Independent Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Independent Contractor to solicit or secure this Agreement 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 Independent Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 16. NON-DISCRIMINATION

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

SECTION 17. SEVERABILITY

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

SECTION 18. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by parties hereto.

SECTION 19. VENUE

To the extent allowed by law, the venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

SECTION 20. ATTORNEY'S FEES

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and for conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the parties to this Agreement.

SECTION 21. DELEGATION OF DUTY

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the CRA.

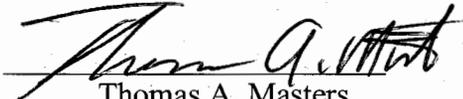
SECTION 22. EFFECTIVE DATE

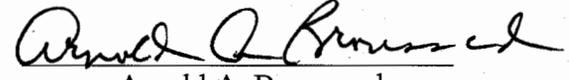
This Agreement shall become effective upon the date first above written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

City of Riviera Beach, Florida

The Palm Beach Consulting Group, LLC

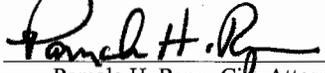
By: 
Thomas A. Masters
Mayor

By: 
Arnold A. Broussard
President/Manager

ATTEST:


Carrie E. Ward, City Clerk, MMC

Approved as to legal sufficiency

By: 
Pamala H. Ryan, City Attorney

Date: 8/15/13

SCOPE OF SERVICES

Independent Contractor will maintain a comprehensive system to properly account for and report on project funding sources, grant reimbursements, and expenditures, including the tracking of matching funds, associated with the renovation and reconstruction of the Marina. The "Scope of Services" is more specifically set forth as follows.

1. Using a system developed for the purpose, account for and report on project revenues (grants, and other sources of funding) and project expenditures, monitor project budgets, and establish the necessary controls over project financial transactions associated with the Marina renovation and reconstruction project.
 - a. Grants, matches, and other funding sources.
 - b. Expenditures by funding source and fiscal year.
 - c. Expenditures by construction activity (project), funding source, and fiscal year
 - d. Expenditures by construction expenditure category, funding source, and fiscal year.
2. Provide the City Finance Department with proper account code and funding distribution accounting information for all Marina construction expenditures.
3. Develop an account/project/funding source/expenditure category coding spreadsheet to distribute costs and document vendor payment information.
4. Prepare project close-out documentation for various funding sources. In the case of cost reimbursable grants, prepare invoices and all supporting documentation and provide operational support required to apply for and obtain reimbursements.
5. Provide required support services to the Marina Director, the City's grants' manager, and the Finance Department related to Marina renovation, reconstruction, and planning activities.
6. Provide necessary services to enhance system capabilities.
7. Assist Marina Director, City Finance Department, Law Department, and/or the City Administration in formalizing grantor requirements under the grant agreements secured and approved by the City.

RESOLUTION NO. 93-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF 90 TASER ELECTRONIC CONTROL DEVICES FOR THE CITY'S POLICE DEPARTMENT FROM DGG TASER AND TACTICAL SUPPLY; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO PAY \$136,725 TO DGG TASER AND TACTICAL SUPPLY FROM ACCOUNT NUMBER 001-0822-521-0-5250; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Police Department issues a Taser electronic control device as standard equipment for police officers;

WHEREAS, the Police Department seeks to replace Tasers purchased in 2004, which have reached end-of-life and can no longer be serviced;

WHEREAS, Taser International is the sole source manufacturer of the Taser X2 and DGG Taser is the sole source distributor of the Taser X2 in Florida.

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

SECTION 1: The City Council approves the purchase of 90 Taser electronic control devices to be used by the City's police department.

SECTION 2: The City Council authorizes the Director of Finance and Administrative Services to make payment in the amount of \$136,725 to DGG Taser and Tactical Supply from Account Number 001-0822-521-0-5250.

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

PASSED and APPROVED this 7TH day of AUGUST, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR

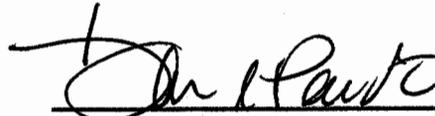


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

B. GUYTON AYE

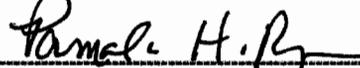
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/7/13

RESOLUTION NO. 94-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE UPGRADE OF MORPHOTRAK LATENT WORKSTATION FOR THE CITY'S POLICE; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO PAY \$44,500 TO MORPHOTRAK FROM ACCOUNT NUMBER 001-0822-521-0-5250; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Police Department currently use a MorphoTrak Latent Workstation to submit fingerprint evidence to the Palm Beach County Sheriff's Office for identification;

WHEREAS, the Palm Beach County Sheriff's Office is upgrading its Automatic Fingerprint Identification System (AFIS), therefore requiring the City to upgrade its latent workstation;

WHEREAS, MorphoTrak will update all software and hardware to ensure compatibility with the county system.

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

SECTION 1: The City Council approves the upgrade of the MorphoTrak Latent Workstation.

SECTION 2: The City Council authorizes the Director of Finance and Administrative Services to make payment in the amount of \$44,500 to MorphoTrak from Account Number 001-0822-521-0-5250.

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

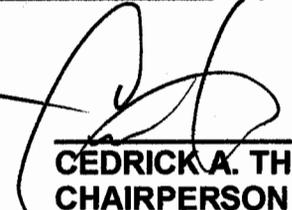
PASSED and APPROVED this _____ day of _____, 2013.

PASSED and APPROVED this 7TH day of AUGUST, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR



CEDRICK A. THOMAS
CHAIRPERSON

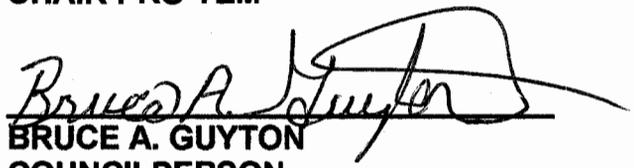
ATTEST:



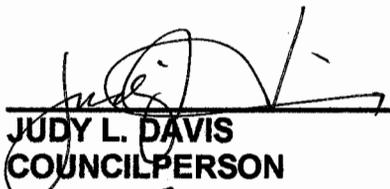
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

B. GUYTON AYE

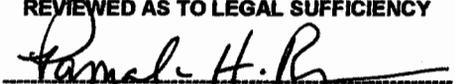
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/17/13

RESOLUTION NO. 95-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE THREE (3) FIXED LICENSE PLATE RECOGNITION (LPR) SYSTEMS AND ONE (1) TRAILER MOUNTED LPR SYSTEM FOR DEPLOYMENT WITHIN THE CRA; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO PAY \$90,150 TO NDI RECOGNITIONS SYSTEMS FROM ACCOUNT NUMBER 001-0817-521-0-6405; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Police Department currently utilizes License Plate Recognition (LPR) technology from NDI Recognitions Systems;

WHEREAS, the CRA has agreed to fund the expansion of the LPR technology within the CRA and as part of the Interlocal Agreement (Clean and Safe Program) between the City and the CRA;

WHEREAS, NDI Recognitions Systems is the sole source provider of the LPR technology used in Riviera Beach.

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

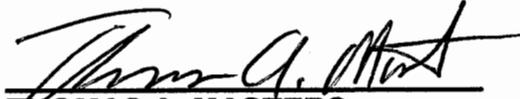
SECTION 1: The City Council approves the purchase of three (3) fixed license plate recognition systems and one (1) portable license plate recognition system.

SECTION 2: The City Council authorizes the Director of Finance and Administrative Services to make payment in the amount of \$90,150 to NDI Recognitions Systems.

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

PASSED and APPROVED this 7TH day of AUGUST, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR



CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

B. GUYTON AYE

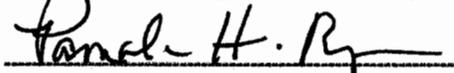
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/7/13

RESOLUTION NO. 96-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SITE PLAN APPLICATION FROM THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY FOR A COMMUNITY PARK AND GARDEN, LOCATED NORTHWEST OF THE INTERSECTION OF WEST 10TH STREET AND AVENUE 'K' WITHIN THE RIVIERA BEACH HEIGHTS NEIGHBORHOOD ON TWO VACANT PARCELS AND AN UNIMPROVED PORTION OF CITY RIGHT-OF-WAY, TOTALING .70 ACRES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach (City) created the Riviera Beach Community Redevelopment Agency (CRA) in 1974, consistent with the Community Redevelopment Act; and

WHEREAS, the CRA has developed an enhancement plan for the Riviera Beach Heights Neighborhood, which includes a new community park and garden; and

WHEREAS, the CRA plans to construct and manage a community park and garden on vacant parcels currently leased from James and Merry Herring; and

WHEREAS, on July 11, 2013, the Planning and Zoning Board recommended approval of the CRA community park and garden site plan which incorporates the unimproved portion of City right-of-way into the design proposal; and

WHEREAS, the City Council desires to approve the CRA community park and garden site plan.

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 Site Plan, attached hereto as "Exhibit A1", providing for .70 acres to be utilized as a community park and garden, located northwest of the intersection of West 10th Street and Avenue 'K', is hereby approved with the following condition:

1. Construction must be initiated within 18 months of receiving City Council Approval.

SECTION 2. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 7TH day of AUGUST, 2013.

APPROVED:

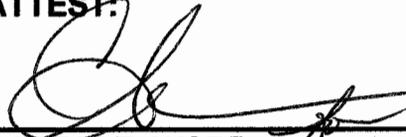


THOMAS A. MASTERS
MAYOR

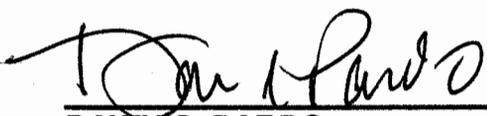


CEDRICK A. THOMAS
CHAIRPERSON

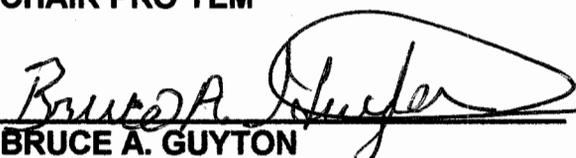
ATTEST:



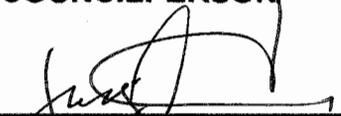
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

C. THOMAS AYE

D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/7/13

RESOLUTION NO. 97-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A LICENSE AGREEMENT BETWEEN THE CITY AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY GRANTING THE USE OF APPROXIMATELY 5,042 SQUARE FEET OF UNIMPROVED CITY RIGHT-OF-WAY TO BE UTILIZED AS A COMMUNITY PARK AND GARDEN, LOCATED NORTH OF THE INTERSECTION OF WEST 10TH STREET AND AVENUE 'K'; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE LICENSE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach (City) created the Riviera Beach Community Redevelopment Agency (CRA) in 1974, consistent with the Community Redevelopment Act; and

WHEREAS, the CRA has developed an enhancement plan for the Riviera Beach Heights Neighborhood, which includes a new community park and garden; and

WHEREAS, the CRA plans to construct and manage a community park and garden on vacant parcels currently leased from James and Merry Herring; and

WHEREAS, the City controls unimproved right-of-way adjacent to the abovementioned leased property that the CRA desires to utilize as a component of the Riviera Beach Heights Neighborhood community park and garden; and

WHEREAS, the CRA Board previously approved the License Agreement to utilize said City right-of-way via Resolution No. 2013-23 on June 12, 2013; and

WHEREAS, on July 11, 2013, the Planning and Zoning Board recommended approval of the CRA community park and garden site plan which incorporates the unimproved portion of City right-of-way into the design proposal; and

WHEREAS, the City Council desires to allow the CRA to utilize approximately 5042 square feet of unimproved right-of-way, located north of the intersection of West 10th Street and Avenue 'K', as a component of the new Riviera Beach Heights Neighborhood community park and garden.

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

APPROVED:



THOMAS A. MASTERS
MAYOR

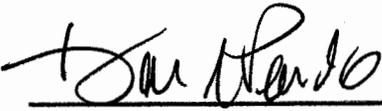


CEDRICK A. THOMAS
CHAIRPERSON

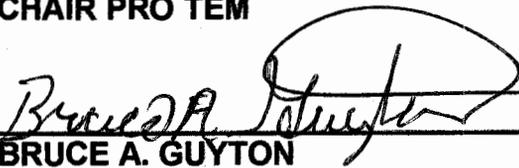
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

C. THOMAS AYE

D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/7/13

LICENSE AGREEMENT

THIS AGREEMENT is made as of the 9th day of August, 2013, by and between the City of Riviera Beach, a municipal corporation existing under the laws of the State of Florida, whose mailing address is 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404 (hereinafter "City" or "Licensor"), and Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, whose mailing address is 2001 Broadway, Suite 300, Riviera Beach, FL (hereinafter "Licensee").

RECITALS:

WHEREAS, the City is the owner of right-of-way located at 10th and K., more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by this reference (hereinafter "the Property"); and

WHEREAS, Licensee is requesting permission from the City to use the Property as a pocket park.

WITNESSETH:

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Recitals.** The above Recitals are true and correct and are incorporated herein by this reference.
2. **License.** The City hereby grants to the Licensee the right to use the Property as a park and to install landscaping and sidewalks on the Property (the "Improvements") as shown on Exhibit "B", and maintain the same. The License shall commence upon issuance of a building permit by the City's Community Development Department and shall expire five (5) years from the date of the issuance, unless otherwise extended by the City Council of the City of Riviera Beach or unless otherwise terminated as provided herein. If not extended, Licensee agrees to remove all improvements from the property within sixty (60) days of the Agreement's expiration. Otherwise, Licensee agrees that the City may remove the equipment at a cost to be borne by the Licensee.
3. **Fees, damages and indemnification.**
 - A. **Fees.** Licensee recognizes that it must apply for and receive a building permit to install the Improvements. Licensee agrees to pay for any and all permits.

B. Indemnification. To the fullest extent permitted by laws and regulations, Licensee shall indemnify, defend, save and hold harmless, the City, its officers, agents and employees from any and all claims, damages, losses, liabilities and expenses, pertaining to or arising out of the licensing of the land use of the licensed Property, this License Agreement, the use and/or occupancy of the Property by Licensee or any of its subcontractors, agents, officers, employees, independent contractors, invitees or guests. Further, Licensee shall defend against and indemnify and hold the City harmless for any liability or causes of action for, including but not limited to, claims of theft and/or bodily injury or death.

Licensee shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorney's fees and costs). All costs and fees associated with any such defense shall be the responsibility of Licensee. Nothing contained herein is intended nor shall it be construed to waive the City's or the Licensee's rights and immunities under the common law or Florida Statute section 768.28, as amended from time to time.

4. **Insurance.** For the duration of this Agreement Licensee shall procure and maintain insurance with minimum coverage limits of \$1,000,000.00 so as to fully protect the Licensee and Licensor from any and all claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages including, but not limited to, damages to the Property which may arise from any operations under this Agreement, whether such operations be by the Licensee or by anyone directly or indirectly employed by or contracting with the Licensee, or otherwise present on the Property during the Licensee's use of the Property. The insurance must name the City as an additional insured.
5. **Assignability.** This License Agreement is personal to Licensee and may not be sold, assigned or transferred by Licensee. Any attempt to assign this license will terminate the license privilege granted to Licensee hereunder.
6. **Notices.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail return receipt requested. 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

copy to: _____

If sent to Licensee:
Riviera Beach Community Redevelopment
Agency
ATTN: Tony Brown, Executive Director
2001 Broadway, Suite 300
Riviera Beach, FL 33404

7. **Revocation and Termination for Default.** In the event that the Licensee shall default in any of the terms, obligations, restrictions or conditions of this License Agreement, or is found to be in violation of any part of the City Code of Ordinances or any other applicable laws for the property the City shall have the right to (a) revoke and terminate this License Agreement after thirty (30) days' written notice to the Licensee, or (b) grant the Licensee a reasonable period of time within which to cure such default. In the event that the City elects to allow Licensee to cure said default as set forth herein and the Licensee fails or is unable to cure such a default within the applicable time period, the City shall have all legal remedies available to it, in addition to the revocation and termination of this License Agreement, in which case, the City shall be entitled to recover its attorney's fees and costs, and any and all damages permitted by law arising from the default.
8. **PREPARATION.** This License shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

**Signed, sealed, and delivered
in the presence of:**

Tony T. B.
Witness
Print Name: Tony Brown

LICENSEE:

By: [Signature]
Print Name: Cedrick Thomas
Title: Chairperson

STATE OF FLORIDA
COUNTY OF PALM BEACH

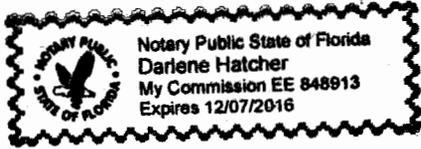
The foregoing instrument was acknowledged before me this 12th day of June,
2013, by Cedrick A. Thomas, as Chairperson of the Licensee

and Cedrick A. Thomas executed the same on behalf of Licensee and is personally known to me or who has produced _____ as identification.

Darlene Hatcher
NOTARY PUBLIC
Print Name: Darlene Hatcher

My Commission Expires:

(Seal)



ATTEST:

CITY OF RIVIERA BEACH, FLORIDA

BY: [Signature]
Carrie E. Ward, MMC, City Clerk

BY: [Signature]
Thomas A. Masters, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: [Signature]
Pamala H. Ryan, City Attorney

EXHIBIT "A"
PROPERTY DESCRIPTION OR MAP



W 10th St

Avenue K

0 50 100 200 Feet

-  Subject Area
-  Parcels
-  Roads

Portion of Avenue "K" for Community Garden

Description:
 Area located directly between Block 4 and Block 5
 Inlet City Plat, Book 7 Pages 27 & 28
 5041.9 Square Feet



RESOLUTION NO. 98-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 392-13 TO B&B UNDERGROUND CONTRACTORS INC., OF ROYAL PALM BEACH, FLORIDA FOR THE RECONSTRUCTION OF WEST 36TH STREET BETWEEN AVENUE J AND AVENUE K IN THE AMOUNT OF \$417,012.35; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO SEVEN PERCENT (7%); AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City solicited contractors for the reconstruction of West 36th Street between Avenue J and Avenue K through the issuance of bid number 392-13; and

WHEREAS, B&B Underground Contractors, Inc., of Royal Palm Beach, Florida was the lowest responsive and responsible bidder.

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

SECTION 1. The City Council hereby accepts the bid proposal and awards a Construction Services Contract to the lowest responsive and responsible bidder in the amount \$417,012.35 for the reconstruction of west 36th Street between Avenue J and Avenue K.

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

108-0716-541-3-6355	\$173,175.00
301-0716-541-4-6355	\$123,006.10
412-1438-535-0-4606	\$120,831.25
301-0716-541-4-3104	\$ 29,190.85

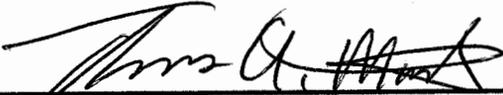
SECTION 3. The City Manager is authorized to approve Change Orders up to seven percent (7%).

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

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

PASSED and APPROVED this 7TH day of AUGUST, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR

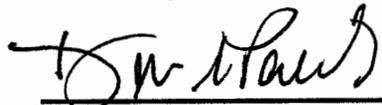


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



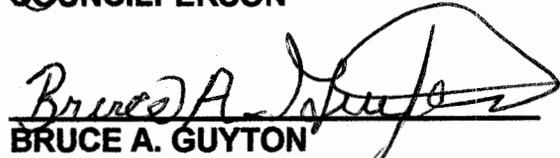
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

B. GUYTON AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/7/13

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 7th day of August, 2013 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as the CITY, and B&B Underground Contractors, Inc.,
[] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 65-1043589.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide construction services in the area of Street Reconstruction of West 36th Street between Avenue J and Avenue K, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

The CITY'S representative/liasion during the performance of this Contract shall be Terrence Bailey, P.E., City Engineer, telephone No. 561-845-3472.

ARTICLE 2 - SCHEDULE

- A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within one hundred fifty (150) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to five hundred dollars (\$500) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein. It is agreed that these liquidated damages are a good faith and reasonable pre-estimate of CITY'S actual damages due to delay by CONTRACTOR because it is difficult, if not impossible, to accurately estimate the actual damages suffered by CITY due to any such delay.
- C. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

ARTICLE 3 - PAYMENTS TO CONTRACTOR

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

account will thereupon be closed, any and other further charges if not properly included on this Final Invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter. Further, the CONTRACTOR shall include in the Final Invoice a Warranty of Title indicating that that all work, materials, and equipment covered by this Contract passes to the City at the time of payment of the Final Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by Contract and also provide Final Releases of Lien and/or Final Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Contract. CITY has no obligation to pay the Final Invoice until both a Warranty of Title and Final Releases of Lien and/or Final Release of Payment Bond are provided to CITY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

specific agreement with the subcontractor including issues of pricing.

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

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

ARTICLE 8 – SBE PARTICIPATION

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

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - AVAILABILITY OF FUNDS

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

ARTICLE 11 - INSURANCE

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

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

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability, insurance in the amount of \$500,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

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

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured." Further, if CITY is being reimbursed in whole or in part for the cost of the work contemplated by the Contract by any third party, including but not limited to, any County, State, or Federal agency, CONTRACTOR, at CITY's request, will also list any such third party as an "Additional Insured" on all insurance.

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by law, including section 725.06(2), Florida Statutes, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract, including, but not limited to, to all attorneys' fees and costs incurred by CITY.

The CONTRACTOR further agrees to indemnify and hold harmless the CITY, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, officers, or employees are alleged to be liable, including, but not limited to, to all attorneys' fees and costs incurred by CITY.

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 – DISPUTE RESOLUTION, VENUE, AND REMEDIES

All claims arising out of this Contract or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 15-REMEDIES

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

ARTICLE 16 - CONFLICT OF INTEREST

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

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

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide.

No extension of time shall be made for any delay occurring more than seven (7) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which the drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Contract.
- (b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the CONTRACTOR upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All

records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 – LICENSES, APPROVALS AND PERMITS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. This includes, but is not limited to, maintaining all licenses and performing all the duties required under Section 489.128, Florida Statutes. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

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

ARTICLE 28 - MODIFICATIONS OF WORK

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

if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

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

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

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Terrence Bailey, P.E., City Engineer
Engineering Division, City of Riviera Beach
2391 Avenue L
Riviera Beach, Florida 33404

And if sent to the CONTRACTOR shall be mailed to:

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

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 31 - SPECIAL CONDITIONS

All materials and supplies provided by CONTRACTOR shall be in strict accordance with the plans and specifications approved by the CITY.

The CONTRACTOR shall furnish bonds and maintain said bonds throughout the duration of the project as provided for in Florida Statutes section 255.01 Et. Seq., covering the faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall be secured by the CONTRACTOR from a surety company licensed in the State of Florida with an "A-" rating or better in management and a "10" rating or better in strength as rated by Best's Key Rating Guide published by Alfred M. Best Company, Oldwick, New Jersey 08858.

The CONTRACTOR shall be required to provide Surety Bonds in the amount of one hundred percent (100%) of the Contract amount. The required premiums shall be paid for by the CONTRACTOR.

In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

1. The surety company shall hold a current certificate or authority as an acceptable surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company shall provide the CITY with satisfactory evidence that such excess risk has been protected in an acceptable manner.
2. The surety company shall have at least the following minimum ratings in the latest revision of Best's Key Rating Guide: Best's Policy Holders Ratings –A- (minimum); Best Financial Category – Class 1.
3. For projects that do not exceed \$500,000.00, the CITY will accept bonds in accordance with Florida Statute section 287.0935.
4. If the surety is declared bankrupt, becomes insolvent, its right to do business in the State of Florida is terminated or it ceases to meet the requirements set forth above, the CONTRACTOR shall within ten (10) working days after notification by the CITY substitute another bond and surety company, at no cost to the CITY, meeting the above requirements.

ARTICLE 32 – INSPECTION OF WORK

The CITY'S representative and the CITY'S Engineer shall at all times have access to work wherever it is, in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the CITY, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the CITY Representative and CITY Engineer timely notice of its readiness for inspection. If any such work should be covered up by CONTRACTOR and CITY Representative or CITY Engineer desires to inspect or re-inspect such work for any reason, at the sole discretion of CITY Representative or CITY Engineer, such work must be uncovered for examination, at the CONTRACTOR'S expense.

ARTICLE 33– WARRANTY/GUARANTY

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this Contract as it relates

to the construction of West 36th Street shall be guaranteed by the Manufacturer, if any, for a period of one (1) year from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, including but not limited to material and workmanship for a period of one (1) year. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to construct West 36th Street.

ARTICLE 34 – PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CITY'S property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the CITY.

ARTICLE 35 – TIME

Time is of the essence in all respects under this Contract.

ARTICLE 36 - TERMINOLOGY AND CAPTIONS

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

ARTICLE 37 - WAIVER

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

ARTICLE 38 - PREPARATION

CITY and CONTRACTOR acknowledge that each has had the benefit of counsel or the ability to retain counsel and full and free access to counsel in connection with the negotiation and execution of Contract, that each has consulted or could have consulted with counsel in connection with this Contract, and that each has had the opportunity, prior to execution, to read this Contract and fully understand all of its provisions. Should any provision in this Contract require judicial or quasi-judicial interpretation it is agreed that a Court or other dispute resolution forum interpreting or enforcing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any party by reason of the rule construction that a document is to be construed more strictly against the party who itself or through its agent has prepared the same. CITY and CONTRACTOR agree that this Contract is the product and result of a joint effort.

ARTICLE 39 - MATERIALITY

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

ARTICLE 40 - REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Oneal Bates, President of B&B Underground Contractors, Inc., hereby represents to the CITY that he/she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 41 - EXHIBITS

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

ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of roadway design plans, construction specifications, and the contract manual including this Contract. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and the Plans and Specifications. To the extent that there exists a conflict between this Contract and the Plans and Specifications, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 43 - LEGAL EFFECT

This Contract shall not become binding and effective until approved, in writing, by both the CITY's designated representative and the CITY COUNCIL OF THE CITY OF RIVIERA BEACH.

ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 45 – SURVIVABILITY

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

ARTICLE 46 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that, by way of inclusion and not limitation, the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- a. The filing of a lien or claim of any kind by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
- b. The filing of any claim, including, but not limited to, a claim against any Payment Bond by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, concerning the failure of the CONTRACTOR to pay any such subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, for any work performed or materials supplied pursuant to this Contract;
- c. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
- d. The filing of a petition by or against the CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONTRACTOR or the CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of the CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or

liquidation of the CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for the CONTRACTOR or for the CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

ARTICLE 47 - WAIVER OF SUBROGATION

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

ARTICLE 48 - RIGHT TO REVIEW

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

ARTICLE 49 – SUBRECIPIENT REQUIREMENTS

CONTRACTOR agrees and recognizes that CITY may be seeking reimbursement in whole or in part for the cost of the work contemplated by this Contract from a third party, including but not limited to, various County, State, and Federal agencies or subdivisions. The reimbursement sought by CITY may be dependent on, amongst other items, CONTRACTOR'S compliance with the terms and conditions of this Contract and the furnishing of Subrecipient Requirement information by CONTRACTOR to CITY. CONTRACTOR agrees to fully cooperate with CITY in any requests of CITY to fulfill CITY'S Subrecipient Requirements and to otherwise obtain the sought after reimbursement. CONTRACTOR agrees and recognizes that the failure to comply with all the terms and conditions of this Contract and the furnishing of Subrecipient Requirement information to CITY by CONTRACTOR may result in the CITY failing to obtain the sought after reimbursement in whole or in part for the cost of the work contemplated by this Contract and that such failure by the CONTRACTOR shall constitute a material default under this Contract.

ARTICLE 50 – WAIVER OF TRIAL BY JURY

IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND CONTRACTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY

RIGHT TO A TRIAL BY JURY. CITY AND CONTRACTOR HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

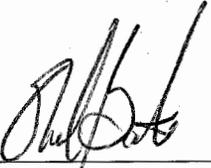
SIGNATURES ON FOLLOWING PAGE

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

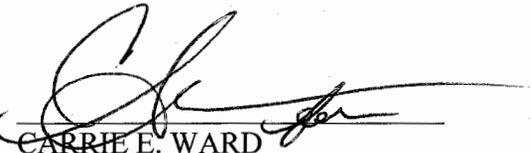
CITY OF RIVIERA BEACH

CONTRACTOR

BY: 
THOMAS A. MASTERS,
MAYOR

BY: 
ONEAL BATES,
PRESIDENT

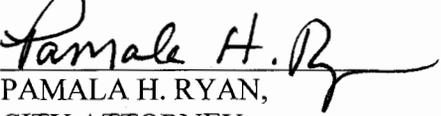
ATTEST:

BY: 
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
BRYNT JOHNSON, DIRECTOR
PUBLIC WORKS DEPARTMENT

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

Date: 7/31/13

EXHIBIT "A"

SCOPE OF WORK

The project involves the full reconstruction of West 36th Street between Avenue J and Avenue K in the City of Riviera Beach, Florida. The work includes, but is not limited to the reconstruction of deteriorated public streets, installation of limerock base, asphaltic pavement, concrete sidewalks, concrete curb and gutter, reinforced concrete drainage pipe and inlet structures, ex-filtration trench, replacement of existing water main and services, installation of fire hydrants and appurtenances, replacement of existing sanitary sewer manholes and lines including lateral services and cleanouts, traffic calming devices, striping and signage, and grouting, adjustment, proper disposal or abandonment of existing utilities.

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

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

EXHIBIT "B"

SCHEDULE OF PAYMENTS

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

EXHIBIT "B"

WEST 36th STREET IMPROVEMENTS						ESTIMATE	
City of Riviera Beach Palm Beach County, Florida City Project # TBD STANTEC PROJECT #: 216710000							
Item No.	Pay Item No.	Description	Quantity		Unit Price	Total	
			Total	Unit	\$	\$	
Water, Sanitary, Drainage and Roadway Items							
Roadway Items							
1	101-1	Mobilization	1	LS	30,000 ⁰⁰	30,000.00	
2		Permit Fee (Reimbursement)	1	EA	\$7,000.00	\$7,000.00	
3	102-1	Maintenance of Traffic	1	LS	8,000 ⁰⁰	8,000.00	
4	104-0	Erosion and Turbidity Control, NPDES Compliance	1	LS	3,000 ⁰⁰	3,000.00	
5	110-1-1	Clearing and Grubbing	1	LS	12,000 ⁰⁰	12,000.00	
6	110-1-1	Removal of Existing Pavement (Driveways Outside R/W)	1	LS	6,000 ⁰⁰	6,000.00	
7	110-3	Removal of Existing Structures	1	LS	4,500 ⁰⁰	4,500.00	
8	110-7-1	Relocation of Mailboxes	18	EA	250 ⁰⁰	4,500.00	
9	160-4	Stabilized Subgrade (Type B) (12") (Min. LBR 40)	2,172	SY	3 ²⁵	7,102.00	
10	230-1-4	Limerock Base Course (4" Under Curb)	380	SY	8 ⁵⁰	3,230.00	
11	230-1-8	Limerock Base Course (8")	1,792	SY	15 ²⁵	28,274.00	
12	286-1	Driveway Turnout (6" Concrete) (Inside R/W)	340	SY	35 ⁰⁰	11,900.00	
13	286-1	Driveway Rebuild (6" Concrete) (Outside R/W)	250	SY	35 ⁰⁰	8,750.00	
14	327-70-1	Mill and Resurface Existing Asphalt Pavement (1" Superpave)	360	SY	6 ⁰⁰	2,160.00	
15	334-1-12	Superpave Structural Course, Traffic B (1")	1,792	SY	9 ³⁵	16,755.20	
16	337-7-30	Friction Course, Traffic B, FC-9.5, Rubber (1")	1,792	SY	13 ²⁰	23,654.40	
17	425-1-201	Curb Inlet, Type 9 (<10') Modified (include Top Slab & Grate)	5	EA	2,100 ⁰⁰	10,500.00	
18	425-2-61	Manholes, P-7, (<10') Modified	1	EA	2,100 ⁰⁰	2,100.00	
19	425-2-61	Manholes, P-7, (<10') Modified (Dog House Structure)	2	EA	3,000 ⁰⁰	6,000.00	
20	425-2-61	Manholes, P-8, (<10') Modified	3	EA	4,750 ⁰⁰	14,250.00	
21	430-175-11	Concrete Pipe Culvert (15" Solid) (include Trenching & Backfilling)	420	LF	30 ⁰⁰	12,600.00	
22	443-70-8	48" Exfiltration Trench (include 15" Slotted RCP)	150	LF	63 ⁰⁰	9,450.00	
23	520-1-10	Concrete Curb and Gutter (Type F)	1,382	LF	12 ⁰⁰	16,584.00	
24	522-1	Concrete Sidewalk (4" Thick)	370	SY	27 ⁰⁰	9,990.00	
25	526-1	Remove Walkway Paver Bricks	1	LS	1,200 ⁰⁰	1,200.00	
26	527-1	Detectable Warning Surface	75	SF	125 ⁰⁰	9,375.00	
27	570-1-2	Sod (Match Existing) (include Watering and Maintenance)	500	SY	3 ⁰⁰	1,500.00	
		Subtotal Roadway Items				270,824.60	
Signing and Marking							
28	700-20-11	R1-1 Sign Assembly w/ D-3 Signs (2 Blades)	2	EA	215 ⁰⁰	430.00	
29	700-20-11	R2-1-25 Sign Assembly	2	EA	250 ⁰⁰	500.00	
30	700-20-11	Remove Existing Sign	7	EA	75 ⁰⁰	525.00	
31	700-95	Project Identification Sign	2	EA	1,000 ⁰⁰	2,000.00	
32	706-3	Retro-Reflective Pavement Marker	35	EA	4 ⁵⁰	157.50	
33	711-11-111	Thermoplastic Solid Stripe (6" White)	1,300	LF	96	1,170.00	
34	711-11-125	Thermoplastic Solid Stripe (24" White)	24	LF	3 ⁵⁰	84.00	
35	711-11-221	Thermoplastic Solid Stripe (6" Double Yellow)	100	LF	90	90.00	
		Subtotal Signing and Marking				4,956.50	
Water and Sewer Utilities							
37	1050-11-223	6" PVC Water Main (Including Trenching & Backfilling)	60	LF	13 ⁰⁰	780.00	
38	1050-11-224	8" PVC Water Main (Include Trenching & Backfilling)	750	LF	13 ⁰⁰	9,750.00	
39	1050-11-224	8" PVC Sanitary Main (Include Trenching & Backfilling)	647	LF	30 ⁰⁰	19,410.00	
40	1050-11-423	6" DIP Water Main (Including Trenching & Backfilling)	25	LF	60 ⁰⁰	1,500.00	
41	1050-11-424	8" DIP Water Main (Including Trenching & Backfilling)	80	LF	70 ⁰⁰	5,600.00	
42	1050-15-224	Connect To Existing Sanitary Manhole	2	EA	1,500 ⁰⁰	3,000.00	
43	1050-16-003	Remove Existing 6" Sanitary Laterals	1	LS	5,000 ⁰⁰	5,000.00	
44	1050-16-004	Grout Fill Existing 8" Clay Sanitary Main	645	LF	4 ²⁵	2,741.25	
45	1055-11-274	Sanitary Sewer Cleanout	17	EA	300 ⁰⁰	5,100.00	

WEST 36th STREET IMPROVEMENTS					ESTIMATE	
City of Riviera Beach Palm Beach County, Florida City Project # TBD STANTEC PROJECT #: 216710000						
Item No.	Pay Item No.	Description	Quantity		Unit Price	Total
46	1055-11-413	6" DIP 45 Degree Bend	6	EA	350 ^{EE}	2,100.00
47	1055-11-414	8" DIP 45 Degree Bend	12	EA	450 ^{EE}	5,400.00
48					500 ^{EE}	500.00
49	1055-11-424	8" x 6" DIP Tee	2	EA	600 ^{EE}	1,200.00
50	1055-11-424	8" x 8" DIP Tee	1	EA	700 ^{EE}	700.00
51	1055-11-434	8" x 6" DIP Reducer	1	EA	400 ^{EE}	400.00
52	1055-11-443	6" Coupling	2	EA	300 ^{EE}	600.00
53	1055-11-444	8" Coupling	2	EA	400 ^{EE}	800.00
54	1060-16	Cut Existing Sanitary Manhole Top & Remove, Grout Fill Bottom	3	EA	1,200 ^{EE}	3,600.00
55	1080-11-303	6" Tapping Sleeve & Valve	1	EA	3,500.00	3,500.00
56	1080-11-304	6" Gate Valve	3	EA	800 ^{EE}	2,400.00
57	1080-11-404	8" Gate Valve	3	EA	1,100.00	3,300.00
58	1080-105-02	Sample Point (Include Testing)	3	EA	300 ^{EE}	900.00
59	1698-761-085	Single Sanitary Sewer Service 6" PVC	17	FA	700 ^{EE}	11,900.00
60	1644-116-08	Fire Hydrant Assembly	2	EA	1,500 ^{EE}	3,000.00
61	1698-191-502	1" PE Single Water Service with Meter Box (Include Trenching & Backfilling)	16	EA	600 ^{EE}	9,600.00
62	1698-191-502	1 1/2" PE Double Water Service with Meter Boxes (Include Trenching & Backfilling)	4	EA	800 ^{EE}	3,200.00
63	1698-191-502	Meter Box Replacement	3	EA	450 ^{EE}	1,350.00
64	9999	Record Drawings	1	LS	11,000.00	11,000.00
Subtotal Water and Sewer Utilities						120,831.25
Miscellaneous						
65	120-1	Regular Excavation	100	CY	1 ⁰⁰	100.00
66	120-6	Embankment (Compacted In Place)	100	CY	3 ⁰⁰	300.00
67		Contingency	1	LS	\$20,000.00	\$20,000.00
Subtotal Miscellaneous						
GRAND TOTAL						417,012.35

Four hundred Seventy seven thousand two hundred and thirty five
CENT DOLLARS (\$)

SUBMITTED BY: David Bartus
 SIGNED/DATE: David Bartus
 NAME PRINTED: ONEAL Bartus
 TITLE: PRESIDENT

RESOLUTION NO. 99-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF 25 PANASONIC LAPTOPS FROM CDW-GOVERNMENT UNDER "PIGGY-BACK" CONTRACT NUMBER B27172 250-WSCA-10-ACS; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO PAY \$65,450 TO CDW-GOVERNMENT FROM ACCOUNT NUMBER 001-0822-521-0-5250; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Police Officers require the use of laptops to access mission critical databases and software applications, such as National/Florida Crime Information Center (NCIC/FCIC), Driver and Vehicle Information Database (DAVID), Field Based Reporting, and VisionMobile;

WHEREAS, the computers being replaced have operating systems, hardware, and components that no longer meet the demands and system requirements of the applications utilized by the Police Department;

WHEREAS, the Panasonic CF53 Semi-Rugged laptop is currently in use by the Police Department and available through "piggy-back" contract number B27172 250-WSCA-10-ACS.

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

SECTION 1: The City Council approves the purchase of 25 Laptops to be used by the City's police department.

SECTION 2: The City Council authorizes the Director of Finance and Administrative Services to make payment in the amount of \$65,450 to CDW-Government from Account Number 001-0822-521-0-5250.

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

PASSED and APPROVED this 7TH day of AUGUST, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR

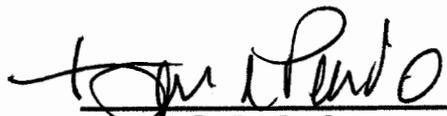


CEDRICK A. THOMAS
CHAIRPERSON

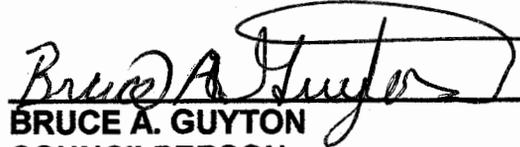
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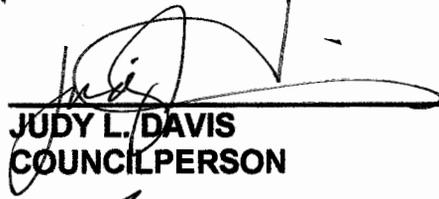
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

B. GUYTON AYE

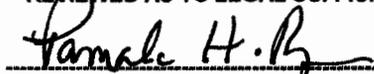
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/7/13

RESOLUTION NO. 100-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO APPROPRIATE \$23,000.00 FROM THE LAW ENFORCEMENT TRUST FUND FOR UPCOMING CRIME PREVENTION EFFORTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Police Department seeks funding to implement several crime prevention efforts, including but not limited to, "Chief on the Move", "GREAT Program", and "National Night Out Against Crime"; and

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

WHEREAS, The Police Chief seeks to implement Law Enforcement efforts designed to prevent crime and disrupt potential criminal activity; and

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

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

SECTION 1: The City Council approves the crime prevention initiative as set forth by the Police Department.

RESOLUTION NO. 100-13
PAGE 2

SECTION 2: The City Council authorizes the Director of Finance and Administrative Services to appropriate the fund balance from the Law Enforcement Trust Fund for this expenditure as follows:

ACCOUNT NUMBER	DESCRIPTION	AMOUNT
150-0817-521-0-4801	Chief on the Move	\$ 2,700.00
150-0817-521-0-4801	National Night Out Against Crime	\$ 1,450.00
150-0817-521-0-4801	Crime Prevention Promotional Material	\$13,650.00
150-0817-521-0-4801	GREAT Program	\$ 4,700.00
150-0817-521-0-4801	Red Ribbon / Career Day	\$ 500.00
	TOTAL:	\$23,000.00

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

PASSED AND ADOPTED this 7TH day of AUGUST, 2013.

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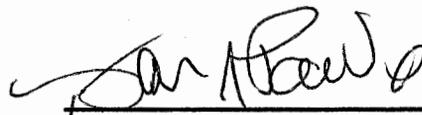
APPROVED:


THOMAS A. MASTERS
MAYOR


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


BRUCE A. GUYTON
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

B. GUYTON AYE

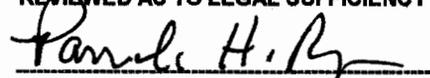
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/7/13

RESOLUTION NO. 101-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SECOND LEASE AMENDMENT BETWEEN THE CITY OF RIVIERA BEACH AND RIVIERA BEACH MARITIME ACADEMY, CORP. COMMENCING AUGUST 30, 2013 UNTIL AUGUST 30, 2015; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is the owner of certain real property located approximately a quarter mile west of U.S. Highway One, between 13th Street, 11th Street, and east of Park Drive, which includes property immediately to the south of and located on the property formerly known as Riviera Beach Elementary School parcel; and

WHEREAS, the Riviera Beach Maritime Academy, Corp., has leased the property from the City since 2006 and desires to extend the lease term for two additional years.

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

SECTION 1. That the Mayor and City Clerk are authorized to execute a Second Lease Amendment on behalf of the City of Riviera Beach with the Riviera Beach Maritime Academy, Corp. for an additional two years.

SECTION 2. That this resolution shall take effect immediately upon its approval by the City Council.

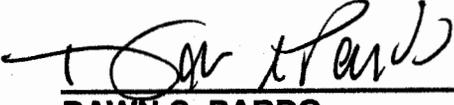
PASSED and APPROVED this 7TH day of AUGUST, 2013.

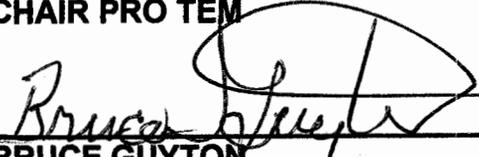
APPROVED:

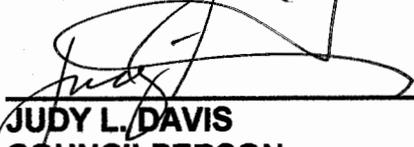

THOMAS A. MASTERS
MAYOR


CEDRICK A. THOMAS
CHAIRPERSON


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


BRUCE GUYTON
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

C. THOMAS ABSTAIN

D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

SECOND LEASE AMENDMENT

This **SECOND LEASE AMENDMENT** (hereinafter referred to as "Amendment") entered into this 14th day of August, 2013, by and between the **CITY OF RIVIERA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "Landlord," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404, and **Riviera Beach Maritime Academy Corp.**, a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Tenant," whose principal office is located at 1550 Avenue "C" East, Riviera Beach, Florida 33404.

WITNESSETH:

WHEREAS, the City is the owner of certain real property located approximately a quarter mile west of US Highway One, between 13th Street, 11th Street, and east of Park Drive, which includes property immediately to the south of and located on the formerly known as Riviera Beach Elementary School parcel. The property, hereinafter referred to as "Premises" is more particularly described as:

Property ID No. 56434233060300010

Boundary Survey with the Legal Description attached hereto in **Exhibit "1"** and incorporated herein.

WHEREAS, that certain Lease Agreement ("Lease") entered into on November 5, 2008, was amended by a "Lease Amendment" on June 15, 2011, extending the lease term for an additional two (2) years from June 15, 2011 to August 30, 2013; and

WHEREAS, the Tenant desires to extend the lease term an additional two years from August 30, 2013 to August 30, 2015; and

WHEREAS, all recitals, terms and conditions of that certain Lease shall be incorporated herein by reference; and except as modified herein, shall remain in full force and effect.

NOW, THEREFORE, in consideration of the covenants herein contained by reference, on the part of the Tenant to be kept and performed, the parties hereby agree to amend that certain Lease as follows.

To Have and to Hold the same under the following terms and conditions:

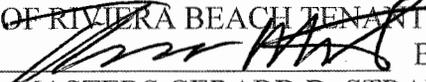
Paragraph 1. LEASE TERM

The Term of this Lease shall commence at midnight of the day previous to the first day of the lease term which shall be on the 30th day of August, 2013, and ending on the earlier date of midnight on the last day of the lease term, which shall be on the 30th day of August, 2015, or upon conveyance of the Premises.

SECOND LEASE AMENDMENT WITH THE CITY OF RIVIERA BEACH

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

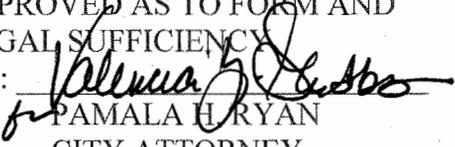
CITY OF RIVIERA BEACH TENANT

BY: 
MASTERS GERARD D. STRAUB, SR.
MAYOR/CHAIRMAN

BY:  THOMAS

ATTEST:
BY: 
CARRIE E. WARD, MMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN
CITY ATTORNEY

DATE: _____

RESOLUTION NO. 102-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ASSIGNMENT OF THE OCEAN MALL GROUND LEASE-RETAIL TO TJAC SINGER ISLAND, LLC WITH CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about December 18, 2006, the City, as Landlord, entered into a retail ground lease (the "Lease") for certain premises known as the Ocean Mall (the "Premises") with OMRD, LLC, a Delaware limited liability company ("OMRD"), as the tenant; and

WHEREAS, the City, OMRD, and the Riviera Beach Community Redevelopment Agency also entered into a Disposition and Development Agreement dated December 18, 2006 ("DDA") setting out the responsibilities for the development of the Premises in two phases (Phase I and Phase II) and certain surrounding City owned property; and

WHEREAS, the DDA set out certain obligations within Section 5.02, with respect to construction of the Ocean Mall and surrounding City owned property; and

WHEREAS, on or about April 24, 2013, GSF Florida Retail LLC became the tenant ("Tenant") under the Lease by virtue of being the winning bidder at the foreclosure sale held in the foreclosure action on the lien of the leasehold mortgage originally held by Branch Banking and Trust Company and subsequently assigned to GSF Trust 2011-1; and

WHEREAS, immediately after the foreclosure sale on the leasehold mortgage, the Tenant paid the City \$300,000 to extend the construction completion date of Phase I under the DDA on the Premises to May 31, 2013; and

WHEREAS, the City Council agreed to enter into an amendment to the ground lease to facilitate a further extension to complete the Phase I construction required of Tenant by the DDA and the parties further acknowledged that Phase II of the DDA was terminated on or about May 21, 2013; and

WHEREAS, the City Council authorized the Mayor to execute the Amendment to the Ground Lease on behalf of the City (said Amendment attached hereto); and

WHEREAS, the Tenant has complied with the terms of the Amendment by, among other things, paying an additional \$250,000 to the City and making corrections to deficiencies at the Ocean Mall and the City has agreed to extend the deadline to complete Phase I to May 31, 2014; and

RESOLUTION NO. 102-13

PAGE 2

WHEREAS, the Tenant now seeks to assign its leasehold interest to TJAC Singer Island, LLC as the Ocean Mall Ground Lease, section 10, allows such an assignment with the consent of the Landlord; and

WHEREAS, the City's outside legal counsel has reviewed TJAC Singer Island, LLC's financial records and on the City's behalf, has required a personal guaranty from the principals, said guaranty is attached hereto; and

WHEREAS, the guaranty states that "as an essential inducement for Grantee to approve the assignment of the Lease to the Company, Guarantor, jointly and severally, has agreed to guarantee that the Company will timely and properly make all rent payments to the City due under the Lease"; and

WHEREAS, with that condition met, staff recommends approval of the assignment.

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 foregoing whereas clauses are true and incorporated herein.

SECTION 2. That the assignment of the Ocean Mall Ground Lease-Retail to TJAC Singer Island, LLC, is hereby approved on the condition that the City receives an executed Personal Guaranty, as attached.

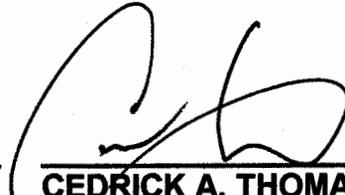
SECTION 3. That this resolution shall take effect immediately upon its passage and approval by City Council.

PASSED and APPROVED this 7TH day of August 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR

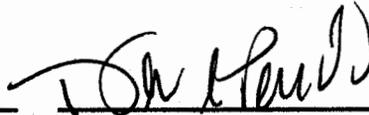


CEDRICK A. THOMAS
CHAIRPERSON

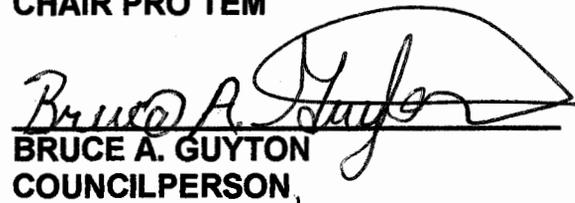
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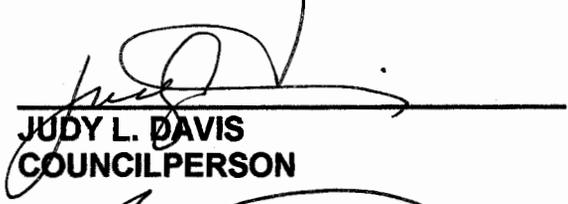
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



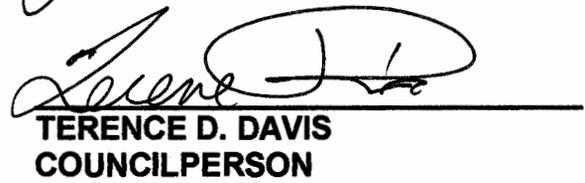
DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: J. DAVIS

C. THOMAS AYE

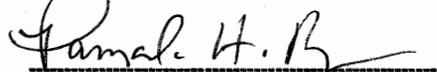
D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 8/7/13

PERSONAL GUARANTY

This Guaranty is made and executed this 10 day of August, 2013, by Zvi Schwarzman and Mark Greene, jointly and severally (collectively the "Guarantor").

WHEREFORE, TJAC Singer Island, LLC (the "Company"), as assignee, is party to that certain Ground Lease (Retail) dated December 18, 2006 and first amended on May 15, 2013 (the "Lease") with The City of Riviera Beach, Florida ("Grantee");

WHEREAS, as an essential inducement for Grantee to approve the assignment of the Lease to the Company, Guarantor, jointly and severally, has agreed to guarantee that the Company will timely and properly make all rent payments to the City due under the Lease.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Guarantor, jointly and severally, hereby covenant, agree and guarantee as follows:

1. The above-stated recitals are true and correct and are hereby incorporated into this Guaranty Agreement.

2. For the entire term of the Lease and any extensions thereof, Guarantor, jointly and severally, does hereby irrevocably guarantee the full, faithful and timely payment and performance by the Company of all rent payments pursuant to the Lease. Guarantor, jointly and severally, expressly agrees that Guarantor shall upon demand by Grantee, after the occurrence any default of any rent payments under the Lease, immediately pay all rent due by the Company under the Lease.

3. This Guaranty shall be absolute, continuing and unlimited, and Grantee shall not be required to take any proceedings or other formal legal action against the Company before Grantee has the right to demand payment or performance by Guarantor.

4. This Guaranty shall remain in full force and effect although Grantee has waived one or more defaults by the Company and notwithstanding the institution by or against the Company of bankruptcy, reorganization, dissolution, receivership or insolvency actions or proceedings of any nature or the rejection or disaffirmance of the Lease in any such proceedings or otherwise.

5. This Guaranty may not be modified, altered or released except by express agreement in writing signed by the Guarantor and Grantee.

6. Guarantor irrevocably submits to the exclusive personal jurisdiction of the courts of the State of Florida and the venue of the courts in Palm Beach County, Florida. Guarantor agrees that the Circuit Court for the Fifteenth Judicial Circuit in and for Palm Beach County shall be the exclusive jurisdiction and venue of any litigation or special proceeding to resolve any dispute or claim arising from or related to or connected with this Guaranty, including any claims

based upon statute, common law or rule. The Guarantor hereby waives any objection to such forum based upon venue or forum non conveniens grounds.

This instrument shall be governed by and construed and enforced according to the laws of the State of Florida, except where specifically preempted by federal law.

7. In any action, proceeding or litigation relating to this Guaranty Agreement, the prevailing party shall be entitled to reimbursement of its attorney's fees and costs including those incurred on appeal, if any.

8. WAIVER OF JURY TRIAL

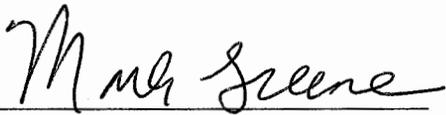
GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSSCLAIMS OR THIRD-PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THE LEASE AND THE TRANSACTIONS CONTEMPLATED HEREIN. GUARANTOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF GRANTEE HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT GRANTEE WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. GUARANTOR ACKNOWLEDGES THAT GRANTEE HAS BEEN INDUCED TO ENTER INTO THE CONTRACT AND THE GUARANTY BY, INTER ALIA, THE PROVISIONS OF THIS PARAGRAPH.

IN WITNESS WHEREOF, the undersigned executed this Guaranty on the date first above written.

Guarantor:

Zvi Schwarzman, Individually

Guarantor:



Mark Greene, Individually

based upon statute, common law or rule. The Guarantor hereby waives any objection to such forum based upon venue or forum non conveniens grounds.

This instrument shall be governed by and construed and enforced according to the laws of the State of Florida, except where specifically preempted by federal law.

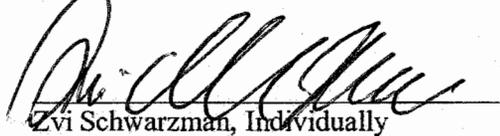
7. In any action, proceeding or litigation relating to this Guaranty Agreement, the prevailing party shall be entitled to reimbursement of its attorney's fees and costs including those incurred on appeal, if any.

8. WAIVER OF JURY TRIAL

GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSSCLAIMS OR THIRD-PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THE LEASE AND THE TRANSACTIONS CONTEMPLATED HEREIN. GUARANTOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF GRANTEE HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT GRANTEE WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. GUARANTOR ACKNOWLEDGES THAT GRANTEE HAS BEEN INDUCED TO ENTER INTO THE CONTRACT AND THE GUARANTY BY, INTER ALIA, THE PROVISIONS OF THIS PARAGRAPH.

IN WITNESS WHEREOF, the undersigned executed this Guaranty on the date first above written.

Guarantor:


Zvi Schwarzman, Individually

Guarantor:

Mark Greene, Individually

RESOLUTION NO. 103 -13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING ISSUANCE BY THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY OF ITS REDEVELOPMENT REVENUE NOTE, SERIES 2013A, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$3,550,000 FOR PURPOSES OF FINANCING CERTAIN REDEVELOPMENT PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Authority for This Resolution. This resolution of the City of Riviera Beach, Florida (the "City") is adopted pursuant to the provisions of the Community Redevelopment Act of 1969 (Part III of Chapter 163, Florida Statutes), particularly Sections 163.358(3) and 163.385 thereof, Section 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. Definitions. When used in this resolution, capitalized terms not otherwise defined shall have the meanings specified in the Riviera Beach CRA Plan, as amended (the "Redevelopment Plan").

Section 3. Findings. It is hereby ascertained, determined and declared as follows:

(A) The Riviera Beach Community Redevelopment Agency (the "Agency") is contemplating issuance of its Redevelopment Revenue Note, Series 2013A in a principal amount not to exceed \$3,550,000 (the "Series 2013A Note") in order to fund various community redevelopment projects within the Riviera Beach Community Redevelopment Area including the engineering, design, construction and acquisition of certain water, sewer and stormwater utilities, streetscape, landscape and access improvements, bulkhead and dock repair and such other projects as may be approved by the Agency from time to time, in accordance with and in furtherance of the Redevelopment Plan (collectively, the "2013A Project").

(B) It is necessary, desirable and in the best interests of the citizens of Riviera Beach, Florida that the City Council approves issuance by the Agency of its Series 2013A Note.

Section 4. Approval of Series 2013A Note. Pursuant to Section 163.385, Florida Statutes, the City Council hereby approves issuance by the Agency of its Series 2013A Note for the purpose of financing the 2013A Project.

RESOLUTION NO. 103-13

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Section 5. Notice. The City has provided notice of its intent to authorize the issuance of the Series 2013A Note in accordance with Section 163.346, Florida Statutes.

Section 6. Severability. If any one or more provisions of this resolution should be contrary to law or invalid or ineffective for any reason, such provision shall be deemed severable from, and shall not affect the validity of, the remaining provisions of this resolution.

Section 7. Construction. This resolution shall be liberally construed to effect the purposes hereof.

Section 8. Effective Date. This resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED this 14TH day of August, 2013.

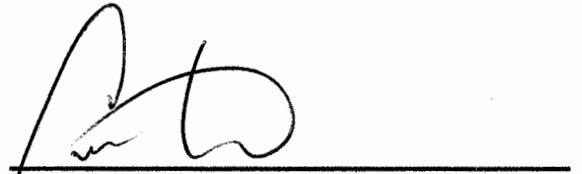
APPROVED:



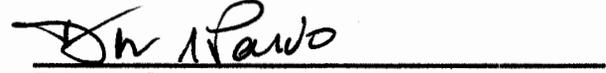
THOMAS A. MASTERS
MAYOR

ATTEST?

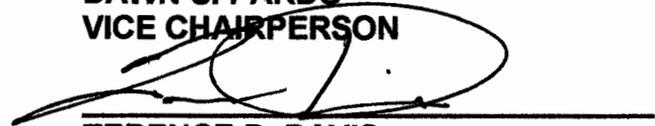

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



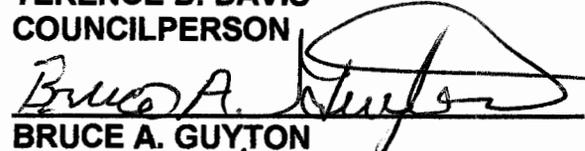
CEDRICK A. THOMAS
CHAIRPERSON



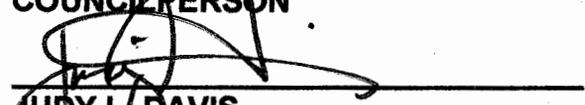
DAWN S. PARDO
VICE CHAIRPERSON



TERENCE D. DAVIS
COUNCILPERSON

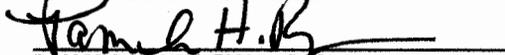


BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, BCS
CITY ATTORNEY

DATE: 8/14/13

RESOLUTION NO. 103-13

PAGE 3

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

T.D. DAVIS AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

B. GUYTON AYE

RESOLUTION NO. 104 -13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING ISSUANCE BY THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY OF ITS REDEVELOPMENT TAXABLE REFUNDING REVENUE NOTE, SERIES 2013B, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$8,000,000 FOR PURPOSES OF REFINANCING CERTAIN REDEVELOPMENT PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Authority for This Resolution. This resolution of the City of Riviera Beach, Florida (the "City") is adopted pursuant to the provisions of the Community Redevelopment Act of 1969 (Part III of Chapter 163, Florida Statutes), particularly Sections 163.358(3) and 163.385 thereof, Section 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. Definitions. When used in this resolution, capitalized terms not otherwise defined shall have the meanings specified in the Riviera Beach CRA Plan, as amended (the "Redevelopment Plan").

Section 3. Findings. It is hereby ascertained, determined and declared as follows:

(A) The Riviera Beach Community Redevelopment Agency (the "Agency") is contemplating issuance of its Redevelopment Taxable Refunding Revenue Note, Series 2013B in a principal amount not to exceed \$8,000,000 (the "Series 2013B Note") in order to refinance a portion of the outstanding \$25,570,000 Riviera Beach Community Redevelopment Agency Redevelopment Note, Series 2011 dated April 28, 2011 (the "Refunded Note") and a portion of the original proceeds of the Refunded Note will be transferred along with any excess new money and used to fund various community redevelopment projects within the Riviera Beach Community Redevelopment Area including (i) the acquisition of land for public parking facilities, (ii) the engineering, design, and construction of a community center known as Newcomb Hall and (iii) such other projects as may be approved by the Agency from time to time, in accordance with and in furtherance of the Redevelopment Plan (collectively, the "2013B Project").

(B) It is necessary, desirable and in the best interests of the citizens of Riviera Beach, Florida that the City Council approves issuance by the Agency of its Series 2013B Note.

Section 4. Approval of Series 2013B Note. Pursuant to Section 163.385, Florida Statutes, the City Council hereby approves issuance by the Agency of its Series 2013B Note for the purpose of financing the 2013B Project.

Section 5. Notice. The City has provided notice of its intent to authorize the issuance of the Series 2013B Note in accordance with Section 163.346, Florida Statutes.

Section 6. Severability. If any one or more provisions of this resolution should be contrary to law or invalid or ineffective for any reason, such provision shall be deemed severable from, and shall not affect the validity of, the remaining provisions of this resolution.

Section 7. Construction. This resolution shall be liberally construed to effect the purposes hereof.

Section 8. Effective Date. This resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED this 14TH day of August, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR



CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
VICE CHAIRPERSON



TERENCE D. DAVIS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, BCS
CITY ATTORNEY

DATE: 8/14/13

RESOLUTION NO. 104-13

PAGE 3

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

T. DAVIS AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

B. GUYTON AYE