

RESOLUTION NO. 148-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT 005 TO THE DISASTER RECOVERY INITIATIVE PROGRAM AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY, AMENDING THE PROGRAM DEADLINE FROM DECEMBER 14, 2013, TO SEPTEMBER 20, 2014; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Palm Beach County (County) entered into a contract in 2008 with the State of Florida Department of Community Affairs in connection with the State of Florida's 2005 Disaster Recovery Initiative (DRI) Program with funds provided by the US Department of Housing and Urban Development; and

**WHEREAS**, in March 2008, the City was allocated \$1,236,000 under the original contract with the County to implement specified DRI Program activities; and

**WHEREAS**, the agreement between the City and the County dated March 24, 2008 was amended in April and October 2009, August 2010, and January 2011; and

**WHEREAS**, a new agreement was executed in June 2012, and amended in September and November of 2012 and in February and May of 2013; and

**WHEREAS**, Amendment 005 modifies the DRI Program deadline by extending it from December 14, 2013, to September 20, 2014.

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

**SECTION 1.** The City Council approves Amendment 005 to the DRI Agreement with Palm Beach County, attached hereto as Exhibit "A", to modify the program deadline from December 14, 2013, to September 20, 2014.

**SECTION 2.** The City Council authorizes the Mayor and the City Clerk to execute the amendment.

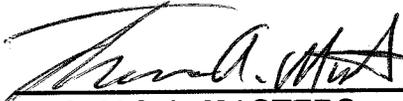
**SECTION 3.** The City Council authorizes the Director of Finance and Administrative Services to disburse funds in accordance with the amended DRI Agreement.

**SECTION 4.** This Resolution shall take effect immediately upon approval.

RESOLUTION NO. 148-13  
PAGE 2 of 2

PASSED and APPROVED this 20th day of November, 2013.

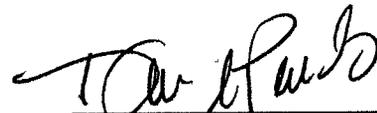
APPROVED:

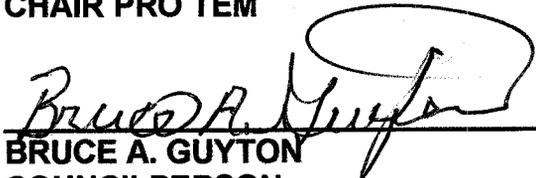
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

  
\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

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

absent  
\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

  
\_\_\_\_\_  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: T. Davis

SECONDED BY: D. Pardo

C. THOMAS aye

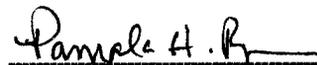
D. PARDO aye

B. GUYTON tardy

J. DAVIS absent

T. DAVIS aye

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 11/20/13

**RESOLUTION NO. 149-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AMENDMENT TO THE REHABILITATION CONSULTANT SERVICES CONTRACT BETWEEN THE CITY OF RIVIERA BEACH AND GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC., EXTENDING THE CONTRACT EXPIRATION DATE FROM DECEMBER 14, 2013 TO SEPTEMBER 20, 2014, IN ASSOCIATION WITH THE DISASTER RECOVERY INITIATIVE PROGRAM, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach (City) and Palm Beach County (County) have an active agreement governing the Disaster Recovery Initiative (DRI) Program; and

**WHEREAS**, the City entered into a Contract with Guardian Community Resource Management, Inc. (Guardian), for rehabilitation consultant services in association with the DRI Program on February 6, 2013, by Resolution No. 18-13; and

**WHEREAS**, the Contract with Guardian was amended on June 5, 2013 by Resolution No. 60-13, extending the expiration date from June 15, 2013 to December 14, 2013; and

**WHEREAS**, the Contract between the City and Guardian, must be amended to parallel the DRI Program extension to September 20, 2014, to ensure time for implementation; and

**WHEREAS**, Guardian desires to extend the existing Contract's expiration date by amending it from December 14, 2013 to September 20, 2014; and

**WHEREAS**, the City Council desires to amend the existing Contract expiration date with Guardian from December 14, 2013 to September 20, 2014, accordingly.

**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 authorizes the Mayor and City Clerk to execute an Amendment, modifying the expiration date from December 14, 2013 to September 20, 2014, provided for within "Article 2 – Schedule" of the Contract, in order to allow for continued Rehabilitation Consulting Services from Guardian Community Resource Management, Inc.

**SECTION 2.** A copy of the Amendment is attached hereto as Exhibit "A" and made part of this Resolution.

**SECTION 3.** All provisions not in conflict with this Amendment are still in effect and shall be performed at the same level as specified in the Contract; specifically compensation shall remain unchanged, no more than \$5,000 per rehabilitation project, not to exceed a total of \$105,000 of the initial \$1,236,000 DRI Program allocation.

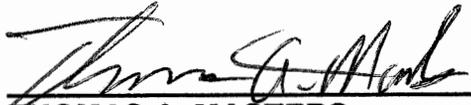
**SECTION 4.** The City Council authorizes the Finance Director to disburse funds in accordance with this Amendment.

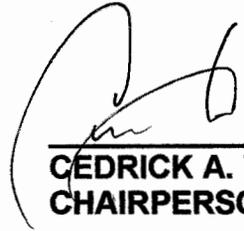
**SECTION 5.** This Resolution shall take effect immediately upon approval.

**PASSED and APPROVED this 20th day of November, 20    .**

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APPROVED:

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

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

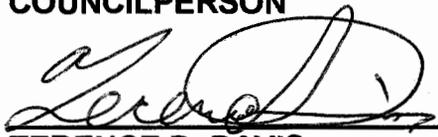
ATTEST:

  
\_\_\_\_\_  
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: D. Pardo

C. THOMAS aye

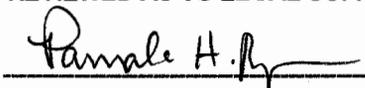
D. PARDO aye

B. GUYTON tardy

J. DAVIS absent

T. DAVIS aye

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 11/20/13

**CITY OF RIVIERA BEACH**  
**AMENDMENT TO CONSULTING AND PROFESSIONAL SERVICES CONTRACT**

This Amendment to the Contract for Consulting and Professional Services is made and entered into this 20TH day of NOVEMBER, 2013, by and between the City of Riviera Beach, Palm Beach County, Florida, a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the "CITY", whose mailing address is 600 West Blue Heron Boulevard, Riviera Beach, FL 33404 and Guardian Community Resource Management, Inc., [ ] an individual, [ ] a partnership, [ **X** ] a corporation authorized to do business in the State of Florida, hereinafter referred to as the "CONSULTANT", whose mailing address is 3020 Bruton Road, Plant City, FL 33565 and whose Federal I.D. number is 13-4309252.

**WITNESSETH:**

**WHEREAS**, the CITY entered into a Contract for Consulting and Professional Services with the CONSULTANT on February 6, 2013, by Resolution No. 18-13, to provide services associated with the Disaster Recovery Initiative Program, specifically functioning as a Rehabilitation Consultant; and

**WHEREAS**, Resolution No. 60-13 extended the Contract's expiration date from June 15, 2013 to December 14, 2013; and

**WHEREAS**, the CITY and CONSULTANT desire to extend the Contract's expiration date from December 14, 2013 to September 20, 2014, in association with an extension to the Disaster Recovery Initiative Program; and

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the CITY and CONSULTANT agree as follows:

**SECTION 1.** ARTICLE 2 – SCHEDULE, is hereby amended, providing September 20, 2014 as the new Contract expiration date, to read as follows:

The CONSULTANT shall commence services on February 7, 2013 and complete all services by ~~December 14, 2013~~ September 20, 2014.

**SECTION 2.** A new Article 46 is hereby created as follows:

**ARTICLE 46 – COMPLIANCE WITH FLORIDA PUBLIC RECORDS ACT**

The CONSULTANT shall comply with the Florida Public Records Act, 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 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 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.

**SECTION 3.** In all other respects, the terms of the Contract shall remain in full force and effect, and the parties agree to perform all duties and obligations as set forth therein.

[ SIGNATURES ON FOLLOWING PAGE ]

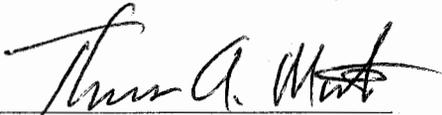
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**AMENDMENT TO CONSULTING AND PROFESSIONAL SERVICES CONTRACT**

**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

GUARDIAN COMMUNITY  
RESOURCE MANAGEMENT, INC.

BY:   
THOMAS A. MASTERS  
MAYOR

BY:   
CHRISTINE ALDAY  
PRESIDENT & CEO

DATE: 11/20/13

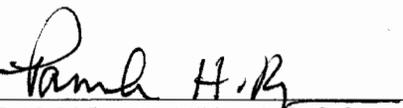
DATE: 11/13/13

BY:   
CARRIE E. WARD  
CITY CLERK

DATE: 11/20/13

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

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

BY:   
MARY MCKINNEY  
DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 11/18/13

DATE: 11/15/2013

**RESOLUTION NO. 150-13**

**INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA, AND THE CITY OF RIVIERA BEACH, FLORIDA; PROVIDING REIMBURSEMENT UP TO THE AMOUNT OF \$99,600 FROM OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014 TO SUPPORT CLIENTS AFFECTED BY SUBSTANCE ABUSE AND ADDICTION AND SALARY FOR THE FULL TIME CASE MANAGER; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP THE BUDGET; AND PROVIDING FOR AN EFFECTIVE**

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

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

**WHEREAS**, the Civil Drug Court was created through an Administrative Order by the Chief Judge in 1991 and has assisted the recovery efforts of clients with substance abuse issues by ordering them into treatment programs through the Marchman Act (FSS. Chapter 397); and

**WHEREAS**, the City of Riviera Beach has an investment in the Civil Drug Court; and

**WHEREAS**, the County's Criminal Justice Commission (CJC) wishes to provide continued support to the Civil Drug Court to offer services to citizens who are affected by substance abuse addiction; and

**WHEREAS**, the County, through the Criminal Justice Commission is providing up to \$99,600 to offer continued staffing and to support treatment of clients through licensed substance abuse treatment providers and facilities; and

**WHEREAS**, the City will provide services and incur expenditures as set forth in Exhibit A and B; and

**WHEREAS**, the term of the Interlocal Agreement is from October 1, 2013 through September 30, 2014.

**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 City Council authorizes the Mayor and City Clerk to execute the Interlocal agreement with the County in amount of up to \$99,600 to offer continued staffing and to support the payment of referred clients to licensed substance abuse treatment providers and facilities.

**SECTION 2:** That the Finance Director is authorized to set up a budget account.

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

**APPROVED:**



**THOMAS A. MASTERS**  
**MAYOR**



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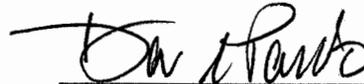
**CEDRICK A. THOMAS**  
**CHAIRPERSON**

**ATTEST:**



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



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**DAWN S. PARDO**  
**CHAIR PRO TEM**



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**BRUCE A. GUYTON**  
**COUNCILPERSON**

**ABSENT**

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**JUDY L. DAVIS**  
**COUNCILPERSON**



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**TERENCE D. DAVIS**  
**COUNCILPERSON**

RESOLUTION NO. 150-13

PAGE 3

MOTIONED BY: T. DAVIS

SECONDED BY: D. PARDO

B. GUYTON TARDY

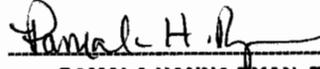
J. DAVIS ABSENT

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 11/20/13

RESOLUTION NO. 151-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING THE THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY, EXTENDING THE DEADLINE FOR PHASE 1 OF THE PROJECT TO DECEMBER 31, 2013 FOR THE SOLE PURPOSE OF ALLOWING ADDITIONAL TIME FOR PROCESSING REIMBURSEMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to waterfront access in Palm Beach County, in the principal amount of \$50 million ("the \$50 million Waterfront Access Bond"); and,

**WHEREAS**, the City and Palm Beach County entered into an Interlocal Agreement dated April 18, 2007 for "Expansion and Renovations of the Riviera Beach Marina" with an approved budget of \$5,000,000; and,

**WHEREAS**, Amendments 1 and 2 to the 2007 Interlocal Agreement, revised the scope of the project and extended the deadline until December 31, 2012; and

**WHEREAS**, the City has completed construction of the project and the project was opened to the public by December 31, 2012 as required; however additional time is required for processing invoices for reimbursement.

**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 Clerk are hereby authorized to execute the third amendment to the Interlocal agreement between the City and Palm Beach County for the aforementioned project and purpose.

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

**PASSED and APPROVED this 20TH day of NOVEMBER, 2013.**

APPROVED:

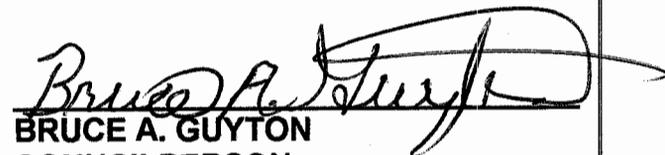
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

  
\_\_\_\_\_  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

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

\_\_\_\_\_  
ABSENT  
JUDY L. DAVIS  
COUNCILPERSON

  
\_\_\_\_\_  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: D. PARDO

B. GUYTON TARDY

J. DAVIS ABSENT

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 11/20/13

R2013:1516

**AMENDMENT NUMBER 3 TO INTERLOCAL AGREEMENT BETWEEN  
PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR FUNDING  
OF THE EXPANSION AND RENOVATION OF THE RIVIERA BEACH MARINA**

**THIS AMENDMENT TO INTERLOCAL AGREEMENT** is made and entered into on OCT 22 2013 2013, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the City of Riviera Beach, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

**WITNESSETH:**

**WHEREAS**, MUNICIPALITY owns property located at 200 E 13 Street in Riviera Beach; and

**WHEREAS**, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to waterfront access in Palm Beach County, in the principal amount of \$50 Million ("the \$50 Million Waterfront Access Bond"); and

**WHEREAS**, the COUNTY allocated MUNICIPALITY \$5 Million Dollars for expansion and renovation of the City Marina; and

**WHEREAS**, COUNTY and MUNICIPALITY entered into an Interlocal Agreement dated February 27, 2007 (R-2007-0349) which established the \$5 Million Dollar grant to MUNICIPALITY, defined the scope of the project, and set forth the terms and conditions upon which the grant funds would be expended; and

**WHEREAS**, Amendment Number 1 to the Interlocal Agreement dated November 17, 2009 (R-2009-2012), changed the scope of the project and extended the time for completion of the project until October 1, 2011; and

**WHEREAS**, Amendment Number 2 to the Interlocal Agreement dated July 10, 2012 (R-2012-1032), changed the scope of the project and extended the time for completion of the project until December 31, 2012; and

**WHEREAS**, MUNICIPALITY has completed construction of the project and the project was open to the public by December 31, 2012; however, not all invoices were received and paid by that date, therefore additional time is needed to allow for full and final reimbursement for the project.

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

1. Section 2.06 of the Interlocal Agreement is hereby amended to extend the completion date for Phase 1 of the Project to December 31, 2013. This extension is solely to allow additional time for processing of reimbursement.
2. Terms not defined herein shall have the same meaning in this Amendment Number 3 as in the Interlocal Agreement.
3. Except as specifically modified by Amendment Number 1, Amendment Number 2 and this Amendment Number 3, all other terms, covenants and conditions of the Interlocal Agreement remain unmodified and in full force and effect.

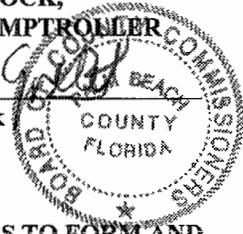
IN WITNESS WHEREOF, the parties have caused this Amendment Number 3 to Interlocal Agreement to be executed on the day and year first above written.

R2013-1516 OCT 22 2013

ATTEST:  
SHARON R. BOCK,  
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk



By: Steven L. Abrams  
Steven L. Abrams, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND  
CONDITIONS:

By: [Signature]  
County Attorney

By: [Signature]  
Department Director

WITNESSES:

CITY OF RIVIERA BEACH

[Signature]  
Signature

By: [Signature]  
Mayor

Amanda Canete  
Print Name

Claudene L. Anthony  
Witness (Print Name)

[Signature]  
Signature

[Signature]  
Witness Signature

TIMOTHY MONTIGLIO  
Print Name

Lucinda J Monroe  
Witness (Print Name)

[Signature]  
Witness Signature

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: [Signature] 10/21/13  
Municipality Attorney

RESOLUTION NO. 152-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING ARTICLE VII ENTITLED "GENERAL PROVISIONS" SECTION 3.5 ENTITLED "CITY MARINA PROPERTY" OF THE CITY'S CHARTER WHICH IS INCLUDED IN THE CITY'S CODE OF ORDINANCES TO IMPLEMENT A CERTAIN PROVISION APPROVED BY THE QUALIFIED REGISTERED VOTERS OF THE CITY OF RIVIERA BEACH AT THE NOVEMBER 2, 2010 REFERENDUM ELECTION; PROVIDING FOR SEVERABILITY, CONFLICTS, AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, on August 18, 2010, at the Regular City Council Meeting, the City Clerk advised the Mayor, City Council and the public that the Riviera Beach Task Force had received a certification from the Palm Beach County Supervisor of Election on August 16, 2010, certifying 2,054 signatures as qualified electors of the city for the purpose of calling for a Referendum Election; and

**WHEREAS**, after court proceedings on the matter, in the consolidated cases of *Riviera Beach Community Redevelopment Agency v. Riviera Beach Citizens Task Force et al.*, case # 502010CA024424XXXMB and *City of Riviera Beach v. Riviera Beach Citizens Task Force et al.*, case # 502010CA024462XXXMB, the court, through Judge Fine, ordered the City to place the language submitted by the Riviera Beach Task Force on the ballot; and

**WHEREAS**, the following language appeared on the November 2, 2010 General Election Ballot as a referendum question for the City of Riviera Beach:

**AMENDMENT TO CITY MARINA PROPERTY**

"SHALL THE CITY OF RIVIERA BEACH CHARTER BE AMENDED TO PROVIDE THAT THE USE OF DEDICATED SUBMERGED PUBLIC LANDS AT THE CITY MARINA REMAIN LIMITED TO MUNICIPAL PARK AND RECREATIONAL PURPOSES ACCORDING TO FLORIDA DEDICATION NO. 24438-A (2725) THE MUNICIPAL MARINA PROPERTIES, NEWCOMB HALL, BICENTENNIAL PARK, AND SPANISH COURT SHALL BE OWNED, MANAGED, AND OPERATED SOLELY BY THE CITY OF RIVIERA BEACH; THE MUNICIPAL MARINA PROPERTIES SHALL NOT PERMIT INDUSTRIAL COMMERCIAL BOAT REPAIR OPERATIONS"?

At the culmination of the Referendum Election, the Palm Beach County Supervisor of Elections certified that a total of 8,821 votes were cast for the question and it was approved by 53.94% (4,440) of the votes cast. The official results were certified by the Palm Beach County Supervisor of Elections on November 16, 2010, and received and certified in the Office of the City Clerk on November 17, 2010; and

**WHEREAS**, even though there has been new litigation (*Riviera Beach Citizens Task Force et al., v. City of Riviera Beach et al.*, case # 502011CA001501XXXMB which is currently on appeal in case # 4D13-2956) that may affect the November 2010 charter amendment involving a second referendum certified by the Palm Beach County Supervisor of Elections, the City hereby incorporates into its Charter the language approved by the electors in the November 2010 election.

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

**SECTION 1.** That Article VII, section 3.5 of the City's Charter entitled "City Marina Property" shall be amended by adding the below underlined language:

The city's municipal marina shall not be sold. However, the city council may enter into management, license or lease agreements with marina users and/or outside operators for a term of not more than 50 years in order to facilitate marina activities, use or operations and to provide that the use of dedicated submerged public lands be limited to municipal park and recreational purposes according to the terms State of Florida Dedication No. 24438-A (2725-50) by the Board of Trustees of the Internal Improvement Fund, to include the Marina and public Municipal Marina properties, Newcomb Hall, Bicentennial Park, and Spanish Courts shall be owned, managed, and operated solely by the City of Riviera Beach for municipal and public uses; the use of the marina shall not be changed to industrial commercial, to include an industrial commercial boat repair operation. This provision may be implemented by ordinance adopted by the City Council.

**SECTION 2.** It is the intention of the City Council and it is hereby resolved that the provisions of this resolution shall become and be made a part of the City of Riviera Beach City Charter which is included in the Code of Ordinances.

**SECTION 3.** If any word, phrase, clause, subsection or section of this resolution is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining parts of this resolution.

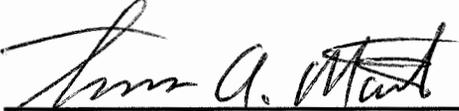
**SECTION 4.** That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same are hereby repealed to extent of such conflict.

**SECTION 5.** That this resolution shall be in full force and effect immediately upon its passage and approval by the City Council.

**SECTION 6.** Specific authority is hereby granted to codify this resolution.

**PASSED AND APPROVED** on this 20TH day of NOVEMBER, 2013.

**APPROVED:**

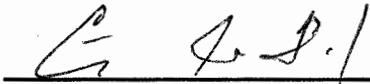


**THOMAS A. MASTERS  
MAYOR**

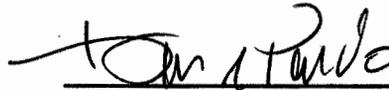


**CEDRICK A. THOMAS  
CHAIRPERSON**

**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. 152-13  
PAGE 4

MOTIONED BY: T. DAVIS

SECONDED BY: D. PARDO

C. THOMAS AYE

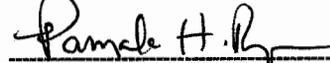
D. PARDO AYE

B. GUYTON TARDY

J. DAVIS ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 11/20/13

**RESOLUTION NO. 153-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT BY AND AMONG THE COMMUNITY REDEVELOPMENT AGENCY, THE CITY OF RIVIERA BEACH AND VIKING DEVELOPERS FOR THE DEVELOPMENT OF THE MARINA SOUTH; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FIRST AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Community Redevelopment Agency (Agency) and the City accepted and approved an amended Conceptual Master Development Plan comprised of 18 separate project elements on February 10, 2010 and February 17, 2010, respectively; and

**WHEREAS**, the City, Agency, and Viking Developer, LLC (Developer) entered into that certain Master Development Agreement dated July 28, 2010 (the "Master Development Agreement"), with respect to their respective obligations for the development of the various project elements contained in the Conceptual Master Development Plan; and

**WHEREAS**, the Agency and the City, after numerous public meetings involving Viking Developers, adopted a unified long-range Marina District Conceptual Master Plan for development and redevelopment of the Marina District called the Marina District Master Plan. Said adoption occurred at a public meeting held by the Agency on February 24, 2013, and by the City, through resolution 22-12, on February 27, 2013; and

**WHEREAS**, the Master Development Agreement anticipated that the Conceptual Master Development Plan would be revised to address changes necessitated by the market place; and

**WHEREAS**, the City, Agency and Developer now desire to amend the Master Development Agreement to formally accept and approve the Marina District Master Plan to allow for the continued development of plans and specifications for Phase I of the Marina District Master Plan which consists of Bicentennial Park, Newcomb Hall, the Public Promenade and temporary parking for those facilities associated therewith.

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 First Amendment to the Master Development Agreement is hereby approved.

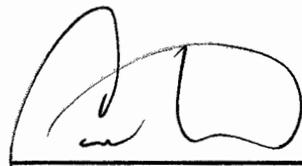
SECTION 2. The Mayor and the City Clerk are authorized to execute the First Amendment on behalf of the City.

SECTION 3. This resolution shall be effective upon its passage and approval.

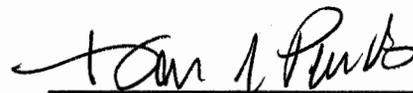
PASSED AND APPROVED this 20TH day of NOVEMBER, 2013

APPROVED:

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

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

  
\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

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

\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

  
\_\_\_\_\_  
TERENCE D. DAVIS  
COUNCILPERSON

RESOLUTION NO. 153-13

PAGE 3

MOTIONED BY: T. DAVIS

SECONDED BY: D. PARDO

C. THOMAS AYE

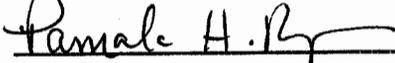
D. PARDO AYE

B. GUYTON TARDY

J. DAVIS ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
Pamala Hanna Ryan  
PAMALA HANNA RYAN, B.C.S., CITY ATTORNEY

DATE: 11/20/13

102413:PHR:syj

**FIRST AMENDMENT TO  
MASTER DEVELOPMENT AGREEMENT**

**THIS FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT** (the "First Amendment") is made this 20<sup>TH</sup> day of NOVEMBER, 2013 by and between the City of Riviera Beach, Florida, a Florida municipal corporation ("City"), the Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes ("Agency"), and Viking Developers, LLC, a Florida limited liability company, its successors and assigns ("Master Developer").

**WHEREAS**, the Agency and the City accepted and approved an amended Conceptual Master Development Plan comprised of 18 separate project elements on February 10, 2010 and February 17, 2010, respectively; and

**WHEREAS**, the City, Agency, and Developer entered into that certain Master Development Agreement dated July 28, 2010 (the "Master Development Agreement"), with respect to their respective obligations for the development of the various project elements contained in the Conceptual Master Development Plan; and

**WHEREAS**, the Agency and the City, after numerous public meetings involving Viking Developers, adopted a unified long-range Marina District Conceptual Master Plan for development and redevelopment of the Marina District called the Marina District Master Plan. Said adoption occurred at a public meeting held by the Agency on February 27, 2013, and by the City, through resolution 22-13, on February 27, 2013; and

**WHEREAS**, the Master Development Agreement anticipated that the Conceptual Master Development Plan would be revised to address changes necessitated by the market place; and

**WHEREAS**, the City, Agency and Developer now desire to amend the Master Development Agreement to formally accept and approve the Marina District Master Plan

**NOW, THEREFORE**, it is hereby mutually agreed by and between the Parties hereto that this agreement is made upon the terms, covenants and conditions hereinafter set forth and in further consideration for the mutual covenants and agreements.

**Section 1.** This First Amendment modifies the Master Development Agreement. In the event of any inconsistency between the terms of the Master Development Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.

Section 2. The terms and conditions contained herein shall have the same meaning as in the Master Development Agreement unless specified otherwise.

Section 3. The Conceptual Master Development Plan adopted in the Master Development Agreement is hereby DELETED and the Marina District Master Plan, which sets forth the phases and elements of the development of the Marina District is hereby adopted. The Marina District Master Plan is attached hereto as Exhibit "A," as may from time to time be amended.

Section 4. All other terms and conditions of the Master Development Agreement not specifically modified hereby shall remain as originally contained therein.

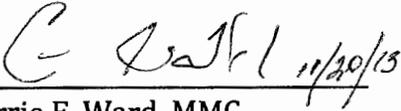
Section 5. The agreements, terms, covenants and conditions herein shall be binding upon, and inure to the benefit of, City, Agency, and Master Developer and their respective successors and permitted assigns.

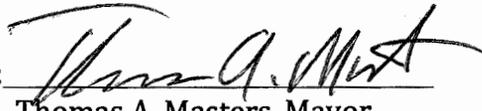
**SIGNATURES ON FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the City, Agency, and Master Developer, intending to be legally bound, have executed this First Amendment as of the day and year first above written.

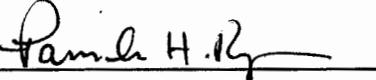
**CITY OF RIVIERA BEACH, FLORIDA**

ATTEST:

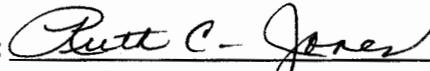
By:   
Carrie E. Ward, MMC  
City Clerk

By:   
Thomas A. Masters, Mayor

As to Form and Legal Sufficiency

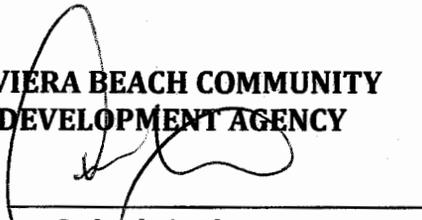
By:   
Pamala H. Ryan, B.C.S.,  
City Attorney

As to Terms and Conditions

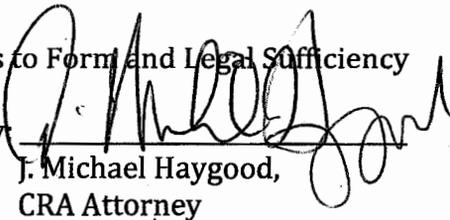
By:   
Ruth C. Jones, City Manager

Date: 11/20/13

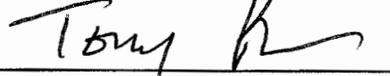
**RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

By:   
Cedrick A. Thomas,  
Chairperson

As to Form and Legal Sufficiency

By:   
J. Michael Haygood,  
CRA Attorney

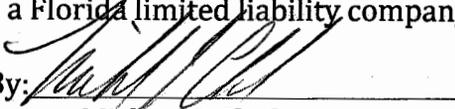
As to Terms and Conditions

By:   
Tony Brown,  
CRA Executive Director

Date: 11/10/2010

**VIKING DEVELOPERS, LLC**

a Florida limited liability company

By:   
Michael J. Clark  
Vice President

**RESOLUTION NO. 154-13**

MOTION TO APPROVE FAILED

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ESTABLISHING A SENIOR ROOF ASSISTANCE PROGRAM; PROVIDING FOR ELIGIBILITY REQUIREMENTS; PROVIDING FOR A FUNDING SOURCE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, many senior citizens have fixed incomes, making it difficult to afford roof maintenance and repair; and

**WHEREAS**, per the request of City Council, staff has developed the Senior Roof Assistance Program to help alleviate this burden on eligible senior residents of Riviera Beach, attached as "Exhibit A"; and

**WHEREAS**, the City Council desires to allocate \$200,000 from the Housing Trust Fund in order to implement the Senior Roof Assistance Program; and

**WHEREAS**, the City Council finds that the Senior Roof Assistance Program will assist in improving the health and welfare of the residents of 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.** The Senior Roof Assistance Program, attached hereto as "Exhibit A" is hereby approved in its entirety.

**SECTION 2.** The Director of Finance and Administrative Services is hereby authorized to disburse \$200,000 from the Housing Trust Fund towards activities pursuant with the Senior Roof Assistance Program.

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

**PASSED and APPROVED this 20TH day of NOVEMBER , 2013.**

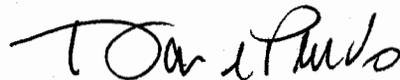
APPROVED:

  
\_\_\_\_\_  
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

\_\_\_\_\_  
ABSENT  
JUDY L. DAVIS  
COUNCILPERSON

  
\_\_\_\_\_  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

C. THOMAS NAY

D. PARDO NAY

B. GUYTON NAY

J. DAVIS ABSENT

T. DAVIS NAY

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: \_\_\_\_\_

**RESOLUTION NO. 155-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROPRIATING FUND BALANCE IN THE HOUSING TRUST FUND IN THE AMOUNT OF \$100,000.00 FOR DEMOLITION OF STRUCTURES DEEMED TO BE UNSAFE WITHIN THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, from time to time structures are deemed to be unsafe within the City, in accordance with City Code of Ordinances, Section 22-35, entitled, "Abatement of unsafe buildings"; and

**WHEREAS**, it is in the best interest of the City to demolish unsafe buildings to help promote and secure the health, safety and welfare of our residents; and

**WHEREAS**, unappropriated funds currently exist within the City's housing trust fund; and

**WHEREAS**, the City Council wishes to appropriate \$100,000.00 from the housing trust fund to pay for costs associated with the demolition of unsafe structures throughout the City.

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

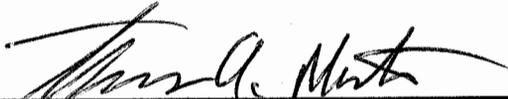
**SECTION 1.** The City Council approves the appropriation of \$100,000.00 from the housing trust fund for demolition of unsafe structures, in order to further promote and secure the health, safety and welfare of the City's residents.

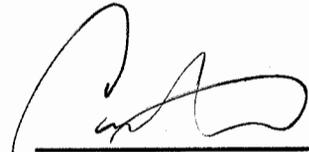
**SECTION 2.** The City Council authorizes the Director of Finance and Administrative Services to disburse funds accordingly, for the demolition of unsafe buildings.

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

**PASSED and APPROVED this 20TH day of NOVEMBER, 20    .**

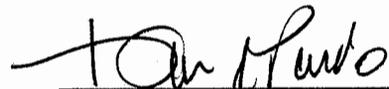
APPROVED:

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

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

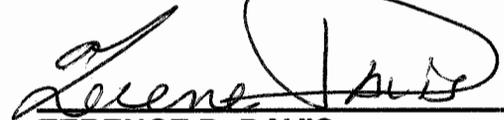
ATTEST:

  
\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

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

\_\_\_\_\_  
ABSENT  
JUDY L. DAVIS  
COUNCILPERSON

  
\_\_\_\_\_  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

C. THOMAS AYE

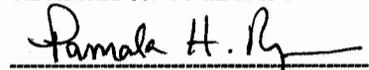
D. PARDO AYE

B. GUYTON AYE

J. DAVIS ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 11/20/13

**RESOLUTION NO. 157-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE OCEAN MALL GROUND LEASE-RETAIL WHICH INCLUDES A PAYMENT TO THE CITY OF \$150,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SECOND AMENDMENT; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO DEPOSIT THE \$150,000 IN ACCOUNT NUMBER 001-1236-572-0-4603 FOR EXPENDITURES TO REPLACE OR REPAIR EQUIPMENT NEEDED AT THE MUNICIPAL BEACH; 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, as Tenant ("OMRD"); 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 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**, on or about May 15, 2013, the parties entered into the First Amendment to Ground Lease – Retail (the "First Amendment") to facilitate further extension to complete the Phase I construction required of the Tenant by the DDA to May 31, 2014, and further requiring the Tenant to pay an additional \$250,000; and

**WHEREAS**, the First Amendment provides that in the event that Phase I is not completed by May 31, 2014, the Lease will automatically terminate and the Premises

**RESOLUTION NO. 157-13**

**PAGE 2**

will be surrendered to the City, except in the instance that failure to complete Phase I is based upon "Unavoidable Delay" as defined in Section 35(o) of the Lease; and

**WHEREAS**, the City Council authorized the assignment of the Ocean Mall Ground Lease-Retail to TJAC Singer Island, LLC, in August 2013; and

**WHEREAS**, GSF Florida Retail LLC and TJAC Singer Island, LLC, are requesting the City enter into a Second Amendment to amend Section 25(d) and Section 36 of the Lease to provide the Leasehold Mortgagee the right to enter into a new lease with the City upon the termination of the Lease with Tenant, pursuant to Section 36 or other Event of Default, as defined in Article 14 of the Lease, and further requiring Leasehold Mortgagee to pay \$150,000 for an additional extension to complete Phase I by November 30, 2014, with additional amounts of \$41,666.00 per month to be paid for every month thereafter that Phase I is not completed (not to exceed 12 months).

**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 Second Amendment to the Ocean Mall Ground Lease-Retail is hereby approved; said Amendment is attached hereto.

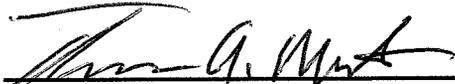
**SECTION 2.** That the Mayor and City Clerk are authorized to execute the Second Amendment on behalf of the City.

**SECTION 3.** That the Director of Finance and Administrative Services is authorized to deposit the \$150,000 in account #001-1236-572-0-4603 for expenditures to replace and/or repair equipment and structures at the municipal beach park.

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

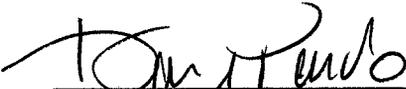
**PASSED and APPROVED** this 20TH day of November, 2013.

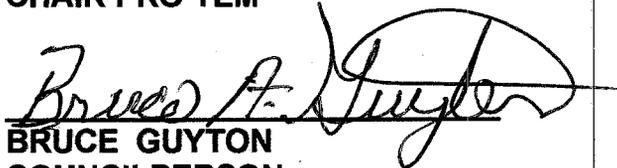
APPROVED:

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

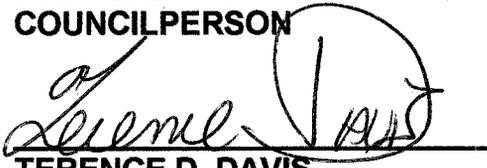
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

  
\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

  
\_\_\_\_\_  
BRUCE GUYTON  
COUNCILPERSON

\_\_\_\_\_  
ABSENT  
JUDY L. DAVIS  
COUNCILPERSON

  
\_\_\_\_\_  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

C. THOMAS AYE

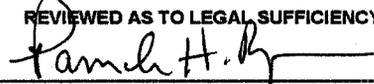
D. PARDO AYE

B. GUYTON AYE

J. DAVIS ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 11/20/13

PHR: 10.30.2013

**SECOND AMENDMENT TO GROUND LEASE – RETAIL  
OCEAN MALL**

This Second Amendment to Ground Lease – Retail (“Second Amendment”) is made and entered into as of November 20, 2013, by and between the **CITY OF RIVIERA BEACH**, a municipal corporation existing under the laws of the State of Florida (the “City”), and **GSF FLORIDA RETAIL LLC**, a Delaware limited liability company (the “Tenant”).

**WITNESSETH:**

**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, as Tenant (“OMRD”); 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 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**, on or about May 15, 2013, the parties entered into the First Amendment to Ground Lease – Retail (the “First Amendment”) to facilitate further extension to complete the Phase I construction required of the Tenant by the DDA to May 31, 2014; and

**WHEREAS**, the First Amendment provides that in the event that Phase I is not completed by May 31, 2014, the Lease will automatically terminate and the Premises will be surrendered to the City, except in the instance that failure to complete Phase I is based upon “Unavoidable Delay” as defined in Section 35(o) of the Lease; and

**WHEREAS**, the parties hereby agree to enter into this Second Amendment to: (a) extend the Phase I Completion Date from May 31, 2014 to November 30, 2014 and to provide the Tenant with up to an additional 12 monthly extensions beyond November 30, 2014 to effectuate the Phase I completion; (b) to amend Section 25(d) and Section 36 of the Lease (which was added in the First Amendment) to provide the Leasehold Mortgagee the right to enter into a new lease with the City upon the termination of the Lease with Tenant, pursuant to Section 36 or

other Event of Default, as defined in Article 14 of the Lease; and (c) to provide the Leasehold Mortgagee with eighteen (18) months after the Leasehold Mortgagee or its designee becomes the "Tenant" to complete construction of the Phase I Development.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the City and Tenant agree as follows:

**Section 1.** That section 25(d) of Article 25 of the Lease, entitled "LEASEHOLD MORTGAGE" is hereby amended as follows:

(d) New Lease. In the event of the rejection or disaffirmance of this Lease pursuant to bankruptcy law or other law affecting creditors' rights, if requested by any Leasehold Mortgagee in writing within thirty (30) days of such rejection or disaffirmance, ~~Landlord shall~~ or if this Lease terminates for any reason (except with Leasehold Mortgagee's consent), Landlord shall promptly give Leasehold Mortgagee written notice stating that the Lease has terminated, and describing in reasonable detail any uncured Event(s) of Default (a "Landlord's Lease Termination Notice"). By giving notice to Landlord on or before thirty (30) days after Leasehold Mortgagee receives Landlord's Lease Termination Notice, Leasehold Mortgagee may require Landlord to promptly enter into a new lease of the Leased Premises with the Leasehold Mortgagee or its designee, as new tenant. Such new lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection or disaffirmance, and upon all the terms and provisions contained in the Lease. Such written request by any Leasehold Mortgagee shall be accompanied by a copy of such proposed new lease, duly executed, and acknowledged by the proposed new ~~assignee~~ tenant, and the Leasehold Mortgagee shall have cured (or caused to be cured) all defaults under this Lease which are susceptible to being cured by the Leasehold Mortgagee and paid to Landlord all reasonable costs and expenses including ~~and~~ reasonable attorney's fees incurred by Landlord in connection with the Events of Default upon which the termination was premised, termination of the Lease with Tenant, recovery of the Premises, and the preparation, execution and delivery of the replacement new lease, as applicable. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Lease Premises as the Lease. The provisions of this Section shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by Landlord, Tenant and the Leasehold Mortgagee. The new lease shall be on the same terms and conditions as this Lease and shall have the same priority as this Lease. Landlord's obligation to enter into the new lease shall be conditioned upon the following: (i) the Leasehold Mortgagee shall have cured all monetary defaults and commenced, and diligently prosecuted, the cure of all reasonably curable non-monetary defaults; and (ii) the Leasehold Mortgagee shall reimburse Landlord for all reasonable costs and expenses incurred in reviewing the new lease.

**Section 2.** That the following new section 25(j) to Article 25 of the Lease, entitled "LEASEHOLD MORTGAGE" is hereby added to the Lease immediately after existing section 25(i):

(j) Requirement to Complete Phase I Development. If the Leasehold Mortgagee or its designee becomes the "Tenant" under this Lease or under a new lease (as contemplated by

Section 25(d) above), then the Phase I Completion Date (defined below) shall be extended to the date that is eighteen (18) months after the effective date that the Leasehold Mortgagee or its designee actually becomes the "Tenant" under the new lease.

**Section 3.** That Article 36 of the Lease, entitled "FINAL EXTENSION AND PAYMENT" is hereby amended as follows:

36. FINAL EXTENSION AND PAYMENT

By payment of \$150,000.00 to the City simultaneously with the execution and delivery of this Second Amendment to Ground Lease, to the City \$250,000 on or before May 31, 2013; Tenant will be granted an additional extension to complete the Phase I Development as defined by the DDA ("Phase I") for a period of one year to November 30, 2014 ("Initial Phase I Completion Date"). Further, the Tenant shall be granted additional monthly extensions to complete Phase I by payment of \$41,666.666 for each month after November 30, 2014, that Tenant does not complete Phase I, not to exceed twelve (12) months (the "Phase I Completion Date Extensions"). The extension fee payments required for each of the Phase I Completion Date Extensions, if utilized by the Tenant, shall be paid to the City (as Additional Rent) beginning December 1, 2014, and shall be paid on the 1<sup>st</sup> of every month thereafter, as needed. (The Initial Phase I Completion Date and any applicable Phase I Completion Date Extensions shall be collectively referred to as the "Phase I Completion Date"). Tenant shall complete Phase I on or before ~~May 31, 2014~~ the Phase I Completion Date. ~~In the event the \$250,000.00 is not paid timely, the Lease shall be immediately extinguished and the property shall be surrendered to the City. In the event Phase I is not completed, as evidenced by a certificate of occupancy issued on Phase I, by May 31, 2014~~ the Phase I Completion Date, the Lease shall automatically terminate and the property shall be surrendered to the City the City shall promptly give the Leasehold Mortgagee notice of such termination, in accordance with Section 25(d). Leasehold Mortgagee shall have the right to enter into a new lease with the City in accordance with Section 25(d).

Tenant shall be granted a further extension to complete Phase I beyond ~~May 31, 2014~~ the Phase I Completion Date, only if the cause of the failure to complete Phase I is based upon an "Unavoidable Delay" as defined in Section 35(o) of the Lease. In the event any delay in the completion of the Phase I Development, as defined by the DDA, beyond ~~May 31, 2014~~ the Phase I Completion Date, is caused by an "Unavoidable Delay" as defined in Section 35(o) of the Lease, Tenant shall be given additional time to complete Phase I, provided that Tenant shall diligently pursue completion of Phase I. In the event Tenant shall not diligently pursue completion of Phase I Development, as defined by the DDA, after the Unavoidable Delay has ceased to exist, the extension of time given to complete Phase I as a result of an Unavoidable Delay shall cease, and upon notice by the City, the Lease shall immediately terminate, and the Tenant shall surrender the property to the City without any Notice of Default or cure periods required.

**Section 4.** The City and Tenant confirm and acknowledge that the Phase I work remaining to be performed is the construction of an approximately 6,900 square foot building for retail space, as may be modified by written agreement by Tenant and the City. Completion will be evidenced

by Certificate of Completion for the building and specifically will not include any tenant improvement work. The City and Tenant further confirm and acknowledge completion by Tenant of all items on the List of Deficiencies attached to the First Amendment, with the exception of Item 14 of the Building Issues and Item 8 of the Landscaping and Irrigation Issues which are to be completed in connection with Phase I.

**Section 5.** In all other respects, the remainder of the Lease and the First Amendment shall remain in full force and effect, and the parties agree to perform all duties and obligations as set forth therein. In the event there is a conflict between the Lease, the First Amendment and this Second Amendment, this Second Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

**SECOND AMENDMENT TO GROUND LEASE – RETAIL  
OCEAN MALL**

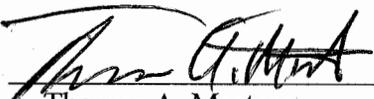
**IN WITNESS WHEREOF**, the Parties unto this Second Amendment have set their hands and seals on the day and date first written above.

LANDLORD

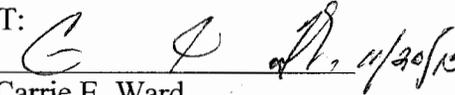
TENANT

CITY OF RIVIERA BEACH

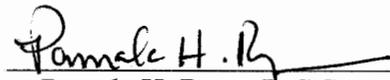
GSF FLORIDA RETAIL LLC, a  
Delaware limited liability company

BY:   
Thomas A. Masters  
Mayor

BY:   
Name: JULIAN WELDON  
Title: SECRETARY

ATTEST:  
BY:  11/20/19  
Carrie E. Ward  
City Clerk, MMC

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

RESOLUTION NO. 158 13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY CLERK TO NOTICE AND PREPARE FOR A SPECIAL MUNICIPAL ELECTION TO BE HELD TUESDAY, MARCH 11, 2014; ELECTION SHALL BE HELD WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY BETWEEN THE HOURS OF 7:00 AM UNTIL 7:00 PM TO VOTE ON REFERENDUM QUESTION(S). FURTHER AUTHORIZING THE CITY CLERK TO DESIGNATE VOTING LOCATIONS; TO APPOINT AND SCHEDULE TRAINING FOR THE CITY'S ELECTION STAFF; TO APPOINT THE CITY OF RIVIERA BEACH CANVASSING BOARD; AND IS HEREBY ASSIGNED ALL APPURTENANT DUTIES THERETO AS AUTHORIZED BY THE CITY'S CHARTER AND ORDINANCE; FURTHER AUTHORIZING AND APPROVING THE AGREEMENT BETWEEN THE CITY AND THE SOE OFFICE TO PROVIDE FOR THE USE OF VOTING EQUIPMENT; PROVIDE FOR THE CITY'S OFFICIAL BALLOT, ABSENTEE BALLOT, AND PROVISIONAL BALLOT IN SUCH ELECTIONS, AND OTHER RELATED AGREED UPON SERVICES; DECLARING A DATE AND A TIME FOR THE CONVENING OF THE CITY'S CANVASSING BOARD AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Riviera Beach Charter and the Code of Ordinances provides for Elections to be held on the second Tuesday in March for the electorates to fill the vacant seats at such time; and

**WHEREAS**, the City Charter provides for Special Elections to be held in accordance with applicable laws.

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

**SECTION 1.** That a Special Municipal Election shall be held and is hereby ordered to be held in the City of Riviera Beach, Palm Beach County, Florida, between the hours of 7:00 AM until 7:00 PM on the 11<sup>th</sup> day of March, 2014 for the purpose of voting on Referendum question(s) as provided by law.

**SECTION 2.** The City Clerk is hereby authorized to designate polling locations within the municipal boundaries in accordance with applicable laws and state guidelines.

**SECTION 3.** The City Clerk is hereby authorized to coordinate and appoint sufficient staff to facilitate the 17 precincts within the municipal boundaries; schedule training for the election staff and establish a pay scale applicable to the duties and responsibilities of the Election staff.

**SECTION 5.** On behalf of the City, The City Clerk is authorized to enter into agreements with various property owners/managers to establish polling locations for all Municipal Elections.

**SECTION 6.** The City Clerk is authorized to coordinate with Palm Beach County's Supervisor of Elections for use of the voting equipment and processing of absentee ballots for said Elections.

**SECTION 7.** The City Council hereby authorizes the Palm Beach County Supervisor of Elections to provide for voting equipment to accommodate a successful election; and in conjunction with the manufacturers of the new voting equipment, train the Poll workers appointed by the City Clerk to facilitate the designated precincts within the municipal boundaries. If Run-off Elections become necessary, the City Clerk is hereby authorized to proceed as scheduled.

**SECTION 8.** Immediately after closing of the polls on the day of said Election, the clerks of each precinct shall certify the returns thereof to the City Clerk at the Municipal Complex. The City Clerk of the City of Riviera Beach shall deliver to the Palm Beach County Supervisor of Elections returns for official results.

**SECTION 9.** Pursuant to section 5-11 of the City's Charter- the City Clerk, Deputy City Clerk and one councilperson appointed by the Clerk, shall serve as the City's canvassing board. Additionally, the City Clerk hereby appointed the SOE as an additional member to the board for certain agreed upon services.

**SECTION 10.** The City Clerk is hereby authorized to call the City's Canvassing Board to convene to accept the certified results of the March 11, 2014, Special Municipal Election; and announces the convening of its meeting for Wednesday, March 12, 2014 at 6:00 pm at the Municipal Complex, providing Run-off Election is not necessary to complete the process. If Run-off Elections be necessary, the Canvassing Board shall convene its meeting at 6:00 pm on Wednesday, March 26, 2014.

**SECTION 11.** This resolution shall take effect immediately upon its approval.

**PASSED AND APPROVED** this 20TH day of November, 2013.

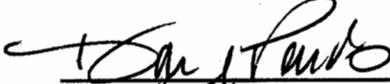
APPROVED:

  
\_\_\_\_\_  
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

*Absent*  
\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

  
\_\_\_\_\_  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

B. GUYTON AYE

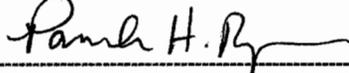
J. DAVIS ABSENT

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/20/13

AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES  
BY AND BETWEEN  
THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS  
AND THE CITY OF RIVIERA BEACH

2013 JAN 16 PM 1:17  
PALM BEACH COUNTY, FL

THIS AGREEMENT, is made and entered into this day 20th of November, 2013, effective January 1, 2014, by and between the Palm Beach County Supervisor of Elections, an elected county officer pursuant to Article VIII, Sec.1(d) of the *Florida Constitution*, hereinafter referred to as the "SOE", and the City of Riviera Beach, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Chapters 97 to 106, *Florida Statutes*, constitute the Florida Election Code (the "Code") which applies to municipalities where expressly so stated; and

WHEREAS, Sec 100.3605, *Florida Statutes*, states that "[T]he Florida Election Code, chapters 97-106 shall govern the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance provision"; and

WHEREAS, the Municipality and the SOE desire to work together to provide for municipal elections and to allocate certain responsibilities and expenses between the two parties to ensure that the provisions of the Code are followed during municipal elections; and

WHEREAS, the SOE and the Municipality wish to enter into this Agreement to set out the terms of this coordinated program.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Municipality, its constituents and the SOE, it is agreed as follows:

1. **PURPOSE:**

The purpose of this Agreement is to set forth the terms and conditions under which services will be provided by the SOE and staff to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the General, Run-Off, Special and Recount elections as necessary as well as the Post Election Audit, unless otherwise stated herein below.

2. **DATE OF GENERAL MUNICIPAL ELECTION:**

The date of City of Riviera Beach <sup>Special</sup> General Municipal election is March 11, 2014. It is hereby acknowledged and agreed that if the date listed is the same as most other municipalities in March or November, there will be a cost sharing among municipalities for costs incurred by the SOE. Such costs shall be allocated on a pro-rata share basis; otherwise,

it is hereby acknowledged and agreed upon by the municipality that it is responsible for all costs of the election, incurred by the office of the SOE.

**3. FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY:**

The SOE hereby agrees not to charge Municipalities for taxpayer purchased equipment and supplies; (i.e. voting machines, tables, chairs, etc.) and associated maintenance and contract fees related to such equipment in return for which the Municipality hereby agrees not to charge the SOE for polling places within its dominion and control. Examples of municipal elections charges related to certain services performed by the SOE to be passed through to the Municipality on a shared pro rata basis for all municipalities holding elections on a general election day (i.e. 2<sup>nd</sup> Tuesday in March or November) are attached hereto as Exhibit A. All items to be paid or reimbursed to the SOE will be paid by the Municipality within thirty (30) days of receipt of an invoice from the SOE with documentation verifying the charges.

Examples of total costs to small, medium and large municipalities are attached hereto as Exhibit B.

**4. RESPONSIBILITIES OF BOTH THE MUNICIPALITY AND THE SOE FOR MUNICIPAL ELECTIONS:**

**A. Notice and Advertisement**

**1) Municipality**

(a) Properly call and advertise the election according to statutes and charter at its own expense.

(b) Issue a resolution or ordinance to the SOE requesting that the Supervisor of Elections conduct the municipality's election and act as a member of the Municipality's Canvassing Board, which may or may not include the SOE.

(c) Certify that the registered voter information provided by the SOE to the municipality

(i) Reflects the proper boundaries of the city and notify the SOE of any changes.

**2) SOE**

(a) Publish legal notices for Logic & Accuracy testing, absentee ballot canvass, Post Election Audit and news releases on book closing.

**B. Qualifying Candidates**

**1) Municipality**

(a) Provide qualifying packets to candidates and accept and process all qualifying papers and fees.

(b) Collect Name and Pronunciation Guides from the candidates at the time of qualifying and submit to SOE.

(c) Respond to all candidate inquiries and questions.

(d) Respond to all legal inquiries and questions.

(e) Respond to all media inquiries.

2) SOE

- (a) Verify signatures on any qualifying petitions submitted by candidates and notify the Municipality of such results upon the close of the candidate qualifying deadline.

**C. Ballots**

1) Municipality

- (a) Review, amend (if necessary) and approve ballot proof prepared by SOE.
- (b) Place an order with the SOE for a sufficient quantity of ballots as applicable.
- (c) Pay ballot design costs to the SOE as incurred.
- (d) **Pay the ballot printer directly for the cost of said ballots.**
- (e) Reimburse the SOE for costs incurred for translation and audio recording of ballot.
- (f) Reimburse SOE for preparation of Absentee Ballot, Edge layout and Sample Ballot.

2) SOE

- (a) Layout, check, proof and deliver ballot layout to the printer.
- (b) Receive, securely store and account for all ballots until disbursed to polling places.
- (c) Contract to have audio recorded for Touch Screen ballot.
- (d) Control all access to unvoted ballots while in the possession of the SOE.

**D. Equipment Testing**

1) Municipality

- (a) Provide that a representative will be present during the Logic and Accuracy testing as noticed by SOE.

2) SOE

- (a) Develop a unique test script and manually mark ballots to be used in public Logic & Accuracy test.
- (b) Conduct public Logic & Accuracy test.

**E. Early Voting – Optional**

1) Municipality

- (a) Reimburse the SOE for staff overtime hours due to weekend and/or evening hours for Early Voting.
- (b) Pay SOE for Early Voting supplies.
- (c) Contract with, schedule and pay poll workers directly.
- (d) Deliver voted ballots to SOE daily at a location designated by SOE.
- (e) Designate Early Voting sites thirty (30) days prior to each Election and notify SOE in writing of locations.

2) SOE

- (a) Prepare and provide all supplies needed for each Early Voting site.

- (b) Provide the Municipality with a list of poll workers.
- (c) Train poll workers.
- (d) Provide staffing to accept voted ballots daily at a location designated by SOE.

**F. Absentee Voting**

**1) Municipality**

- (a) Reimburse SOE for all postage costs incurred at the current postal rate.
- (b) Pay SOE for materials and handling of each absentee ballot.
- (c) Pay SOE \$.10 per absentee ballot for verifying signatures on returned voted ballot certificates.
- (d) Refer all requests for absentee ballots to SOE.

**2) SOE**

- (a) Determine eligibility and compile Absentee Ballot file.
- (b) Accept all requests for Absentee Ballots by telephone, mail or in person.
- (c) Prepare and mail Absentee Ballots.
- (d) Deliver Absentee Ballots to the Post Office.
- (e) Receive voted Absentee Ballots.
- (f) Verify signatures on returned voted Absentee Ballot certificates.
- (g) Prepare and open Absentee Ballots for tabulation.
- (h) Account for all Absentee Ballots.
- (i) Notify Absentee Ballot voter and provisional voters of the disposition of the Canvassing Board as required by law.
- (j) Record Absentee Ballot returns to voter history.
- (k) Conduct public testing of Logic and Accuracy for Absentee Ballot tabulating equipment.
- (l) Provide qualified staff to operate tabulation equipment to count Absentee Ballots.

**G. Polling Places**

**1) Municipality**

- (a) Arrange for the use of an adequate number of polling places.
- (b) Confirm polling place accessibility and ADA compliance.
- (c) Notify SOE in writing thirty (30) days prior to election of the need for tables and chairs if necessary.
- (d) Notify SOE of polling locations to be used no later than noon the Friday after the municipal candidate qualifying deadline.
- (e) Notify the SOE not less than 30 days prior to the election that a polling place will be moved to another site.
- (f) Notify voters, as required by law, if their regular polling place is to be temporarily relocated.

**2) SOE**

- (a) Provide the Municipality with a list of polling places and SOE contract.
- (b) Provide tables and chairs upon written notice from the Municipality when required.
- (c) Provide polling place supplies, i.e. signs, cones, etc.

- (d) Notify voters and the Municipality of permanent polling place change(s).

## **H. Precinct Supplies**

### **1) Municipality**

- (a) Pay SOE for precinct supplies provided.
- (b) Provide a secure place for precinct clerks to return supplies and voted ballots on election night.
- (c) Pay SOE for the production of Precinct Registers or for programming electronic poll books.
- (d) Pay directly to the SOE's contracted moving company to have voting equipment delivered and picked up from polling place no later than the day before the election and returned after the election.

### **2) SOE**

- (a) Provide Precinct Registers or electronic poll books for each polling place location.
- (b) Provide Master CD compilation of registered voters for precinct advisors or provide up to date electronic poll books.
- (c) Provide certification of registered voters after book closing.
- (d) Prepare equipment, cabinets and routing of voting equipment delivery.
- (e) Provide laptop computer at each polling place or electronic poll books.
- (f) Provide CD of voter file database for each polling place or up to date electronic poll books.
- (g) Provide poll worker Clerks with cell phones.
- (h) Provide Provisional Ballot envelopes and affidavit forms for each polling place.
- (i) Provide secrecy sleeves in a number and amount appropriate for each polling place.

## **I. Poll Workers**

### **1) Municipality**

- (a) Contact, contract with and pay poll workers directly (using only poll workers who are currently on the SOE list, or individuals who have successfully completed required training).
- (b) Schedule and notify poll workers of training classes.
- (c) Reimburse SOE for expenses incurred for delivery and pick up of equipment to training locations.
- (d) Reimburse SOE for expenses incurred in printing training material.
- (e) Reimburse SOE for expenses incurred for trainers to train poll workers.
- (f) Reimburse SOE for expenses incurred for contracted training locations.

### **2) SOE**

- (a) Provide the Municipality with a list of current poll workers.
- (b) Develop poll worker training schedule.
- (c) Plan and contract for training classes and locations.
- (d) Contract with and pay trainers to train poll workers.
- (e) Provide printed training materials for poll workers.

**J. Election Day Support**

**1) Municipality**

- (a) Verify that all polling places are available to poll workers no later than 6:00 a.m. and open for voting promptly at 7:00 a.m. on Election Day.
- (b) Ensure that all polling places remain open until 7:00 p.m. or until all voters who are in line to vote at 7:00 p.m. have completed voting.
- (c) Reimburse SOE for all phone bank costs.

**2) SOE**

- (a) Assist in finding poll worker replacements if needed.
- (b) Provide technical support personnel as needed.
- (c) Provide phone bank support to respond to poll workers and voters on Election Day.

**K. Ballot Tabulation/Counting of Election Results**

**1) Municipality**

- (a) Deliver all voted ballots and other necessary election related items to a place designated by the SOE after the polling places have closed on Election Day.
- (b) Deliver all voting machine cartridges to a place designated by the SOE after the polling places have closed on Election Day.
- (c) Reimburse the SOE for any staff overtime and other expenses in relation to the tabulation and processing of ballots on Election Day.
- (d) Act as member of Canvassing Board.

**2) SOE**

- (a) Provide technical staff and required equipment to administer tabulation and election results.
- (b) Assist and act, or appoint a designee to assist and act on the SOE's behalf, as a member of the Municipality's Canvassing Board if desired by the municipality or act as a member of the County Canvassing Board if it canvasses the municipality's election, if allowed by law.
- (c) Post election results on SOE WEB site and provide the same to Channel 20.
- (d) Provide the Municipal Clerk with unofficial election results upon conclusion of tabulation and canvassing of ballots cast on Election Day.

**L. Post Election Day**

**1) Municipality**

**2) SOE**

- (a) Provide the Municipal Clerk with an official certification of election results if allowed by law.
- (b) Store all necessary election records and ballots until the expiration of retention period prescribed by statutes.
- (c) Process polling place affirmation forms.

- (d) Sort, inventory, pack and store all election materials for retention and disposition.
- (e) Notify voters of the disposition of their Absentee or Provisional Ballots after the determination by the Canvassing Board, as required by law.
- (f) Respond to public records requests regarding records kept on behalf of the Municipality.
- (g) Record voting history for each voter who voted on Election Day.

**M. Audit**

**1) Municipality**

- (a) Provide that the Municipal Clerk will be responsible for the administration of the audit.
- (b) Reimburse SOE for any staff time or other related expenses as may result from conducting the manual audit.

**2) SOE**

- (a) Organize precinct information to allow the Municipal Clerk to randomly select the race and precinct(s) that shall be audited.
- (b) Organize and prepare ballots for manual audit.
- (c) Provide SOE staff to conduct manual audit.
- (d) Ascertain and publically post manual audit result to SOE WEB site.

**N. Recount**

**1) Municipality**

- (a) Provide that the Municipal Clerk will be responsible for the administration of the Recount, with support and guidance from the SOE.
- (b) Act as a member of the Canvassing Board.
- (c) Notify the candidates of the time and date of the Recount.
- (d) Post public notice(s) of the Recount with the time and location.
- (e) Cause to have the Recount recorded and minutes kept and approved by the Canvassing Board.
- (f) Review with the Canvassing Board and the counting teams the statutes and rules of the Division of Elections, specifically Rule 1S-2.031. Recount Procedures; and Rule 1S- 2.027. Standards for Determining Voter's Choice on a Ballot.
- (g) Reimburse the SOE for all staff salaries/overtime, facility and other expenses required to conduct the Recount.

**2) SOE**

- (a) Post public notice(s) of the Recount with the time and location.
- (b) Test tabulating equipment as required by Sec. 101.5612, Florida Statutes.
- (c) Provide counting teams for examining out stacked ballots.
- (d) Prepare and organize ballots for Recount processing.
- (e) Tabulate ballots and provide professional staff for equipment operations.
- (f) Provide official certification as determined by the Canvassing Board.

**5. INDEMNITY:**

Each party to this agreement shall be liable for its own actions and negligence. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless SOE against any actions, claims or damages arising out of the Municipality's negligence in connection with performance under this Agreement; and the SOE shall indemnify, defend and hold harmless the Municipality against any actions, claims or damages arising out of the negligence of SOE in connection with its performance under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes*. In no case shall such limits for the Municipality extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions. In the event of litigation, trial or appellate, between the Municipality and the SOE relating to a municipal election governed by this Agreement, or otherwise in connection with the interpretation or application of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Notwithstanding the above, the municipality shall defend legal challenges relating to its municipal election and shall be fully responsible for all legal costs including attorneys' fees for such defense of the Municipality and the SOE. The municipality shall be responsible for damages, if any, assessed by virtue of such lawsuit, up to the monetary limits provided for hereinabove without recourse to the SOE.

6. In the event of a Special Election, the municipality shall receive the approval of the Supervisor of Elections for the actual election date no later than 90 days prior to a Special Election unless otherwise provided in law. The expense of any Special Election shall include all actual costs incurred by the Supervisor of Elections, including hourly and salaried staff costs and other related election expenses as documented.

**7. TERM:**

This Agreement shall begin on the effective date January 1, 2014 and continue for a term of one year in order to cover Special Elections, if any, and may be modified by mutual agreement of the parties. Any proposed changes to this Agreement shall be provided to the municipalities no later than August 1 of the applicable year, or as soon as practicable.

**8. CHANGE IN LAW:**

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

**9. NOTICES:**

All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by facsimile, registered mail, or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

<u>For the SOE:</u>	<u>For the Municipality:</u>
Supervisor of Elections 240 S. Military Trail West Palm Beach, Florida 33415 Attention: Susan Bucher	City of Riviera Beach 600 W Blue Heron Blvd #140 Riviera Beach, FL 33404 Attention: Carrie E. Ward, MMC

**10. SEVERABILITY:**

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

**11.** By signing this contract, you and your municipality approve the contract as a form of legal sufficiency and certify that this contract has met all of the legal requirements of your Municipal Charter and all other related laws.

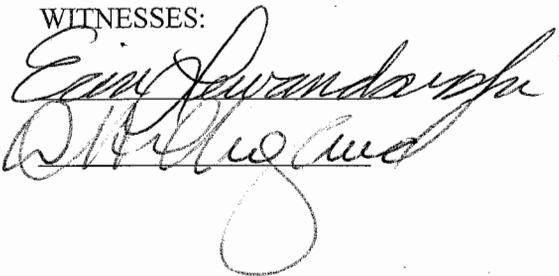
**12. NO MODIFICATION EXCEPT IN WRITING:**

This is the complete and final agreement between the parties. No representations other than those set forth herein shall be binding upon the parties. No modification of this agreement shall be effective unless submitted in writing and signed by both parties, or their duly authorized representatives.

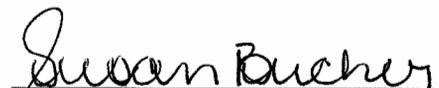
**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement effective January 1, 2014.

As to the SOE:

WITNESSES:



SUPERVISOR OF ELECTIONS  
PALM BEACH COUNTY

  
Susan Bucher

Date: 1/15/14

As to the MUNICIPALITY:

ATTEST:

  
CARRIE E. WARD, MMC  
CITY CLERK

CITY OF RIVIERA BEACH, FL

  
THOMAS A. MASTERS  
MAYOR

(Affix Municipal Seal)

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

EXHIBIT A

PALM BEACH COUNTY SUPERVISOR OF ELECTIONS  
Municipal Elections Charges

ORIGINAL UNIFORM ELECTION CHARGES - 2009 \*

MUNICIPALITY	MUNICIPAL PACKAGE	ABSENTEE BALLOTS # ballots @3.75	PRECINCTS # precincts @ \$155	TOTAL COST
HAVERHILL	\$2,338	40 \$150	4 \$620	\$3,108
RIVIERA BEACH	\$2,338	1,209 \$4,534	17 \$2,635	\$9,507
BOCA RATON	\$2,338	3,304 \$12,390	47 \$7,285	\$22,013

UNIFORM ELECTION CHARGES - 2012/2013 \*

MUNICIPALITY	MUNICIPAL PACKAGE	ABSENTEE BALLOTS # ballots @4.72	PRECINCTS # precincts @ \$159.40	TOTAL COST AND % CHANGE
HAVERHILL	\$2,407	40 \$189	4 \$638	\$3,234 4%
RIVIERA BEACH	\$2,407	1,209 \$5,706	17 \$2,710	\$10,824 14%
BOCA RATON	\$2,407	3,304 \$15,595	47 \$7,492	\$25,494 16%

\* Costs exclude expenses absorbed by municipalities i.e.; pollworker payroll, precinct rentals, precinct ballot printing, advertising and precinct security

EXHIBIT A

PALM BEACH COUNTY SUPERVISOR OF ELECTIONS  
Municipal Elections Charges

2014 Uniform Election Costs \*

MUNICIPALITY	MUNICIPAL PACKAGE	ABSENTEE BALLOTS # ballots @ 4.93	PRECINCTS # precincts @ \$152.52	TOTAL COST	% Difference Versus 2013 Uniform Cost
HAVERHILL	\$2,466	40 \$197	4 \$610	\$3,273	1%
RIVIERA BEACH	\$2,466	1,209 \$5,960	17 \$2,593	\$11,019	2%
BOCA RATON	\$2,466	3,304 \$16,289	47 \$7,168	\$25,923	2%

2014 One Municipal \*

MUNICIPALITY	MUNICIPAL PACKAGE	ABSENTEE BALLOTS # ballots @ 5.90	PRECINCTS # precincts @ \$157.87	TOTAL COST	% Difference Versus 2013 Uniform Cost
HAVERHILL	\$5,385	40 \$236	4 \$631	\$6,253	91%
RIVIERA BEACH	\$5,385	1,209 \$7,133	17 \$2,684	\$15,202	38%
BOCA RATON	\$5,385	3,304 \$19,494	47 \$7,420	\$32,299	25%

**EXHIBIT B**

**Palm Beach County Supervisor of Elections Office**

**Summary of Activity For Uniform Municipal Elections**

**January 2014**

	<u>Costs</u>	
<b><u>ABSENTEE BALLOTS</u></b>	<b><u>\$5.23</u></b>	<b>Cost per AB Ballot processed</b>
* AB set up Fee	\$0.04	
* On Call service -Pitney Bowes	\$0.24	
* Process Absentee Ballot Requests	2.59	
* Prepare and mail Absentee Ballots (machine use, staff time, voter file, postage), record/verify absentee ballot returns, prepare/opening of absentee ballots for tabulation	1.36	
* Provide absentee voting - prep and mailing	0.90	
* Notification to Absentee Ballot and provisional voters on the disposition of Canvassing Board	0.10	
<b><u>MUNICIPAL PACKAGE</u></b>	<b><u>2,466</u></b>	<b>Cost per Municipal</b>
* Arrange for translating, printing and recording of audio ballot	TBD	
* Provide polling place supplies – signs, cones, tables, chairs, etc.	25.00	
* Assist in finding poll worker replacements	46.63	
* Develop master CD compilation for precinct advisors or provide programmable electronic poll books	75.20	
* Provide certification of registered voters after book closing	60.84	
* Prepare Absentee Ballot, Edge layout and Sample Ballot	272.09	
* Publish legal notices for L&A testing, canvass and post elections and news releases on book closing, absentee ballots and other election related news	81.93	
* L&A test - development of a unique test script, manual ballot marking, pretesting for comparisons and pulling equipment for public tests	211.24	
* Election Day support (SOE staff and phone bank)	398.43	
* Election night support- incl OT (SOE staff, vote tabulation and vote certification)	638.11	
* Assist municipality with canvass of Absentee Ballots, schedule canvass and act as member of Canvassing Board	293.60	
* Post election results on WEB site and Channel 20	92.36	
* Interface with candidates, press, city staff, city attorneys regarding Election Law	157.37	
* Conduct mandatory audit post election	112.80	
<b><u>PRECINCT SERVICES</u></b>	<b><u>\$152.52</u></b>	<b>Cost per precinct</b>
* Provide Clerk Bags i.e. precinct registers or programmed electronic poll books, affidavits, supplies etc.	24.24	
* Delivery and Pick up of voting equipment to training locations	2.43	
* Prepare precinct scanners and ADA Touch screen equipment	19.55	
* Prepare equipment cabinets and routing of voter equipment	19.55	
* Copy of current poll workers	0.15	
* Create and retain voting history (post elections)	18.16	
* Plan training class locations/train pollworkers/provide printed training materials	58.44	
* Provide laptop computers for Precinct Advisors or programmed electronic poll books	5.83	
* Notification of provisional ballot outcome	3.52	
* Copy of current polling place contract	0.15	
* Provide CD of voter file database or programmed poll books for Precinct Advisors	0.50	