

**RESOLUTION  
NO. 23-13  
WAS OMITTED**

**RESOLUTION NO. 24-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DECLARING THE RESULTS OF THE MARCH 12, 2013 MUNICIPAL GENERAL ELECTION HELD WITHIN THE MUNICIPAL BOUNDARIES BETWEEN THE HOURS OF 7:00 AM AND 7:00 PM. REPORTING THE RESULTS OF THE PRECINCT SUMMARY VOTING SYSTEM POST ELECTION AUDIT OF PRECINCT NO. 7022 IN THE DISTRICT 5 RACE HELD, MARCH 18<sup>TH</sup> AT 10:00 AM; FURTHER NAMING THE RECIPIENTS IN THE MAYOR SEAT; CITY COUNCIL DISTRICT (1) SEAT; CITY COUNCIL DISTRICT (3) SEAT; AND CITY COUNCIL DISTRICT (5) SEAT RESPECTIVELY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on the 12<sup>TH</sup> day of March, 2013, the Municipal General Election was held in the City of Riviera Beach, Palm Beach County, Florida, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of electing qualified candidates as provided for by law in the Mayoral seat; City Council District One (1); City Council District Three (3); and City Council District Five (5); and

**WHEREAS**, the polling sites, precinct clerks, precinct inspectors and precinct police officers of said elections held on March 12, 2013 were duly appointed and supervised by the Riviera Beach Supervisor of Elections; and

**WHEREAS**, on March 12, 2013, the 21 precinct clerks escorted by the precinct police officers transported their returns to the Riviera Beach Supervisor of Elections at the municipal complex for examination and acceptance to report findings to be tabulated at the Palm Beach County's Supervisor of Elections warehouse located in Riviera Beach; and

**WHEREAS**, upon transport, the Palm Beach County's Supervisor of Elections found Elections returns delivered by the Riviera Beach Supervisor of Elections from the 21 precincts to be true and accurate tabulations of the actual votes cast to include provisional ballots; and immediately following verification of absentee ballots was completed.

**WHEREAS**, on the 18th day of March, the City Council district 5 was selected for audit purpose, precinct no: 7022, no inconsistency were found declaring an accurate audit; the Voting System Post Election Audit Report is attached.

**NOW THEREFORE BE IT RESOLVED**, upon final count of total votes cast to include canvassing of Absentee Ballots by the Riviera Beach Canvassing Board, the 2013 Riviera Beach Election is final.

**RESOLUTION NO. 24-13**  
**PAGE 2**

**SECTION 1: BE IT FURTHER RESOLVED**, based on the results of the official certified statement of votes received from Palm Beach County's Supervisor of Elections, I hereby certify the results as final to the Riviera Beach's Canvassing Board:

**SECTION 2** That the City Clerk is and she is hereby directed to deliver to each the Certificate of Elections and administer the Oath of Office in accordance with the City Charter and the laws of the State of Florida in their respective district:

**MAYOR**  
**THOMAS A. MASTERS**  
**1,946 VOTES**

**CITY COUNCILPERSON DISTRICT 1**  
**BRUCE A. GUYTON**  
**1,872 VOTES**

**CITY COUNCILPERSON DISTRICT 3**  
**CEDRICK A. THOMAS**  
**2,697 VOTES**

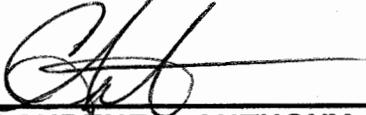
**CITY COUNCILPERSON DISTRICT 5**  
**TERENCE "TD" DAVIS**  
**1,951 VOTES**

**PASSED AND APPROVED THIS 20<sup>TH</sup> day of MARCH, 2013**

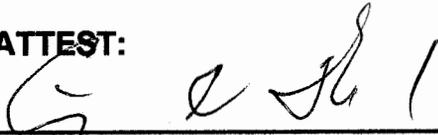
RESOLUTION NO. 24-13  
PAGE 3

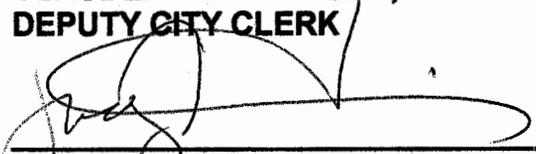
APPROVED:

**CITY OF RIVIERA BEACH CANVASSING BOARD 2013**

  
\_\_\_\_\_  
CLAUDENE L. ANTHONY, CMC  
DEPUTY CITY CLERK

ATTEST:

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

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

  
\_\_\_\_\_  
DAWN S. PARDO  
COUNCILPERSON

RESOLUTION NO. 24-13  
PAGE 4

MOTIONED BY: J. DAVIS

SECONDED BY: D. PARDO

C. ANTHONY AYE

J. DAVIS AYE

D. PARDO AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

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

Mayor - RIVIERA BEACH

		Registered	Ballots Cast	Turnout (%)	Billie Brooks	Shelby L. Lowe	Thomas Masters	Over Votes	Under Votes				
1356	TC-Absentee	1846	14	0.76	7	1	6						
1356	TC-Early Voting	1846	0	0.00									
1356	TC-Early Voting ADA	1846	0	0.00									
1356	TC-Precinct	1846	92	4.98	37	14	41						
1356	TC-Precinct ADA	1846	0	0.00									
1356	TC-Provisional	1846	1	0.05					1				
1358	TC-Absentee	0	0	0.00									
1358	TC-Early Voting	0	0	0.00									
1358	TC-Early Voting ADA	0	0	0.00									
1358	TC-Precinct	0	0	0.00									
1358	TC-Precinct ADA	0	0	0.00									
1358	TC-Provisional	0	0	0.00									
1364	TC-Absentee	359	7	1.95			7						
1364	TC-Early Voting	359	0	0.00									
1364	TC-Early Voting ADA	359	0	0.00									
1364	TC-Precinct	359	6	1.67			6						
1364	TC-Precinct ADA	359	0	0.00									
1364	TC-Provisional	359	0	0.00									
1368	TC-Absentee	3	0	0.00									
1368	TC-Early Voting	3	0	0.00									
1368	TC-Early Voting ADA	3	0	0.00									
1368	TC-Precinct	3	0	0.00									
1368	TC-Precinct ADA	3	0	0.00									
1368	TC-Provisional	3	0	0.00									
1384	TC-Absentee	1260	24	1.90	12	2	10						
1384	TC-Early Voting	1260	0	0.00									
1384	TC-Early Voting ADA	1260	0	0.00									
1384	TC-Precinct	1260	266	21.11	186	33	47						
1384	TC-Precinct ADA	1260	0	0.00									
1384	TC-Provisional	1260	0	0.00									
1386	TC-Absentee	2191	50	2.28	31	6	13						
1386	TC-Early Voting	2191	0	0.00									
1386	TC-Early Voting ADA	2191	0	0.00									
1386	TC-Precinct	2191	364	16.61	266	17	81						
1386	TC-Precinct ADA	2191	0	0.00									
1386	TC-Provisional	2191	3	0.14	3								
7004	TC-Absentee	0	0	0.00									
7004	TC-Early Voting	0	0	0.00									
7004	TC-Early Voting ADA	0	0	0.00									
7004	TC-Precinct	0	0	0.00									
7004	TC-Precinct ADA	0	0	0.00									
7004	TC-Provisional	0	0	0.00									
7014	TC-Absentee	0	0	0.00									
7014	TC-Early Voting	0	0	0.00									

Mayor - RIVIERA BEACH

		Registered	Ballots Cast	Turnout (%)	Billie Brooks	Shelby L. Lowe	Thomas Masters	Over Votes	Under Votes				
7014	TC-Early Voting ADA	0	0	0.00									
7014	TC-Precinct	0	0	0.00									
7014	TC-Precinct ADA	0	0	0.00									
7014	TC-Provisional	0	0	0.00									
7018	TC-Absentee	0	0	0.00									
7018	TC-Early Voting	0	0	0.00									
7018	TC-Early Voting ADA	0	0	0.00									
7018	TC-Precinct	0	0	0.00									
7018	TC-Precinct ADA	0	0	0.00									
7018	TC-Provisional	0	0	0.00									
7020	TC-Absentee	0	0	0.00									
7020	TC-Early Voting	0	0	0.00									
7020	TC-Early Voting ADA	0	0	0.00									
7020	TC-Precinct	0	0	0.00									
7020	TC-Precinct ADA	0	0	0.00									
7020	TC-Provisional	0	0	0.00									
7022	TC-Absentee	1053	23	2.18	18	2	3						
7022	TC-Early Voting	1053	0	0.00									
7022	TC-Early Voting ADA	1053	0	0.00									
7022	TC-Precinct	1053	113	10.73	46	21	46						
7022	TC-Precinct ADA	1053	0	0.00									
7022	TC-Provisional	1053	0	0.00									
7024	TC-Absentee	2180	99	4.54	12	5	82						
7024	TC-Early Voting	2180	0	0.00									
7024	TC-Early Voting ADA	2180	0	0.00									
7024	TC-Precinct	2180	216	9.91	49	44	123						
7024	TC-Precinct ADA	2180	0	0.00									
7024	TC-Provisional	2180	0	0.00									
7026	TC-Absentee	2699	259	9.60	45	24	188	2					
7026	TC-Early Voting	2699	0	0.00									
7026	TC-Early Voting ADA	2699	0	0.00									
7026	TC-Precinct	2699	385	14.26	77	59	246		3				
7026	TC-Precinct ADA	2699	0	0.00									
7026	TC-Provisional	2699	0	0.00									
7028	TC-Absentee	2443	123	5.03	22	10	89	1	1				
7028	TC-Early Voting	2443	0	0.00									
7028	TC-Early Voting ADA	2443	0	0.00									
7028	TC-Precinct	2443	321	13.14	92	47	180		2				
7028	TC-Precinct ADA	2443	0	0.00									
7028	TC-Provisional	2443	0	0.00									
7030	TC-Absentee	534	6	1.12	3	3							
7030	TC-Early Voting	534	0	0.00									
7030	TC-Early Voting ADA	534	0	0.00									

Mayor - RIVIERA BEACH

		Registered	Ballots Cast	Turnout (%)	Billie Brooks	Shelby L. Lowe	Thomas Masters	Over Votes	Under Votes				
7030	TC-Precinct	534	61	11.42	36	16	8		1				
7030	TC-Precinct ADA	534	0	0.00									
7030	TC-Provisional	534	1	0.19	1								
7034	TC-Absentee	1838	31	1.69	9	6	16						
7034	TC-Early Voting	1838	0	0.00									
7034	TC-Early Voting ADA	1838	0	0.00									
7034	TC-Precinct	1838	119	6.47	32	23	64						
7034	TC-Precinct ADA	1838	0	0.00									
7034	TC-Provisional	1838	0	0.00									
7036	TC-Absentee	10	0	0.00									
7036	TC-Early Voting	10	0	0.00									
7036	TC-Early Voting ADA	10	0	0.00									
7036	TC-Precinct	10	0	0.00									
7036	TC-Precinct ADA	10	0	0.00									
7036	TC-Provisional	10	0	0.00									
7040	TC-Absentee	1935	111	5.74	6	16	88		1				
7040	TC-Early Voting	1935	0	0.00									
7040	TC-Early Voting ADA	1935	0	0.00									
7040	TC-Precinct	1935	186	9.61	39	42	105						
7040	TC-Precinct ADA	1935	0	0.00									
7040	TC-Provisional	1935	0	0.00									
7042	TC-Absentee	2141	148	6.91	22	8	116		2				
7042	TC-Early Voting	2141	0	0.00									
7042	TC-Early Voting ADA	2141	0	0.00									
7042	TC-Precinct	2141	294	13.73	65	59	170						
7042	TC-Precinct ADA	2141	0	0.00									
7042	TC-Provisional	2141	0	0.00									
7044	TC-Absentee	1832	106	5.79	18	14	74						
7044	TC-Early Voting	1832	0	0.00									
7044	TC-Early Voting ADA	1832	0	0.00									
7044	TC-Precinct	1832	262	14.30	76	55	131						
7044	TC-Precinct ADA	1832	0	0.00									
7044	TC-Provisional	1832	0	0.00									
7046	TC-Absentee	140	1	0.71			1						
7046	TC-Early Voting	140	0	0.00									
7046	TC-Early Voting ADA	140	0	0.00									
7046	TC-Precinct	140	17	12.14	9	3	5						
7046	TC-Precinct ADA	140	0	0.00									
7046	TC-Provisional	140	0	0.00									
TC-Absentee		22464	1002	4.46	205	97	693	3	4				
TC-Early Voting		22464	0	0.00									
TC-Early Voting ADA		22464	0	0.00									
TC-Precinct		22464	2702	12.03	1010	433	1253		6				
TC-Precinct ADA		22464	0	0.00									

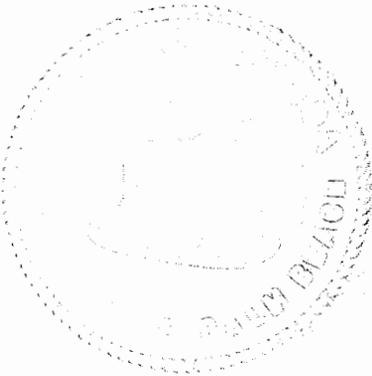
**Mayor - RIVIERA BEACH**

	Registered	Ballots Cast	Turnout (%)	Billie Brooks	Shelby L. Lowe	Thomas Masters	Over Votes	Under Votes					
TC-Provisional	22464	5	0.02	4				1					
Contest Total	22464	3709	16.51	1219	530	1946	3	11					

STATE OF FLORIDA  
 COUNTY OF PALM BEACH  
 I, SUSAN BUCHER, SUPERVISOR OF ELECTIONS,  
 HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY  
 OF THE RECORDS ON FILE IN THIS OFFICE.  
 WITNESS MY HAND AND SEAL, THIS 15<sup>th</sup> DAY OF  
March, 2013.

SUSAN BUCHER  
 SUPERVISOR OF ELECTIONS  
 PALM BEACH COUNTY, FLORIDA

BY: Chauvane A. Kelly  
 Chief Deputy



**Council Dist 1 - RIVIERA BEACH**

		Registered	Ballots Cast	Turnout (%)	Bruce Guyton	Elizabeth Perfee Robinson	Over Votes	Under Votes					
1356	TC-Absentee	1846	14	0.76	4	9		1					
1356	TC-Early Voting	1846	0	0.00									
1356	TC-Early Voting ADA	1846	0	0.00									
1356	TC-Precinct	1846	92	4.98	48	41		3					
1356	TC-Precinct ADA	1846	0	0.00									
1356	TC-Provisional	1846	1	0.05				1					
1358	TC-Absentee	0	0	0.00									
1358	TC-Early Voting	0	0	0.00									
1358	TC-Early Voting ADA	0	0	0.00									
1358	TC-Precinct	0	0	0.00									
1358	TC-Precinct ADA	0	0	0.00									
1358	TC-Provisional	0	0	0.00									
1364	TC-Absentee	359	7	1.95	2	5							
1364	TC-Early Voting	359	0	0.00									
1364	TC-Early Voting ADA	359	0	0.00									
1364	TC-Precinct	359	6	1.67	3	2		1					
1364	TC-Precinct ADA	359	0	0.00									
1364	TC-Provisional	359	0	0.00									
1368	TC-Absentee	3	0	0.00									
1368	TC-Early Voting	3	0	0.00									
1368	TC-Early Voting ADA	3	0	0.00									
1368	TC-Precinct	3	0	0.00									
1368	TC-Precinct ADA	3	0	0.00									
1368	TC-Provisional	3	0	0.00									
1384	TC-Absentee	1260	24	1.90	15	8		1					
1384	TC-Early Voting	1260	0	0.00									
1384	TC-Early Voting ADA	1260	0	0.00									
1384	TC-Precinct	1260	266	21.11	220	45		1					
1384	TC-Precinct ADA	1260	0	0.00									
1384	TC-Provisional	1260	0	0.00									
1386	TC-Absentee	2191	50	2.28	32	13		5					
1386	TC-Early Voting	2191	0	0.00									
1386	TC-Early Voting ADA	2191	0	0.00									
1386	TC-Precinct	2191	364	16.61	310	45		9					
1386	TC-Precinct ADA	2191	0	0.00									
1386	TC-Provisional	2191	3	0.14	3								
7004	TC-Absentee	0	0	0.00									
7004	TC-Early Voting	0	0	0.00									
7004	TC-Early Voting ADA	0	0	0.00									
7004	TC-Precinct	0	0	0.00									
7004	TC-Precinct ADA	0	0	0.00									

Council Dist 1 - RIVIERA BEACH

		Registered	Ballots Cast	Turnout (%)	Bruce Guyton	Elizabeth Perfee Robinson	Over Votes	Under Votes					
7004	TC-Provisional	0	0	0.00									
7014	TC-Absentee	0	0	0.00									
7014	TC-Early Voting	0	0	0.00									
7014	TC-Early Voting ADA	0	0	0.00									
7014	TC-Precinct	0	0	0.00									
7014	TC-Precinct ADA	0	0	0.00									
7014	TC-Provisional	0	0	0.00									
7018	TC-Absentee	0	0	0.00									
7018	TC-Early Voting	0	0	0.00									
7018	TC-Early Voting ADA	0	0	0.00									
7018	TC-Precinct	0	0	0.00									
7018	TC-Precinct ADA	0	0	0.00									
7018	TC-Provisional	0	0	0.00									
7020	TC-Absentee	0	0	0.00									
7020	TC-Early Voting	0	0	0.00									
7020	TC-Early Voting ADA	0	0	0.00									
7020	TC-Precinct	0	0	0.00									
7020	TC-Precinct ADA	0	0	0.00									
7020	TC-Provisional	0	0	0.00									
7022	TC-Absentee	1053	23	2.18	15	7		1					
7022	TC-Early Voting	1053	0	0.00									
7022	TC-Early Voting ADA	1053	0	0.00									
7022	TC-Precinct	1053	113	10.73	43	58		12					
7022	TC-Precinct ADA	1053	0	0.00									
7022	TC-Provisional	1053	0	0.00									
7024	TC-Absentee	2180	99	4.54	33	61		5					
7024	TC-Early Voting	2180	0	0.00									
7024	TC-Early Voting ADA	2180	0	0.00									
7024	TC-Precinct	2180	216	9.91	104	104		8					
7024	TC-Precinct ADA	2180	0	0.00									
7024	TC-Provisional	2180	0	0.00									
7026	TC-Absentee	2699	259	9.60	118	137		4					
7026	TC-Early Voting	2699	0	0.00									
7026	TC-Early Voting ADA	2699	0	0.00									
7026	TC-Precinct	2699	385	14.26	171	196		18					
7026	TC-Precinct ADA	2699	0	0.00									
7026	TC-Provisional	2699	0	0.00									
7028	TC-Absentee	2443	123	5.03	42	76		5					
7028	TC-Early Voting	2443	0	0.00									
7028	TC-Early Voting ADA	2443	0	0.00									
7028	TC-Precinct	2443	321	13.14	147	158		16					

Council Dist 1 - RIVIERA BEACH

		Registered	Ballots Cast	Turnout (%)	Bruce Guyton	Elizabeth Perlee Robinson	Over Votes	Under Votes					
7028	TC-Precinct ADA	2443	0	0.00									
7028	TC-Provisional	2443	0	0.00									
7030	TC-Absentee	534	6	1.12	1	5							
7030	TC-Early Voting	534	0	0.00									
7030	TC-Early Voting ADA	534	0	0.00									
7030	TC-Precinct	534	61	11.42	42	16		3					
7030	TC-Precinct ADA	534	0	0.00									
7030	TC-Provisional	534	1	0.19	1								
7034	TC-Absentee	1838	31	1.69	13	17		1					
7034	TC-Early Voting	1838	0	0.00									
7034	TC-Early Voting ADA	1838	0	0.00									
7034	TC-Precinct	1838	119	6.47	53	60		6					
7034	TC-Precinct ADA	1838	0	0.00									
7034	TC-Provisional	1838	0	0.00									
7036	TC-Absentee	10	0	0.00									
7036	TC-Early Voting	10	0	0.00									
7036	TC-Early Voting ADA	10	0	0.00									
7036	TC-Precinct	10	0	0.00									
7036	TC-Precinct ADA	10	0	0.00									
7036	TC-Provisional	10	0	0.00									
7040	TC-Absentee	1935	111	5.74	34	74		3					
7040	TC-Early Voting	1935	0	0.00									
7040	TC-Early Voting ADA	1935	0	0.00									
7040	TC-Precinct	1935	186	9.61	88	89		9					
7040	TC-Precinct ADA	1935	0	0.00									
7040	TC-Provisional	1935	0	0.00									
7042	TC-Absentee	2141	148	6.91	47	95		6					
7042	TC-Early Voting	2141	0	0.00									
7042	TC-Early Voting ADA	2141	0	0.00									
7042	TC-Precinct	2141	294	13.73	129	154		11					
7042	TC-Precinct ADA	2141	0	0.00									
7042	TC-Provisional	2141	0	0.00									
7044	TC-Absentee	1832	106	5.79	37	66		3					
7044	TC-Early Voting	1832	0	0.00									
7044	TC-Early Voting ADA	1832	0	0.00									
7044	TC-Precinct	1832	262	14.30	110	139		13					
7044	TC-Precinct ADA	1832	0	0.00									
7044	TC-Provisional	1832	0	0.00									
7046	TC-Absentee	140	1	0.71		1							
7046	TC-Early Voting	140	0	0.00									
7046	TC-Early Voting ADA	140	0	0.00									

**Council Dist 1 - RIVIERA BEACH**

		Registered	Ballots Cast	Turnout (%)	Bruce Guyton	Elizabeth Perlee Robinson	Over Votes	Under Votes					
7046	TC-Precinct	140	17	12.14	7	10							
7046	TC-Precinct ADA	140	0	0.00									
7046	TC-Provisional	140	0	0.00									
TC-Absentee		22464	1002	4.46	393	574		35					
TC-Early Voting		22464	0	0.00									
TC-Early Voting ADA		22464	0	0.00									
TC-Precinct		22464	2702	12.03	1475	1117		110					
TC-Precinct ADA		22464	0	0.00									
TC-Provisional		22464	5	0.02	4			1					
Contest Total		22464	3709	16.51	1872	1691		146					



STATE OF FLORIDA  
 COUNTY OF PALM BEACH  
 I, SUSAN BUCHER, SUPERVISOR OF ELECTIONS,  
 HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY  
 OF THE RECORDS ON FILE IN THIS OFFICE.  
 WITNESS MY HAND AND SEAL, THIS 15<sup>th</sup> DAY OF  
March, 20 13.

SUSAN BUCHER  
 SUPERVISOR OF ELECTIONS  
 PALM BEACH COUNTY, FLORIDA  
 BY: Champanis A. Kelly  
 Chief Deputy

**Council Dist 3 - RIVIERA BEACH**

		Registered	Ballots Cast	Turnout (%)	Rodney R. Roberts	Cedrick Thomas	Over Votes	Under Votes					
1356	TC-Absentee	1846	14	0.76	5	8		1					
1356	TC-Early Voting	1846	0	0.00									
1356	TC-Early Voting ADA	1846	0	0.00									
1356	TC-Precinct	1846	92	4.98	28	63		1					
1356	TC-Precinct ADA	1846	0	0.00									
1356	TC-Provisional	1846	1	0.05		1							
1358	TC-Absentee	0	0	0.00									
1358	TC-Early Voting	0	0	0.00									
1358	TC-Early Voting ADA	0	0	0.00									
1358	TC-Precinct	0	0	0.00									
1358	TC-Precinct ADA	0	0	0.00									
1358	TC-Provisional	0	0	0.00									
1364	TC-Absentee	359	7	1.95	1	6							
1364	TC-Early Voting	359	0	0.00									
1364	TC-Early Voting ADA	359	0	0.00									
1364	TC-Precinct	359	6	1.67	1	4		1					
1364	TC-Precinct ADA	359	0	0.00									
1364	TC-Provisional	359	0	0.00									
1368	TC-Absentee	3	0	0.00									
1368	TC-Early Voting	3	0	0.00									
1368	TC-Early Voting ADA	3	0	0.00									
1368	TC-Precinct	3	0	0.00									
1368	TC-Precinct ADA	3	0	0.00									
1368	TC-Provisional	3	0	0.00									
1384	TC-Absentee	1260	24	1.90	4	20							
1384	TC-Early Voting	1260	0	0.00									
1384	TC-Early Voting ADA	1260	0	0.00									
1384	TC-Precinct	1260	266	21.11	39	224		3					
1384	TC-Precinct ADA	1260	0	0.00									
1384	TC-Provisional	1260	0	0.00									
1386	TC-Absentee	2191	50	2.28	9	34		7					
1386	TC-Early Voting	2191	0	0.00									
1386	TC-Early Voting ADA	2191	0	0.00									
1386	TC-Precinct	2191	364	16.61	32	325		7					
1386	TC-Precinct ADA	2191	0	0.00									
1386	TC-Provisional	2191	3	0.14		3							
7004	TC-Absentee	0	0	0.00									
7004	TC-Early Voting	0	0	0.00									
7004	TC-Early Voting ADA	0	0	0.00									
7004	TC-Precinct	0	0	0.00									
7004	TC-Precinct ADA	0	0	0.00									
7004	TC-Provisional	0	0	0.00									
7014	TC-Absentee	0	0	0.00									

**Council Dist 3 - RIVIERA BEACH**

		Registered	Ballots Cast	Turnout (%)	Rodney R. Roberts	Cedrick Thomas	Over Votes	Under Votes					
7014	TC-Early Voting	0	0	0.00									
7014	TC-Early Voting ADA	0	0	0.00									
7014	TC-Precinct	0	0	0.00									
7014	TC-Precinct ADA	0	0	0.00									
7014	TC-Provisional	0	0	0.00									
7018	TC-Absentee	0	0	0.00									
7018	TC-Early Voting	0	0	0.00									
7018	TC-Early Voting ADA	0	0	0.00									
7018	TC-Precinct	0	0	0.00									
7018	TC-Precinct ADA	0	0	0.00									
7018	TC-Provisional	0	0	0.00									
7020	TC-Absentee	0	0	0.00									
7020	TC-Early Voting	0	0	0.00									
7020	TC-Early Voting ADA	0	0	0.00									
7020	TC-Precinct	0	0	0.00									
7020	TC-Precinct ADA	0	0	0.00									
7020	TC-Provisional	0	0	0.00									
7022	TC-Absentee	1053	23	2.18	4	19							
7022	TC-Early Voting	1053	0	0.00									
7022	TC-Early Voting ADA	1053	0	0.00									
7022	TC-Precinct	1053	113	10.73	27	79		7					
7022	TC-Precinct ADA	1053	0	0.00									
7022	TC-Provisional	1053	0	0.00									
7024	TC-Absentee	2180	99	4.54	21	76		2					
7024	TC-Early Voting	2180	0	0.00									
7024	TC-Early Voting ADA	2180	0	0.00									
7024	TC-Precinct	2180	216	9.91	47	161		8					
7024	TC-Precinct ADA	2180	0	0.00									
7024	TC-Provisional	2180	0	0.00									
7026	TC-Absentee	2699	259	9.60	49	206		4					
7026	TC-Early Voting	2699	0	0.00									
7026	TC-Early Voting ADA	2699	0	0.00									
7026	TC-Precinct	2699	385	14.26	89	289		7					
7026	TC-Precinct ADA	2699	0	0.00									
7026	TC-Provisional	2699	0	0.00									
7028	TC-Absentee	2443	123	5.03	43	78		2					
7028	TC-Early Voting	2443	0	0.00									
7028	TC-Early Voting ADA	2443	0	0.00									
7028	TC-Precinct	2443	321	13.14	92	217		12					
7028	TC-Precinct ADA	2443	0	0.00									
7028	TC-Provisional	2443	0	0.00									
7030	TC-Absentee	534	6	1.12	4	2							
7030	TC-Early Voting	534	0	0.00									

**Council Dist 3 - RIVIERA BEACH**

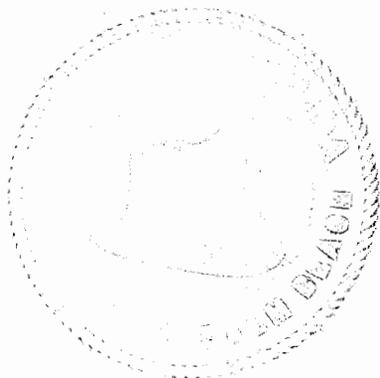
		Registered	Ballots Cast	Turnout (%)	Rodney R. Roberts	Cedrick Thomas	Over Votes	Under Votes					
7030	TC-Early Voting ADA	534	0	0.00									
7030	TC-Precinct	534	61	11.42	24	36		1					
7030	TC-Precinct ADA	534	0	0.00									
7030	TC-Provisional	534	1	0.19	1								
7034	TC-Absentee	1838	31	1.69	8	22		1					
7034	TC-Early Voting	1838	0	0.00									
7034	TC-Early Voting ADA	1838	0	0.00									
7034	TC-Precinct	1838	119	6.47	29	86		4					
7034	TC-Precinct ADA	1838	0	0.00									
7034	TC-Provisional	1838	0	0.00									
7036	TC-Absentee	10	0	0.00									
7036	TC-Early Voting	10	0	0.00									
7036	TC-Early Voting ADA	10	0	0.00									
7036	TC-Precinct	10	0	0.00									
7036	TC-Precinct ADA	10	0	0.00									
7036	TC-Provisional	10	0	0.00									
7040	TC-Absentee	1935	111	5.74	40	69		2					
7040	TC-Early Voting	1935	0	0.00									
7040	TC-Early Voting ADA	1935	0	0.00									
7040	TC-Precinct	1935	186	9.61	62	121		3					
7040	TC-Precinct ADA	1935	0	0.00									
7040	TC-Provisional	1935	0	0.00									
7042	TC-Absentee	2141	148	6.91	61	83		4					
7042	TC-Early Voting	2141	0	0.00									
7042	TC-Early Voting ADA	2141	0	0.00									
7042	TC-Precinct	2141	294	13.73	83	204		7					
7042	TC-Precinct ADA	2141	0	0.00									
7042	TC-Provisional	2141	0	0.00									
7044	TC-Absentee	1832	106	5.79	33	69		4					
7044	TC-Early Voting	1832	0	0.00									
7044	TC-Early Voting ADA	1832	0	0.00									
7044	TC-Precinct	1832	262	14.30	70	185		7					
7044	TC-Precinct ADA	1832	0	0.00									
7044	TC-Provisional	1832	0	0.00									
7046	TC-Absentee	140	1	0.71		1							
7046	TC-Early Voting	140	0	0.00									
7046	TC-Early Voting ADA	140	0	0.00									
7046	TC-Precinct	140	17	12.14	11	6							
7046	TC-Precinct ADA	140	0	0.00									
7046	TC-Provisional	140	0	0.00									
	TC-Absentee	22464	1002	4.46	282	693		27					
	TC-Early Voting	22464	0	0.00									

**Council Dist 3 - RIVIERA BEACH**

	Registered	Ballots Cast	Turnout (%)	Rodney R. Roberts	Cedrick Thomas	Over Votes	Under Votes					
TC-Early Voting ADA	22464	0	0.00									
TC-Precinct	22464	2702	12.03	634	2000		68					
TC-Precinct ADA	22464	0	0.00									
TC-Provisional	22464	5	0.02	1	4							
Contest Total	22464	3709	16.51	917	2697		95					

STATE OF FLORIDA  
 COUNTY OF PALM BEACH  
 I, SUSAN BUCHER, SUPERVISOR OF ELECTIONS,  
 HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY  
 OF THE RECORDS ON FILE IN THIS OFFICE.  
 WITNESS MY HAND AND SEAL, THIS 15<sup>th</sup> DAY OF  
March, 2013.

SUSAN BUCHER  
 SUPERVISOR OF ELECTIONS  
 PALM BEACH COUNTY, FLORIDA  
 BY: Chauvaine A. Kelly  
 Chief Deputy



**Council Dist 5 - RIVIERA BEACH**

		Registered	Ballots Cast	Turnout (%)	Terence "TD" Davis	Kimberly Jackson	Over Votes	Under Votes					
1356	TC-Absentee	1846	14	0.76	4	9		1					
1356	TC-Early Voting	1846	0	0.00									
1356	TC-Early Voting ADA	1846	0	0.00									
1356	TC-Precinct	1846	92	4.98	38	51		3					
1356	TC-Precinct ADA	1846	0	0.00									
1356	TC-Provisional	1846	1	0.05				1					
1358	TC-Absentee	0	0	0.00									
1358	TC-Early Voting	0	0	0.00									
1358	TC-Early Voting ADA	0	0	0.00									
1358	TC-Precinct	0	0	0.00									
1358	TC-Precinct ADA	0	0	0.00									
1358	TC-Provisional	0	0	0.00									
1364	TC-Absentee	359	7	1.95	5	2							
1364	TC-Early Voting	359	0	0.00									
1364	TC-Early Voting ADA	359	0	0.00									
1364	TC-Precinct	359	6	1.67	2	3		1					
1364	TC-Precinct ADA	359	0	0.00									
1364	TC-Provisional	359	0	0.00									
1368	TC-Absentee	3	0	0.00									
1368	TC-Early Voting	3	0	0.00									
1368	TC-Early Voting ADA	3	0	0.00									
1368	TC-Precinct	3	0	0.00									
1368	TC-Precinct ADA	3	0	0.00									
1368	TC-Provisional	3	0	0.00									
1384	TC-Absentee	1260	24	1.90	3	20		1					
1384	TC-Early Voting	1260	0	0.00									
1384	TC-Early Voting ADA	1260	0	0.00									
1384	TC-Precinct	1260	266	21.11	74	189		3					
1384	TC-Precinct ADA	1260	0	0.00									
1384	TC-Provisional	1260	0	0.00									
1386	TC-Absentee	2191	50	2.28	4	39		7					
1386	TC-Early Voting	2191	0	0.00									
1386	TC-Early Voting ADA	2191	0	0.00									
1386	TC-Precinct	2191	364	16.61	84	271		9					
1386	TC-Precinct ADA	2191	0	0.00									
1386	TC-Provisional	2191	3	0.14		3							
7004	TC-Absentee	0	0	0.00									
7004	TC-Early Voting	0	0	0.00									
7004	TC-Early Voting ADA	0	0	0.00									
7004	TC-Precinct	0	0	0.00									
7004	TC-Precinct ADA	0	0	0.00									
7004	TC-Provisional	0	0	0.00									
7014	TC-Absentee	0	0	0.00									

Council Dist 5 - RIVIERA BEACH

		Registered	Ballots Cast	Turnout (%)	Terence "TD" Davis	Kimberly Jackson	Over Votes	Under Votes					
7014	TC-Early Voting	0	0	0.00									
7014	TC-Early Voting ADA	0	0	0.00									
7014	TC-Precinct	0	0	0.00									
7014	TC-Precinct ADA	0	0	0.00									
7014	TC-Provisional	0	0	0.00									
7018	TC-Absentee	0	0	0.00									
7018	TC-Early Voting	0	0	0.00									
7018	TC-Early Voting ADA	0	0	0.00									
7018	TC-Precinct	0	0	0.00									
7018	TC-Precinct ADA	0	0	0.00									
7018	TC-Provisional	0	0	0.00									
7020	TC-Absentee	0	0	0.00									
7020	TC-Early Voting	0	0	0.00									
7020	TC-Early Voting ADA	0	0	0.00									
7020	TC-Precinct	0	0	0.00									
7020	TC-Precinct ADA	0	0	0.00									
7020	TC-Provisional	0	0	0.00									
7022	TC-Absentee	1053	23	2.18	4	19							
7022	TC-Early Voting	1053	0	0.00									
7022	TC-Early Voting ADA	1053	0	0.00									
7022	TC-Precinct	1053	113	10.73	29	84							
7022	TC-Precinct ADA	1053	0	0.00									
7022	TC-Provisional	1053	0	0.00									
7024	TC-Absentee	2180	99	4.54	61	33		5					
7024	TC-Early Voting	2180	0	0.00									
7024	TC-Early Voting ADA	2180	0	0.00									
7024	TC-Precinct	2180	216	9.91	145	68		3					
7024	TC-Precinct ADA	2180	0	0.00									
7024	TC-Provisional	2180	0	0.00									
7026	TC-Absentee	2699	259	9.60	158	99		2					
7026	TC-Early Voting	2699	0	0.00									
7026	TC-Early Voting ADA	2699	0	0.00									
7026	TC-Precinct	2699	385	14.26	240	136		9					
7026	TC-Precinct ADA	2699	0	0.00									
7026	TC-Provisional	2699	0	0.00									
7028	TC-Absentee	2443	123	5.03	82	35		6					
7028	TC-Early Voting	2443	0	0.00									
7028	TC-Early Voting ADA	2443	0	0.00									
7028	TC-Precinct	2443	321	13.14	220	93		8					
7028	TC-Precinct ADA	2443	0	0.00									
7028	TC-Provisional	2443	0	0.00									
7030	TC-Absentee	534	6	1.12		6							
7030	TC-Early Voting	534	0	0.00									

Council Dist 5 - RIVIERA BEACH

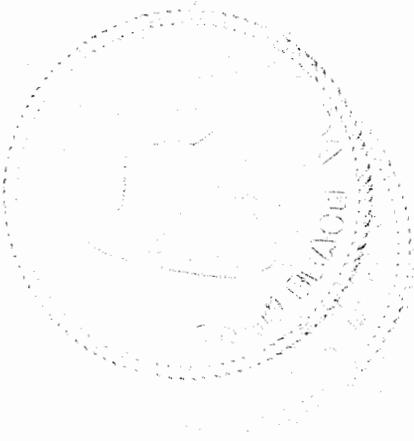
		Registered	Ballots Cast	Turnout (%)	Terence "TD" Davis	Kimberly Jackson	Over Votes	Under Votes					
7030	TC-Early Voting ADA	534	0	0.00									
7030	TC-Precinct	534	61	11.42	28	29		4					
7030	TC-Precinct ADA	534	0	0.00									
7030	TC-Provisional	534	1	0.19		1							
7034	TC-Absentee	1838	31	1.69	7	22		2					
7034	TC-Early Voting	1838	0	0.00									
7034	TC-Early Voting ADA	1838	0	0.00									
7034	TC-Precinct	1838	119	6.47	58	60		1					
7034	TC-Precinct ADA	1838	0	0.00									
7034	TC-Provisional	1838	0	0.00									
7036	TC-Absentee	10	0	0.00									
7036	TC-Early Voting	10	0	0.00									
7036	TC-Early Voting ADA	10	0	0.00									
7036	TC-Precinct	10	0	0.00									
7036	TC-Precinct ADA	10	0	0.00									
7036	TC-Provisional	10	0	0.00									
7040	TC-Absentee	1935	111	5.74	74	34		3					
7040	TC-Early Voting	1935	0	0.00									
7040	TC-Early Voting ADA	1935	0	0.00									
7040	TC-Precinct	1935	186	9.61	113	69		4					
7040	TC-Precinct ADA	1935	0	0.00									
7040	TC-Provisional	1935	0	0.00									
7042	TC-Absentee	2141	148	6.91	94	48		6					
7042	TC-Early Voting	2141	0	0.00									
7042	TC-Early Voting ADA	2141	0	0.00									
7042	TC-Precinct	2141	294	13.73	189	98		7					
7042	TC-Precinct ADA	2141	0	0.00									
7042	TC-Provisional	2141	0	0.00									
7044	TC-Absentee	1832	106	5.79	70	34		2					
7044	TC-Early Voting	1832	0	0.00									
7044	TC-Early Voting ADA	1832	0	0.00									
7044	TC-Precinct	1832	262	14.30	154	99		9					
7044	TC-Precinct ADA	1832	0	0.00									
7044	TC-Provisional	1832	0	0.00									
7046	TC-Absentee	140	1	0.71		1							
7046	TC-Early Voting	140	0	0.00									
7046	TC-Early Voting ADA	140	0	0.00									
7046	TC-Precinct	140	17	12.14	11	6							
7046	TC-Precinct ADA	140	0	0.00									
7046	TC-Provisional	140	0	0.00									
	TC-Absentee	22464	1002	4.46	566	401		35					
	TC-Early Voting	22464	0	0.00									

**Council Dist 5 - RIVIERA BEACH**

	Registered	Ballots Cast	Turnout (%)	Terence "TD" Davis	Kimberly Jackson	Over Votes	Under Votes					
TC-Early Voting ADA	22464	0	0.00									
TC-Precinct	22464	2702	12.03	1385	1256		61					
TC-Precinct ADA	22464	0	0.00									
TC-Provisional	22464	5	0.02		4		1					
Contest Total	22464	3709	16.51	1951	1661		97					

STATE OF FLORIDA  
 COUNTY OF PALM BEACH  
 I, SUSAN BUCHER, SUPERVISOR OF ELECTIONS,  
 HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY  
 OF THE RECORDS ON FILE IN THIS OFFICE.  
 WITNESS MY HAND AND SEAL, THIS 15<sup>th</sup> DAY OF  
March, 2013.

SUSAN BUCHER  
 SUPERVISOR OF ELECTIONS  
 PALM BEACH COUNTY, FLORIDA  
 BY: Chauvains A. Kelly  
Chief Deputy



RESOLUTION NO. 25-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING STATE AID TO LIBRARIES GRANT FUNDS FROM THE STATE LIBRARY AND INFORMATION SERVICES DIVISION OF FLORIDA IN THE AMOUNT OF \$16,301.00; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP A BUDGET; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the State Library and Information Services Division of Florida has established a State Aid to Libraries Grant; and

**WHEREAS**, the City of Riviera Beach Public Library submitted an application for the State Aid to Libraries Grant and was awarded funds in the amount of \$16,301.00; and

**WHEREAS**, these funds will be used for the general operation and maintenance of the library, as stated in the *"Guidelines and Application, Section IX, Use of Grant Funds, Subsection B."*

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

**SECTION 1.** That the City Council approves the acceptance of the State Aid to Libraries Grant award and accepts the grant funds on behalf of the City.

**SECTION 2.** The Director of Finance and Administrative Services is authorized to set the budget as follows:

<b>Revenue:</b>	137-00-334703	\$16,301.00
<b>Expenditures:</b>	137-1336-571-0-3404 Contract Services - Personal	\$ 8,101.00
	137-1336-571-0-5201 Operating Supplies - General	\$ 2,000.00
	137-1336-571-0-6601 Books, Publications	\$ 6,200.00
<b>Expenditures Total:</b>		<hr/> \$16,301.00

**RESOLUTION NO.** 25-13  
**PAGE 2**

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

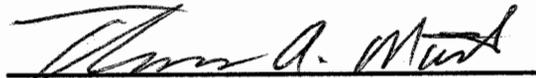
**Passed and Approved this 20th day of March, 2013.**

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RESOLUTION NO. 25-13

PAGE 2

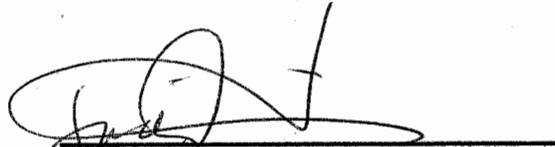
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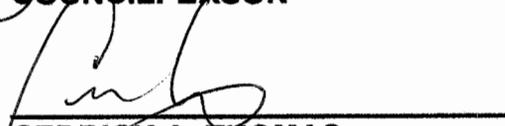
  
THOMAS A. MASTERS  
MAYOR

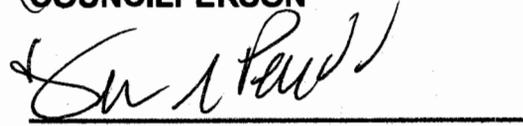
  
BRUCE A. GUYTON  
COUNCILPERSON

ATTEST:

  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
DAWN S. PARDO  
COUNCILPERSON

  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

B. GUYTON AYE

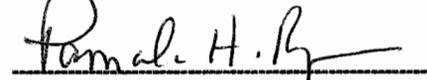
J. DAVIS AYE

C. THOMAS AYE

D. PARDO OUT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/1/13

**RESOLUTION NO. 26-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FOR CONTINUATION OF THE YOUTH EMPOWERMENT TEEN CENTER IN THE AMOUNT OF \$46,494; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO SET UP A BUDGET FOR THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Criminal Justice Commission of Palm Beach County continues their development of a Youth Violence Prevention Project, which addresses the increase in violent firearms crimes; and

**WHEREAS**, the Youth Empowerment Teen Program meets the requirements for administering youth prevention/intervention services; and

**WHEREAS**, on December 5<sup>th</sup>, 2006 the Board of County Commissioners (BCC) approved funding to initiate partnerships with Riviera Beach, West Palm Beach and Lake Worth to implement the Youth Violence Prevention Project, and

**WHEREAS**, the Criminal Justice Commission has recommended the use of Department of Justice grant funds to support the partnership by providing funds for the CITY to participate; and

**WHEREAS**, the COUNTY agreed to reimburse the CITY for expenses, up to the amount of \$426,512 from October 1, 2009 through March 31, 2011 for the Youth Violence Prevention Project; and

**WHEREAS**, the parties mutually desire accept Interlocal Agreement which will begin February 1<sup>st</sup>, 2013 and remain in effect until September 30, 2013, \$46,494 for Youth Empowerment Center program expenses as approved by the Florida Department of Law Enforcement.

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

**RESOLUTION NO. 26-13**

**-2-**

**SECTION 1.** That the Mayor and City Clerk are authorized to execute Interlocal Agreement between the City of Riviera Beach and the Board of County Commissioners, Palm Beach County for an extension of the grant in the amount of \$46,494 to the Youth Empowerment Program.

**SECTION 2.** The Finance Director is authorized to set up a budget as follows:

<b>FROM:</b>		
<b>Revenue</b>	151-00-33-7200	\$46,494 .00
<b>TO:</b>		
<b>Regular Salaries</b>	151-0202-569-1-1201	\$ 8,500.00
<b>Summer Job Shadowing/Internships</b>	151-0202-569-1-1201	\$ 12,500.00
<b>FICA</b>	151-0202-569-1-2101	\$ 650.00
<b>Contractual Svc</b>	151-0202-569-1-3101	\$ 8,850.00
<b>Office Supplies</b>	151-0202-569-1-5201	\$1,500.00
<b>Program Supplies</b>	151-0202-569-1-5201	\$1,794.00
<b>Marketing/Printing</b>	151-0202-569-1-4701	\$6,500.00
<b>Miscellaneous</b>	151-0202-569-1-3101	\$1200.00
<b>Incentives</b>	151-0202-569-1-5403	\$ 5000.00

**SECTION 3.** This resolution should take effect immediately upon its passage and approval by the City Council.

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APPROVED:

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

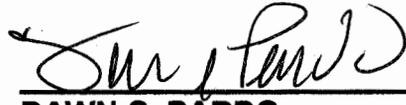
  
\_\_\_\_\_  
BRUCE A. GUYTON  
COUNCILPERSON

ATTEST:

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

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

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

  
\_\_\_\_\_  
DAWN S. PARDO  
COUNCILPERSON

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

MOTIONED BY: B. Guyton

SECONDED BY: J. Davis

B. GUYTON aye

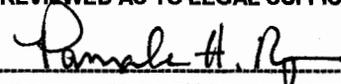
J. DAVIS aye

C. THOMAS aye

D. PARDO out

T. DAVIS aye

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 3/20/13

R2013 : 0778

JUN 18 2013

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA  
AND THE CITY OF RIVIERA BEACH, FLORIDA**

**THIS INTERLOCAL AGREEMENT** (hereinafter "Interlocal Agreement" or "Agreement" or "Contract") is made as of this day MAR 27 2013, 2013, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and the City of Riviera Beach, a municipality located in Palm Beach County, Florida, authorized to do business in the State of Florida, hereinafter referred to as the CITY, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

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

**ARTICLE 1 - SERVICES**

The CITY'S responsibility under this INTERLOCAL AGREEMENT is to participate in the YOUTH VIOLENCE PREVENTION PROJECT and operate a YOUTH EMPOWERMENT CENTER, as more specifically set forth in the Scope of Work detailed in Exhibit "A."

The COUNTY'S representative/liason during the performance of this AGREEMENT shall be Brenda Oakes, telephone no. 355-1617.

The CITY'S representative/liason during the performance of this AGREEMENT shall be Valerie Grimsley, telephone number 840-0135.

**ARTICLE 2 - SCHEDULE**

This Agreement will be effective from February 1, 2013 through September 30, 2013. The parties agree that the CITY will be entitled to payment for services rendered beginning on February 1, 2013, notwithstanding the date the Agreement is executed by the Board of County Commissioners.

**ARTICLE 3 - PAYMENTS TO CITY**

A. The total amount to be paid by the COUNTY under this INTERLOCAL AGREEMENT for all services and materials shall not exceed a total contract price of FORTY-SIX THOUSAND AND FOUR HUNDRED AND NINETY-FOUR DOLLARS (\$46,494). The COUNTY will not reimburse the CITY for "out-of-pocket" expenses. The CITY shall notify the COUNTY'S representative in writing when 90% of the "not to exceed amount" has been reached. The CITY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

B. The CITY shall submit monthly programmatic reports and monthly financial invoices to the COUNTY, which will include a reference to this INTERLOCAL AGREEMENT, identify the project and identify the amount due and payable to the CITY, as well as confirmation of the CITY's expenditures for the Project.

C. Invoices received from the CITY pursuant to this INTERLOCAL AGREEMENT will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the INTERLOCAL AGREEMENT. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

D. The COUNTY'S Executive Director of the Criminal Justice Commission may authorize adjustments in the budget of up to 10% provided there is not an increase in the total amount. The COUNTY'S representative shall review in advance all capital, event, and trip expenses in excess of \$500.00. All events/trips must have their own budgets. All equipment and capital items costing more than \$300.00 shall be inventoried and marked. A list of all such items shall be provided to the COUNTY'S representative within twenty (20) days of receipt and prior to payment by the COUNTY.

E. Final Invoice: In order for both parties herein to close their books and records, the CITY will clearly state "final invoice" on the CITY'S final/last billing to the COUNTY. This shall constitute CITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CITY.

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

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

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

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

This INTERLOCAL AGREEMENT may be terminated by the CITY upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this INTERLOCAL AGREEMENT through no fault of the CITY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CITY. Unless the CITY is in

breach of this INTERLOCAL AGREEMENT, the CITY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CITY shall:

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

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

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

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

Any changes or substitutions in the CITY'S key personnel must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The CITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

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

#### **ARTICLE 7 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CITY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this INTERLOCAL AGREEMENT.

#### **ARTICLE 8 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this INTERLOCAL AGREEMENT for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**ARTICLE 9 - INSURANCE**

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the CITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event CITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance Section 768.28, Florida Statutes, the CITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

The CITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the CITY shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the COUNTY agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the CITY of its liability and obligations under this Interlocal Agreement.

**ARTICLE 10 – INDEMNIFICATION**

Without waving sovereign immunity, the CITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this INTERLOCAL AGREEMENT or due to the acts or omissions of the CITY.

**ARTICLE 11 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this INTERLOCAL AGREEMENT. Except as above, neither the COUNTY nor the CITY shall assign, sublet, convey or transfer its interest in this INTERLOCAL AGREEMENT without the prior written consent of the other.

**ARTICLE 12 - REMEDIES**

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

otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this INTERLOCAL AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this INTERLOCAL AGREEMENT, including but not limited to any citizen or employees of the COUNTY and/or CITY.

**ARTICLE 13 - CONFLICT OF INTEREST**

The CITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

**ARTICLE 14 - EXCUSABLE DELAYS**

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

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

## **ARTICLE 15 - ARREARS**

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

## **ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP**

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

The CITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

## **ARTICLE 17 - CONTINGENT FEES**

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

## **ARTICLE 18 - ACCESS AND AUDITS**

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County INTERLOCAL AGREEMENTS, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CITY, its officers, agents, employees, and lobbyists in order to ensure compliance with INTERLOCAL AGREEMENT requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **ARTICLE 19 – NONDISCRIMINATION**

The CITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

#### **ARTICLE 20 - AUTHORITY TO PRACTICE**

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

#### **ARTICLE 21 – SEVERABILITY**

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

#### **ARTICLE 22 - PUBLIC ENTITY CRIMES**

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

#### **ARTICLE 23 - NOTICE**

All notices required in this INTERLOCAL AGREEMENT shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Michael Rodriguez, Executive Director  
Palm Beach County Criminal Justice Commission  
301 North Olive Avenue – 10<sup>th</sup> floor  
West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave. – 6<sup>th</sup> floor  
West Palm Beach, Florida 33401

If sent to the CITY, notices shall be addressed to:

Mayor, Thomas Masters  
600 West Blue Heron Blvd  
Riviera Beach, FL 33404

**ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CITY agree that this INTERLOCAL AGREEMENT sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this INTERLOCAL AGREEMENT may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

**ARTICLE 25 - CRIMINAL HISTORY RECORDS CHECK**

The CITY shall conduct a Criminal History Records Check including fingerprinting for all CITY employees or subcontractors who are in direct contact with youth program participants as per Florida Statute, Chapter 435.

**ARTICLE 26 - REGULATIONS; LICENSING REQUIREMENTS**

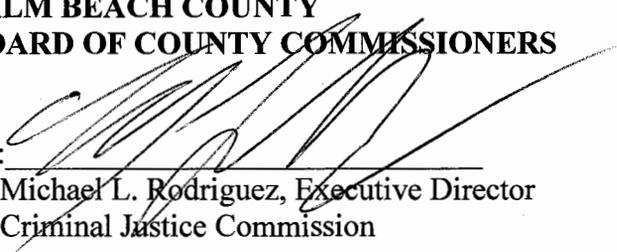
The CITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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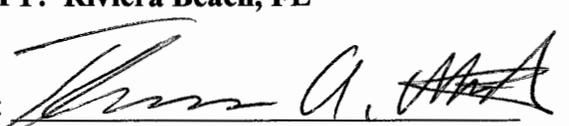
**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this INTERLOCAL AGREEMENT on behalf of the COUNTY and CITY has hereunto set its hand the day and year above written.

**R 2013 10778 JUN 18 2013**

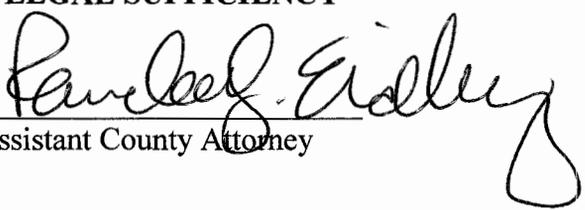
**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

By:   
Michael L. Rodriguez, Executive Director  
Criminal Justice Commission

**CITY: Riviera Beach, FL**

By:   
Thomas A. Masters, Mayor

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Assistant County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Brenda Oakes,  
Youth Violence Prevention Planning Coordinator

**EXHIBIT "A"**  
**Criminal Justice Commission**

**Scope of Work for Youth Violence Prevention Project**

In recognition of the findings of the Criminal Justice Commission's Youth Violence Prevention Project Steering Committee that youth violence must be addressed in a comprehensive and systematic way: each participating city agrees to:

- Abide by the requirement that all city-related projects and efforts will service the residents within the identified geographic areas as outlined by Criminal Justice Commission maps
- The city will make a commitment of building space for services within the identified geographical areas
- Participate in the multi-agency task force law enforcement component of the Youth Violence Prevention Project
- Support a Youth Council to make appropriate programming decisions
- Pay the city's portion of all goods, services, and personnel used in connection with this project
- Participate in all aspects of evaluation including data collection, data sharing, site monitoring and visits
- Support countywide efforts to reduce youth violence

**Background:**

The Criminal Justice Commission utilized a national model created by the U.S. Department of Justice, Office of Justice Programs for the development of the Youth Violence Prevention Project. A comprehensive approach was developed using the research compiled by Florida State University and involved professionals from the criminal justice system, education, and human services, and local youth. Florida State University, Center for Public Policy in Criminal Justice, assimilated and analyzed local violent crime data which demonstrates, after a decline from 1994-2002, a significant increase in murders and firearms crimes. Four subcommittees, including crime prevention, law enforcement, courts and corrections, developed a strategic plan. A Youth Workgroup was formed with 25 youth from various areas of the county. The Workgroup surveyed over 500 youth, including juveniles in jail and on Department of Juvenile Justice probation. The recommendations made by the Workgroup have been incorporated into the overall plan. The research supports that a multi-agency comprehensive approach is the most effective. The project incorporates the model programs and the recommendations from the Subcommittees.

**Crime Prevention Component:**

The establishment of a Youth Empowerment Center in each targeted area that provides activities and services to youth ages 13-18, including after school programs and activities, tutoring/mentoring, job training for in school and out of school youth, information on resources, gang prevention outreach, parenting classes, employment services, Safe Schools Programs and transportation.

<b>Youth Empowerment Center Programs:</b>	<b>Responsibility</b>
<b>Youth Empowerment Facility</b>	City
<b>Youth/Teen Advisory Council</b> Council or Board of youth from the target area meets regularly to recommend programs and policies of the Youth Empowerment Center.	City
<b>Teen Center</b> Provide educational and recreational programming 5 days a week (minimum) with 10 interest-based programs/pro-social activities per week. Maintain a clean safe and secure environment. Work with the youth council to identify new educational recreational programs, activities and special events. Provide a monthly calendar for public release no later than the 1 <sup>st</sup> day of the month.	City
<b>Alternative Education-Career Academy</b> Designated Career Academies will provide opportunities for in school and out of school youth without regard to grade point average.	<b>MOU with School District and Charter School</b>
<b>Courts</b> Partner with Alternative Sanctions by participating in the Evening Reporting Center program.	Courts/City
<b>After-school Activities</b> Provide a variety of the latest recreational programs: martial arts, yoga, surfing, swimming, tennis hip hop dance, organized sport.	City
<b>Tutoring</b> Provide after-school tutoring, including FCAT skill building.	City
<b>Mentoring</b> Provide mentors for youth to support and be positive role models. Staff to serve as adult mentors a total of 832 hours annually.	City
<b>Job Training and Employment Services</b> Workforce Alliance is funding a program for approximately 100 at-risk youths to prepare them for careers and jobs that are in demand in Palm Beach County. The program will supplement existing programs at the high schools of the county and provide additional resources. Junior Achievement of the Palm Beaches will manage the program with the objective of motivating selected at-risk youth to graduate, providing them additional workplace skills and then assist them with job placement.  Workforce Alliance has contracted with three agencies to carry out academic and job-training services for at-risk and disadvantaged youth in Palm Beach County on a year-round basis. Priority will be given to proposals to serve the youth in those areas of the county that were pointed out the research sponsored by the Youth Violence Prevention Committee.	<b>MOU with Workforce Alliance and Palm Beach Community College</b>
<b>Information on Resources</b> Provide information on existing resources for youth including school programs, job training and employment opportunities, and services available.	City and MOU with collaborating agencies
<b>Community Outreach</b> A worker to outreach and engage a minimum of 20 high-risk youth (as described by OJJDP) in the Youth Empowerment Center surrounding area and engage them in positive activities for a 12 month period.	City
<b>Transportation</b> The youth surveyed indicated that a major issue to attending programs and activities is transportation.	City
<b>Collaborative Partnerships</b> Participate in a minimum of ten (10) CJC sponsored collaborative meetings throughout the year.	City-Youth Empowerment Administrative Staff
<b>Life Skills</b>	City
<b>Cultural Diversity Training</b>	City

## Exhibit B

**YOUTH EMPOWERMENT CENTER****Budget February 1, 2013 to September 30,2013**

	<b>Amount</b>
Salary: P/T Youth Worker A. Smith	<b>\$8,500.00</b>
FICA 7.65%	<b>\$650.25</b>
<b>Total Salary &amp; FICA</b>	<b>\$9,150.25</b>
Program Supplies: Educational games, art supplies, Outdoor and indoor games etc..	\$1,794.00
Office Supplies: paper, ink, pen, pencil etc.	\$1,500.00
Summer Job Shadowing/Internships for (15) youth Youth must be a member of the Youth Empowerment for more than (3) months or more to qualify for summer Job	\$12,500.00
Miscellaneous: Youth Interns background physicals/screening process, etc.	\$1,200.00
Marketing/Printing: Flyers, T-shirts, banners, program advertisement, etc.	\$6,500.00
Professional Services: – \$8850.00 (Music Studio training/Beats, Digital Media/Video Production, basic trade classes (upon completion youth to be connected to trade/apprentice programs, recreation, life/skill building programs, etc)	\$8,850.00
Incentives and crime prevention or service learning opportunities- \$5,000	\$5,000.00
<b>Grand Total</b>	<b>\$46,494.00</b>

**RESOLUTION NO. 27-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE DIRECT CONNECT INTERLOCAL AGREEMENT WITH THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS TO AUTHORIZE CITY ACCESS TO THE PUBLIC SAFETY RADIO SYSTEM; AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN SAID AGREEMENT; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT PER THE TERMS OF THE AGREEMENT AND AUTHORIZE THE USE OF STATE APPROVED \$12.50 FUNDS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** The City of Riviera Beach has 218 radio units accessing and communicating with the Palm Beach County Board of County Commissioners Public Safety Radio System; and

**WHEREAS,** The City of Riviera Beach desires to continue to access services with the Palm Beach County Board of County Commissioners for radio communications; and

**WHEREAS,** The Palm Beach County Board of County Commissioners requires a Direct connect Access Interlocal Agreement to be executed in order to properly document the City's access to the Public Safety Radio System and to establish payment authorization for the fees due for the services relating to the access.

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

**SECTION 1:** Authorize the Director of Finance and Administrative  
Services to make payment per the terms of the Agreement.

1. System Maintenance	218 Radios	\$154.00	\$33,572.00
2. <u>Renewal &amp; Replacement</u>	281 Radios	<u>\$211.42</u>	<u>\$46,089.56</u>
	Total:		\$79,661.56

**SECTION 2:** The Director of Finance and Administrative Services is  
authorized to process to approve the use of \$12.50 funds.

**SECTION 3:** A copy of said Interlocal Agreement is attached hereto and  
made a part of this Resolution.

**SECTION 4:** The Mayor and City Clerk are authorized to sign said  
Interlocal Agreement on behalf of the City.

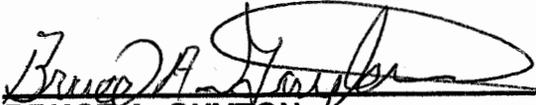
**SECTION 4:** This resolution shall take effect upon its passage and  
approval by the City Council.

PASSED AND ADOPTED this 20th day of March, 2013.

REMAINDER OF DOCUMENT INTENTIONALLY LEFT BLANK

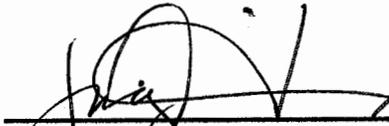
APPROVED:

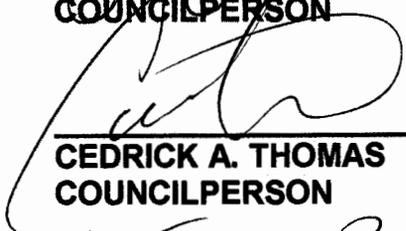
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

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

ATTEST:

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

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

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

  
\_\_\_\_\_  
DAWN S. PARDO  
COUNCILPERSON

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

MOTIONED BY: B. Guyton

SECONDED BY: J. Davis

B. GUYTON aye

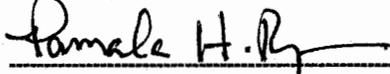
J. DAVIS aye

C. THOMAS aye

D. PARDO out

T. DAVIS aye

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 3/20/13

**R2013-0611**  
**INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into on MAY 21 2013, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and the City of Riviera Beach, a municipal corporation of the State of Florida ("City").

WITNESSETH

WHEREAS, the County and the City are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the County and the City; and

WHEREAS, the County has purchased, designed, installed, and operates a Public Safety Trunked Radio System that supports the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

WHEREAS, the County and the City have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety and general government services; and

WHEREAS, it has been determined to be mutually beneficial to both Parties to execute this Agreement which sets forth the parameters under which the City can directly access the County's Radio System saving the taxpayers money of both the County and the City as well as the opportunity to receive the public safety benefit of interoperability; and

WHEREAS, connection to the County's System through a Municipal Hub is not technically feasible; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately;

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

**SECTION 1: PURPOSE AND DEFINITIONS**

- 1.01. The purpose of this Agreement is to set forth the parameters under which the County will make access to its Public Safety Trunked Radio System ("System") available to the City. This Agreement identifies the conditions of use, the cost of access and on-going use, and the ability of the City to participate in the operational decisions relating to the Public Safety Radio System.

1.02 Definitions

- 1.021 Common Countywide Talk Groups: Talk groups established on the County's communications system that are made available to County agencies, municipalities and other non-County agencies.
- 1.022 City Equipment: Also known as "agency radios," are City owned 800 MHz handheld and mobile radios and control stations that have the ability to be programmed and used on the County's Public Safety Radio System.
- 1.023 Microwave System: A communications system utilizing frequencies in the microwave range to route audio and control signals between sites in a multi-site communications system.
- 1.024 Prime Site: The location of the County's Smartzone™ Controller.
- 1.025 SmartZone Controller: The SmartZone Controller is the central computer that manages and controls the operation of the County's Public Safety Trunked Radio System. The SmartZone Controller manages access to system features, functions, and talk-groups.
- 1.026 System: The Public Safety Trunked Radio System funded, purchased, installed, maintained and owned by the County. The system includes fixed transmitting and receiving equipment, a microwave system for communications between sites, system control and management equipment, dispatch consoles, a SmartZone controller located at the prime site, and other related equipment.
- 1.027 System Administrator: An employee within the Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio System Administrator who is responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

**SECTION 2: ADMINISTRATION OF THE COUNTY'S PUBLIC SAFETY RADIO SYSTEM AND USAGE PROCEDURES**

- 2.01 The Palm Beach County Electronic Services & Security Division is charged with responsibility for administering the System. The Public Safety Radio System Administrator will be the City's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate contact will be made.
- 2.02 The Network Administration Plan as identified in Attachment I, is to identify the general procedures for the management of the System and procedures for input into operating and technical policy development. The plan established the Countywide Radio Steering

Committee (CRSSC), who is responsible for overseeing and implementing the policies and procedures for the County's System

2.021 The CRSSC is supported by User Committees in each discipline utilizing the System. The City shall assign representatives to attend User Committee meeting for each of the law enforcement, fire-rescue, and public works disciplines for which the City has subscriber units programmed on the system. Participants at these meetings will discuss all system maintenance and administration issues. As agreed to by the User Committee members, issues discussed and approved at the meetings shall be forwarded to the Network Administrator and/or the CRSSC for final approval and implementation.

2.03 The City shall follow all policies and standard operating procedures in place at the time of this Agreement, a list of which are included in Attachment 1 as well as those developed in the future and issued to the City by the System Administrator. The City agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the County's System.

### **SECTION 3: PUBLIC SAFETY RADIO AND MICROWAVE SYSTEM MAINTENANCE PROGRAM**

3.01 The County Public Safety Trunked Radio System and Microwave System consists of ten (10) transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the ability to interconnect with co-located County owned dispatch equipment.

3.02 The County will perform routine and preventative maintenance on the System according to its established procedures. This maintenance includes trouble shooting and making all repairs on a 24/7/365 basis as well as performing preventive maintenance on the entire System including, but not limited to, radio and microwave equipment, control/management and alarm systems, towers and equipment shelters and backup power generators and air conditioners. The City will pay the County an annual charge of \$154.00 per unit for maintenance of the System beginning October 1, 2012. The annual cost of maintenance will be reviewed every three (3) years starting January 3, 2003 and may be adjusted for the following fiscal year by notice to the City no later than April 1st, by the County's Facilities Development & Operations Department. In any case, the cost of maintenance to the City shall be equal to that charged to a County Department.

3.03 In the event of termination of this Agreement by County and with no fault of the City, the City shall be reimbursed the pro rata share of maintenance fees based on the date of termination. In the event of termination by the City, no maintenance fees will be reimbursed.

## SECTION 4: CITY RESPONSIBILITIES AND EQUIPMENT

- 4.01 The City's equipment will be 800 MHz mobile, portable, and control station equipment programmed to be used on the County's System. The equipment used will be compatible with Motorola 800 MHz SmartZone communication systems. Equipment other than that manufactured by Motorola shall be approved by the System Administrator prior to purchase by the City. The City will be required to keep its equipment in proper operating condition and the City is solely responsible for maintenance of its radio equipment.
- 4.02 Within 15 days of execution of this Agreement, the City is to provide the County with a single City Representative who is the City's single point of contact for matters relating to this agreement.
- 4.03 Within 15 days of the execution of this Agreement, the City is to provide the County with a list of persons/positions, which are authorized to request programming changes to existing units or new units. No programming will be undertaken by the City until requested and approved in writing by the System Administrator.
- 4.031 The City will only program the Common Talk Groups into its radio that are authorized by the County to the City for its use. The City shall **not** program talk groups of other agencies into its radios without a letter of authorization or a signed agreement from the County. The System Administrator shall be provided with all such authorization letters from cities.
- 4.032 The City will be required to program the Common Countywide Talk Groups which reside on the System for use by the City for interagency communications into its radios. The calling talk groups, in addition to one operational talk-group for the applicable discipline shall be required as a minimum. The City may include Common Talk Groups as necessary to meet their operational requirements. These talk groups shall be in addition to the mutual aid channels required by the Florida Region Plan.
- 4.033 The City may request the use of encryption, but the utilization of such capabilities is only for covert use and not for daily dispatch communications. The County will assign digital ID's in an amount equal to 10% of the City's analog ID allocation. The City will be responsible to provide the County the Digital ID assignments as required by Section 4.07. Should the City require access to the encrypted talk-groups by their dispatch center they will need to allow the "Key Loading" of the City's encryption code into the 800 System by the County or its service provider.
- 4.034 If regionalized "Hub" systems are added to the County's 800 System and if required to maintain capacity on the County System, the City signing this Agreement may be requested to reassign their radios to one of the "Hub" Systems. If the City is requested to be reassigned, the City shall agree to reassign their radios to the Hub providing that the County maintains the equivalent radio coverage within the City and County pays to reprogram the City's radios.

4.04 The City shall receive certain access codes to the County's System and shall be responsible to safeguard the code information from release to unauthorized parties. The City shall be responsible for notifying the System Administrator prior to, or within 2 hours of terminating employees or commercial service providers which had knowledge of the access codes so that the access codes can be modified and the System secured.

4.041 Service staff directly employed by the City shall be considered authorized to receive access and programming codes for the maintenance of the City's radio equipment.

4.042 Commercial service providers are not considered authorized to receive access or programming codes for the County system. Agencies that plan to use commercial services for their subscriber maintenance must include confidentiality requirements in their contracts with the service providers. These requirements must be reviewed and approved (which approval will not be unreasonably withheld) by the System Administrator prior to the City executing its contract with a commercial service provider.

4.05 The City is solely responsible for the performance and the operation of the City equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning City owned equipment, the County will request that the City discontinue use of the specific device until the repairs are completed. The County may, after proper notification and with the concurrence of the CRSCC, disable the equipment from the system after properly notify the City in writing if the device is causing interference to the System. In the case of lost or stolen equipment, the City will notify the System Administrator by e-mail or fax authorizing the System Administrator to disable the equipment. The City will provide the Radio ID number and the serial number of the radio. The System Administrator will advise back via e-mail when the radio has been disabled. A request by the City to re-activate a disabled unit will also be required by e-mail or fax to the System Administrator.

4.06 As of this time, the System does not support the use of roaming, private call, or telephone interconnect. In the future the County may activate some or all of these features should the loading of the System allow. The City will not program these features into the City's radios. If roaming, private call, and/or telephone interconnect are allowed on the System in the future, the City may, at its own expense, reprogram the City's radios. The County will provide an amendment to this Agreement defining the uses and required programming should these features become available on the System.

4.07 The City will be required to provide to the County an initial inventory of the radios that are proposed to be programmed onto the County system. The City will provide the following information to the County:

1. Radio manufacturer and model numbers.
2. Radio serial numbers.
3. Requested aliases to be programmed.

4. List of programming changes requested
5. Talk group required
6. Common talk groups required
7. Other agency talk groups required

The System Administrator will then compile this information and transmit back to the City a matrix of the approved talk groups, aliases, and radio ID numbers prior to the City's radios being programmed into the County's Public Safety Radio System. The City is responsible for adhering to the talk group and radio ID allocations established by the County. The County's talk group and radio ID allocations are on file with the County and available upon request.

- 4.08 Nothing in this Agreement shall represent a commitment by the County or shall be construed as intent by the County to fund any portion of the City's Equipment.

#### **SECTION 5: SYSTEM RENEWAL AND REPLACEMENT FUND**

- 5.01 The County implemented an 800 MHz System Replacement fund ("Replacement Fund"). The purpose of this fund is to provide a structured "savings plan" by which the cost of the equipment renewal and replacement is prorated over the estimated life of the Radio System and paid on an annual basis throughout that life. The Replacement Fund may also be used to expand the system as determined appropriate by the County.
- 5.02 The City shall pay the County \$211.42 per unit per year for the Replacement Fund. The City shall pay the annual Replacement fee beginning October 1, 2012. The annual Replacement Fund contributions may be reviewed every three (3) years starting January 3, 2003 and may be adjusted for the following fiscal year by notice to the City by the County's Facilities & Operations Department issued by April 1<sup>st</sup>. In any case, the cost shall be equal to that charged to a County Department.
- 5.03 In the event of a termination of this Agreement by the City or the County, the City will not be reimbursed for any contributions to the Replacement Fund.

#### **SECTION 6: ONE TIME SYSTEM ACCESS CHARGE**

- 6.01 The City will pay a one-time access charge for each subscriber unit on the system in the amount of \$2089.00 per unit. Each subscriber unit added to the County system will be charged the same amount at the time the unit is programmed for system access. The one-time connection charge may be reviewed every three (3) years starting January 3, 2003 and adjusted for the following fiscal year by notice to the City by the County's Facilities Development & Operations Department issued by April 1<sup>st</sup>. In any case, the cost shall be equal to that charged to a County Department.
- 6.02 In the event of any termination of the agreement, the one-time access charges will not be reimbursed.

## **SECTION 7: ANNUAL BUDGET INFORMATION INFORMATION TO BE PROVIDED**

- 7.01 The County may review and update the fees and charges as identified in Sections 3, 5 and 6 once every three (3) years and transmit same to the City prior to April 1<sup>st</sup> for the following fiscal year beginning October 1<sup>st</sup>. These revised fees and charges will be applicable for the upcoming fiscal year and will automatically become a part of this Agreement on October 1<sup>st</sup> of the applicable year.
- 7.02 The City will be responsible for estimating the number of units which it will have on the system for the upcoming fiscal year and budgeting accordingly based on the fees and charges described in Section 7.01. In order to assist the City, the County will compile a list of the active radios that the City has on the System in the current year and will transmit information described in Section 7.01 for information purposes only. The City shall be responsible for budgeting for any additional radios that it proposes to add to the system in the current fiscal year.

## **SECTION 8: BILLING SCHEDULE**

- 8.01 Each November 15<sup>th</sup>, the County will invoice the City for the number of radios that were on the system as of the prior September 30<sup>th</sup> using the per unit fees and charges described in Sections 3 and 5 of the Agreement. If the effective date of this Agreement is between November 15<sup>th</sup> and September 30<sup>th</sup>, the City will be charged pursuant to Section 8.02.
- 8.02 Any additional radios which the City requests to operate on the system will be charged fees for a full year pursuant to Sections 3 and 5, regardless of the time of the year that the additional unit is programmed into the System.
- 8.03 The County shall prepare and transmit a separate invoice for the one-time access charge pursuant to Section 6 of this Agreement within 10 days of the City's request for subscriber units to be programmed on the System. The City shall pay the one-time access charge at any time prior to October 15<sup>th</sup> of each year, following the effective date of this Agreement.
- 8.04 Upon receipt of any invoice, the City will immediately review same and report any discrepancies to the County within 10 days of receipt. Payment will be due to the County within 30 days of receipt of the invoice (except for invoices issued pursuant to Section 8.03).

The City agrees, and by execution of this Agreement hereby authorizes payment for all delinquent or past due invoices for services, fees or costs relating to direct connect access to the County's Public Safety Radio System. Payment shall be made within 45 days from execution of this Agreement. Payment for all invoices shall be sent to:

Facilities Development & Operations  
Fiscal Manager  
2633 Vista Parkway

West Palm Beach, FL 33411-5603

Attn: 800 MHz Interlocal Agreement # \_\_\_\_\_, Invoice # \_\_\_\_\_

## **SECTION 9: COUNTY RESPONSIBILITIES**

- 9.01 The County shall be responsible for the maintenance and operation of the System. The County shall notify the City Representative in advance of scheduled maintenance which impacts the users of the System and shall respond to emergencies in the time frames and according to the procedures identified. Routine maintenance that affects system coverage and/or capacity shall be attempted to be made during non-peak hours.
- 9.02 The County shall be responsible for all permitting, licensing, and fees associated with the operation of the System.
- 9.03 The County shall be responsible for the management of the Replacement Fund and, through same, responsible for the capital replacement or expansion of System equipment and infrastructure.
- 9.04 The County shall maintain radio coverage within the City's municipal boundaries as described in the contract with Motorola throughout the term of this Agreement except for times of scheduled preventative maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system failures.
- 9.05 The County will provide notifications of system problems and time for system restoration to the City Representative within the time frames identified in Attachment 1.
- 9.06 The County shall be responsible for talk group and fleet mapping management in accordance with the procedures and policies identified herein.

## **SECTION 10: INDEMNIFICATION AND LIABILITY**

The County makes no representations about the design or capabilities of the County's System. The City has decided to enter into this Agreement and use the County's System based on its review of the system design, system coverage, manufacturing and installation details contained in the County's contract with Motorola R98-2006D, dated 12/01/98 and review of any subsequent field measurements and testing data as may exist. The County agrees to use its best efforts to provide the City with the use of the system described in the Agreement, but makes no guarantee as to the continual, uninterrupted use of the radio communications system, or its fitness for the communication needs of the City.

City shall, subject to the limits of liability set forth in Section 768.28, Florida Statutes, indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with : (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any use or lack thereof, of the County's Stems; (ii) use by City, or (iii) any act or omission of City, its agents, contractors, employees or invitees. In case County shall be made a party to any

litigation commenced against City or by City against any third party, then City shall protect and hold harmless and pay all costs and attorneys fees incurred by County in connection with such litigation, any appeals thereof.

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omission, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

Neither the County nor the City shall be liable to each other or for any third party claim, which may arise out of the services provided hereunder or of the radio system itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

The terms and conditions of this Interlocal Agreement incorporate all rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the City waive all remedies, including, but not limited to, consequential and incidental damages.

#### **SECTION 11: OWNERSHIP OF ASSETS**

All assets maintained under Section 4 of this Agreement will remain assets of the City at all times. Parts incorporated into assets owned by City will immediately become a part of the asset and will be the property of the City. All other assets involved in the System will remain the County's, despite the City's financial contribution to their maintenance, renewal and replacement.

#### **SECTION 12: TERM OF AGREEMENT**

The initial term of this Agreement is for five (5) years and shall commence immediately upon execution of this Agreement. The Agreement may be renewed for two (2) additional terms of four (4) years each. At least eight (8) months prior to the expiration of this Agreement's term, the City shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

#### **SECTION 13: AMENDMENTS TO THIS AGREEMENT**

This Agreement may be amended from time to time by written amendment executed by both the Board of County Commissioners and the City Council.

#### **SECTION 14: TERMINATION**

This Agreement may be terminated by either party, with or without cause. Any termination shall be effective only on October 1<sup>st</sup> of any year and shall be with a minimum of six (6) months notice. In the event of termination, repayment of financial contributions, made by the City to the County System will be made according to the applicable sections of this Agreement.

#### **SECTION 15: ANNUAL BUDGET APPROPRIATIONS**

The County's and City's performance and obligations to pay pursuant to this Agreement are contingent upon annual appropriation for its purpose by the Board of County Commissioners and the City Council.

#### **SECTION 16: NOTICES**

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator  
301 North Olive Avenue  
West Palm Beach, FL 33401

Director, Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603

With a copy to:

Radio System Administrator  
2601 Vista Parkway  
West Palm Beach, FL 33411

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

As to the City:

City Manager  
City of Riviera Beach  
Riviera Beach, FL 33404

Police Chief  
City of Riviera Beach  
600 W. Blue Heron Blvd.  
Riviera, FL 33404

City Communications Manager  
City of Riviera Beach  
600 W. Blue Heron Blvd.  
Riviera, FL 33404

#### **SECTION 17: APPLICABLE LAW**

This agreement shall be governed by the laws of the State of Florida.

#### **SECTION 18: FILING**

A copy of this Agreement shall be filed with the Clerk & Comptroller, Palm Beach County.

#### **SECTION 19: ENTIRE AGREEMENT**

This Agreement and any Attachments attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between the County and the City concerning the System. All representations, either oral or written, shall be deemed to be merged into this Agreement, except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or City unless reduced to writing and signed by them.

#### **SECTION 20: DELEGATION OF DUTY**

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County's or the City's officers.

#### **SECTION 21: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the

activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**SECTION 22: NO THIRD PARTY BENEFICIARY**

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or City.

(Remainder of the page intentionally left blank)

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

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

By: *Sharon R. Bock*  
Deputy Clerk



R2013-0611 MAY 21 2013

PALM BEACH COUNTY, a  
political subdivision of the State of Florida

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: *James C. Murphy*  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS:

By: *Audrey Wolf* JAC  
Audrey Wolf, Director  
Facilities Development & Operation

ATTEST:

By: *Carrie E. Ward*  
Carrie E. Ward, City Clerk

CITY OF RIVIERA BEACH, a municipal  
corporation of the State of Florida

By: *Thomas Masters*  
Thomas Masters, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: *Pamala H. Ryan*  
Pamala H. Ryan, City Attorney

Attachment I

PALM BEACH COUNTY  
PUBLIC SAFETY RADIO SYSTEM  
POLICIES AND PROCEDURES

June 2002

<u>Policy / Procedure Title</u>	<u>Last Revision Date</u>
1. Countywide Use of 800 MHz System (O.P. # I-01)	Oct. 1, 2001
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)	Oct. 1, 2001
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)	Oct. 1, 2001
4. Emergency Medical Communications (O.P. # I-06)	Oct. 1, 2001
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)	Oct. 1, 2001
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)	Oct. 1, 2001
7. Network Maintenance and Administration Plan	June 6, 2002

RESOLUTION NO. 28-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING FUNDS FROM PALM BEACH COUNTY 911 EMERGENCY MANAGEMENT IN THE AMOUNT OF \$105,252 TO PROVIDE FOR A GRANT REIMBURSEMENT OF PUBLIC SAFETY ANSWERING POINT (PSAP) OPERATIONS; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO INCREASE THE 2013-2014 911 GRANT BUDGET FOR THE SAME; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach has received a Reimbursement Grant from Palm Beach county 911 Emergency Management in the amount of \$105,252; and

**WHEREAS**, the City Council of the City of Riviera Beach, Florida, accept the funds from the Palm Beach County 911 Emergency Management in the amount of \$105,252.

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

**SECTION 1:** The funds in the amount of \$105,252 from the Palm Beach 911 Emergency Management grant fund are hereby accepted.

**SECTION 2:** That the Director of Finance and Administrative Services is authorized to increase the 2013-2014 911 Grant budget in the amount of \$105,252 as follows:

<u>Revenue</u>	<u>Amount</u>
124-00-331293 911 Fund	\$105,252

<u>Expenditures</u>	<u>Amount</u>
124-0819-521-0-1201	\$ 73,965
124-0819-521-0-3401	\$ 8,230
124-0819-521-0-5201	\$ 23,057

**RESOLUTION NO. 28-13**  
**PAGE 2**

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

**PASSED and APPROVED** this 20th day of March, 2013

**[The remainder of this page was intentionally left blank.]**

APPROVED:

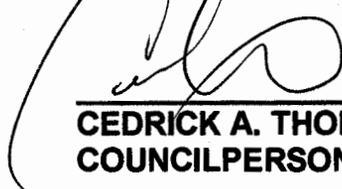
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

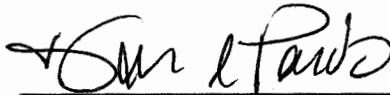
  
\_\_\_\_\_  
BRUCE A. GUYTON  
COUNCILPERSON

ATTEST:

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

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

  
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CEDRICK A. THOMAS  
COUNCILPERSON

  
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DAWN S. PARDO  
COUNCILPERSON

  
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TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: B. Guyton

SECONDED BY: J. Davis

B. GUYTON aye

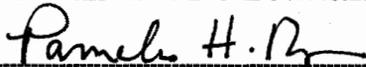
J. DAVIS aye

C. THOMAS aye

D. PARDO out

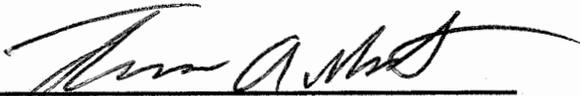
T. DAVIS aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
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PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/20/13

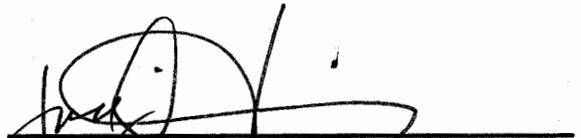
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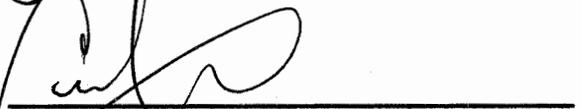
  
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THOMAS A. MASTERS  
MAYOR

  
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BRUCE A. GUYTON  
COUNCILPERSON

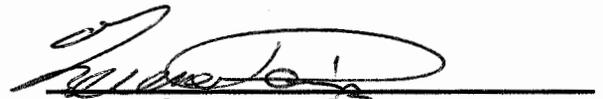
ATTEST:

  
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CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
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JUDY L. DAVIS  
COUNCILPERSON

  
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MOTIONED BY: B. Guyton

SECONDED BY: J. Davis

B. GUYTON aye

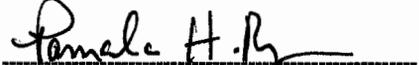
J. DAVIS aye

C. THOMAS aye

D. PARDO out

T. DAVIS aye

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 3/20/13

**MJ PHOTOCOPY ENTERPRISES, INC.  
MANAGEMENT AND SERVICE AGREEMENT**

**THIS MANAGEMENT AND SERVICE AGREEMENT** ("Agreement") is made and entered into this 1<sup>st</sup> of March 2013, by and between MJ PHOTOCOPY ENTERPRISES, INC. (hereinafter "MJP"), 12494 NW 38 Ave., Opa-Locka, Florida 33054 and the CITY OF RIVIERA BEACH located at 600 West Blue Heron Blvd., Riviera Beach, Florida 33404 (hereinafter the "CITY"), with Library premises at 600 West Blue Heron Blvd., Riviera Beach, Florida 33404.

**WHEREAS**, On April 1, 2010 the CITY OF RIVIERA BEACH agreed to and accepted installation of two (2) coin-operated Network Print Manager Release Stations and one (1) coin-operated Copier as well as other related equipment (collectively the "Equipment") by MJP, at the CITY Library location described in Exhibit "A"; and

**WHEREAS**, that the April 2010 agreement was for a three (3) year term and expires on March 1, 2013; and

**WHEREAS**, the CITY OF RIVIERA BEACH has agreed to the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, accepted and agreed to, the parties intending to be legally bound, hereby agree as follows:

1. During the term hereof, as hereinafter defined, the CITY grants to MJP the right to operate and maintain the Equipment in the designated facilities and locations listed and identified on Exhibit "A" attached hereto and made a part hereof (the "Premises"). The CITY shall continue to provide appropriate space and facilities for the Equipment together with electrical outlets at the Premises on Exhibit "A", all of which the CITY shall maintain in good repair. The CITY agrees that it will exercise reasonable care to prevent any person from removing, tampering with or otherwise damaging the Equipment. The parties acknowledge, however, that MJP assumes full responsibility for all damage to equipment in accordance with section 6 below. It is agreed and understood that MJP is an independent contractor and retains sole ownership and control of the Equipment.
2. Unless otherwise noted on Exhibit "A," MJP will provide a complete service program to the CITY at the Library Premises, without charge, including supplying all paper, toner, parts and service for all of the Equipment. The CITY agrees that all of the supplies and materials will be used solely for the Equipment.
3. The term of the Agreement will be three (3) years commencing as of the date hereof and terminating thereafter ("Term"). Notwithstanding the termination, all payments and commission due hereunder prior to the termination shall be paid in accordance with the provisions hereof. Further, the CITY shall have the right to terminate the Agreement with or without cause at its convenience upon ten (10) days notice to MJP at which time MJP shall promptly remove all Equipment from the Premises.
4. MJP will collect all revenue from the Equipment. MJP will pay to the CITY the commission and any other charges, if any, listed on Exhibit "A". Said commissions will be paid based on the Equipment's meter readings. No commissions will be paid on administrative, free or service copies. All commissions will be paid on a quarterly basis within thirty (30) days following the end of the applicable calendar quarter. MJP will provide a written report to the CITY with commission payment detailing meter readings, and a summary of copy usage including coin, card, administrative, and service copies (if applicable). The CITY may verify meter readings with MJP at the end of any quarterly period. MJP and the CITY shall mutually determine, from time to time, the vend price to be charged, and the CITY agrees that

it will not unreasonably withhold, delay or condition its consent to a vend price increase that is based on increased costs incurred by MJP.

5. Subject to conditions beyond its control, MJP agrees to keep its Equipment in good repair and working condition. Response time to service calls will be four (4) working hours or less. The CITY Library Staff will be responsible for loading paper and toner, clearing minor paper jams and notifying MJP as soon as possible in the event of a problem or malfunction of the Equipment.
6. MJP agrees to assume full responsibility for the Equipment in case of fire, theft, vandalism or other damage. MJP agrees to furnish evidence of insurance, naming the CITY as an additional insured, as follows:

Bodily Injury and Property Damage  
\$1,000,000 Combined Single Limit  
Including Product Liability  
Personal Injury \$1,000,000

The CITY shall be promptly notified of any changes or cancellation of such insurance.

7. In addition to the termination section provided in section 3, it is agreed and understood that the CITY shall have the right to cancel this Agreement if an "Event of Default" occurs. An Event of Default means a petition by MJP or an involuntary petition into bankruptcy, or to be declared bankrupt or insolvent, or the failure of MJ PHOTOCOPY to maintain the Equipment as required by this Agreement, or the failure of MJP to perform any requirements of this Agreement, and such failure for any or all of the above listed conditions continues for more than thirty (30) calendar days after receipt of written notice (the "Notice") from the CITY to correct the conditions(s) therein specified. Upon receipt of Notice, MJP shall forthwith endeavor to correct the noticed conditions and shall notify the CITY of the corrective action taken, and upon completion of the corrective action, the Notice shall be deemed satisfied and the Event of Default cured.
8. Any Notice to be given hereunder by either Party to the other must be in writing and may be effective either by personal delivery or by certified mail, postage prepaid with return receipt requested. Mailed or delivered Notices shall be addressed to the Parties at the addresses appearing on the first page and if given to MJP, shall be addressed Attention: President and if given to CITY, shall be addressed to the CITY Manager. Notices delivered personally shall be deemed communicated as of the actual receipt thereof; mailed Notices shall be deemed communicated and received five (5) days after the proper mailing of the same.
9. This Agreement shall be governed by and construed under the laws of the State of Florida. The invalidity or enforceability of a particular provision of the Agreement shall not affect the enforceability of any other provision hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
10. This Agreement and Exhibit "A" contain the entire agreement of the Parties hereto and supersede any and all prior agreements, oral or written, and negotiations between said Parties regarding the subject matter herein contained. This Agreement may not be amended or modified except by an instrument in writing signed by the party against whom enforcement or any such provision or amendment is sought. This Agreement shall be binding upon and inure to the benefits of the Parties hereto and the respective successors, assigns, heirs, administrators and legal representatives. This Agreement may be assigned by MJP to its financing source(s), for the purpose of securing financing.

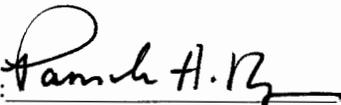
11. All parties shall be responsible for their own attorney's fees, court costs and expenses. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement.
12. By signing this Agreement the Sales Manager, Alfredo L. Milanes, represents and warrants that he has the full power, authority and legal right to execute and deliver this Agreement on behalf of MJP.

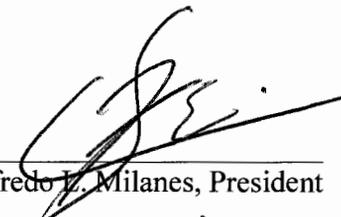
**IN WITNESS WHEREOF**, the Parties to this Agreement have executed it by and through their duty authorized representatives, under seal, as of the day and year written below.

**CITY OF RIVIERA BEACH**

**MJP (MJ Photocopy Enterprises, Inc.)**

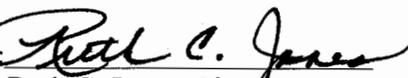
Approved as to Legal Sufficiency

BY:   
Pamala H. Ryan, City Attorney

BY:   
Alfredo L. Milanes, President

Date 4/8/13

Date: 4/22/13

BY:   
Ruth C. Jones, City Manager

Date 4-9-13

## EXHIBIT "A"

1. **Customer:** CITY OF RIVIERA BEACH  
600 West Blue Heron Blvd., RIVIERA BEACH FL 33404
2. **Term:** Three (3) Years – March 1, 2013 through March 1, 2016
3. **Premises:** CITY OF RIVIERA BEACH PUBLIC LIBRARY  
600 West Blue Heron Blvd., RIVIERA BEACH FL 33404

**Library Contact:** Cynthia Cobb, Library Director  
Tel: (561) 845-4195  
Fax: (561) 881-7318

#### 4. **Listing of Equipment**

##### **(2) Network Print Manager Release Station that includes:**

- Two (2) coin/bills operated Print Release Station at the busiest location in the Library compatible with existing Library Network capable of accepting \$1(one dollar) bills and the new version of the \$5, \$10 (five & ten-dollar) bills.
- Two (2) Black/White & Color Laser Jet Printers (HP-4700), one per Library location (Upstairs and Downstairs) connected to the release stations.
- One (1) Print Management Application (PaperCutMF) to manage and control output printing from the Library Workstations
- Two (2) Computers Systems fully loaded with Key Board, Mouse, CPU and Monitors to support the two print release stations.

##### **(1) Coin Operated Copy Machine that includes:**

- One (1) coin/bill operated Copier Station in the Library Premises capable of accepting \$1(one dollar) bills and the new version of the \$5 (five-dollar) bills.
- One (1) Black and White Digital Laser Copier Sharp AR-M277 at this location.

#### 5. **End-User Vend Pricing:**

- Coin vend price at the Print Station will be **\$.15** per Black and White prints and **\$.50** for Color Prints for letter/Legal size paper.
- Coin vend price at the Copier Station will be **\$.15** per Black and White copies for letter/Legal size paper.

#### 6. **Administrative or By-Pass Copies:**

MJP will allow the CITY (Library Staff) 300 free administrative B/W prints quarterly at each location via account-login. Administrative copies made in excess of the quarterly allowance will be charged at \$.05 per B/W prints.

#### 7. **Commission:**

MJP will pay the CITY a Commission of 10% (Ten percent) in accordance with the following terms on the vending amount collected out of all Stations Vending Towers net of sales tax. No commission will be paid on service or administrative copies.

- Minimum required for **Multiple System** Commission: Gross Revenue of \$2500.00/ Year  
**Note:** MJP collection revenue for the library must meet the amount of \$625.00/quarter in order to qualify for commission; however the commission is calculated from the full revenue collected.

8. **Other:**

- A. MJP has the right to remove all equipment if other vended equipment is placed within the Premises
- B. MJP agrees to indemnify and hold the CITY harmless from any and all claims, suits, actions, damages, causes of action, or attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of, or as a result of the performance of services provided pursuant to this Agreement, or as a result of the negligence of any of MJP's employees, agents, or assigns. Nothing contained herein shall be construed as a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Fla. Stat.
- C. The CITY of RIVIERA BEACH will provide one (1) copy of Microsoft Windows Server 2008 license for the print server and all necessary power outlets and network connections to support the MJP equipment. The CITY retains ownership of the server OS license and upon termination of services said license will be retained by the CITY.

**List of Hardware/Software required from the CITY:**

- One (1) Windows Server 2008 license for PRS1
  - One (1) Windows XP professional license for PRS2
  - Two (2) Antivirus Software Licenses for PRS1 and PRS2
  - Two (2) Network Drops for PRS1 and PRS2
  - One (1) Power Outlet (20 Amp minimum) for PRS1 and PRS2
  - One (1) Power Outlet (20 Amp minimum) for Copier Station
- D. MJP agrees that neither the CITY nor the LIBRARY is responsible for providing any other item that is not listed in this agreement.

RESOLUTION NO. 30-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ADOPTING AN ETHICS TRAINING POLICY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** Palm Beach County has mandated all municipalities provide Code of Ethics training to all employees; i.e. elected officials, advisory board members, regular, temporary and part-time employees; and

**WHEREAS,** The City has been certified that all employees concerning the Palm Beach County Code of Ethics have been trained and a process has been established to train future employees; and

**WHEREAS,** The County has also mandated that all municipalities create a Code of Ethics Policy; and

**WHEREAS,** Attached hereto is the proposed Ethics Training Policy for City Council approval.

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

**SECTION 1.** That the Ethics Training Policy attached hereto, is hereby adopted by the City Council.

**SECTION 2.** That this resolution shall take effect upon its passage and approval.

**PASSED AND APPROVED this 20th DAY OF March 2013.**

APPROVED:

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

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

ATTEST:

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

  
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JUDY L. DAVIS  
COUNCILPERSON

  
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CEDRICK A. THOMAS  
COUNCILPERSON

  
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DAWN S. PARDO  
COUNCILPERSON

  
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TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: B. Guyton

SECONDED BY: J. Davis

B. GUYTON aye

J. DAVIS aye

C. THOMAS aye

D. PARDO out

T. DAVIS aye

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 3/20/13

RESOLUTION NO. 31-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF COLETTE O'NEILL V. THE CITY OF RIVIERA BEACH, LIEUTENANT RENO WELLS, INDIVIDUALLY AND AS LIEUTENANT FOR THE CITY OF RIVIERA BEACH AND SERGEANT JOSHUA LEWIS, INDIVIDUALLY AND AS SERGEANT FOR THE CITY OF RIVIERA BEACH, CASE NO.: 502012CA00080XXXXMB AF IN THE TOTAL AMOUNT OF \$45,000; AUTHORIZING GALLAGHER BASSETT TO MAKE PAYMENT ON BEHALF OF THE CITY AFTER RECEIVING A GENERAL RELEASE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Plaintiff, Collette O'Neill, was involved in an incident at her home on December 27, 2009, with City of Riviera Beach police officers which resulted in Ms. O'Neill's arrest; and

**WHEREAS**, although Ms. Collette was charged with aggravated battery on a law enforcement officer and resisting arrest with violence, the state attorney's office dismissed said charges; and

**WHEREAS**, in January 2012, Ms. O'Neill filed a lawsuit against the City and the officers in their official and individual capacities, seeking damages for the pain and suffering caused to her during the December 2009 incident; and

**WHEREAS**, after mediating the matter, the parties have tentatively agreed to settle the case for \$45,000, pending City Council approval.

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

**SECTION 1.** That settlement in the matter of *Colette O'Neill f/k/a Colette Spears v. City of Riviera Beach, Lieutenant Reno Wells, individually and as Lieutenant for the City of Riviera Beach; and Sergeant Joshua Lewis, individually and as Sergeant for the City of Riviera Beach, Case No.: 50 2012CA000804XXXXMB AF* is hereby approved in the total amount of \$45,000, which includes attorneys fees and costs.

**SECTION 2.** That Gallagher Bassett Services is authorized to make payment on behalf of the City, after receiving a general release from Ms. O'Neill.

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

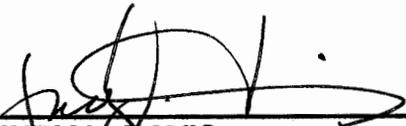
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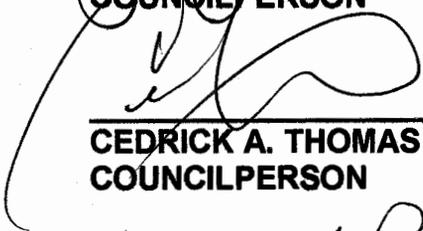
  
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THOMAS A. MASTERS  
MAYOR

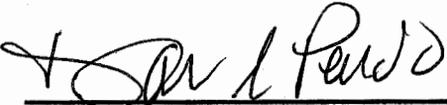
  
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BRUCE A. GUYTON  
COUNCILPERSON

ATTEST:

  
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MASTER MUNICIPAL CLERK  
CITY CLERK

  
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JUDY L. DAVIS  
COUNCILPERSON

  
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CEDRICK A. THOMAS  
COUNCILPERSON

  
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COUNCILPERSON

  
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TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: B. Guyton

SECONDED BY: J. Davis

B. GUYTON aye

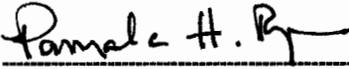
J. DAVIS aye

C. THOMAS aye

D. PARDO out

T. DAVIS aye

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 3/20/13

**RESOLUTION NO. 32-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO SEND A WRITTEN REQUEST TO THE GOVERNOR AND SECRETARY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION, REQUESTING THAT THEY REEVALUATE NOISE MITIGATION STRATEGIES ALONG STATE ROAD 710, ALSO KNOWN AS DR. MARTIN LUTHER KING JR. BOULEVARD; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, State Road 710, also known as Dr. Martin Luther King Jr. Highway (SR 710), is a principle arterial roadway within the City; and

**WHEREAS**, SR 710, provides interconnectivity to a mixture of residential, commercial and industrial uses; and

**WHEREAS**, SR 710, provides direct access to the Port of Palm Beach (Port), serving as the primary trucking route to the Port; and

**WHEREAS**, the Florida Department of Transportation (FDOT) is currently expanding SR 710, to ensure that an adequate Level of Service is maintained on this roadway; and

**WHEREAS**, FDOT has acquired residential, commercial and industrial property along the SR 710 corridor in order to accommodate the aforementioned SR 710 roadway expansion project; and

**WHEREAS**, FDOT's property acquisition along the SR 710 corridor has impacted multiple neighborhoods and many residents, property owners, and stakeholders; and

**WHEREAS**, said property acquisition and associated demolition has exposed many single family houses directly to SR 710, which previously abutted and were screened by other residences; and

**WHEREAS**, there is great community anxiety concerning elevated noise levels during the day and especially at night and early morning hours, associated with the SR710 expansion and related heavy truck traffic; and

**WHEREAS**, analysis of the past, present and projected decibel levels during night-time and early morning time periods have not been provided to the City or our stakeholders; and

**WHEREAS**, future Port growth, inland port development and improving economic conditions globally, will certainly increase truck traffic along the SR 710 corridor over the next twenty (20) years, resulting in continuous truck traffic noise throughout the day and night; and

**WHEREAS**, the City requests that FDOT pursue any and all mitigation techniques available, including but not limited to the construction of a sound attenuating wall, in order to protect our neighborhoods from additional impacts, specifically noise related, stemming from the SR 710 project.

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

**SECTION 1.** The City Council requests and authorizes the Mayor to send a written request to the Governor and Secretary of the Florida Department of Transportation, requesting that they reevaluate and pursue noise mitigation techniques, including but not limited to, the construction of a sound attenuating wall within the SR 710 corridor.

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

**PASSED and APPROVED this 20<sup>th</sup> day of March, 2013.**

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APPROVED:

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

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

ATTEST:

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

  
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JUDY L. DAVIS  
COUNCILPERSON

  
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CEDRICK A. THOMAS  
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TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: B. Guyton

SECONDED BY: J. Davis

B. GUYTON aye

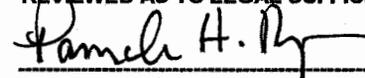
J. DAVIS aye

C. THOMAS aye

D. PARDO out

T. DAVIS aye

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 3/20/13

RESOLUTION NO. 33-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR \$1,000,000 FOR REMEDIATION FOR CONSTRUCTION OF PHASE B SOUTH END OF THE MARINA, UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM; AND UPON NOTIFICATION OF AWARD, ACCEPT THE GRANT AND AUTHORIZE THE DIRECTOR OF FINANCE AND ADMINISTRATION TO ESTABLISH THE BUDGET; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The City of Riviera Beach ("City") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the City is interested in carrying out the following described project for the enjoyment of the citizens of Riviera Beach and the State of Florida:

**Project Title:** Municipal Marina Remediation Construction Phase B

**Total Estimated Cost:** \$1,000,000

**Total Cost of Project:** \$5,183,648

**Brief Description of Project:** This marina construction project includes construction of replacement of the southern portion of the Marina including floating docks and utilities, fuel line and facilities, project management and engineering.

**WHEREAS**, the City again has an opportunity to apply for an additional grant for \$1,000,000, which is due April 1, 2013; and

**WHEREAS**, Florida Inland Navigation District financial assistance is required for the program described above.

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

**SECTION 1.** The City Council authorizes the City Manager to submit an additional grant application to the Florida Inland Navigation District in the amount of \$1,000,000 – toward the total cost of the project.

**SECTION 2.** The City Council authorizes the Director of Finance and Administration to establish the budget.

**SECTION 3.** The City of Riviera Beach certifies to the following:

1. That it will accept the terms and conditions set forth in FIND rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the proposal.
2. That it is in complete accord with the proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications thereto unless prior approval for any change has been received from FIND.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of the said City of Riviera Beach for public use.
4. That it will not discriminate against any person based on race, color or national origin in the use of said property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, BI 88.352 (1964) and design and construct the facilities to comply with statutes relating to accessibility by handicapped persons, as well as, other federal, state and local laws, rules and requirements.
5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.
6. That it will make available to FIND, if requested, a post audit of expenses incurred on the project prior to, or in conjunction with, request for the final reimbursement agreed to by FIND.

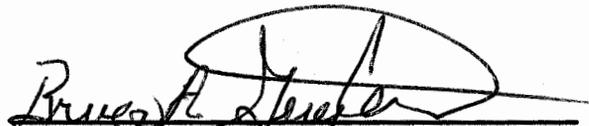
**SECTION 4.** That City Council approves JH Sprague Consulting, LLC, to prepare the FIND grant application and represent the City of Riviera Beach at required meetings under the existing contract at no additional cost to the city.

**SECTION 5.** This resolution shall take effect immediately upon its approval.

**PASSED and APPROVED this 20th day of March, 2013.**

APPROVED:

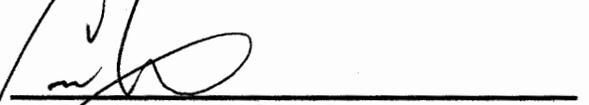
  
THOMAS A. MASTERS  
MAYOR

  
BRUCE A. GUYTON  
COUNCILPERSON

ATTEST:

  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
DAWN S. PARDO  
COUNCILPERSON

  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: B. Guyton

SECONDED BY: J. Davis

B. GUYTON aye

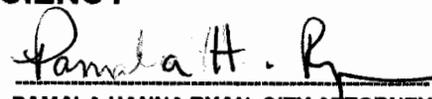
J. DAVIS aye

C. THOMAS aye

D. PARDO out

T. DAVIS aye

REVIEWED AS TO LEGAL  
SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

RESOLUTION NO. 34-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION IN THE AMOUNT OF \$398,000.00 UNDER THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FLORIDA BOATING IMPROVEMENT PROGRAM FOR MUNICIPAL MARINA REPLACEMENT PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO ESTABLISH A BUDGET FOR THE SAME; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, The City of Riviera Beach ("City") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the City is interested in carrying out the following described project for the enjoyment of the citizens of Riviera Beach and the State of Florida as follows:

**Project Title:** Municipal Marina Replacement Construction Phase 2

**Total Estimated Cost:** \$5,700,000

**Brief Description of Project:** The project includes construction of new floating dock C and utilities for dock C which is part of the southern portion of the marina which will provide marginal dockage as well as slips.

**WHEREAS**, The Florida Fish and Wildlife Commission's (FWC) financial assistance is required for the program described above.

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

**SECTION 1.** The City Council authorizes the submittal of a FBIP grant application to the Florida Fish and Wildlife Commission in the amount of \$398,000 of the actual cost of the project due April 4, 2013.

**SECTION 2.** The City of Riviera Beach certifies to the following:

1. That it will accept the terms and conditions set forth in Florida Fish and Wildlife Commission; Florida Boating Improvement Program Rule 68-1.003(9) F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the proposal.
2. That it is in complete accord with the proposal and that it will carry out the project in the manner described in the proposal and any plans and specifications thereto unless prior approval for any change has been received from the Commission.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of the said City of Riviera Beach for public use.
4. That it will not discriminate against any person based on race, color or national origin in the use of said property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, BI 88.352 (1964) and design and construct the facilities to comply with statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.
5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.
6. That it will make available to the Commission if requested, a post audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by the Commission.

**SECTION 3.** That City Council approves JH Sprague Consulting, LLC, to prepare the FWC FBIP grant application and represent the City of Riviera Beach at required meetings under the existing contract at no additional cost to the city.

**SECTION 4.** This resolution shall take effect upon its passage and approval by the City Council.

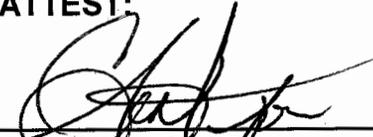
**PASSED and APPROVED this** 20TH **day of** MARCH, **2013.**

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

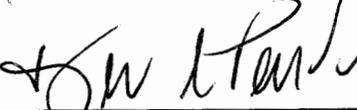
  
BRUCE A. GUYTON  
COUNCILPERSON

ATTEST:

  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
DAWN S. PARDO  
COUNCILPERSON

  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

B. GUYTON AYE

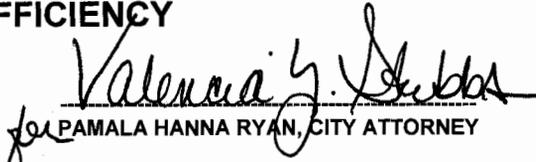
J. DAVIS AYE

C. THOMAS AYE

D. PARDO OUT

T. DAVIS AYE

REVIEWED AS TO LEGAL  
SUFFICIENCY

  
for PAMALA HANNA RYAN, CITY ATTORNEY

RESOLUTION NO. 35-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SETTLEMENT AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH, FLORIDA, PALM BEACH COUNTY AND SOLITRON DEVICES, INC., A FLORIDA CORPORATION WITH SOLITRON PAYING THE CITY OF RIVIERA BEACH A LUMP SUM AMOUNT OF \$82,000; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO PLACE THE FUNDS IN THE GENERAL FUND; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in the early 1990s Solitron filed for reorganization in the Bankruptcy Court for the Southern District of Florida (Case No. 92-30190-BKC-RAM) and the Court approved payment to the City of Riviera Beach in the aggregate amount of \$204,166.67 to be paid in quarterly payments of \$1,046.49 (the "Installment Payment Obligation"); and

**WHEREAS**, the first payment was made on June 30, 1995 and quarterly payments have been made since leaving an outstanding balance of \$133,599.88; and

**WHEREAS**, the parties have agreed that in consideration of a lump sum payment of \$82,000.00, the Installment Payment Obligation will be terminated and shall be deemed fully satisfied upon the terms and conditions provided in the Settlement Agreement.

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

**SECTION 1.** The City Council approves the Settlement Agreement between the City of Riviera Beach, Palm Beach County and Solitron Devices, Inc., a Florida Corporation, attached hereto

**SECTION 2.** That the Finance Department is authorized to place the funds in the General Fund.

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

**PASSED AND APPROVED THIS 3RD DAY OF APRIL, 2013.**

RESOLUTION NO. 35-13

PAGE 2

APPROVED:



**THOMAS A. MASTERS**  
MAYOR

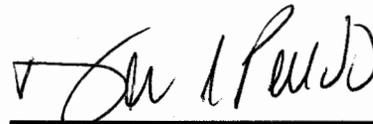


**CEDRICK A. THOMAS**  
CHAIRPERSON

ATTEST:



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



**DAWN S. PARDO**  
CHAIR PRO TEM



**BRUCE A. GUYTON**  
COUNCILPERSON



**JUDY L. DAVIS**  
COUNCILPERSON



**TERENCE D. DAVIS**  
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: D. PARDO

B. GUYTON AYE

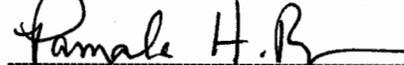
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/3/13

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into as of the 30<sup>th</sup> day of April, 2013, by and between the CITY OF RIVIERA BEACH, a municipality in Palm Beach County, Florida (the "City") and SOLITRON DEVICES, INC., a Florida corporation ("Solitron").

### WITNESSETH:

WHEREAS, in the early 1990s Solitron filed for reorganization in the Bankruptcy Court for the Southern District of Florida (Case No. 92-30190-BKC-RAM) and the Court approved a payment to the City in the aggregate amount of \$204,166.67 to be paid in quarterly payments of \$1,046.49 (the "Installment Payment Obligation"); and

WHEREAS, the first payment was made on June 30, 1995 and quarterly payments have been made since leaving an outstanding balance of \$133,599.88; and

WHEREAS, the parties have agreed that in consideration of a lump sum payment of \$82,000, the Installment Payment Obligation will be terminated and shall be deemed fully satisfied upon the terms and conditions provided below.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, the parties agree as follows:

1. Termination of Installment Payments. In consideration of the payment of the lump sum provided in paragraph 2, the Installment Payment Obligation shall be terminated and deemed fully satisfied.

2. Payment. Upon execution of this Agreement, Solitron shall pay in full to the City the sum of \$82,000.

3. Due Authorization and Enforceability. Each party represents and warrants to the other that this Agreement has been duly and validly authorized and constitutes the legal, valid and binding obligation of the parties enforceable against it by the other party.

4. Miscellaneous.

a. Governing Law; Venue. This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida. Any action brought by either party against the other arising out of this Agreement shall be brought only in the state court in Palm Beach County, State of Florida.

b. Entire Agreement. This Agreement contains all of the terms, promises, covenants and conditions made by or entered into by and between the parties with regard to the subject matter hereof and supercedes all prior discussions and agreements with regard thereto, whether written or oral.

c. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and Solitron have caused this Agreement to be executed on the proper authority as of the date first above written.

CITY OF RIVIERA BEACH

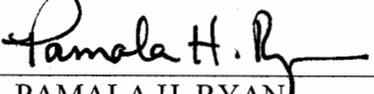
SOLITRON DEVICES, INC.

BY:   
THOMAS A. MASTERS  
MAYOR

BY:   
SHEVACH SARAF  
CHAIRMAN AND PRESIDENT

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
PAMALA H. RYAN  
CITY ATTORNEY

DATE: 4/3/13

RESOLUTION NO. 36-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY AND JORDAN, JONES AND GOULDING (NOW KNOWN AS JACOBS ENGINEERING) WAIVING FEES OWED BY THE CITY TO JACOBS FOR POST DESIGN SERVICES RELATED TO THE STATE ROAD A1A PROJECT IN THE AMOUNT OF \$216,286.61; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State Road A1A project was designed by the engineering firm Jordan, Jones and Goulding (JJG) now known as Jacobs Engineering; and

WHEREAS, conflict issues were encountered that required Jacobs (JJG) to perform additional design services (post design) after construction had commenced; and

WHEREAS, the City was of the opinion that the post design services should have been done free of charge since there was a chance that the conflicts in question could have been avoided; and

WHEREAS, Jacobs (JJG) has agreed to waive the fees that were originally charged to the City for post design services in the sum of \$40,218.35 and to further release the City for unbilled fees in the amount of \$176,068.26 for a total of \$216,286.61.

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

**SECTION 1.** The City Council hereby accepts the agreement for fee waiver from Jacobs (JJG) in the amount of \$216,286.61 for post design services.

**SECTION 2.** The Mayor and City Clerk are authorized to execute the Waiver Agreement.

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

PASSED and APPROVED this 3RD day of APRIL, 2013.

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

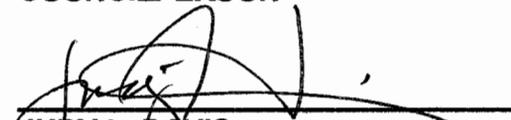
  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
DAWN S. PARDO  
CHAIR PRO TEM

  
BRUCE A. GUYTON  
COUNCILPERSON

  
JUDY L. DAVIS  
COUNCILPERSON

  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: D. PARDO

B. GUYTON AYE

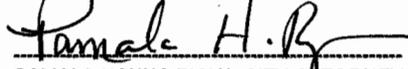
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/3/13

## RELEASE AND SETTLEMENT AGREEMENT

This Settlement Agreement between **Jacobs Engineering Group Inc.**, as successor in interest to Jordan Jones and Goulding, Inc. (collectively "Jacobs"), and the **City of Riviera Beach, Florida**, a municipal corporation of the State of Florida, ("City") entered into on this 3rd day of April, 2013, is a negotiated settlement for the purposes as set forth below.

WHEREAS, Jacobs entered into a contract with the City on October 18, 2006 (the "Agreement"), whereby Jacobs was to perform certain professional engineering services as requested by the City; and

WHEREAS, The City, by way of a written Notice to Proceed issued on August 6, 2007 (the "NTP"), requested that Jacobs perform certain professional engineering services related to the City's State Road A1A Resurfacing and Beautification Improvements program (the "Project"); and

WHEREAS, on or about March 23, 2011, the City was notified by its contractor, H&J Contracting, Inc. (the "Contractor"), of its reservation of rights for delay damages associated with certain conflicts that were found to exist between current City utilities and the proposed landscaping and street lighting improvements proposed for the Project; and

WHEREAS, on or about May 19, 2011, Jacobs, at the request of the City, delivered revised design drawings for the areas affected by the utility conflicts to the City following several meetings to develop a plan to adjust the Project as necessary to resolve the issues; and

WHEREAS, the Contractor subsequently submitted a number of change orders for additional cost and time associated with all the conflict issues and the revised drawings and plans for approval and payment by the City (the "Contractor Claim"); and

WHEREAS, the City's CEI consultant, Target Engineering Group, Inc., also submitted requests for additional CEI services and fees to provide continued services for the additional time requested by the Contractor to complete the Project under the revised drawings and plan (the "CEI Claim"); and

WHEREAS, the City has notified Jacobs of the Contractor Claim and the CEI Claim and requested that Jacobs remit payment for all cost associated with same and any other future costs or damages that may occur due to alleged engineering errors on behalf of Jacobs for failure to address the utilities conflicts as part of its services under the Agreement (the "Dispute"); and

WHEREAS, Jacobs denies the allegations and any responsibility for the Dispute in all respects and has submitted additional invoices for payment for services rendered during the Project, including, services associated with the revised drawings and plan to address the conflicts in the City's utility information; and

WHEREAS, the parties have agreed that it is in their mutual best interests to settle this Dispute and are desirous of resolving their Dispute in an amicable manner and fashion so as to preserve their relationships.

NOW THEREFORE, in consideration of the premises of the parties herein, the foregoing recitals which are incorporated by reference and made a part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Jacobs and the City agree as follows:

1. In consideration for City's agreement to release Jacobs of any and all current or future claims related to the Project and/or the Dispute as provided herein, Jacobs agrees to withdraw the current outstanding invoices due from the City in the amount of \$40,218.35 and to further release the City

from any liability for the balance of the currently unbilled fees for services rendered for the Project in the amount of **\$176,068.26**.

2. Within fifteen (15) days of the execution of this Settlement Agreement, Jacobs shall submit a final change order to the City containing the applicable credits and deductions required to meet the intent of this Agreement. The change order shall be approved and executed by each party as Project documentation only but shall have no effect on the validity or enforceability of this Agreement.
3. In furtherance of the foregoing, the City, including its related and affiliated organizations, employees, agents, executors, administrators and insurers hereby agrees to waive, indemnify, release and forever discharge Jacobs, including its parents, subsidiaries, related and affiliated organizations, and their employees, agents, officers, directors, shareholders, assigns, executors, heirs, administrators and insurers (the "Released Parties") against any and all issues, claims, causes of action, demands, disputes, and right of whatever nature, of any kind, whether known or unknown, that the City has or may have against one or more of the Released Parties, arising in any way out of or associated with any occurrence, event, fact or matter relating to the Dispute and the Project. Such waiver, release and discharge is made by the City in its respective right and for its successors, executors, agents, employees, assigns, subcontractors, material men, suppliers, insurers, and any and all other persons, firms, corporations or other entities who may claim by and through the City. Furthermore, the City shall indemnify, defend and hold Jacobs harmless for and against any and all issues, claims, causes of action, demands, disputes and any and all costs associated with same (including all court costs and reasonable attorney's fees) that may arise as a result of the City's settlement and release of the claims that form the basis of the Dispute.
4. This Settlement Agreement has been entered into for the purpose of resolving a disputed claim and shall not be construed as an admission of any liability or wrongdoing by either party. Each party has availed itself of the advice of legal counsel and has knowingly and voluntarily entered into this Settlement Agreement in consideration for the promises, obligations and rights set forth herein.
5. This Settlement Agreement shall inure to the benefit of the City, Jacobs and their parent, subsidiary, related and affiliated organization and/or companies, and their officers, directors, shareholders, employees, assigns, executors, heirs, administrators and insurers.
6. The Parties agree that they shall keep the terms of this Settlement Agreement strictly confidential and agrees not to disclose the terms to any third party unless required by law.
7. This Settlement Agreement may be signed in counterparts, and each counterpart or set thereof shall be deemed to be a duplicate original.
8. This Settlement Agreement shall be governed by the laws of the State of Florida without giving effect to its conflict of laws, rules or principles.
9. Should any provision of this Settlement Agreement be determined by a court of competent jurisdiction to be invalid, the validity of any of the other provisions hereof shall not be affected thereby. The parties shall replace such invalid provisions by new provisions the contents of which shall approximate the invalid provisions as much as possible.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the date first above written.

City of Riviera Beach, Florida

Jacobs Engineering Group Inc.

Thomas A. Masters  
Thomas A. Masters, Mayor

BY: Stanley J. Rosenblum  
Stanley J. Rosenblum

Carrie E. Ward 4-5-13  
Carrie E. Ward  
Master Municipal Clerk  
City Clerk

Title: Vice President

Attest: Curtis A. Fisher  
Curtis A. Fisher  
Assistant Corporate Secretary

Reviewed As To Legal Sufficiency

Pamala H. Ryan  
Pamala Hanna Ryan, City Attorney



Date: 4/5/13

**RESOLUTION NO. 29-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AGREEMENT BETWEEN MJ PHOTOCOPY ENTERPRISES, INC., AND THE CITY OF RIVIERA BEACH, FLORIDA; FOR THE MANAGEMENT AND SERVICING OF EQUIPMENT MJP INSTALLED IN THE LIBRARY; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO ACCEPT COMMISSION THE LIBRARY RECEIVES QUARTERLY FROM MJP; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Riviera Beach Public Library entered into an agreement with MJ Photocopy (MJP) Enterprises, Inc., on April 1, 2010 to install, manage and service equipment in the Library; and

**WHEREAS**, MJP installed equipment consisting of two (2) coin-operated network print stations and one (1) coin-operated copy machine to be used for library patron's printing and copying needs; and

**WHEREAS**, this equipment work in conjunction with the EnvisionWare PC Reservation software that the Library currently has on its computers; and

**WHEREAS**, MJP provides all necessary maintenance, paper and toner for the equipment at no cost to the City. MJP also collects proceeds from this equipment which the Library receives a quarterly 10% commission of all monies collected; and

**WHEREAS**, the term of the April 2010 agreement was for three (3) years, from March 1, 2010 through March 1, 2013. The Riviera Beach Public Library seek to continue their commitment to successfully provide library patrons with printing and copying services by executing this agreement with MJP for three (3) more years.

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

**SECTION 1.** The City Council authorizes staff to execute this agreement with MJP for three (3) years, commencing March 1, 2013.

**SECTION 2.** The City Council authorizes the Director of Finance and Administrative Services to accept commission the Library receives quarterly from MJP to be deposited into account 001-00-347-101 for the duration of this agreement.

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

**Passed and Approved this 20th day of March, 2013.**

RESOLUTION NO. 37-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FIRST AMENDMENT TO AN INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR THE SINGER ISLAND DUNE RESTORATION PROJECT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The City entered into a long-term (10 year) Interlocal Agreement (R-2012-1597) with Palm Beach County on October 16, 2012 to share the costs for periodic dune restoration to occur on the beach, east of the condominium properties affected by severe beach erosion, from Ocean Reef Park to the northern Riviera Beach City limit; and

**WHEREAS**, the Agreement provided that the City would reimburse the County for 20% of the costs of such periodic routine dune restoration expenses up to an amount not exceeding \$200,000 in any particular fiscal year; and

**WHEREAS**, subsequent to execution of the Agreement, Hurricane Sandy hit the coast of Florida, which caused a significant erosion event beyond the scope of the routine dune restoration the County had planned to perform at the Restoration Area in the fall of 2012; and

**WHEREAS**, to compensate for the sand lost due to Hurricane Sandy, the County was required to place an additional 16,000 cubic yards of sand at the restoration area, which increased the City's 20% share of the project expenses to \$339,000; and

**WHEREAS**, City project costs proposed to exceed \$200,000 within any fiscal year must be approved by City Council via resolution; and

**WHEREAS**, the parties wish to amend the Agreement to provide for compensation to the County for the additional restoration expenses incurred by the County as a result of Hurricane Sandy.

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

**SECTION 1.** That the Mayor and City Clerk are authorized to execute the First Amendment to the Interlocal Agreement with Palm Beach County for the purpose of paying the City's 20% share which is equal to \$339,000 of the Eligible Restoration

**RESOLUTION NO. 37-13**  
**PAGE 2 of 3**

Expenses incurred by the County for the project at the restoration area completed on February 23, 2013.

**SECTION 2.** That the Director of Finance and Administrative Services is authorized to increase the budget from \$200,000 to \$339,000 for fiscal year 2012-13

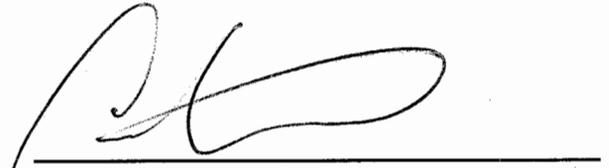
**SECTION 3.** This Resolution shall become effective immediately upon its passage.

PASSED and APPROVED this 3RD day of APRIL, 2013.

\*\*\*\*\*REMAINDER OF PAGE INTENTIONALLY BLANK\*\*\*\*\*

APPROVED:

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

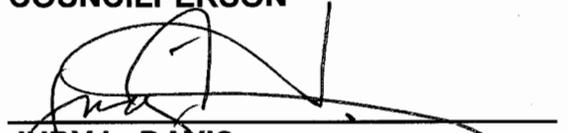
  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

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

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

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

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

  
\_\_\_\_\_  
TERRANCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

B. GUYTON AYE

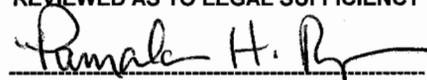
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 3/25/13

**R2013 0618**

**FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT  
BETWEEN  
PALM BEACH COUNTY  
AND  
THE CITY OF RIVIERA BEACH  
FOR  
DUNE RESTORATION**

THIS FIRST AMENDMENT is made and entered into on the \_\_\_\_ day of MAY 21 2013 2013, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "COUNTY") and the CITY OF RIVIERA BEACH, a municipal corporation in the State of Florida, (the "CITY"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, and both being hereinafter referred to collectively as the "parties".

**WITNESSETH**

WHEREAS, on October 16, 2012, the parties entered into an Interlocal Agreement (R-2012-1597) setting forth their desire to cooperatively address periodic routine dune restoration at a portion of the Singer Island Beach referred to in the Agreement as the Restoration Area; and

WHEREAS, the Agreement provided that the City would reimburse the County for 20% of the costs of such periodic routine dune restoration expenses up to an amount not exceeding \$200,000 in any particular fiscal year; and

WHEREAS, subsequent to execution of the Agreement, Hurricane Sandy hit the coast of Florida, which caused a significant erosion event beyond the scope of the routine dune restoration the County had planned to perform at the Restoration Area in the fall of 2012; and

WHEREAS, to compensate for the sand lost due to Hurricane Sandy, the County was required to place an additional 16,000 cubic yards of sand at Restoration Area, which increased the City's 20% share of the project expenses to \$339,000; and

WHEREAS, the parties wish to amend the Agreement to provide for compensation to the County for the additional restoration expenses incurred by the County as a result of Hurricane Sandy.

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

1. The foregoing recitals are true and correct and are incorporated herein.
2. Notwithstanding paragraph 7.A of the Agreement, the City agrees to reimburse the County for 20% of the Eligible Restoration Expenses incurred by the County for the restoration project at the Restoration Area completed on February 23, 2013. The parties recognize that the County incurred total Eligible Restoration Expenses to complete the project in the amount of \$1,695,133, and the City agrees to pay its 20% share of said expenses, which is equal to \$339,000.

3. Paragraph 22 of the Agreement is amended to add the following sentence:

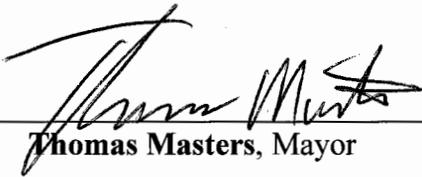
No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the City.

4. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Chair of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the City of Riviera Beach has caused this Agreement to be signed in its

corporate name by its Mayor and its corporate seal to be affixed hereto, attested by its City Clerk, the date and year first above written.

CITY OF RIVIERA BEACH,  
FLORIDA

By:   
Thomas Masters, Mayor

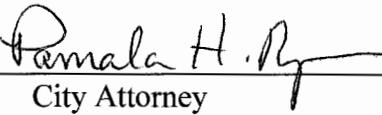
ATTEST:

By:   
City Clerk

DATE: 4-3-13

(Seal)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
City Attorney

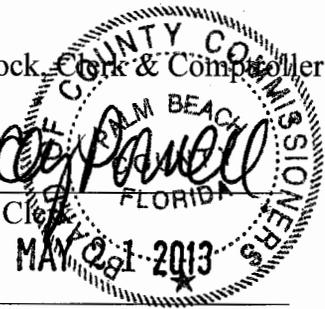
PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By:   
Steven Abrams, Mayor

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By:   
Deputy Clerk

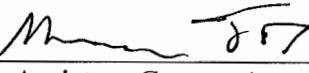


MAY 29 2013

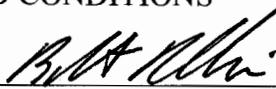
DATE: \_\_\_\_\_

(Seal) R 2013 06 18

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Robert Robbins, Director  
Dept. of Env. Resources Management

**RESOLUTION NO. 38-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LICENSE AGREEMENT WITH THE YACHT HARBOR MANOR PROPERTY OWNERS' ASSOCIATION, INC. (YHMPOA) TO ACCESS CITY OWNED PROPERTY LOCATED IN 1000 BLOCK OF MORSE BLVD. AND IN THE 1200 BLOCK OF SANDY LANE BLVD; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach owns property located at 1000 Block of Morse Blvd. and 1200 Block of Sandy Lane Blvd which is a right of way situated in the City of Riviera Beach; and

**WHEREAS**, Yacht Harbor Manor Property Owners' Association, Inc. (YHMPOA), in an effort to provide improved security measures to the Yacht Harbor Community, desires to install state of the art surveillance security camera technology at the entrance and exit areas; and

**WHEREAS**, YHMPOA has submitted a permit request to install and operate security camera equipment on property owned by the City of Riviera Beach, and have the City provide electrical power to the security camera located at Sandy Lane Island; and

**WHEREAS**, in order to provide the foregoing access to the City owned property, YHMPOA requested an License Agreement with City of Riviera Beach; and

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

**SECTION 1.** That the Mayor and City Clerk are authorized to execute the License Agreement with the Yacht Harbor Manor Property Owners' Association, Inc. (YHMPOA) on behalf of the City of Riviera Beach.

**SECTION 2.** This resolution should take effect immediately upon its passage and approval by the City Council.

APPROVED:

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

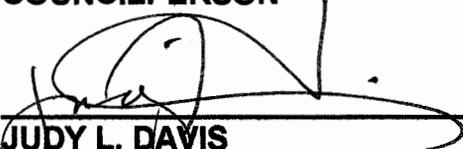
  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

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

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

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

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

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

MOTIONED BY: B. GUYTON

SECONDED BY: D. PARDO

B. GUYTON AYE

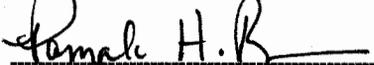
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 4/3/13

## LICENSE AGREEMENT

**THIS AGREEMENT** is made as of the **20th** day of **March, 2013**, by and between the City of Riviera Beach, a municipal corporation existing under the laws of the State of Florida, whose mailing address is 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404 (hereinafter "City" or "Licensor"), and Yacht Harbor Manor Property Owners Association, whose mailing address is **1281 North Ocean Blvd #185, Riviera Beach, FL 33404** (hereinafter "Licensee").

### RECITALS:

**WHEREAS**, the City is the owner of right-of-way located at the entrance of Morse Blvd and North Ocean Blvd., and at Sandy Lane Island near the entrance of the Sugar Sands Community, said property is depicted on **Exhibit "A"**, attached hereto and incorporated herein by this reference (hereinafter "the property"); and

**WHEREAS**, Licensee is requesting permission from the City to install poles and security equipment within the City's right-of-way property which will assist in improving security at Yacht Harbor Manor.

### WITNESSETH:

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

1. **Recitals.** The above Recitals are true and correct and are incorporated herein by this reference.
2. **License.** The City hereby grants to the Licensee the right to install security equipment on the City's property, and maintain the same. The security equipment to be installed must be approved by the police department prior to installation by Licensee. The License shall commence upon issuance of a building permit by the City's Community Development Department and shall expire three (3) years from the date of the issuance, unless otherwise extended by the City Council of the City of Riviera Beach or unless otherwise terminated as provided herein. If not extended, Licensee agrees to remove all equipment from the property within ten (10) days of the Agreement's expiration. Otherwise, Licensee agrees that the City may remove the equipment at a cost to be borne by the Licensee.
3. **Fees, damages and indemnification.**
  - A. **Fees.** Licensee recognizes that it must apply for and receive a building permit to construct the poles to install the security cameras. Licensee agrees to pay for any and all permits.

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

Signed, sealed, and delivered in the presence of:

LICENSEE:

Lyn McCreeary  
Witness  
Print Name: LYN MCCREARY

By: John J. Miller  
Print Name: John J. Miller  
Title: PRESIDENT / H M HOA

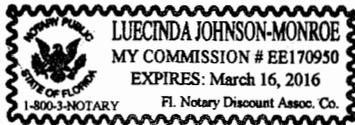
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November, 2013, by John J. Miller, as Customer of the Licensee and Witness: Lyn McCreeary executed the same on behalf of Licensee and is personally known to me or who has produced FL Drivers License as identification.

Luecinda Johnson-Monroe  
NOTARY PUBLIC  
Print Name: Luecinda Johnson-Monroe

My Commission Expires:

(Seal)



ATTEST:

CITY OF RIVIERA BEACH, FLORIDA

BY: Carrie E. Ward  
Carrie E. Ward, MMC, City Clerk

BY: Thomas A. Masters  
Thomas A. Masters, Mayor

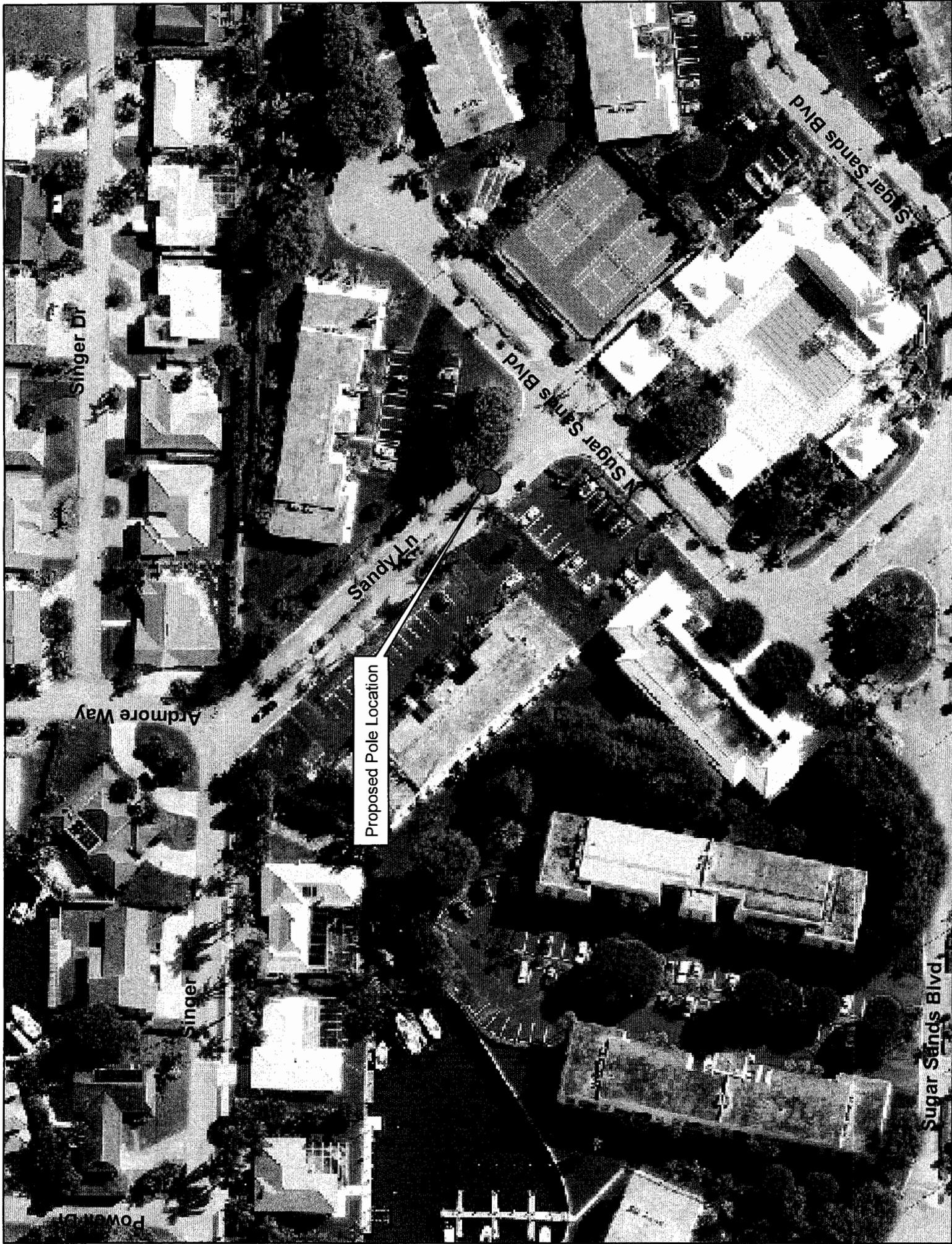
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: Pamala H. Ryan  
Pamala H. Ryan, City Attorney

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION OR MAP**

**Locations:**

- 1. In the 1000 Block of Morse Blvd, Riviera Beach FL in the Morse Blvd Island.**
  
- 2. In the 1200 Block of Sandy Lane Blvd, Riviera Beach FL in the Sandy Lane Island.**



Singer Dr

Ardmore Way

Singer

Sandy Ln

Proposed Pole Location

N Sugar Sands Blvd

Sugar Sands Blvd

Sugar Sands Blvd

Power Dr



N Ocean Dr

Proposed Pole Location

Moise Blvd

Magor Dr

Singer Dr

RESOLUTION NO. 39-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH PALM BEACH COUNTY TO ACCEPT VOUCHERS FROM THE COUNTY'S DROWNING PREVENTION COALITION PROGRAM FOR REDEMPTION FOR PAYMENT OF SWIMMING LESSONS PROVIDED BY PARKS AND RECREATION DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Riviera Beach offers swimming lessons to individuals for a fee; and

**WHEREAS**, the Palm Beach County Drowning Prevention Coalition Program offers vouchers for redemption for such swimming lessons; and

**WHEREAS**, the City of Riviera Beach desires to accept the vouchers redeemed for payment for swimming lessons to individuals.

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

**SECTION 1.** That the City Council hereby authorizes the Mayor and City Clerk to execute the Agreement with Palm Beach County to accept vouchers to be redeemed for payment for swimming lessons to individuals.

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

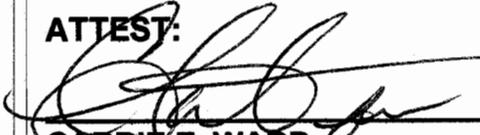
**PASSED AND APPROVED this 3RD day of APRIL 2013.**

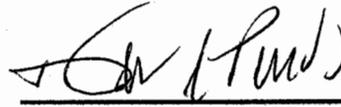
APPROVED:

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

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

ATTEST:

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

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

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

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

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

MOTIONED BY: B. GUYTON

SECONDED BY: D. PARDO

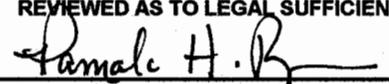
B. GUYTON AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY  
  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY  
DATE: 4/3/13

**RESOLUTION NO. 40-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE TERMS AND CONDITIONS OF THE FLORIDA EMERGENCY MEDICAL SERVICES COUNTY GRANT AWARD FOR THE FISCAL YEAR 2012-13, TO EXPAND AND/OR IMPROVE THE CITY'S EMERGENCY MEDICAL SERVICES DELIVERY; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE STATE EMS GRANT FUND (107) IN THE AMOUNT OF \$54,654.25 TO PURCHASE FIVE LUCAS 2 CHEST COMPRESSION SYSTEMS FROM ACCOUNT 107-0921-526-0-6455; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** The State of Florida Emergency Medical Services County Grant Program offers funding to expand and/or improve the delivery of Emergency Medical Services within the State of Florida; and

**WHEREAS,** Riviera Beach Fire Rescue Provides Emergency Medical Services within the City of Riviera Beach; and

**WHEREAS,** Riviera Beach Fire Rescue has been awarded the Florida Emergency Medical Services County Grant Award for the year 2012-13 to improve the City's pre-hospital Emergency Medical Services.

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

**SECTION 1:** The City Council does hereby accept the terms and conditions of the Palm Beach County Interlocal Agreement for the year 2012-13, its goals and objectives to expand and/or improve the City's pre-hospital Emergency Medical Services.

**SECTION 2:** The City Council authorizes the Finance Director to set up a budget in the State EMS Fund (107) as follows:

**REVENUE**

107-00-337208	EMS GRANT 12-13	\$ 54,654.25
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**EXPENDITURE**

107-0921-526-0-6455	Capital Machinery and Equipment	\$ 54,654.25
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**SECTION 3:** The City Council of the City of Riviera Beach authorizes the Fire Department to purchase five (5) Lucas 2 Chest Compression Systems in the amount of \$54,654.25 from account 107-0921-526-0-6455.

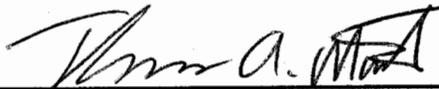
**SECTION 4:** This grant will not be used to supplant the City's existing budget allocation.

**SECTION 5:** This Resolution shall become effective upon its passage by Council.

**PASSED AND APPROVED THIS 3RD DAY OF APRIL, 2013.**

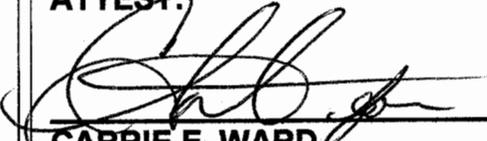
**The rest of this page has been left blank intentionally.**

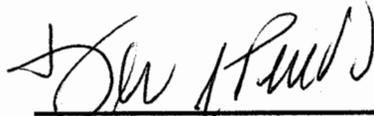
APPROVED:

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

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

ATTEST:

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

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

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

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

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

MOTIONED BY: B. GUYTON

SECONDED BY: D. PARDO

B. GUYTON AYE

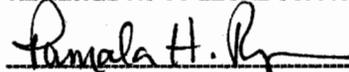
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 4/3/13

RESOLUTION NO. 41-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH DR. SCOTT MCFARLAND/TEAMHEALTH SOUTHEAST FOR THE PROVISION OF MEDICAL DIRECTOR SERVICES FOR THE CITY'S PARAMEDICS, EMTS, AND LIFEGUARDS; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT AS SET OUT IN THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Fire Department is licensed by the State of Florida to provide Advanced Life Support Emergency Medical Services to it's citizens and visitors; and

**WHEREAS**, the Fire Department is required by Florida State Statutes and the Florida Administrative Code to contract with a State Licensed Physician for the provision of Medical Direction services; and

**WHEREAS**, the Purchasing Department executed a RFP for Medical Director and has recommended Dr. Scott McFarland; and

**WHEREAS**, Dr. Scott McFarland/TEAMHealth Southeast has agreed to provide Medical Direction Services to the City of Riviera Beach.

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

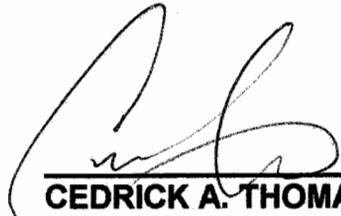
**Section 1:** The Mayor and City Clerk are authorized to execute an Agreement with Dr. Scott McFarland/TEAMHealth Southeast for the provision of Medical Direction services for the City's Paramedics, EMT's, and lifeguards.

**Section 2:** The Finance Director is authorized to make payment to Dr. Scott McFarland/TEAMHealth Southeast as set out in the Agreement in monthly installments for the duration of the contract.

**Section 3:** This resolution shall take effect upon its passage and approval of the City Council.

APPROVED:

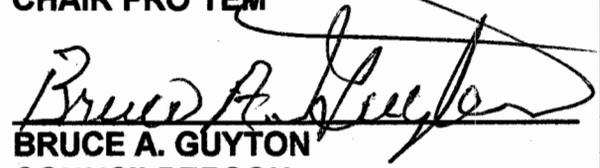
  
THOMAS A. MASTERS  
MAYOR

  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
DAWN S. PARDO  
CHAIR PRO TEM

  
BRUCE A. GUYTON  
COUNCILPERSON

  
JUDY L. DAVIS  
COUNCILPERSON

  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: D. PARDO

B. GUYTON AYE

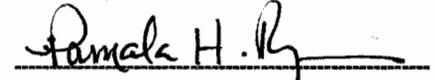
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/3/13

## MEDICAL DIRECTOR AGREEMENT

THIS AGREEMENT is dated as of the 32nd day of April in the year 2013 by and between the City of Riviera Beach (CITY) and InPhyNet Contracting Services, Inc., d/b/a TEAMHealth Southeast, whose address is 14050 Northwest 14<sup>th</sup> Street, Suite 190, Fort Lauderdale, Florida 33323.

The CITY and TEAMHealth Southeast, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1: MEDICAL DIRECTOR

- 1.1 TEAMHealth Southeast is the employer of Scott McFarland, M.D. Dr. McFarland shall act as the Medical Director for the City on behalf of TEAMHealth Southeast.

### ARTICLE 2: SERVICES

TEAMHealth Southeast, through its Medical Director shall provide services as an independent contractor as specified or indicated in Florida Statutes Chapter 401, Florida Administrative Code 64E, and as provided herein. Those services shall include, but not be limited to, the following:

- 2.1 MEDICAL DIRECTOR shall be the sole Medical Director of Emergency Medical Services for the CITY. MEDICAL DIRECTOR may designate another qualified medical doctor (as per Florida Statutes) to serve as acting Medical Director in periods of his absence. The city must be notified in writing at least 7 days in advance of such periods.
- 2.2 MEDICAL DIRECTOR shall be directly responsible to the CITY'S Fire Chief. Administrative control of the CITY'S emergency medical services will remain vested in the Fire Chief. MEDICAL DIRECTOR shall report directly to the CITY'S Fire Chief on all matters pertaining to the CITY'S emergency medical services.
- 2.3 MEDICAL DIRECTOR or his designee will be available 24 hours a day by telecommunications and provide a 24 hour contact number.
- 2.4 MEDICAL DIRECTOR shall comply with all state, county, and Department of Health regulations regarding emergency medical direction, advanced life support, basic life support, and emergency medical services.
- 2.5 MEDICAL DIRECTOR solely maintains the right to set all standards and protocols regarding patient care including but not limited to determination of any employee's eligibility to perform patient care under the direction of MEDICAL DIRECTOR.
- 2.6 MEDICAL DIRECTOR shall oversee and provide medical direction for the paramedics, emergency medical technicians, and lifeguards working for the CITY, and the Emergency Medical Dispatch program.
- 2.7 MEDICAL DIRECTOR shall develop and review standing orders and protocols. MEDICAL DIRECTOR is responsible for the medical correctness of any standing orders that he authorizes for use by the CITY'S paramedics, emergency medical technicians, lifeguards, and emergency medical dispatch.

RECEIVED  
JUL 09 2013  
FIRE RESCUE

- 2.8 MEDICAL DIRECTOR shall develop and review transport policies (including trauma) and recommend any changes necessary for such policies to conform to applicable medical standards for triage.
- 2.9 MEDICAL DIRECTOR will oversee and approve a continuing medical education program for paramedics and emergency medical technicians under his supervision.
- 2.10 MEDICAL DIRECTOR shall oversee and approve a medical quality improvement program for emergency medical services provided by the CITY. The program shall include, but not limited to, a prompt review of run reports, direct observation, and comparison of performance standards for drugs, equipment, system protocols, and procedure.
- 2.11 MEDICAL DIRECTOR shall conduct direct field observation by participating as a crewmember on an EMS vehicle a minimum of 4 hours per quarter, for a total of 16 hours per year.
- 2.12 MEDICAL DIRECTOR shall review and approve security procedures for medications, fluids, and controlled substances maintained by the CITY.

### **ARTICLE 3: CONTRACT TIME**

- 3.1 The term of this Agreement shall be from April 7th, 2013, through April 6th, 2016.
- 3.2 This agreement may be terminated immediately for breach of any covenants contained herein.
- 3.3 Except as provided in section 3.2, either party may terminate this agreement for any reason upon providing 30 days notice to the other party.
- 3.4 All notices hereunder shall be in writing and delivered in person, by telecopy or by certified mail to the following:

MEDICAL DIRECTOR  
Scott McFarland, M.D.  
5559 Whirlaway Road  
Palm Beach Gardens, FL 33418

TEAMHealth Southeast  
14050 Northwest 14<sup>th</sup> Street,  
Suite 190  
Ft. Lauderdale, Florida 33323.

Fire Chief  
City of Riviera Beach Fire Rescue  
600 West Blue Heron Boulevard  
Riviera Beach, FL 33404

Either party may change its notice address by providing the other written notice as set forth above.

RECEIVED  
JUL 09 2013  
FIRE RESCUE

#### **ARTICLE 4: CONTRACT PRICE**

- 4.1 CITY shall pay TEAMHealth Southeast for performance of work by MEDICAL DIRECTOR in accordance with this agreement in the amount of \$2,000.00 per month for the remainder of the fiscal year, 2012-2013.
- 4.2 CITY shall then pay TEAMHealth Southeast for performance of work by MEDICAL DIRECTOR in accordance with this Agreement in the amount of \$2,200 per month commencing, October 1, 2012 for the remainder of the Agreement.
- 4.3 CITY shall reimburse MEDICAL DIRECTOR up to \$250.00 per fiscal year for costs of attendance of continuing medical education courses in prehospital emergency medical care. Courses must be approved by the Fire Chief prior to reimbursement.
- 4.4 CITY shall provide clerical, administrative material and any necessary support to allow MEDICAL DIRECTOR to carry out duties as outlined in this Agreement.

#### **ARTICLE 5: PAYMENT PROCEDURES**

- 5.1 TEAMHealth Southeast shall receive compensation in the amount of \$2,000.00 per month for the remainder of the fiscal year; 2012-2013 All payments are due the 10<sup>th</sup> of each month.
- 5.2 InPhyNet shall then receive compensation in the amount of \$2,200.00 per month for the remainder of the agreement, commencing October 1, 2013. All payments are due the 10<sup>th</sup> of each month.

#### **ARTICLE 6: MEDICAL DIRECTOR'S REPRESENTATIONS**

In order to induce CITY to enter into this Agreement, MEDICAL DIRECTOR makes the following representations:

- 6.1 MEDICAL DIRECTOR has familiarized himself with the nature and extent of the work, locality, and with all local conditions and federal, State and local laws ordinances, rules, policies, and regulations that in any manner affect cost, progress, or performance of work.
- 6.2 MEDICAL DIRECTOR is properly licensed in the State of Florida.
- 6.3 MEDICAL DIRECTOR IS CERTIFIED IN Advanced Cardiac Life Support and is Board Certified in Emergency Medicine. ( ABEM, BCEM, AOBEM)
- 6.4 MEDICAL DIRECTOR maintains official privilege and affiliation with at least one hospital serving Palm Beach County.

#### **ARTICLE 7: ENTIRETY OF AGREEMENT**

This Agreement represents the entire written understanding between the parties. This Agreement may be modified and amended only by written instrument executed by parties hereto. To the extent allowed by law, the venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

RECEIVED

JUL 09 2013

FIRE RESCUE

## **ARTICLE 8: MISCELLANEOUS**

- 8.1 No assignments by a party hereto of any rights under or interests in this agreement will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect. This includes, but without limitation, to monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from duty or responsibility under the Contract Documents.
- 8.2 To the fullest extent permitted by law, TEAMHealth Southeast shall indemnify by insurance or otherwise hold harmless and defend (provide and pay for legal defense) the CITY, and each of their officers, agents, and employees from and against all claims, damages, losses, expenses and other costs, and costs and attorney' fees on appeal arising directly out of or resulting from or in connection with the performance of the work, both on and off the job, provided that any of the foregoing is attributed to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property ( other than the work itself), or caused by any act or omission of MEDICAL DIRECTOR or indemnification against anyone directly or indirectly employed by TeamHealth Southeast. Nothing in this provision shall be construed as consent by the parties to be sued, nor as a waiver of the CITY'S sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.
- 8.3 CITY and MEDICAL DIRECTOR each binds itself, any partners, successors, assigns and legal representatives to the other party hereto, partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained herein.
- 8.4 TEAMHealth Southeast shall provide Medical Professional Liability Insurance in the amount of one million dollars per occurrence and three million dollars per annual aggregate, for MEDICAL DIRECTOR'S services pursuant to this Agreement and shall provide documentation to the city.

## **ARTICLE 9: AVAILABILITY OF FUNDS**

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

## **ARTICLE 10: RECORD KEEPING**

All records relating to this Agreement shall be kept for three years after the termination of this Agreement and TEAMHealth shall allow access to its records during normal business hours and upon reasonable advance requests of the city, its employees and agents

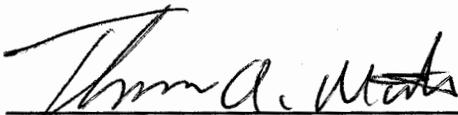
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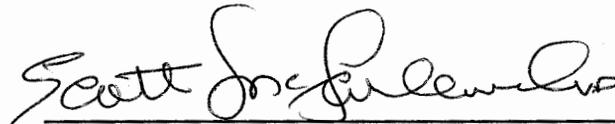
IN WITNESS WHEREOF, the parties hereto have signed three originals of this Agreement. At least one counterpart each has been delivered to CITY and TEAMHealth Southeast.

This agreement is to be effective on APRIL 7, 2013.

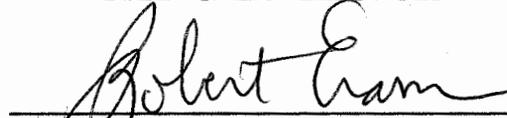
**CITY**

**MEDICAL DIRECTOR**

  
\_\_\_\_\_  
**THOMAS A. MASTERS, MAYOR**

  
\_\_\_\_\_  
**SCOTT MCFARLAND,  
TEAMHEALTH SOUTHEAST  
MEDICAL DIRECTOR**

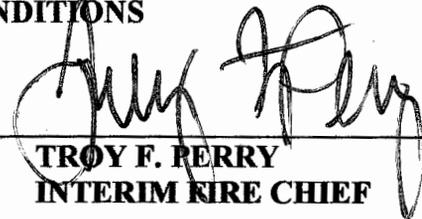
**(MUNICIPAL SEAL)**

  
\_\_\_\_\_  
**TEAMHEALTH SOUTHEAST DESIGNEE**

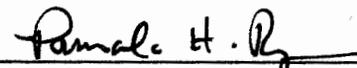
**ATTEST:**

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

**APPROVED AS TO TERMS AND  
CONDITIONS**

**BY:**   
\_\_\_\_\_  
**TROY F. PERRY  
INTERIM FIRE CHIEF**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**BY:**   
\_\_\_\_\_  
**PAMALA H. RYAN  
CITY ATTORNEY**

**Date:** 4/3/13

RECEIVED  
JUL 09 2013  
FIRE RESCUE

**RESOLUTION NO. 42-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING A CONTRACT TO LV SUPERIOR LANDSCAPING, INC. OF LOXAHATCHEE, FLORIDA FOR PROVIDING LANDSCAPING MAINTENANCE ON STATE ROAD A1A BETWEEN US1 AND BURNT BRIDGE IN THE AMOUNT OF \$56,400.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE LANDSCAPE MAINTENANCE SERVICES CONTRACT; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE FINANCIAL SERVICES DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 001-1127-541-0-3106; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, significant landscaping improvements have been done on State Road A1A between US1 and Burnt Bridge; and

**WHEREAS**, the City's current maintenance staff is unable to perform the maintenance given the size of the project and their current workload; and

**WHEREAS**, the City issued a Request for Proposals (RFP) No. 382-13, seeking proposals from qualified corporations, firms, or individuals to provide professional landscape maintenance services for State Road A1A; and

**WHEREAS**, LV Superior Landscaping, Inc. was the selected company to provide the landscaping maintenance services.

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

**SECTION 1.** The City Council hereby accepts the bid proposal and awards a Landscaping Maintenance Services Contract to LV Superior Landscaping, Inc. of Loxahatchee, FL, in the amount of \$56,400 for providing landscape maintenance services on State Road A1A between US1 and Burnt Bridge.

**SECTION 2.** The Mayor and City Clerk are authorized to execute the Landscape Maintenance Services Contract.

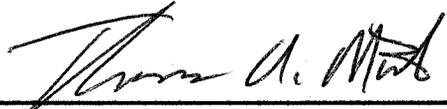
**SECTION 3.** The Financial Services Director is authorized to make payment for same from Account Number 001-1127-541-0-3106.

**SECTION 4.** The City Manager shall have authority to approve change orders in an amount not to exceed ten percent (10%) of the contract amount.

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

**PASSED and APPROVED** this 3RD day of APRIL, 2013.

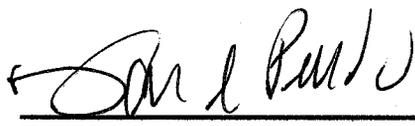
**APPROVED:**

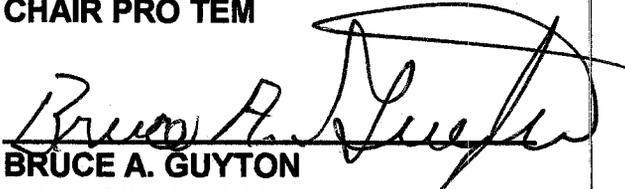
  
\_\_\_\_\_  
**THOMAS A. MASTERS**  
MAYOR

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

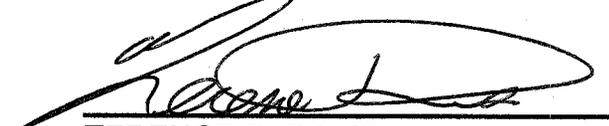
**ATTEST:**

  
\_\_\_\_\_  
**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. 42-13

PAGE 3

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

B. GUYTON AYE

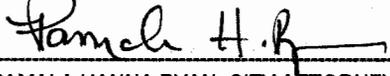
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/3/13

**CONTRACT FOR LANDSCAPE MAINTENANCE FOR  
THE CITY OF RIVIERA BEACH**

This Contract is made as of this 32d day of April, 2013 by and between the CITY OF RIVIERA BEACH, a municipal corporation organized and existing under the laws of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as the CITY, and LV Superior Landscaping, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is 204941314.

In consideration of the mutual promises contained herein, it is hereby agreed that the CONTRACTOR shall provide to the CITY all work necessary for the landscape maintenance of State Road A1A between US1 and Burnt Bridge hereinafter "the Property" pursuant to the terms and conditions of this Contract as set forth below.

**ARTICLE 1 – GOODS AND SERVICES OF THE CONTRACTOR.**

- A. The CONTRACTOR shall provide all goods and services necessary for the maintenance of the Property as more fully set forth in the Scope of Services, set out in Exhibit "A." In addition, the scope may be more fully set forth in the CITY's Request for Proposal ("RFP") and the CONTRACTOR'S proposal as submitted in response thereto ("Proposal"). A copy of the RFP is attached hereto as Exhibit "B" and is incorporated herein by reference. A copy of the Proposal is attached hereto as Exhibit "C" and is incorporated herein by reference.
- B. The CONTRACTOR shall perform the services contemplated by this Contract to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided.
- C. The CONTRACTOR shall perform services in a manner that is not inconsistent with the State Highway Landscape Maintenance And Compensation Agreement ("Highway Maintenance Agreement"), dated April 6, 2005, between the State of Florida Department of Transportation and the CITY. A copy of the Highway Maintenance Agreement is attached hereto as Exhibit "D" and is incorporated by reference. The Highway Maintenance Agreement provides the minimum services to be provided and CONTRACTOR recognizes that it can provide services below this threshold but must provide services in accordance with this Contract which provides for a higher level of service.
- D. The services to be provided by the CONTRACTOR shall commence subsequent to the execution and approval of this Contract and upon written notice from the CITY to proceed.

**ARTICLE 2 – TERMS OF CONTRACT.**

- A. This Contract shall be for an initial term of three (3) years from the executed contract date, unless earlier terminated in accordance with the terms and conditions stated herein. The term of this Contract shall renew for one additional three (3) year term unless either party notifies the other party at least ninety (90) days prior to the end of any term that it does not desire to have the Contract extended or either party terminates the Contract as provided in Article 5 below. The City Manager shall have the authority to execute the contract renewal.

**ARTICLE 3 – CITY’S REPRESENTATIVE.** Unless otherwise specified by the CITY, the CITY’s representative/liaison during the performance of this Contract shall be the City’s Director of Public Works, telephone no. 561-845-4080.

**ARTICLE 4 – COMPENSATION AND METHOD OF PAYMENT.**

- A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "A".
- B. The total amount of compensation to be paid by the CITY to the CONTRACTOR on an annual basis shall be \$56,400.00, which represents the total cost set forth in the Proposal.
- C. CONTRACTOR shall invoice the CITY on the first day of each month, an amount equal to one-twelfth (1/12<sup>th</sup>) of the annual compensation due. Payment for same shall be due on the fifteenth (15<sup>th</sup>) day of each month.
- D. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR’S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this Final Invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

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

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

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

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

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

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

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

- A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of the CITY.
- B. All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and licensed and, if required, authorized or permitted under state and local law to perform such services.
- C. The CONTRACTOR warrants that all services shall be performed by skilled, properly licensed, and competent personnel to the highest professional standards in their respective field(s).
- D. The CONTRACTOR agrees that it is fully responsible to the CITY for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONTRACTOR. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.
- E. All of the CONTRACTOR'S personnel (and all Subcontractors) while on CITY premises will comply with all CITY requirements governing conduct, safety and security.

## **ARTICLE 7 – SBE PARTICIPATION**

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

## **ARTICLE 8 - FEDERAL AND STATE TAX**

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

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

## **ARTICLE 9 - AVAILABILITY OF FUNDS**

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

## **ARTICLE 10 - INSURANCE**

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

B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence (if applicable and required per the RFP).

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability, insurance in the amount of \$1,000,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well

as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

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

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

#### **ARTICLE 11 - INDEMNIFICATION**

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

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

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

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

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 13 - VENUE**

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all actions arising from and/or relating to the Contract shall be exclusively held in Palm Beach County, Florida.

#### **ARTICLE 14-REMEDIES**

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

#### **ARTICLE 15 - CONFLICT OF INTEREST**

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

The CONTRACTOR shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30)

days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

#### **ARTICLE 16 – DELAYS AND EXTENSION OF TIME**

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

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

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

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

#### **ARTICLE 17 - INDEBTEDNESS**

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

**ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

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

The CITY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

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

**ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

**ARTICLE 20 - CONTINGENT FEES**

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

#### **ARTICLE 21 - ACCESS AND AUDITS**

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

#### **ARTICLE 22 - NONDISCRIMINATION**

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

#### **ARTICLE 23 - ENFORCEMENT COSTS**

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

#### **ARTICLE 24 - AUTHORITY TO PRACTICE**

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

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

#### **ARTICLE 25 - SEVERABILITY**

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

**ARTICLE 26 - PUBLIC ENTITY CRIMES**

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

**ARTICLE 27 - MODIFICATIONS OF WORK**

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

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

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

**ARTICLE 28 - NOTICE**

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

Brynt Johnson, Director of Public Works  
2391 Avenue L  
Riviera Beach, FL 33404

With copy to:

City Attorney  
600 West Blue Heron Blvd.  
Riviera Beach, FL 33404

and if sent to the CONTRACTOR shall be mailed to:

Lucilo Vasquez, Owner/President  
LV Superior Landscaping, Inc.  
2926 D Road  
Loxahatchee, FL 33470

**ARTICLE 29 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

**ARTICLE 30 – PROTECTION OF WORK AND PROPERTY**

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

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

**ARTICLE 31 – TIME**

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

**ARTICLE 32 - TERMINOLOGY AND CAPTIONS**

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings

are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

### **ARTICLE 33 - WAIVER**

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

### **ARTICLE 34 - PREPARATION**

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

### **ARTICLE 35 - MATERIALITY**

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

### **ARTICLE 36 - REPRESENTATIONS/BINDING AUTHORITY**

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

### **ARTICLE 37 - EXHIBITS**

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

### **ARTICLE 38 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract consists of this document and all attached exhibits. The CONTRACTOR agrees to be bound by all

the terms and conditions set forth in this Contract. To the extent that there exists a conflict between this Contract, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

#### **ARTICLE 39 - LEGAL EFFECT**

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

#### **ARTICLE 40 - NOTICE OF COMPLAINTS OR SUITS**

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

#### **ARTICLE 41 - SURVIVABILITY**

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

#### **ARTICLE 42 - DEFAULT**

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

- a. The filing of a lien or claim of any kind by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
- b. The filing of any claim, including, but not limited to, a claim against any Payment Bond by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, concerning the failure of the CONTRACTOR to pay any such subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, for any work performed or materials supplied pursuant to this Contract;
- c. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

d. The filing of a petition by or against the CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONTRACTOR or the CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of the CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for the CONTRACTOR or for the CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

#### **ARTICLE 43 - WAIVER OF SUBROGATION**

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

#### **ARTICLE 44 - RIGHT TO REVIEW**

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

#### **ARTICLE 45 – SUBRECIPIENT REQUIREMENTS**

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

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

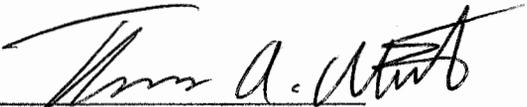
IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND CONTRACTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. CITY AND CONTRACTOR HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

**SIGNATURES ON FOLLOWING PAGE**

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

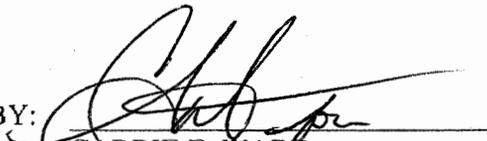
CITY OF RIVIERA BEACH

CONTRACTOR

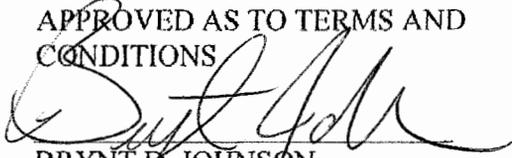
BY:   
THOMAS A. MASTERS,  
MAYOR

BY:   
LUCILO VASQUEZ  
OWNER/PRESIDENT

ATTEST:

BY:   
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
BRYNT D. JOHNSON  
DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
PAMALA H. RYAN,  
CITY ATTORNEY

Date: 4/3/13

**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**AND**  
**PRICE GUIDELINE**

## STATEMENT OF WORK

### SECTION 4

#### 4-1 SCOPE OF WORK

##### **A. Turf maintenance**

- Mow all sodded areas.
- Edge all edges of pavement and/or curbing abutting sodded areas.
- Pick up all debris.
- "Blow-off" all paved surfaces of mowing debris.
- Weed-eat other areas as needed.

These items should be scheduled for twenty-nine (29) services per year: twice (2) per month: October through April; three (3) per month: May through September.

##### **B. Trim maintenance:**

- Edge all bed lines which abut turf areas
- Weed all beds and apply Pre-emergent if required
- Lightly prune and trim palms, trees, hedges, shrubs, and ground covers. Hedges and shrubs should be maintained at a maximum of 4' to 5'.
- Coconuts on all Coconut Palms should be removed on a regular basis during the entire year and especially prior to hurricane season. This should be conducted by a Certified Arborist.
- See Attachment A for Medjol Date Palm instructions

All pruning equipment needs to be clean to avoid transferring any diseases from plant to plant

##### **C. Irrigation maintenance:**

- The City will be responsible for adjusting watering periods based on seasonal rainfall projections and drought periods
- Check clock for proper operation
- Check all valves for proper operation
- Check all heads for alignment, rotation and spray distance
- Repair all broken pipes, risers heads & valve boxes
- Unclog nozzles and bubblers as needed
- All materials used shall be OEM
- These items should be scheduled at least once a month.
- Contractor to obtain training or be previously qualified & trained for the operation of the Toro Sentinel System
- Contractor shall bear the cost of all replacing all irrigation components including nozzles, sprinkler heads, piping and valves
- Payment for water usage will be paid by the City of Riviera Beach

##### **D. Fertilization:**

- Fertilize sod areas three (3) times a year: twice (2) in the Fall and once (1) in the Spring using an appropriate environmentally safe fertilizer
- The shrubs should be fertilized at the same time as the grass except using an appropriate environmentally safe fertilizer
- Palms and trees use an environmentally safe fertilizer. Fertilization of palms and trees should be done four (4) times a year to help enhance yearly growth on the new trees and palms.
- See Attachment A for Medjol Date instructions
- Contractor's fertilization activities are to be coordinated with the City as it relates to the date, time of planned fertilizations

**E. Maintenance of Five (5) Beach Access Walkways (Approximately 200' in Length) Along A1A on East Side of The Roadway, Verify Locations With The City.**

- Trim hedges on both sides of the walkway.
- Remove weeds chemically or mechanically.
- Keep all sidewalks free and clear by removing any debris and trash.
- Maintain the hedge on both sides of the walkway (where applicable) at a maximum height of 7-8 feet.

**F. Miscellaneous items:**

- All braces on the trees and palms should typically remain for one (1) year and through one (1) hurricane season. If the trees and palms are sufficiently rooted in, the braces can be removed at that time.
- Re-mulching of beds should be done twice (2) per year (or as needed) to maintain +/- 3" of shredded Eucalyptus Mulch or equal. This will assist in the elimination of weeds and hold the moisture for the plant materials.
- Spraying or treating of sod area and shrubs should be done as required to maintain healthy growth by a licensed professional using environmentally safe chemicals and monitored on a weekly basis.
- Trees, Palms, etc. should also be sprayed or treated as required by a licensed professional on an as needed basis.
- Inspect, clean & empty all trash containers along A1A. Activities to coincide with regular mowing schedule.
- See Attachment A for Medjool Date Palm instructions
- Check landscape lighting to ensure that no debris is stuck or covering up the lights. (If Applicable)

**4-2 GENERAL CONDITIONS**

1. The contractor shall furnish all labor, materials, equipment and required maintenance of traffic, necessary to perform the general work requirements. The services will be performed between the hours of 7:30 a.m. and 5 p.m. Monday through Friday.
2. The contractor will supply a list of all materials and equipment to be used in providing the service.
3. The contractor shall be responsible for any damage to or loss of City of Riviera Beach property.
4. The contract may be terminated at any time due to substandard completion of work, lack of attendance by work force or damage to City property.
5. The contractor must have a business phone number answered during business hours Monday and Friday or a cell phone for contact during working hours.
6. The contractor may subcontract certain procedures or operations as required. Proof of proper licensing and insurance will be provided upon request. The contractor is held responsible for any work performed by any subcontractor engaged.

After award and prior to start of work the contractor shall submit a listing of all subcontractors, if any, and the portion of the contract they will perform. No job can be subcontracted without prior approval from the Purchasing Director & Public Works Director.

7. It is required that the contractor employees be dressed in a uniform fashion with the company identification. Vehicles as well should be easily identified. A neat and clean appearance should be maintained as much as possible.
8. Contractors' vehicles and trailers shall be parked where they do not impede traffic or visibility at an intersection and proper maintenance of traffic (MOT) shall be utilized.
9. The contractor shall provide supervision of all maintenance and or repair work being performed. Supervisors shall be able to communicate problems to the Public Works representative at any time, and shall be easily accessible to the representative at all times either via e-mail or phone.
10. From time to time additional work may be requested of the contractor by the City for areas under the contract and other City owned or leased property. A cost estimate, schedule, or other determining information may be required before approval of work is to be granted.
11. It is expected that development growth will necessitate additional area to be routinely maintained under the same specifications, or as amended by the management or its representative. It is the intent to be able to add or delete as necessary with the related cost increases or decreases to be handled through the implementation of a change order approved by the City.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

Phoenix Canariensis - Phoenix Dactylifera "Medjool" Basic Maintenance Schedule

ATTACHMENT A

The use of an herbicide (Round Up or other) within 18" of the trunks of your date palms may severely damage or destroy them. Weed by hand near the trunks of your palms.

JANUARY	FEBRUARY	MARCH	APRIL
<p>Dormancy period.</p> <p>Inspect terminal bud for signs of boring/chewing insects. You are looking for a single terminal bud (spear leaf) frond laid down.</p> <p>If evidence of active insects is observed, immediately call a licensed PCO and ask them to drench the terminal bud and terminus with Penmethrin or Orthene</p>	<p>Dormancy period ending.</p> <p>New growth will become evident near the end of this month.</p>	<p>Fertilize with 3-4 pounds 8/4/12 improved palm special/slow release (pls call for label). All fertilizer must be dispersed around the trunk in small piles 12" to 36" out from the trunk.</p> <p>Root drench w/Cleary's 3336 &amp; Chip-Co Alette.</p> <p><u>Perform a trunk drench with Cleary's 3336. Drench the entire trunk until wet.</u></p>	<p>New canopy beginning to emerge.</p> <p>Inspect terminal bud for signs of boring/chewing insects. You are looking for a single terminal bud (spear leaf) frond laid down.</p> <p>If evidence of active insects is observed, immediately call a licensed PCO and ask them to drench the terminal bud and terminus with Penmethrin or Orthene.</p>
MAY	JUNE	JULY	AUGUST
<p>New canopy emerging.</p>	<p>Fertilize with 3-4 pounds 8/4/12 improved palm special/slow release. (Pls call for label). All fertilizer must be dispersed around the trunk in small piles 12" to 36" out from the trunk. Root drench w/Cleary's 3336 &amp; Subdue. <u>Thoroughly drench the entire trunk of the palm with Cleary's 3336.</u></p>	<p>Hurricane Preparation.</p> <p>Remove all date stalks by cutting at the base of each stalk approx. 6" out from the base.</p> <p>On fully mature canopies remove the lowest set of fronds.</p>	<p>Inspect terminal bud for signs of boring/chewing insects. You are looking for a single terminal bud (spear leaf) frond laid down. If evidence of active insects is observed, immediately call a licensed PCO and ask them to drench the terminal bud and terminus with Penmethrin or Orthene</p>
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
<p>Fertilize with 2-3 pounds 8/4/12 improved palm special/slow release (pls call for label). All fertilizer must be dispersed around the trunk in small piles 12" to 36" out from the trunk. Root drench w/Cleary's 3336 &amp; Chip-Co Alette. <u>Thoroughly drench the entire trunk of the palm with Cleary's 3336.</u></p>	<p>Start of dormancy period.</p> <p>Root drench with Subdue near the end of the month.</p>	<p>Dormancy period.</p> <p>Inspect terminal bud for signs of boring/chewing insects. You are looking for a single terminal bud (spear leaf) frond laid down. If evidence of active insects is observed, immediately call a licensed PCO and ask them to drench the terminal bud and terminus with Penmethrin or Orthene</p>	<p>Dormancy period.</p> <p>Fertilize with 2-3 pounds 8/4/12 improved palm special/slow release (pls call for label). All fertilizer must be dispersed around the trunk in small piles 12" to 36" out from the trunk. Root drench w/Cleary's 3336 &amp; Chip-Co Alette. <u>Thoroughly drench the entire trunk of the palm with Cleary's 3336.</u></p>

Apply all chemicals in accordance with the label instructions. Orthene app's assume a continuing boring insect presence on site. The fungicide applications specified herein are meant to be preventative in nature and may not be intensive enough to eradicate a disease that is already established on site.

**EXHIBIT "B"**

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**CITY OF RIVIERA BEACH  
REQUEST FOR PROPOSALS  
SR A1A LANDSCAPE MAINTENANCE  
(RFP NO. 382-13)**

**CITY OF RIVIERA BEACH  
600 WEST BLUE HERON BOULEVARD, SUITE 140  
RIVIERA BEACH, FL 33404**

Glendora Williams, Interim Senior Procurement Specialist  
(561) 845-4180, Phone  
(561) 842-5105, Fax  
[gwilliams@rivierabch.com](mailto:gwilliams@rivierabch.com)

The City of Riviera Beach, invites licensed and qualified Landscape Contractors to provide landscape and irrigation maintenance services on an annual basis for SR A1A between US 1 and Burnt Bridge on Singer Island, located within the City of Riviera Beach.

\*A **Mandatory** Pre-Conference will be held Tuesday, February 19, 2013 at 10:00 a.m., located at Ocean Mall Plaza, 2511 Ocean Drive, Riviera Beach, Florida 33404 (**directly in front of the Seven 11**).

This solicitation provides guidelines for submission and outlines the essential services desired for the engagement. Submittals will be accepted at the City of Riviera Beach, Office of the City Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, FL 33404, until 5:00 pm (EST) Thursday, March 7, 2013.

**Late submittals will not be accepted or considered.**

This Public Solicitation document, including a scope of services may be obtained at the City of Riviera Beach, Purchasing Department, 2391 Avenue "L", Riviera Beach, FL 33404. Additionally, proposal may be obtained by visiting the City's web-site at [www.rivierabch.com](http://www.rivierabch.com).

Responses shall be prepared, addressed and submitted in compliance with the instructions set forth in the solicitation documents. The City of Riviera Beach reserves the right to reject any or all proposals and to waive technicalities, if such measures are deemed appropriate and in the best interest of the City.

PUBLISH: Palm Beach Post – February 10, 2013  
[www.rivierabch.com](http://www.rivierabch.com) – February 11, 2013

**TABLE OF CONTENTS**

<b>General Term &amp; Conditions:</b>	<b>Section 1</b>	<b><u>PAGE</u></b>
1-1	Purpose	5
1-2	Proposal Submission and Opening	5
1-3	Inquiries	6
1-4	Proposal Disclosure	6
1-5	Acceptance or Rejection of Proposal	6
1-6	Development Costs	6
1-7	Public Entity Crime	6
1-8	Code of Ethics	6
1-9	Equal Opportunity Requirements	6
1-10	Contractual Agreement	7
1-11	Indemnification	7
1-12	Cone of Silence	7
1-13	Non- Collusion Statement	7
1-14	Lobbying	8
1-15	Governmental Entities Purchase Agreement	8
1-16	Addenda to RFP	8
1-17	Request for Additional Information	8
1-18	Gratuity Prohibition	8
1-19	Right of Withdrawal	8
1-20	Exceptions to the RFP	8
1-21	Right of Negotiation	9
1-22	Denial of Reimbursement	9
1-23	Truth in Negotiation Certificate	9
1-24	MBE Participation for Public Solicitations Other Than Bids	9
1-25	Bid Protest Cost and Filing Fees	9
1-26	City of Riviera Beach Contract	10

<b>Background Information</b>	<b>Section 2</b>	<b><u>PAGE</u></b>
2-1	Procurement Schedule	11
2-2	Award of Contracts	11
2-3	Instructions to Proposers	11

<b>Insurance Requirements</b>	<b>Section 3</b>	<b><u>PAGE</u></b>
Insurance Requirements		13

<b>Statement of Work</b>	<b>Section 4</b>	<b><u>PAGE</u></b>
4-1	Scope of Work	14
4-2	General Conditions	15

<b>Proposal Evaluation Process</b>	<b>Section 5</b>	<b><u>PAGE</u></b>
5-1	General Overview	18
5-2	Evaluation Process	18

**Required Forms:**

1. REFERENCES
2. STATEMENT OF BUSINESS RESPONSIBILITY
3. DRUG FREE WORKPLACE
4. CERTIFICATE OF TRUTH IN NEGOTIATIONS
5. SCHEDULE 1 – PARTICIPATION FOR M/WBE CONTRACTORS/PROPOSERS
6. SCHEDULE 2 – LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACOR
7. SCHEDULE 3 – PARTICIPATION FOR SMALL BUSINESS ENTERPRISES
8. SCHEDULE 4 – LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS
9. SCHEDULE 5- LOCAL BUSINESS PARTICIPATION
10. SCHEDULE 6- LETTER OF INTENT TO PEFORM AS A LOCAL BUSINESS



## **GENERAL TERM & CONDITIONS**

### **SECTION 1**

#### **1-1 PURPOSE**

The purpose of this RFP is to establish an annual agreement for Landscape and Irrigation Maintenance Services for SR A1A between US 1 and Burnt Bridge, to preserve the design intent and sustain beautification of existing landscape.

The landscape maintenance contractor shall be responsible for all labor, materials and equipment necessary for the proper care and maintenance of the landscaping, irrigation (including repair) and related landscaping structures and systems within the project limits. Finally, contractor must have a minimum of three (3) years' experience in the aforementioned services.

The following specifications are set as the minimum to gain the desired healthy and attractive landscaping original design.

#### **1-2 PROPOSAL SUBMISSION AND OPENING**

All proposals must be received by the City of Riviera Beach no later than **5:00 pm, Thursday, March 7, 2013** in order to be considered. The following is required to be included in the proposal:

One (1) original hard copy and five (5) sets on CD of a comprehensive proposal to include the following:

- Title Page
- Table of Contents.
- Letter of Interest
- Company's History (Must have a minimum of three (3) years' experience)
- Minimum of Five (5) references to include the following:
  - a) Company Name, Phone Number and Email Address
  - b) Service Description
  - c) Cost to provide services
- Insurance Certificates
- Required Forms
- Addenda
- Response to criteria outlined in Part Five (5) Evaluation Criteria. The response provided for each category should be tabbed separately
- Sealed Proposal amount in a separate sealed envelope

Interested parties should send their completed responses to the following address:

**City of Riviera Beach  
Office of the City Clerk  
600 West Blue Heron Boulevard, Suite 140  
Riviera Beach, FL 33404**

The City shall not accept or consider responses submitted via facsimile transmission or email.

### **1-3 INQUIRIES**

For additional information, the City encourages qualified firms to contact Glendora Williams, Interim Senior Procurement Specialist, between 8:30 a.m. to 5:00 p.m., Monday through Friday, at (561) 845-4180; email [gvwilliams@rivierabch.com](mailto:gvwilliams@rivierabch.com).

### **1-4 PROPOSAL DISCLOSURE**

Upon opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Firms submitting proposals must invoke in writing the exemptions to disclosure (provided by law) in the response to this Request for Statements of Qualifications by referencing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

### **1-5 ACCEPTANCE OR REJECTION OF PROPOSALS**

The City reserves the right to reject any and all submittals when (1) such rejection is in the best interest of the City; or (2) if the submittal contains any irregularities; provided, however, that the City reserves the right to waive any minor irregularities and to accept the most responsive and responsible proposal. The City reserves the right to cancel this Request for Statements of Qualifications at any time and/or to solicit and re-advertise for other proposals. The CITY is not obligated to enter a contract on the basis of any proposal submitted in response to this document.

### **1-6 DEVELOPMENT COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this public solicitation.

### **1-7 PUBLIC ENTITY CRIME**

Pursuant to Florida Statutes Section 287.133, as amended: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **1-8 CODE OF ETHICS**

If any firm violates or is a party to a violation of the code of ethics of the State of Florida with respect to this proposal, such firm may be disqualified from performing the work or from furnishing the goods or services for which the proposal is submitted and may be further disqualified from bidding on any future proposals for work, goods or services for the City.

### **1-9 EQUAL OPPORTUNITY REQUIREMENTS**

It is the policy of the City to comply with all Federal, State, County and local laws to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs. It is further the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color,

national origin, creed, sex, age, handicap or veteran's status. Each firm should state their commitment to meet these same requirements.

### **1-10 CONTRACTUAL AGREEMENT**

Any and all legal action necessary to enforce the award will have venue in Palm Beach County and the contractual obligations will be interpreted according to the law of the State of Florida. Any contract or agreement required by the vendor must be enclosed at the time of submittal.

### **1-11 INDEMNIFICATION**

The Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the CITY OF RIVIERA BEACH, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services. The Proposer shall secure and maintain General Liability Insurance as will protect him from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this contract. Further, the proposer shall provide the City with evidence and the amount of Errors and Omissions Insurance, i.e., Professional Liability Insurance currently in effect.

### **1-12 CONE OF SILENCE**

As of August 10, 2010, no entity filing a response to this RFP shall through their principal, attorneys, or agents, contact the City Council nor City Staff for the purposes of discussing any aspect of this RFP for any possible decision on the RFP; neither shall any such party approach third parties for the purposes of having those third parties have those types of discussions with the City Council or City Staff. **Any action in violation of this provision shall be cause for disqualification of RFP.**

### **1-13 NON-COLLUSION STATEMENT**

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Riviera Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

Engineer, if doing business under an assumed name, i.e. an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Florida Department of State, Division of Corporations.

#### **1-14 LOBBYING**

**Contact with the any CITY employee, appointed official or elected official other than the individual identified above for inquiries regarding this RFP, shall be grounds for elimination from the selection process. This restriction includes lobbying any CITY employee, appointed official or elected official.**

Lobbying consists of introduction, communication, discussions related to the selection process, or any other discussions or actions that may be interpreted as attempting to influence the outcome of the selection process for the project. This includes holding meetings thereof, engaging in the aforementioned prohibited lobbying and/or prohibited contact; which actions may immediately disqualify the Respondent from further CITY consideration for this project. Lobbying does not include any oral presentations before evaluation/selection teams, contract negotiations, or public presentations made to the CITY during any duly noticed public meeting.

By submitting a proposal, qualifications or other response for this RFP, the firm or individual entity certifies that it or he/she and all of its affiliates and agents have not lobbied or attempted to lobby CITY employees, appointed officials or elected officials has defined herein

#### **1-15 GOVERNMENTAL ENTITIES PURCHASE AGREEMENT**

N/A

#### **1-16 ADDENDA TO RFP**

The City reserves the right to amend this RFP prior to the RFP opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Department (Glendora Williams) minimum of (96) hours prior to the RFP submittal deadline to allow for review and subsequent clarification on the part of the City.

No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the CITY OF RIVIERA BEACH. No employee of the CITY OF RIVIERA BEACH is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that obtained in this written RFP document.

#### **1-17 REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final selection, proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications.

#### **1-18 GRATUITY PROHIBITION**

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the CITY OF RIVIERA BEACH for the purpose of influencing consideration of this proposal.

#### **1-19 RIGHT OF WITHDRAWAL**

A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

#### **1-20 EXCEPTIONS TO THE RFP**

It is anticipated that proposers may find instances where they may take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written

explanations shall include the scope of the exceptions, the ramifications of the exceptions for the CITY OF RIVIERA BEACH, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

### **1-21 RIGHT OF NEGOTIATION**

The CITY OF RIVIERA BEACH reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

### **1-22 DENIAL OF REIMBURSEMENT**

The CITY OF RIVIERA BEACH will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred in connection with the preparation, submission or presentation of a response to this RFP.

### **1-23 TRUTH IN NEGOTIATION CERTIFICATE**

For all lump sum or cost-plus-a-fixed-fee professional service contracts over \$50,000 the person/firm receiving the award shall execute a truth-in-negotiation certificates stating wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. A professional service contract under which a certificate is required shall contain a provision that the contract price shall be adjusted to exclude any significant sums where the agency determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Contract adjustments shall be made within one year following the end of contract.

### **1-24 MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION**

Consistent with the City's Procurement Ordinance 4010, Section 10-302, all proposers have an opportunity to increase their opportunity to be awarded a City contract/project by maximizing their use of qualified MBEs in accordance with the City's MBE program. **(Please see Appendix A)**

### **1-25 BID PROTEST COST AND FILING FEES**

1. Written Protest. The written protest submitted to the Purchasing Director must be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00 or 2% of the value of the estimated fee, whichever is greater up to a maximum of \$200,000.
2. Appeal to the City Manager. The written appeal to the City Manager must be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00 or 2%, whichever is greater, up to a maximum of \$2,500.
3. Appeal to the City Council. The written request for an appeal to the City Council must be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00, or 2%, whichever is greater, up to a maximum of \$2,500.

Refund of Filing Fees. All costs resulting from a protest shall be borne by the Protestor. If a protest is upheld by either the Purchasing Director or City Manager, as applicable, the filing fee shall be refunded to the Protestor less costs incurred by the City. If the protest is denied the filing fee shall be forfeited to the City in lieu of payment of costs incurred by the City.

## **1-26 CITY OF RIVIERA BEACH CONTRACT**

The Contract for Landscaping and Irrigation Services shall prevail as the basis for contractual obligations between the selected firm and the City of Riviera Beach for any terms and conditions not specifically stated in this Request for Proposal.

### **A. Letter of Transmittal**

A statement of understanding of the services requested and a commitment to perform these services shall be made. The letter should include the design team's contact representative and the name of the project manager, if different from the contact representative and address the following:

1. Summarize why the Respondent believes itself most qualified and a best fit for scope of work identified;
2. Include a statement that to the best of the Respondent's knowledge, all information contained in the RFP submittal is complete and accurate;
3. Include a statement granting the City and its representatives authorization to contact any previous client of the Respondent (or a Respondent team member) for purposes of ascertaining an independent evaluation of the Respondent's or a Respondent's team member's performance; and
4. At least one copy of the transmittal letter must have an original signature of an officer of the principal firm.

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## **BACKGROUND INFORMATION**

### **SECTION 2**

#### **2-1 PROCUREMENT SCHEDULE**

The City of Riviera Beach will use the following time lines which will result in selection of qualified firms. Dates are subject to change if necessary.

February 11, 2013	RFP available to Proposers
February 27, 2013	Final day to submit request for information
March 7, 2013	Proposals due no later than 5:00 p.m.
TBD	Evaluation Committee Meeting & Selection

#### **2-2 AWARD OF CONTRACTS**

The City of Riviera Beach reserves the right to reject any or all offers or to accept any offers which is in its best interest. The City also reserves the right to waive any informalities, irregularities and technicalities in procedure.

The City of Riviera Beach reserves the right, before awarding any contract, to require a firm to submit such evidence of qualifications and any current or updated information that was requested in the RFP as it may deem necessary, and may consider any information available to it of the financial, technical, and other qualifications and abilities of a proposer, including past performance with other governmental agencies. Proposers are advised that requests for additional information or site visitation are not to be construed as an indication that a proposer will receive or is in the best position to receive a contract award.

The City reserves the right to cancel the contract, or portions thereof, without penalty at any time.

#### **2-3 INSTRUCTIONS TO PROPOSERS**

Proposals not conforming to the instructions provided herein may be subject to disqualification at the option of the City.

All questions concerning this Request for Proposals document shall be submitted in written form. Only questions submitted in writing shall be responded to by addendum. No questions may be submitted after the deadline for questions specified in Section 2-1, Procurement Schedule. All questions shall be submitted to:

Glendora Williams, Interim Senior Procurement Specialist  
Purchasing Department  
2391 Avenue L  
Riviera Beach, FL 33404  
[gvwilliams@rivierabch.com](mailto:gvwilliams@rivierabch.com) or phone: 561-845-4180

If a proposal is transmitted by U.S. Mail or other delivery medium, the Proposer shall be responsible for its timely delivery to the designated City Clerk's office.

Proposals received after the stated time and date will not be considered and will be returned unopened to the Proposer.

One (1) printed hard copy with original signatures bound, five (5) CDs with tabbed dividers separating each section. Original hard copy shall not exceed a total of Seventy (70) pages, inclusive of any schedules, charts or other illustrations. Each page shall be numbered consecutively, and shall not exceed 8-1/2" x 11" in size. Each text page shall be printed in font 11 and have a minimum 1" margin and include the required responses specified by items Part Five (5). An additional one set on CD (PDF format, and bookmarked to the same specifications as the hard copy) of the proposal of each design project shall be submitted by the proposing firm. All sets will be clearly labeled with the Proposer's Name, Project Name on the outside of each binder/on each CD label. If multiple proposals are being submitted, each must be packaged separately and presented as directed herein.

Following submittal of the Proposal, firms shall not add or substitute team members, including sub-consultants, unless approved by the Director of Purchasing or Director of Public Works. Any change in the proposed team shall be requested in writing to the Director of Purchasing/Director of Public Works. The request shall include an explanation of the reason for the substitution and a resume with the background and experience of the substitute team member.

Proposals (original CD's) shall be sealed within a container (box, envelope, package, etc.) and labeled in a prominent place on the exterior of the package as follows:

Firm Name-  
Request for Proposals #-"Title Name"

The Proposer shall have a place of business for contact by the City during normal hours on normal working days. An emergency phone number and the name of a responsible managing employee of the successful proposer shall be provided to the City.

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## INSURANCE REQUIREMENTS

### SECTION 3

The successful firm or individual entering a resulting contract with the City shall provide, pay for, and maintain in full force and effect at all times during the services to be performed insurance as set forth below:

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent contractor, personal injury)	\$1,000,000 per occurrence  \$1,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$1,000,000 single limits
Worker's Compensation, as applicable	\$1,000,000 per accident \$1,000,000 disease each employee \$1,000,000 disease policy limit
Including employer's liability insurance	\$1,000,000 per occurrence

Professional liability insurance requirements for outside counsel will maintain in full force and effect, during the life of this engagement, Standard Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence with a maximum deductible of Fifty Thousand Dollars (\$50,000.00). Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any legal services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

The commercial general liability and excess liability policies will name the City as an additional insured, and proof of such coverage shall be furnished to the City by way of an endorsement to same or a certificate of insurance no later than ten (10) days prior to the provision of services under the awarded contract and upon renewal of each policy each year the awarded contract remains in effect and for a period of one (1) year after the termination of the contract. All such insurance must be with an insurance carrier approved and authorized to do business in the state of Florida, and who must have a rating of no less than "excellent" by A.M. BEST, or as mutually agreed upon by the City and the successful Respondent. All such insurance policies may not be modified or terminated without the express written authorization of the City. The insurance requirements set forth herein may be modified by the City in its sole discretion in competitive negotiations.

Misrepresentation of any material fact, whether intentional or not, regarding the Respondent's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each proposing firm's or individual's proposal.**

## STATEMENT OF WORK

### SECTION 4

#### **4-1 SCOPE OF WORK**

##### **A. Turf maintenance**

- Mow all sodded areas.
- Edge all edges of pavement and/or curbing abutting sodded areas.
- Pick up all debris.
- "Blow-off" all paved surfaces of mowing debris.
- Weed-eat other areas as needed.

These items should be scheduled for twenty-nine (29) services per year: twice (2) per month: October through April; three (3) per month: May through September.

##### **B. Trim maintenance:**

- Edge all bed lines which abut turf areas
- Weed all beds and apply Pre-emergent if required
- Lightly prune and trim palms, trees, hedges, shrubs, and ground covers. Hedges and shrubs should be maintained at a maximum of 4' to 5'.
- Coconuts on all Coconut Palms should be removed on a regular basis during the entire year and especially prior to hurricane season. This should be conducted by a Certified Arborist.
- See Attachment A for Medjool Date Palm instructions

All pruning equipment needs to be clean to avoid transferring any diseases from plant to plant

##### **C. Irrigation maintenance:**

- The City will be responsible for adjusting watering periods based on seasonal rainfall projections and drought periods
- Check clock for proper operation
- Check all valves for proper operation
- Check all heads for alignment, rotation and spray distance
- Repair all broken pipes, risers heads & valve boxes
- Unclog nozzles and bubblers as needed
- All materials used shall be OEM
- These items should be scheduled at least once a month.
- Contractor to obtain training or be previously qualified & trained for the operation of the Toro Sentinel System
- Contractor shall bear the cost of all replacing all irrigation components including nozzles, sprinkler heads, piping and valves
- Payment for water usage will be paid by the City of Riviera Beach

##### **D. Fertilization:**

- Fertilize sod areas three (3) times a year: twice (2) in the Fall and once (1) in the Spring using an appropriate environmentally safe fertilizer
- The shrubs should be fertilized at the same time as the grass except using an appropriate environmentally safe fertilizer
- Palms and trees use an environmentally safe fertilizer. Fertilization of palms and trees should be done four (4) times a year to help enhance yearly growth on the new trees and palms.
- See Attachment A for Medjool Date instructions
- Contractor's fertilization activities are to be coordinated with the City as it relates to the date, time of planned fertilizations

**E. Maintenance of Five (5) Beach Access Walkways (Approximately 200' in Length) Along A1A on East Side of The Roadway, Verify Locations With The City.**

- Trim hedges on both sides of the walkway.
- Remove weeds chemically or mechanically.
- Keep all sidewalks free and clear by removing any debris and trash.
- Maintain the hedge on both sides of the walkway (where applicable) at a maximum height of 7-8 feet.

**F. Miscellaneous items:**

- All braces on the trees and palms should typically remain for one (1) year and through one (1) hurricane season. If the trees and palms are sufficiently rooted in, the braces can be removed at that time.
- Re-mulching of beds should be done twice (2) per year (or as needed) to maintain +/- 3" of shredded Eucalyptus Mulch or equal. This will assist in the elimination of weeds and hold the moisture for the plant materials.
- Spraying or treating of sod area and shrubs should be done as required to maintain healthy growth by a licensed professional using environmentally safe chemicals and monitored on a weekly basis.
- Trees, Palms, etc. should also be sprayed or treated as required by a licensed professional on an as needed basis.
- Inspect, clean & empty all trash containers along A1A. Activities to coincide with regular mowing schedule.
- See Attachment A for Medjool Date Palm instructions
- Check landscape lighting to ensure that no debris is stuck or covering up the lights. (If Applicable)

**4-2 GENERAL CONDITIONS**

1. The contractor shall furnish all labor, materials, equipment and required maintenance of traffic, necessary to perform the general work requirements. The services will be performed between the hours of 7:30 a.m. and 5 p.m. Monday through Friday.
2. The contractor will supply a list of all materials and equipment to be used in providing the service.
3. The contractor shall be responsible for any damage to or loss of City of Riviera Beach property.
4. The contract may be terminated at any time due to substandard completion of work, lack of attendance by work force or damage to City property.
5. The contractor must have a business phone number answered during business hours Monday and Friday or a cell phone for contact during working hours.
6. The contractor may subcontract certain procedures or operations as required. Proof of proper licensing and insurance will be provided upon request. The contractor is held responsible for any work performed by any subcontractor engaged.

After award and prior to start of work the contractor shall submit a listing of all subcontractors, if any, and the portion of the contract they will perform. No job can be subcontracted without prior approval from the Purchasing Director & Public Works Director.

7. It is required that the contractor employees be dressed in a uniform fashion with the company identification. Vehicles as well should be easily identified. A neat and clean appearance should be maintained as much as possible.
8. Contractors' vehicles and trailers shall be parked where they do not impede traffic or visibility at an intersection and proper maintenance of traffic (MOT) shall be utilized.
9. The contractor shall provide supervision of all maintenance and or repair work being performed. Supervisors shall be able to communicate problems to the Public Works representative at any time, and shall be easily accessible to the representative at all times either via e-mail or phone.
10. From time to time additional work may be requested of the contractor by the City for areas under the contract and other City owned or leased property. A cost estimate, schedule, or other determining information may be required before approval of work is to be granted.
11. It is expected that development growth will necessitate additional area to be routinely maintained under the same specifications, or as amended by the management or its representative. It is the intent to be able to add or delete as necessary with the related cost increases or decreases to be handled through the implementation of a change order approved by the City.

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Phoenix Canariensis - Phoenix Dactylifera "Medjool" Basic Maintenance Schedule

ATTACHMENT A

The use of an herbicide (Round Up or other) within 18" of the trunks of your date palms may severely damage or destroy them. Weed by hand near the trunks of your palms.

JANUARY	FEBRUARY	MARCH	APRIL
<p>Dormancy period.</p> <p>Inspect terminal bud for signs of boring/chewing insects. You are looking for a single terminal bud (spear leaf) frond laid down.</p> <p>If evidence of active insects is observed, immediately call a licensed PCO and ask them to drench the terminal bud and terminus with Fenmethrin or Orthene.</p>	<p>Dormancy period ending.</p> <p>New growth will become evident near the end of this month.</p>	<p>Fertilize with 3-4 pounds 8/4/12 improved palm special/slow release (pls call for label). All fertilizer must be dispersed around the trunk in small piles 12" to 36" out from the trunk.</p> <p>Root drench w/Cleary's 3336 &amp; Chip-Co Allette.</p> <p><u>Perform a trunk drench with Cleary's 3336. Drench the entire trunk until wet.</u></p>	<p>New canopy beginning to emerge.</p> <p>Inspect terminal bud for signs of boring/chewing insects. You are looking for a single terminal bud (spear leaf) frond laid down.</p> <p>If evidence of active insects is observed, immediately call a licensed PCO and ask them to drench the terminal bud and terminus with Fenmethrin or Orthene.</p>
MAY	JUNE	JULY	AUGUST
<p>New canopy emerging.</p>	<p>Fertilize with 3-4 pounds 8/4/12 improved palm special/slow release. (Pls call for label). All fertilizer must be dispersed around the trunk in small piles 12" to 36" out from the trunk. Root drench w/Cleary's 3336 &amp; Subdue. <u>Thoroughly drench the entire trunk of the palm with Cleary's 3336.</u></p>	<p>Hurricane Preparation.</p> <p>Remove all date stalks by cutting at the base of each stalk approx. 6" out from the base.</p> <p>On fully mature canopies remove the lowest set of fronds.</p>	<p>Inspect terminal bud for signs of boring/chewing insects. You are looking for a single terminal bud (spear leaf) frond laid down. If evidence of active insects is observed, immediately call a licensed PCO and ask them to drench the terminal bud and terminus with Fenmethrin or Orthene.</p>
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
<p>Fertilize with 2-3 pounds 8/4/12 improved palm special/slow release (pls call for label). All fertilizer must be dispersed around the trunk in small piles 12" to 36" out from the trunk. Root drench w/Cleary's 3336 &amp; Chip-Co Allette. <u>Thoroughly drench the entire trunk of the palm with Cleary's 3336.</u></p>	<p>Start of dormancy period.</p> <p>Root drench with Subdue near the end of the month.</p>	<p>Dormancy period.</p> <p>Inspect terminal bud for signs of boring/chewing insects. You are looking for a single terminal bud (spear leaf) frond laid down. If evidence of active insects is observed, immediately call a licensed PCO and ask them to drench the terminal bud and terminus with Fenmethrin or Orthene.</p>	<p>Dormancy period.</p> <p>Fertilize with 2-3 pounds 8/4/12 improved palm special/slow release (pls call for label). All fertilizer must be dispersed around the trunk in small piles 12" to 36" out from the trunk. Root drench w/Cleary 3336 &amp; Chip-Co Allette. <u>Thoroughly drench the entire trunk of the palm with Cleary's 3336.</u></p>

Apply all chemicals in accordance with the label instructions. Orthene app's assume a continuing boring insect presence on site. The fungicide applications specified herein are meant to be preventative in nature and may not be intensive enough to eradicate a disease that is already established on site.

## PROPOSAL EVALUATION PROCESS

### SECTION 5

#### 5-1 GENERAL OVERVIEW

The purpose of the Evaluation Process is to equitably judge each proposal submitted in response to the requirements specified by the Request for Proposal. Each responsive proposal will be evaluated by the Evaluation Committee using the process outlined herein. Final award is subject to approval by the City of Riviera Beach City Council.

All issues and questions regarding this project shall be addressed through the Purchasing Department. There shall be no communication between Evaluation Committee Members, their Staff, City staff and/or its Owners Representative or Consultant and the Proposers or their sub-consultants regarding this solicitation. Evaluation Committee Members are not allowed to meet separately and discuss the project or contents of the proposals.

#### 5-2 EVALUATION PROCESS

1. RFPs are received and names of respondents are publicly posted in the Purchasing Department and on the City's web-page within 72 hours of the submittal deadline.
2. Proposals will be evaluated and a contract awarded consistent with the provisions of Florida Statue 287.055, the "**Consultants' Competitive Negotiation Act**".
3. An Evaluation Committee, consisting of City personnel, will convene, review, discuss, and rank all proposals submitted using the evaluation criteria established in **Section 5** of this proposal.
4. Members will evaluation and assign points for all written proposals in accordance with their understanding of the criteria listed in "Evaluation Criteria".
5. The Purchasing Department will tally scores for all proposals and the committee will short-list no fewer than three (3) firms for oral presentations. Short-listed firms invited shall be deemed to be the most highly qualified to perform the service based upon the highest total average score for the written proposal.
6. Once interviews have been completed for short-listed firms, members of the Evaluation Committee will assign points for the oral presentations using the criteria listed in **Section 5**.
7. The Purchasing Department will tally scores for oral presentations and these scores will be added to total average scores received for the written proposal. Firms will be ranked according to their combined total average scores for both written proposal and oral presentation.
8. **The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.**
9. The Purchasing Department will prepare and submit an agenda item to the City Manager for approval by the City Council of the City of Riviera Beach.
10. The City Council will award or reject any or all proposal(s) recommended by the City Manager.

The Evaluation Committee shall rank all proposers received, which meet the submittal requirements. The evaluation committee will consider the following factors when ranking the proposals received:

<b>EVALUATION CATEGORIES</b>	<b>POINTS POSSIBLE</b>
<p><b>YEARS IN BUSINESS</b> (15 Points)</p> <p>Contractor's Years in Business (Must have been in business more than three (3) years)</p>	<b>15</b>
<p><b>EXPERIENCE</b> (25 points)</p> <p>Contractor should demonstrate that their staff has experience in landscape and irrigation maintenance.</p>	<b>25</b>
<p><b>LETTERS OF RECOMMENDATION EVALUATIONS</b> (25 points)</p> <p>The proposer shall provide a minimum of three (3) letters of recommendation and/or evaluations of previous public agency/private projects work similar in size and scope of the scope of work identified in this RFP. Their letters/evaluations should be provided by the agency or owner for which the work has completed, be dated no more than four years past the publish date of this RFP and clearly demonstrate timelines in completing projects.</p>	<b>25</b>
<p><b>PRICE</b> (25 points)</p>	<b>25</b>
<p><b>M/WBE OWNED</b> (10 points)</p> <p style="padding-left: 20px;"><b>Meet or Exceeds 15% participation</b> 7 <b>&lt; 15% participation</b> 3</p>	<b>10</b>
<p><b>LOCATION:</b> (10 Points)</p> <p>Corporate\Main Business Location in Riviera Beach or sub-contracting firms are located in Riviera Beach and provide at least 15% of the service (s)?</p> <p>Palm Beach County 7 Within Florida 4 Outside of Florida 2</p>	<b>10</b>
<b>TOTAL WRITTEN POSSIBLE POINTS</b>	<b>110</b>
<b>POSSIBLE BONUS POINTS</b>	<b>10</b>
<b>OVERALL TOTAL POINT</b>	<b>120</b>
<p><i>*Possible points (0 to 10 Points) Applied only to shortlist candidates.</i></p> <p><b><u>DOLLAR VOLUME OF PREVIOUS WORK CATEGORY:</u></b></p> <p><b>Dollar volume of work previously awarded to a firm (Prime\Subcontractor) by the City of Riviera Beach in the past five (5) years.</b></p> <p><b>Amount will be calculated for the past 5 years to include work as a Prime respondent, joint ventures and subcontractor/sub-consultants.</b></p>	
<p><b>TOTAL DOLLAR AMOUNT PAID UNDER PREVIOUS CONTRACTS (Including Purchase Orders and Work Orders) During the past 5 Years.</b></p>	

\$0 - \$150,000	10	
\$150,001 - \$300,000	8	
\$300,001 - \$500,000	6	
\$500,001 - \$750,000	4	
\$750,001 - \$1,000,000	2	
Over \$1,000,000	0	

## REQUIRED FORMS

IN ADDITION TO A FORMAL PROPOSAL, THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR RESPONSE.

1. REFERENCES
2. DRUG FREE WORKPLACE
3. NOTIFICATION OF PUBLIC ENTITY CRIMES LAW
4. CERTIFICATE OF TRUTH IN NEGOTIATIONS
5. SCHEDULE 1 - PARTICIPATION FOR M/WBE CONTRACTORS/PROPOSERS
6. SCHEDULE 2 - LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACTOR
7. SCHEDULE 3 - PARTICIPATION FOR SMALL BUSINESS ENTERPRISES
8. SCHEDULE 4 - LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS
9. SCHEDULE 5- LOCAL BUSINESS PARTICIPATION
10. SCHEDULE 6- LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS

**NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR BID IN ACCORDANCE WITH THE INSTRUCTION SHEET ON THE PRECEDING PAGE. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING CONSIDERED FOR AWARD.**

**IT IS THE BIDDER'S RESPONSIBILITY TO CONTACT THE PURCHASING DEPARTMENT PRIOR TO SUBMITTING A BID TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ANY AND ALL SUCH ADDENDA AND RETURN EXECUTED ADDENDA WITH THIS BID.**

**REFERENCES**

Bidders shall submit as a part of the bid package four (4) business references with the name of the business, address, contact person, and telephone number.

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

=====

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

=====

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

THIS CERTIFICATION is submitted by \_\_\_\_\_ the  
 (INDIVIDUAL'S NAME)

\_\_\_\_\_ of \_\_\_\_\_  
 (TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**CITY OF RIVIERA BEACH**

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$10,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title (Print or Type)

**TRUTH IN NEGOTIATIONS CERTIFICATE**

This is to certify that, to best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to the Contracting Officer or the Contracting Officer's representative in support of \_\_\_\_\_

\_\_\_\_\_ \*

are accurate, complete, and current as of \_\_\_\_\_ \*\*

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between proposer and the City that are part of the proposal.

FIRM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

\*Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

\*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached, of, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

\*\*\* Insert the day, month, and year of signing, which should be as close to practicable to the date when the price negotiations were concluded and the contract price was agreed to.

SCHEDULE 1  
PARTICIPATION FOR M/WBE CONTRACTORS/PROPOSERS

RFP TITLE: \_\_\_\_\_

RFP NUMBER: \_\_\_\_\_

NAME OF PRIME BIDDER: \_\_\_\_\_

RFP OPENING DATE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

NAME, ADDRESS & TELEPHONE NUMBER OF MINORITY CONTRACTOR	TYPE & DESCRIPTION OF WORK TO BE PERFORMED	BLACK	HISPANIC	OTHER	WOMEN
TOTAL					

TOTAL PARTICIPATION: \_\_\_\_\_%

TO BE COMPLETED BY  
PRIME PROPOSER:

RFP PRICE: \_\_\_\_\_

SCHEDULE 2

RFP NUMBER: \_\_\_\_\_  
LIASON: \_\_\_\_\_

LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACTOR

TO: \_\_\_\_\_

The undersigned intends to perform work in connection with the above RFQ as (check one):

an individual       a corporation       a partnership       a joint venture  
 The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Programming Design, Architecture, Construction Document, Project Management, Construction Administration

At the following price: \_\_\_\_\_

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items: \_\_\_\_\_ Projected Commencement Date: \_\_\_\_\_ Projected Completion: \_\_\_\_\_

\_\_\_\_\_ % of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

\_\_\_\_\_  
(NAME OF MINORITY CONTRACTOR)

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

BY: \_\_\_\_\_

SCHEDULE 3  
PARTICIPATION FOR SBE CONTRACTORS/PROPOSERS

RFP TITLE: \_\_\_\_\_

RFP NUMBER: \_\_\_\_\_

NAME OF PRIME BIDDER: \_\_\_\_\_

RFP OPENING DATE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT: \_\_\_\_\_  
\_\_\_\_\_

NAME, ADDRESS & TELEPHONE NUMBER OF MINORITY CONTRACTOR	TYPE & DESCRIPTION OF WORK TO BE PERFORMED	CERTIFICATION

TO BE COMPLETED BY PRIME PROPOSER:

RFP PRICE: \_\_\_\_\_

TOTAL PARTICIPATION: \_\_\_\_\_%

SCHEDULE 4

LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS ENTERPRISE

TO:

The undersigned intends to perform work in connection with the above RFP as (check one):

an individual                       a corporation                       a partnership                       a joint venture

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Programming, Design, Architecture, Construction Documents, Project Management, Construction Administration

At the following price: \$ \_\_\_\_\_

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items:                                      Projected Commencement Date:                                      Projected Completion:

\_\_\_\_\_ % of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

\_\_\_\_\_  
Name of Small Business Enterprise Contractor

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

BY: \_\_\_\_\_

SCHEDULE 5  
PARTICIPATION FOR LOCAL BUSINESS AS CONTRACTOR AT LEAST 25%

RFP TITLE: \_\_\_\_\_

RFP NUMBER: \_\_\_\_\_

NAME OF PRIME BIDDER: \_\_\_\_\_

RFP OPENING DATE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT: \_\_\_\_\_  
\_\_\_\_\_

NAME, ADDRESS & TELEPHONE NUMBER OF MINORITY CONTRACTOR	TYPE & DESCRIPTION OF WORK TO BE PERFORMED	% TO BE PERFORMED BY LOCAL BUSINESS	ESTIMATED DOLLAR VALUE

TOTAL: \_\_\_\_\_%

TO BE COMPLETED BY PRIME PROPOSER:

RFP PRICE: \_\_\_\_\_

TOTAL PARTICIPATION: \_\_\_\_\_%

SCHEDULE 6

LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS

TO:

The undersigned intends to perform work in connection with the above RFP as (check one):

an individual                       a corporation                       a partnership                       a joint venture

The undersigned is certified as an M/WBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Programming, Design, Architecture, Construction Documents, Project Management, Construction Administration

At the following price: \$ \_\_\_\_\_

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items:                                      Projected Commencement Date:                                      Projected Completion:

\_\_\_\_\_ % of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

\_\_\_\_\_  
Name of Local Contractor

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

BY: \_\_\_\_\_

**EXHIBIT "C"**

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**LV SUPERIOR LANDSCAPING, INC.**

**TABLE OF CONTENTS**

**RFP 382-13**

**Title Page.....1**

**Letter of Interest.....2**

**Company References.....3-4**

**Letters of Recommendation.....5-7**

**Contracts in Progress.....8**

**Services & Cost.....9-11**

**Insurance Certificates.....12-13**

**Palm Beach County License.....14**

**Certificate of Training/Best Management Practices.....15**

**Equipment List.....16**

**Truth in Negotiations Certificate.....17**

**Drug Free Work Place.....18**

**Notification of Public Entity Crimes Law.....19**

**Letter of Intent to Perform as a Local Business.....20**

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**LV SUPERIOR LANDSCAPING, Inc.**

[www.lvsuperiorlandscaping.com](http://www.lvsuperiorlandscaping.com)

**City of Riviera Beach  
Office of the City Clerk  
600 West Blue Heron Boulevard, Suite 140  
Riviera Beach, FL 33404**

**Request for Proposal #382-13  
Landscape & Irrigation Maintenance Services  
SR A1A between US1 & Burnt Bridge**

**March 7, 2013**

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## LV SUPERIOR LANDSCAPING, Inc.

2926 D Road  
Loxahatchee, FL 33470

Tel: 561.439.8577

Fax: 561.439.3701

E-mail: lvsuperiorlandscaping@hotmail.com

March 7, 2013

City of Riviera Beach  
Office of the City Clerk  
600 West Blue Heron Boulevard, Suite 140  
Riviera Beach, FL 33404

Dear Sir/Madam:

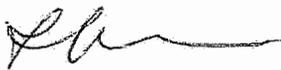
Following years working in the landscaping industry, I founded LV Superior Landscaping, Inc. in 2006 as a mom and pop landscaping company. Since then, the company has grown, with multiple work crews, to provide landscaping services to equestrian homeowners, condominium/homeowner associations, The Palm Beach County School Board, agencies of Palm Beach County, and local municipalities.

Our Mission Statement is to provide quality landscaping services to homeowners, HOA/COA'S and local governments, as well as to provide employment opportunities.

Our company is owner operated. The owner and office manager will have the overall responsibility in managing all accounts. LVSL has years of experience with condominium/homeowner associations as well as providing landscape services to many different facets of local municipalities.

It would be our pleasure for you to consider us as a business partner in the following proposal.

Sincerely,



Lucilo Vasquez  
President  
LV Superior Landscaping

**REFERENCES**

*Please see attached*

Bidders shall submit as a part of the bid package four (4) business references with the name of the business, address, contact person, and telephone number.

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

=====

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

=====

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**Company References**  
**LV Superior Landscaping, Inc.**

**The School District of Palm Beach County**

3300 Forest Hill Blvd.

West Palm Beach, FL 33406

T: 561-248-2930 e-mail: david.kroll@palmbeachschools.org

David Kroll, Landscape Sites Technician

Scope of Work: Currently servicing 12 schools lawn service and landscape maintenance\*

Approximately 450 Acres

Dates of Service: November 2007 – present

**Board of County Commissioners**

**Palm Beach County Fire Rescue Stations**

Ernesto Gonzalez – Building Coordinator

50 S. Military Trail, Suite #110

West Palm Beach, FL 33415

T: 561-233-0871 e-mail: exgonzal@co.palm-beach.fl.us

Scope of Work: Currently servicing 15 fire stations landscape and lawn maintenance\*

Approximately 20 Acres

Dates of Service: July 2009 - present

**The Continental Group**

April Narine, LCAM, Community Association Manager

6300 Park of Commerce Blvd

Boca Raton, FL 33487

T: 561-989-5058 F: 561-989-5158 e-mail: anarine@tcgmt.com

Scope of Work: Landscape and Lawn Maintenance\*

Approximately 30 Acres

Dates of Service: October 2007 – present

**Indian Trail Improvement District**

13476 61<sup>st</sup> Street North

West Palm Beach, FL 33412

T: 561-793-0874 F: 561-7933716 e-mail: twojnar@indiantrail.com

Tim Wojnar, Director of Parks & Recreation

Scope of work: District Wide Parks Mowing of 9 Parks and Administration Building\*

Approximately 65 Acres

Dates of Service: November 2011 - present

**Reutter Investments**

1031 Bauhinia Road

Delray Beach, FL 33483

T: 561-266-6590 e-mail: treutter@bellsouth.net

Contact: Thomas Reutter, President

Scope of work: Landscape and lawn maintenance for Reutter Investment's projects/properties\*

Approximately 10 Acres

Dates of Service: February 2008 – present

\*Landscape & Lawn Maintenance includes: mowing, edging, line trimming, hedge trimming, maintaining hedges, ornamental shrubs, planters, ground covers: mowing & edging, weed control: chemical, mechanical & hand, policing trash in open & shrub beds, debris disposal, paved surfaces blown clean, trimming and pruning of trees and palms, installation & design of new landscape, pest control, fertilization, mulching.

## **LV Superior Landscaping**

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**From:** "Jim Shallman" <Jshallman@indiantrail.com>  
**Date:** Thursday, July 05, 2012 5:12 PM  
**To:** "LV SUPERIOR LANDSCAPING INC" <lvsuperiorlandscaping@hotmail.com>  
**Subject:** Letter of Recommendation

Indian Trail Improvement District has nine public parks, and an Administration Building. Our Parks Department handled the mowing until November of 2010. In Nov., 2011 we awarded a contract to LV Superior Landscaping. Not only did they have the lowest bid, but their references were all excellent, Since that time they have proven to be better than we could have hoped for. The crews are professional, punctual, knowledgeable, and thorough. LV Superior has exceeded expectations in every category. I recommend them without hesitation for any professional landscaping endeavor. Please feel free to call me with any questions.

G. James Shallman  
Indian Trail Improvement District  
13476 61st St. N.  
West Palm Beach, FL 33412  
561-721-4827  
jshallman@indiantrail.com

## **LV Superior Landscaping**

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**From:** "David Kroll" <david.kroll@palmbeachschools.org>  
**Date:** Thursday, July 05, 2012 2:23 PM  
**To:** "LV Superior" <lvsuperiorlandscaping@hotmail.com>  
**Subject:** L.V.Superior

Good Afternoon,

L.V. Superior has been one of our Landscape Vendors for the last 4 years. I have found them to be a consciences, courteous, and safety minded company willing to go the distance for a job well done.

Thank You,

David G. Kroll  
School District of Palm Beach County  
Landscape Sites Technician, Grounds  
Facility Services  
561-248-2930 Cell  
561-688-7672 Office  
561-688-7662 Fax  
david.kroll@palmbeachschools.org

Home of Florida's first LEED Gold Certified School

Under Florida law, e-mail addresses are public records. If you do not want your e-mail released in response to a public records request, do not send electronic mail to this office. Instead, contact this office by phone or in writing.

**LV Superior Landscaping**

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**From:** "LV Superior Landscaping" <lvsuperiorlandscaping@hotmail.com>  
**Date:** Thursday, July 05, 2012 10:07 AM  
**To:** "alan Ulevitch" <aru1@bellsouth.net>  
**Subject:** Re: A Recommendation

Thanks Alan! M

-----Original Message-----

From: alan Ulevitch  
Sent: Thursday, July 05, 2012 10:01 AM  
To: [lvsuperiorlandscaping@hotmail.com](mailto:lvsuperiorlandscaping@hotmail.com)  
Subject: A Recommendation

For all those interested, LV Superior Landscaping has on every occasion has demonstrated excellent performance in whatever job requirement has been requested over the past three years at my home. In addition to regular care of ornamentals extending to the tall hedges, everything that was promised was delivered with no inconsistencies. Every promise date was fulfilled. In addition, during these past three years I have contracted for large landscape renovations/additions and both times my wife and myself could not have been happier. I have found Mr. Lucillo Vargas to be quite caring and a professional who has always followed through on his promises. If any questions arise, please give me a call.

Alan Ulevitch Lake Worth,

FL 212) 649-5111

Contracts in Progress  
LV Superior Landscaping, Inc.

The School District of Palm Beach County  
Landscape Maintenance of 12 Schools  
Dates of Service: November 2007 – present  
Annual Contract Value: \$120,000

Board of County Commissioners  
Palm Beach County Fire Recue Stations  
Landscape Maintenance of 13 Fire Stations  
Dates of Service: July 2009 – present  
Annual Contract Value: \$59,535

City of Delray Beach  
Landscape Maintenance of Lake Ida Road Medians  
Dates of Service: November 2011 - present  
Annual Contract Value: \$6,665

City of Delray Beach  
Landscape Maintenance of South Federal Highway & Congress Avenue Medians  
Dates of Service: November 2011 - present  
Annual Contract Value: \$13,020

Indian Trail Improvement District  
Landscape Maintenance of 10 Parks  
Dates of Service: November 2011 - present  
Annual Contract Value: \$40,625

Board of County Commissioners  
Palm Beach County Streetscapes  
Landscape Maintenance of Various Roads & Right of Ways  
Dates of Service: November 2011 - present  
Annual Contract Value: \$95,000

Board of County Commissioners  
Palm Beach County  
3 County owned Parks  
Landscape Maintenance  
Dates of Service: September 2012 – present  
Annual Contract Value: \$40,000

State of Florida – Palm Beach County  
Landscape Maintenance of 7 Health Departments  
Dates of Service: September 2012 – present  
Annual Contract Value: \$72,000

Village of Royal Palm Beach  
Landscape Maintenance of 8 Parks/Lake Fronts  
Dates of Service: September 2012 – present  
Annual Contract Value: \$42,000

# LV SUPERIOR LANDSCAPING, Inc.

2926 D Road  
Loxahatchee, FL 33470  
Tel: 561.439.8577  
Fax: 561.439.3701  
E-mail: lvsuperiorlandscaping@hotmail.com

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## PROPOSAL FOR LANDSCAPE MAINTENANCE

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This Proposal is for landscape and irrigation maintenance services on an annual basis for SR A1A between US1 and Burnt Bridge on Singer Island, located within the City of Riviera Beach, Riviera Beach Florida. The following will outline and describe the services provided on an annual basis for the continued overall aesthetically pleasing appearance of SR A1A Streetscape Project.

### Article I. General Guidelines

#### 1.01

All work will be performed in a professional and workmanlike manner by experienced and well trained, uniformed personnel, utilizing clean, well-maintained equipment of the latest and most efficient design.

#### 1.02

The practices and procedures employed will be according to accepted industry standards; installations and applications will be made with technical expertise; all vehicles and equipment will be operated both skillfully and safely within the City of Riviera Beach.

#### 1.03

LVSL shall have an operational calendar for service to ensure frequency and timing.

### Article II. Scope of Work

#### 2.01

The work includes the furnishing of all labor, materials, supervision, tools, equipment, for completion of the work in accordance with all the terms and conditions of contract including all specifications. LVSL will satisfactorily maintain all common areas including: developed land areas. Service includes weed control, trimming of plants, shrubs and hedges, as well as lawn on entire property.

### Article III. Personnel

#### 3.01

LVSL shall have experienced and trained personnel at all times when any service is provided on grounds. This includes a supervisor who has previously worked successfully in landscape maintenance of streetscape maintenance. Uniforms will be worn at all times and kept in a neat, clean appearance. They will observe safety guidelines at all times. All personnel will demonstrate appropriate and professional conduct.

### Article IV. Mowing, Edging, Trimming, Weed Control, Fertilization, Irrigation

#### 4.01

Contractor will mow turf areas as needed according to seasonal growth. Twenty nine services per year; twice per month from October through April and three times per month from May through September. No more than 1/3 of the leaf blades should be removed per mowing. Mowing shall be with a proper standard mower scheduled for twenty-nine cuts per year. Twice per month October through April and three times per month; May through September. Cuts can be modified to address a slower or faster

growing season. Mower blades will be sharp at all times to provide a quality cut. Mowing height will be according to grass type and variety. Contractor will leave clippings on the lawn as long as no readily visible clumps remain on the grass surface after mowing. Otherwise, contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them. In the case of fungal disease outbreaks, contractor will collect clippings until the disease is undetectable. Contractor will edge tree rings and plant beds, sidewalks, fences, driveways, parking lots, and other surfaced areas bordered by grass will be edged. Turf around sprinkler heads will be trimmed or treated with a non-selective herbicide so as to not interfere with or intercept water output. Isolated trees and shrubs growing in lawn areas will require mulched areas around them (minimum 2-foot diameter) to avoid bark injury from mowers and filament line trimmers and to reduce root competition from grass. Contractor will clean all clippings from sidewalks, curbs, and roadways immediately after mowing and/or edging. Contractor will not sweep, blow or otherwise dispose of clippings in sewer drains.

#### 4.02

**Pruning/Trimming:** Shrubs will be pruned with hand shears as needed to provide an informal shape, fullness and blooms. Hedges and shrubs will be maintained at a maximum of 4'-5'. No pruning will be done during or immediately following growth flushes, branches will be pruned just outside the branch collar. Sucker growth will be removed from the base of trees. Coconuts on all Coconut Palms will be removed on a regular basis during the entire year and especially prior to hurricane season. The contractor will remove all litter.

#### 4.03

**Weed Control:** Contractor shall inspect and control weed growth through industry standards on a regular basis (every instance we service property). This will include frequent monitoring and spot treatment as necessary. Weeds in beds or mulched areas will usually be removed mechanically or by hand. Upon client approval, herbicides may be employed for heavy weed infestations.

#### 4.04

**Pest Control, Insect Control and Diseases:** For lawn and ornamentals, LVSL personnel will inspect, diagnose, and recommend treatment for any issues that fall under this category in order to contribute to the health and overall appearance of the City of Riviera Beach.

#### 4.05

**Fertilization:** Fertilization will be provided three times per year; twice in the Fall and once in the Spring for sod and shrubs. Palms and trees will be fertilized quarterly. The applications will be in accordance to those normally used for south Florida at the proper time of the year. Fertilizers should contain equal amounts of nitrogen and potassium, and 30% or more of both elements should be available in slow-release form. Established shrubs in lawn areas exposed to lawn fertilizations will not be fertilized supplementally. Fertilizer applied to shrubs and trees planted in beds shall be broadcasted over the entire plant bed. Fertilizer may be punched shallowly into the soil on berms and slopes where runoff is likely.

#### 4.06

**Mulching:** The re-mulching of beds will be done twice per year or as needed to maintain +/- 3" of shredded Eucalyptus Mulch or equal.

#### 4.08

**Beach Access Walkways:** Trimming of hedges on both sides of the walkways, removing weeds chemically or mechanically, keeping all sidewalks free and clear of debris. Maintenance of hedges on both sides of walkways where applicable at a maximum height of 7-8 feet.

#### 4.09

**Irrigation System Work:**

Irrigation will be addressed and provided as described in contract.

4.10

**Miscellaneous Items:** Removal of braces on trees if firmly rooted after one year. Inspection, clean and empty all trash containers along A1A to coincide with regular mowing schedule. Checking landscape lighting to ensure that no debris is stuck or covering up lights.

## **Article V. Terms of Service and Agreement**

5.01

**Terms:** Any damages to property by LVSL will be repaired by LVSL at its own expense. Annual proposed service is \$56,400 and zero cents. The monthly amount of service will be invoiced \$4,700 and zero cents. Payments will be due 30 days from date of invoice. The duration of this contract would be for 2 years from start date. Contract may be extended upon mutual agreement.

**Proposed by:**

***LV Superior Landscaping, Inc.***



**Name: Lucilo Vasquez**

**Title: President**

**Date: 03/07/2013**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/01/13

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> B-Safe Insurance 4772- A Okeechobee Blvd. West Palm Beach, FL 33417 Phone (561)471-0100 Fax (561)897-2966	<b>CONTACT NAME:</b> PHONE (AG, No, Ext): (561)471-0100 FAX (AG, No): (561)897-2966 E-MAIL: agency@bsafeins.com ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> LV SUPERIOR LANDSCAPING 2926 D Road LOXAHATCHEE, FL 33470- (561) 439-8577	<b>INSURER A:</b> CAPACITY INSURANCE COMPANY	
	<b>INSURER B:</b> PROGRESSIVE	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	CLM01002521A	01/25/2013	01/25/2014	EACH OCCURRENCE \$ 1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00						
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS	Y	N	08243746-1	09/16/2012	09/16/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00
	BODILY INJURY (Per person) \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BORIS JOFRE

*Copy for Insured*



# CERTIFICATE OF LIABILITY INSURANCE

LRG  
R022DATE (MM/DD/YYYY)  
03-01-2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AUTOMATIC DATA PROCESSING INS AGCY 250717 P:()- F:()- PO BOX 33015 SAN ANTONIO TX 78265	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> L.V.SUPERIOR LANDSCAPING, INC. 2926 D RD LOXAHATCHEE FL 33470	INSURER A: Twin City Fire Ins Co		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED:      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		76 WEG ZW6142	12/11/2012	12/11/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

CANCELLATION

*Copy for Insured*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Joe Taylor*

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**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.taxcollectorpbcc.com Tel: (561) 355-2272

**\*\*LOCATED AT\*\***  
 8712 60TH TER S  
 LAKE WORTH, FL 33467-6212

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0017 PEST CONTROL FIRM	LEVY JONATHAN M	JB159165	B12.606583 - 08/27/12	\$33.00	B40078674

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2012/2013 LOCAL BUSINESS TAX RECEIPT**

B3 - 161

PROTEK PEST CONTROL INC  
 PROTEK PEST CONTROL INC  
 8712 60TH TER S  
 LAKE WORTH, FL 33467-6212



**LBTR Number: 201015879  
 EXPIRES: SEPTEMBER 30, 2013**

This receipt does not constitute a franchise.  
 agreement, permission of authority to perform the  
 services or operate the business described herein  
 when a franchise, agreement or other county  
 commission, state or federal permission of authority  
 is required by county, state or federal law.



GV14627-1

Certificate #  
GV14627

Trainee ID #



# Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

## Lucilo Vasquez

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

\_\_\_\_\_  
Issuer

D. Rainey  
Instructor

7/7/2011  
Date of Class

\_\_\_\_\_  
DEP Program Administrator

Not valid without seal

## LV Superior Landscaping Equipment List

### Trailers

- (1) 8'x24' Closed
- (1) 7'x16' Closed
- (1) 8'x22' Open
- (1) 7'x16' Open

### Hustlers

- (1) 72" Hustler
- (1) 66" Hustler
- (2) 60" Hustler

### Mowers

- (1) 60" Dixie Chopper
- (2) 36" Ride Standard
- (1) 36" Walk Behind
- (1) 21" Walk Behind

### Miscellaneous Equip

- (5) Weed Eaters
- (4) Edgers
- (3) Blowers
- (3) Hedge Trimmers
- (1) Stump Grinder

### Chainsaws

- (2) 14" Chainsaw
- (3) 25" Chainsaw
- (1) 18" Chainsaw

### Trucks

- (1) 2000 Isuzu Dump Truck
- (1) 1995 GMC Dump Truck
- (1) 1999 Ford F150 King Cab P/U Truck
- (1) 2001 Ford F250 P/U Truck

**TRUTH IN NEGOTIATIONS CERTIFICATE**

This is to certify that, to best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to the Contracting Officer or the Contracting Officer's representative in support of RFP 382-13

SR A1A Landscape Maintenance \*

are accurate, complete, and current as of 03-07-2013 \*\*

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between proposer and the City that are part of the proposal.

FIRM: L.V. Superior Landscaping, Inc.

SIGNATURE: [Signature]

NAME: Lucia Vasquez

TITLE: OWNER

DATE: 03-07-2013 \*\*\*

\*Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

\*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached, of, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

\*\*\* Insert the day, month, and year of signing, which should be as close to practicable to the date when the price negotiations were concluded and the contract price was agreed to.

17  
[Signature]

**DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

THIS CERTIFICATION is submitted by Luisito Vasquez the  
 (INDIVIDUAL'S NAME)  
Owner of L.V. Superior Landscaping  
 (TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

[Signature]  
 SIGNATURE

3-7-13  
 DATE

**CITY OF RIVIERA BEACH**

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$10,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

LV Superior Landscaping  
Firm Name

[Signature]  
Signature

Lucio Vasquez, Owner  
Name & Title (Print or Type)

SCHEDULE 6

LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS

TO: *City of Riviera Beach*

The undersigned intends to perform work in connection with the above RFP as (check one):

an individual       a corporation       a partnership       a joint venture

The undersigned is certified as an M/WBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Programming, Design, Architecture, Construction Documents, Project Management, Construction Administration

At the following price: \$ 56,400

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

<u>Items:</u>	<u>Projected Commencement Date:</u>	<u>Projected Completion:</u>
	<i>As outlined in contract</i>	

0 % of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

L.V. Superior Landscaping, Inc.  
Name of Local Contractor

Date: 3-7-13

BY: *[Signature]*

FM 416478-1-12-01

BDB 52

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE HIGHWAY LANDSCAPE MAINTENANCE, AND COMPENSATION  
AGREEMENT**

Page 1 of 5

THIS AGREEMENT, entered into this 6 day of April, year of 2005, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT", and the CITY of RIVIERA BEACH hereinafter referred to as the "MAINTAINING AGENCY":

**WITNESSETH:**

**WHEREAS**, the MAINTAINING AGENCY has the authority to enter into this Agreement and to undertake the maintenance of the landscape and irrigation on the State Highway System, and the FDOT is authorized under Sections 334.044, Florida Statutes and 335.055, Florida Statutes to enter into this Agreement, and

**WHEREAS**, the MAINTAINING AGENCY has authorized its undersigned officers to enter into and execute this Agreement,

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the FDOT and the MAINTAINING AGENCY hereby agree as follows:

**1. Maintenance of Facilities**

- a. The MAINTAINING AGENCY shall maintain all the landscape, irrigation, and hardscape(s), effective date July 1, 2004 or after this Agreement is executed and thereafter, now or hereafter located on the State Highway System within the jurisdictional boundaries of the MAINTAINING AGENCY described in Exhibit "A" attached hereto and by reference made a part hereof, hereinafter referred to as the "Facilities", throughout its expected useful life. For purposes of this Agreement, the term FACILITIES shall be deemed to include, but not necessarily limited to, landscape (trees, shrubs, grass, groundcover scientifically classified as plants), irrigation (pipes, fittings, controllers, spray heads, electrical and water consumption costs, and impact fees), and hardscape(s) (fountains, benches, trash receptacles, brick paver or decorative sidewalks or crosswalks, or any aesthetics requested by the MAINTAINING AGENCY that do not constitute a part of the necessary roadway function and structure) on roadways, as well as park and ride lots, and recreational areas owned by or located on the property of the FDOT.
- b. In maintaining the Facilities, the MAINTAINING AGENCY shall perform all activities necessary to preserve the design intent for safety and aesthetics. The minimum level of maintenance shall be no less than the standards set forth in FDOT's Rule Chapter 14-40, *Highway Beautification and Landscape Management* outlining installation and maintenance activities for landscape projects and vegetation management for outdoor advertising, *Maintenance Management Systems* (325-010-001) and mowing activities according to the most current version of FDOT's *A Guide to Roadside Mowing*. All plant materials installed shall be Florida #1 or better, according to the most current edition of *Grades and Standards for Nursery Plants* and installed and maintained in strict accordance with sound nursery practice prescribed by International Society of Arboriculture (ISA). Trees and palms within the right-of-way shall be trimmed to discourage encroachment over roadways, shoulders, clear zones and sidewalks. Definition of these limits is included in FDOT criteria and standards and FDOT's *Florida's Design Standards for Resurfacing, Restoration and Rehabilitation (3R) of Streets and Highways*. Tree and Palm trimming shall be supervised by an ISA Certified Arborist and shall meet the standards set forth by the ISA. Irrigation installation and maintenance shall conform to the standards set forth by the Florida Irrigation Society (FIS), the latest edition of *FIS Standards and Specifications for Turf and Landscape Irrigation Systems*.
- c. All maintenance shall be in accordance with the provisions of the following:
  - (1) Manual of Uniform Traffic Control Devices and Standard Index Series 600; and,

**EXHIBIT D**  
**DOT HIGHWAY AGREEMENT**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE HIGHWAY LANDSCAPE MAINTENANCE, AND COMPENSATION  
AGREEMENT**

Page 2 of 5

- (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures.
- d. ~~For landscape, irrigation and hardscape(s) installed as part of an FDOT project, the MAINTAINING AGENCY's obligation to maintain shall commence upon the MAINTAINING AGENCY's receipt of notification from the FDOT that the FDOT has finally accepted the project.~~
- e. The obligations under this Paragraph 1 will continue beyond the first fiscal year hereof except as provided for in Paragraph 6, but are subject to changes in the amount to be paid as set forth in Subparagraph 2b hereof.

**2. Compensation and Payment**

- a. The FDOT agrees to pay to the MAINTAINING AGENCY a lump sum amount of eighteen thousand four hundred four dollars (\$18,404.00) as calculated in Exhibit "B", attached hereto and by reference made a part hereof, for the fiscal year in which this Agreement is signed (fiscal year as referenced in this Agreement shall be FDOT's fiscal year beginning July 1<sup>st</sup> and ending June 30<sup>th</sup>).
- b. Prior to each future fiscal year, the FDOT will advise the MAINTAINING AGENCY of any significant change in the FDOT's Roadway Characteristics Inventory funds upon which Exhibit "B" is derived prior to the fiscal year beginning. The FDOT will issue an Annual Authorization of Continued Maintenance and Compensation Adjustment letter in the form of Exhibit "C", attached hereto and by reference made a part hereof, confirming the amount and authorizing the performance of maintenance for each new fiscal year. If the MAINTAINING AGENCY fails to execute the Annual Authorization of Continued Maintenance and Compensation Adjustment letter, it will be treated as a termination of this Agreement by the MAINTAINING AGENCY under paragraph 6.c.
- c. Invoices may be submitted anytime after May 19<sup>th</sup> of the fiscal year in which the services were provided, but no later than 180 days after the end of said fiscal year. Payment shall be made in one lump sum as provided in paragraph 4 hereof.
- d. Payment shall be made in accordance with Section 215.422, Florida Statutes.
- e. Bills for fees or other compensation for services or expenses shall be submitted in a format acceptable to the FDOT and in detail sufficient for a proper pre-audit and post-audit thereof.

**3. Record Keeping**

The MAINTAINING AGENCY shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by the FDOT.

Records shall be maintained and made available upon request by the FDOT at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the FDOT upon request.

**4. Invoicing**

Upon receipt, the FDOT has five (5) working days to inspect and approve the goods and services. The FDOT has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. If a payment is not available within forty (40) days, a separate interest penalty at the rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount to the MAINTAINING AGENCY. Invoices returned to a MAINTAINING

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE HIGHWAY LANDSCAPE MAINTENANCE, AND COMPENSATION  
AGREEMENT**

Page 3 of 5

**AGENCY** because of **MAINTAINING AGENCY** preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **FDOT**.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The **FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The **FDOT** shall require a statement from the Comptroller of the **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.

The **FDOT** will provide a copy of the statement referenced above to the **MAINTAINING AGENCY**.

**5. Default**

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by the **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from the **FDOT** of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

**6. Termination**

This Agreement may be terminated under any one (1) of the following conditions:

- a. By **FDOT**, if the **MAINTAINING AGENCY** fails to perform its duties under Paragraph 1, following (14) days written notice.
- b. By **FDOT**, for refusal by the **MAINTAINING AGENCY** to allow public access to all document, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE HIGHWAY LANDSCAPE MAINTENANCE, AND COMPENSATION  
AGREEMENT**

Page 4 of 5

c. By the **MAINTAINING AGENCY** for convenience, by providing 30 days written notice to **FDOT**, subject to **AGENCY** reimbursing **FDOT** for the original cost of the landscaping and the cost of removal of same.

**7. Indemnification**

The **MAINTAINING AGENCY**, to the extent allowed by Section 768.28, Florida Statutes, shall indemnify, defend, save, and hold harmless, the State, the **FDOT**, and all of their officers, agents, and employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of this Agreement by the **MAINTAINING AGENCY**, its subcontractors, agents, or employees or due to any act or occurrence of omission or commission of the **MAINTAINING AGENCY**, its subcontractors, agents or employees.

**8. Force Majeure**

Neither the **MAINTAINING AGENCY** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

**9. Miscellaneous**

- a. The **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
- e. Time is of the essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

**MAINTAINING AGENCY:**  
Director of Public Works  
City of Riviera Beach

**FDOT:**  
District IV Maintenance Engineer  
Florida Department of Transportation

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE HIGHWAY LANDSCAPE MAINTENANCE, AND COMPENSATION  
AGREEMENT**

Page 5 of 5

2391 Avenue L  
Riviera Beach, Fl. 33404  
T: 561-845-4080

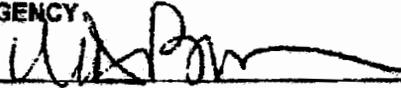
3400 West Commercial Blvd.  
Fl. Lauderdale, Fl. 33309  
T: 954-777-4219

- g. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
- h. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY

BY: (Signature) \_\_\_\_\_



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

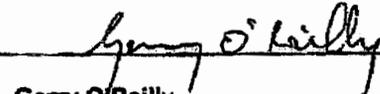
4/06/2005

(Typed Name: Michael D. Brown)

(Typed Title: Mayor)

-----  
FDOT

BY: (Signature) \_\_\_\_\_



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

5/19/05

(Typed Name: Gerry O'Reilly)

(Typed Title: Director of Planning and Programming)

-----  
FDOT Legal Review

BY: (Signature) \_\_\_\_\_

  
District Counsel

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

5/17/2005

(Typed Name: Dawn Raduano)

COUNTY: Palm Beach

## EXHIBIT A

### ROADS TO BE MAINTAINED BY THE CITY OF RIVIERA BEACH:

- State Road 708 (Blue Heron Blvd.) from SR 710 (Beeline Hwy.) to US-1 (total length 3.667 miles)
- State Road A-1-A from US-1 east and then north to North City Limits (total length 3.244 miles)
- State Road 710 (Beeline Hwy.) from SR 809 (Military Trail) to Avenue E (total length 4.937 miles)
- State Road 809 (Military Trail) from North of 45 Street to Four Seasons Drive (total length 2.099 miles)

NOTE: State Project Fin Number 229896-1-52-01 will reconstruct 0.641 miles of SR 710 from west of Australian Avenue to Old Dixie Highway which is included in the above tabulation. No maintenance should be performed during construction and reimbursements will be suspended for that section of roadway pursuant to subparagraph 2. b. of the agreement.

**EXHIBIT B**

**ROADWAY MAINTENANCE REIMBURSEMENT  
CITY OF RIVIERA BEACH**

SR 708 (Blue Heron Blvd.):  
FROM SR 710 TO US 1  
(0.000 - 3.667)

SR 710 (Beeline Hwy.):  
From Military Trail east to Avenue E  
(19.000 - 23.937)

SR A1A :  
FROM US 1 East to North City Limits.  
(0.000 - 3.244)

SR 809 (Military Trail):  
FROM North of 45 Street to Four Seasons Drive.  
(6.000 - 8.999)

(A) (B) (C) (D)

ACTIVITY	UNIT	PERCENT FUNDED	COST PER UNIT (\$)	CYCLES BUDGETED (NO. OF TIMES SERVICED/YR)	WORK LOAD	TOTAL \$ BUDGETED A*B*C*D
SMALL MACHINE MOWING	ACRE	60.00%	81.02	7	19.52	\$6,642.34
INTER. MACHINE MOWING	ACRE	60.00%	48.99	7	16.832	\$3,463.32
LARGE MACHINE MOWING	ACRE	75.00%	14.03	7	8	\$589.26
LITTER PICKUP	ACRE	52.50%	7.13	18	23.35	\$1,573.29
EDGING & SWEEPING	EDGE MILLS	52.50%	295.33	1	39.576	\$6,136.19

Total = \$18,404.40

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE HIGHWAY LANDSCAPE MAINTENANCE, AND COMPENSATION  
AGREEMENT**

Page 1 of 1

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**EXHIBIT C**

**ANNUAL AUTHORIZATION OF CONTINUED MAINTENANCE AND COMPENSATION ADJUSTMENT**

As provided for in subparagraph 2.a and 2.b of the State Highway Landscape Maintenance and Compensation Agreement dated \_\_\_\_\_, the MAINTAINING AGENCY is hereby authorized to continue maintenance activities and annual compensation is adjusted to \$ \_\_\_\_\_ (see attached Exhibit B) for the Fiscal Year beginning July First in the year of the signing date below. All other terms and conditions are to remain unchanged.

**MAINTAINING AGENCY:**

Director of Public Works  
City of Riviera Beach  
2391 Avenue L  
Riviera Beach, Fl. 33404  
T: 561-845-4080

**FDOT:**

District IV Maintenance Engineer  
Florida Department of Transportation  
3400 West Commercial Blvd.  
Ft. Lauderdale, Fl. 33309  
T: 954-777-4200

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



## Florida Department of Transportation

**JEB BUSH**  
GOVERNOR

**JOSÉ ABREU**  
SECRETARY

**DISTRICT MAINTENANCE - DISTRICT 4**  
3400 West Commercial Boulevard, Fort Lauderdale, Florida 33309-3421  
Telephone (954) 777-4200 Fax (954) 777-4223  
May 16, 2005

**Mr. Don Jacobovitz**  
Director of Public Works  
City of Riviera Beach  
2391 Avenue L  
Riviera Beach, Florida 33404

Dear Mr. Jacobovitz:

**Re: Reimbursable Maintenance Contract: BDB 52**  
**Financial Project Number: 416678-1-78-01**  
**Description: Providing Landscape Maintenance Activities Along Various State**  
**Roads Throughout the City of Riviera Beach**

### **NOTICE TO PROCEED AND LETTER OF AUTHORIZATION**

Contract #BDB 52 covering work to be performed on Project #416678-1-78-01 was executed May 19, 2005.

Please consider this as your authorization to continue the landscape maintenance activities under Contract #BDB 52 for the period from July 1, 2005 to June 30, 2006 for the lump sum amount of \$18,404.40 in accordance with Exhibit "B" of the agreement.

Sincerely,

**Robert Born**  
District Maintenance

**Cc: Melvin Pollock, WPB Operations**  
U:\m410rb\briefcase\wpdocs\LOA letter

RESOLUTION NO. 60-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A STATE HIGHWAY LANDSCAPE MAINTENANCE, AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPE MAINTENANCE ON STATE ROADS WITHIN THE CITY OF RIVIERA BEACH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) has installed landscaping along State Roads in Riviera Beach in conjunction with the City of Riviera Beach; and

WHEREAS, the City of Riviera Beach Public Works Department has been maintaining the landscaped areas along the State roads within Riviera Beach

- State Road 708 (Blue Heron Blvd.) from SR 710 (Baseline Hwy.) to US-1
- State Road A-1-A from US-1 east and then north to North City Limits
- State Road 710 (Baseline Hwy.) from SR 809 (Military Trail) to Avenue E
- State Road 809 (Military Trail) from North of 45 Street to Four Seasons Drive; and

WHEREAS, the FDOT is now presenting an Agreement to reimburse the City of Riviera Beach \$18,404.40 annually for the maintenance of these landscaped areas.

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

**SECTION 1.** That the Mayor and City Clerk are authorized to execute a State Highway Landscape Maintenance, and Compensation Agreement with the FDOT for the maintenance of landscaping on State roads within the City of Riviera Beach.

**SECTION 2.** The City of Riviera Beach Public Works Department is maintaining these landscaped areas and will receive reimbursement for this maintenance from the FDOT in the annual amount of \$18,404.40.

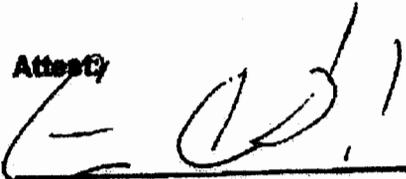
**SECTION 3.** This Resolution shall take effect immediately upon its passage.

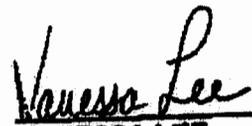
PASSED AND APPROVED this 6th day of April, 2005.

RESOLUTION NO. 60-05  
PAGE 2

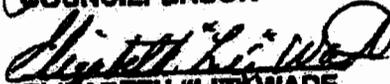
APPROVED:

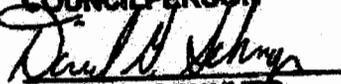
  
MICHAEL D. BROWN  
MAYOR

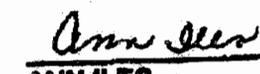
Attest:  
  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
VANESSA LEE  
COUNCILPERSON

  
JUDY E. DAVIS  
COUNCILPERSON

  
ELIZABETH "LIZ" WADE  
COUNCILPERSON

  
DAVID G. SCHNYER  
COUNCILPERSON

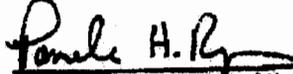
  
ANN ILES  
COUNCILPERSON

Motioned by: D. Schnyer

Seconded by: A. Iles

V. LEE aye  
J. DAVIS aye  
E. WADE aye  
D. SCHNYER aye  
A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
Pamela H. Ryan, City Attorney

Date: 3/30/05

**RESOLUTION NO. 43-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING PAYMENT OF CHANGE ORDER NUMBER ONE (1) IN THE AMOUNT OF \$157,403.97 TO SEA DIVERSIFIED INC, FOR EXTENDED SERVICES FROM SEPTEMBER 1 2012 TO FEBRUARY 28 2013 FOR SUBCONSULTANT WORKS, CONTRACT ADMINISTRATION AND ENVIRONMENTAL SERVICES FOR THE COMPLETION OF PHASE ONE OF THE MARINA PROJECT; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENTS FOR SAME; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** The need for construction administration and environmental services to be extended beyond the anticipated completion date of September 2012 was necessary in order to ensure project completion and certification was done in accordance with grant specifications and deadlines; and

**WHEREAS,** Sea diversified Inc. has a current contract with the City for Coastal Engineering services; and

**WHEREAS,** staff recommends City Council approve change order number one and payment for the same.

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

**SECTION 1.** That authorization is hereby given to make payment of \$157,403.97 to Sea Diversified Inc., for additional construction administration to complete phase one of the marina project.

**SECTION 2.** The Director Finance and Administrative Services is authorized to appropriate funds from the General Marina Grant Fund account 422-0000-575-4-6251 with the payment being made from the same.

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

**PASSED AND APPROVED this 3RD day of APRIL, 2013**

APPROVED:



THOMAS A. MASTERS  
MAYOR

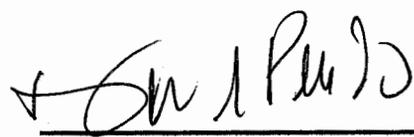


CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:



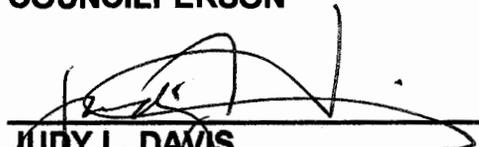
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK



DAWN S. PARDO  
CHAIR PRO TEM



BRUCE A. GUYTON  
COUNCILPERSON



JUDY L. DAVIS  
COUNCILPERSON



TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

B. GUYTON AYE

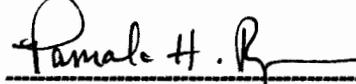
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS NAY

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/3/13

**RESOLUTION NO. 44-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY OF RIVIERA BEACH PARKS AND RECREATION DEPARTMENT TO CO-HOST A HALF MARATHON IN CONJUNCTION WITH MULTIRACE, INC., ON APRIL 27, 2013; AUTHORIZING IN-KIND SERVICES IN THE AMOUNT OF \$ 1000.00 TO ASSIST WITH THE HALF MARATHON; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach in conjunction with Multirace.com, Inc. is hosting a half marathon April 27, 2013; and

**WHEREAS**, the City of Riviera Beach will provide in-kind services to offset funding of the half marathon; and

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

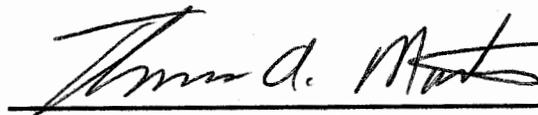
**SECTION 1.** That the City Council hereby authorizes the Mayor and City Clerk authorizes the Parks and Recreation department to co-host the half marathon event in conjunction with Multirace.com, Inc. on April 27, 2013.

**SECTION 2.** That the City Council authorizes the in-kind services in the amount of \$ 1000.00 to offset the cost of the event.

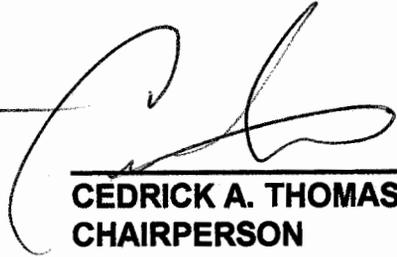
**SECTION 3.** That this Resolution shall take effect upon its passage and approval by the City Council.

**PASSED AND APPROVED this 3RD day of APRIL 2013.**

APPROVED:



THOMAS A. MASTERS  
MAYOR

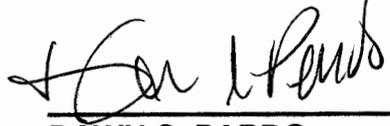


CEDRICK A. THOMAS  
CHAIRPERSON

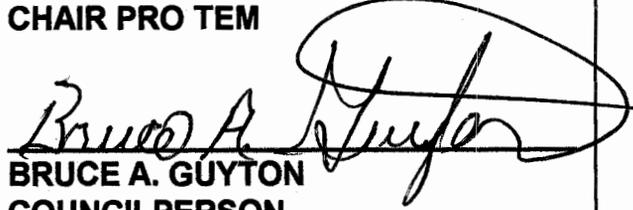
ATTEST:



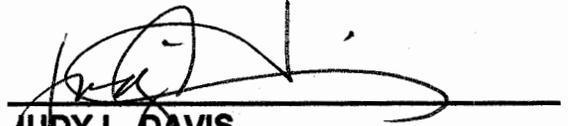
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK



DAWN S. PARDO  
CHAIR PRO TEM



BRUCE A. GUYTON  
COUNCILPERSON



JUDY L. DAVIS  
COUNCILPERSON



TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: D. PARDO

B. GUYTON AYE

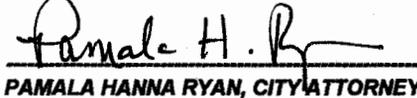
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/3/13

**RESOLUTION NO. 45-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY OF RIVIERA BEACH PARKS AND RECREATION DEPARTMENT TO CO-HOST A TRIATHLON/DUATHLON IN CONJUNCTION WITH MULTIRACE, INC., ON JUNE 22, 2013; AUTHORIZING IN THE AMOUNT \$1200.00 IN-KIND SERVICES TO ASSIST WITH THE TRIATHLON/DUATHLON; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach in conjunction with Multirace.com, Inc. is hosting a triathlon/duathlon on June 22, 2013; and

**WHEREAS**, the City of Riviera Beach will provide in-kind services to offset funding of the triathlon/duathlon; and

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

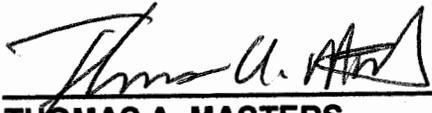
**SECTION 1.** That the City Council hereby authorizes the Mayor and City Clerk authorizes the Parks and Recreation department to co-host the triathlon/duathlon event in conjunction with Multirace.com, Inc. on June 22, 2013.

**SECTION 2.** That the City Council authorizes the in-kind services in the amount of \$1200.00 to offset the cost of the event.

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

**PASSED AND APPROVED this 3RD day of APRIL 2013.**

APPROVED:



THOMAS A. MASTERS  
MAYOR

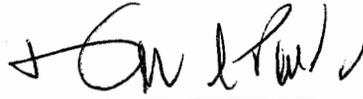


CEDRICK A. THOMAS  
CHAIRPERSON

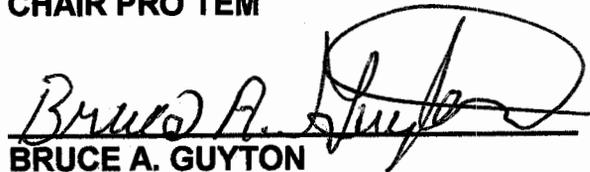
ATTEST:



CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK



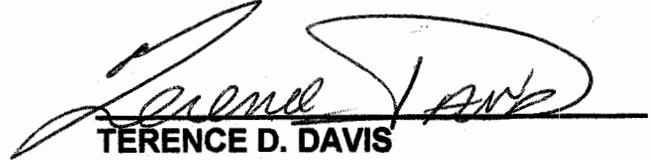
DAWN S. PARDO  
CHAIR PRO TEM



BRUCE A. GUYTON  
COUNCILPERSON



JUDY L. DAVIS  
COUNCILPERSON



TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: D. PARDO

B. GUYTON AYE

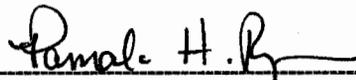
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/3/13

**RESOLUTION NO. 46-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A WORK ORDER WITH SEA DIVERSIFIED INC. OF DELRAY BEACH, FLORIDA NOT TO EXCEED \$225,000.00 FOR THE PURPOSE OF COMPLETING THE DESIGN, ENGINEERING AND BID SPECIFICATION DOCUMENTS, CONSTRUCTION ADMINISTRATION, AND PERMIT MODIFICATIONS FOR THE MARINA PROJECT PHASES 2 AND 3 AND ADDITIONAL PRELIMINARY DESIGN AND RECOMMENDATIONS FOR PHASE 4; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FROM THE GENERAL GRANT ACCOUNT 422-0000-575-4-6251 USING FUNDS FROM THE FLORIDA INLAND NAVIGATIONAL DISTRICT GRANT AND THE FLORIDA BOATING IMPROVEMENT PROGRAM GRANT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Riviera Beach completed phase one of the marina project and will now move forward with phases 2 and 3. We have been awarded grants from Florida Fish and Wildlife Conservation Commission FWCC through an additional \$399,000.00 to the current FBIP grant. Florida Inland Navigational District, through the Waterways Assistance Program, has awarded an additional \$1,000,000.00 for the project. These funds, combined with anticipated Grant awards in the latter part of this year and matching funds provided by the CRA will enable the City to continue the completion of this worthy project; and

WHEREAS, ongoing construction will require the services of a Coastal Engineer for construction administration environmental services and management; and

WHEREAS, Sea Diversified Inc. of Delray Beach is currently the Engineer of record and is currently engaged and under contract for this work with the City; and

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

**SECTION 1.** That the City Council approves the work order with Sea Diversified Inc. of Delray Beach Florida, per the attached scope of services.

**RESOLUTION NO.** 46-13

**PAGE 2**

**SECTION 3.** That the City Manager is authorized to approve change orders not to exceed fifteen percent (15%) of the work order amount.

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

**PASSED AND APPROVED** this 3RD day of APRIL, 2013

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APPROVED:

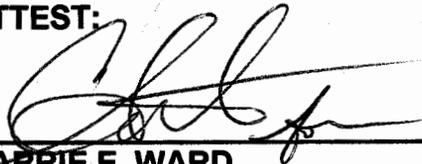


THOMAS A. MASTERS  
MAYOR



BRUCE A. GUYTON  
COUNCILPERSON

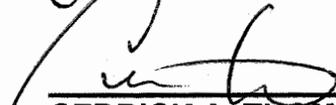
ATTEST:



CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK



JUDY L. DAVIS  
COUNCILPERSON



CEDRICK A. THOMAS  
COUNCILPERSON



DAWN S. PARDO  
COUNCILPERSON



TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: J. DAVIS

B. GUYTON AYE

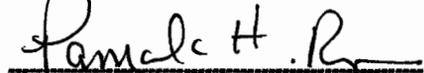
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/3/13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, PARTNERING WITH THE OFFICE OF THE MAYOR, MEMBERS OF MAYORS AGAINST ILLEGAL GUNS AND CONCERNED CITIZENS NATIONWIDE CALLING ON THE FEDERAL GOVERNMENT TO REDUCE GUN VIOLENCE IN AMERICA IN AN EFFORT TO PREVENT FUTURE TRAGEDIES THROUGH THE PASSAGE OF THE "SAFE COMMUNITIES, SAFE SCHOOLS ACT OF 2013", THE "FIX GUN CHECKS ACT OF 2013" AND OTHER GUN REFORMS, INCLUDING EXPANDED BACKGROUND CHECKS TO MAKE OUR STREETS AND COMMUNITIES SAFE FROM GUN-RELATED VIOLENCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the mayor is part of a national coalition of more than 900 mayors representing residents of large cities and small towns who speak with one voice when it comes to the issue of keeping guns out of criminal hands. The Coalition of Mayors Against Illegal Guns advocates for laws and policies that will help prevent gun-related crimes and gun trafficking while protecting the rights of law-abiding citizens; and

**WHEREAS**, the National Instant Criminal Background Check System (NICS) is an effective tool to keep guns out of the hands of dangerous individuals, and this system has blocked nearly two million illegal gun purchases and permit applications in the past two decades; and despite this success, the system is undermined by legal loopholes and missing records that enable too many dangerous individuals to obtain weapons they later use in crimes; and

**WHEREAS**, in response to the number of Americans shot to death annually, the coalition is joining with President Obama as he calls upon congressional leaders to pass gun reforms requiring background checks for all gun sales – including the private, unregulated sales that currently take place at gun shows and over the internet. There is also a need to fix reporting gaps in the nation's gun background check database, thereby giving law enforcement agencies the tools and resources they need to effectively crack down on illegal gun trafficking; and

**WHEREAS**, most Americans – including 90 percent of gun owners – support the coalition’s measures to close loopholes in our gun laws and keep guns out of dangerous hands. More than 12,000 Americans are murdered with guns every year – **that is 34 people killed every single day**. In Florida alone, we suffer more than 800 gun-related murders annually. Mayors Against Illegal Guns aims to bring national attention to this problem and is doing everything possible to **stop the purchase and distribution of illegal guns**.

**WHEREAS**, in partnership with the President, the World Conference of Mayors, Mayors Against Illegal Guns, more than 50 national organizations, the City Council and concerned citizens of Riviera Beach support gun reform that close gaps in gun background checks and the passing of federal legislation including the “Safe Communities, Safe Schools Act 2013” and the “Fix Gun Checks Act 2013” which have been introduced in the U.S. Congress addressing the two major flaws in the nation’s gun background check system by improving compliance with federal record reporting requirements, and by requiring background checks for all U.S. gun sales; and

**WHEREAS**, the City of Riviera Beach has been a strong advocate for policies that keep guns out of dangerous hands and strongly believes that Congress, state and local governments should take action to close gaps in the NICS and other initiatives that will benefit and protect residents while helping curb criminal activity all across the United States of America.

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

**SECTION 1.** that the City of Riviera Beach urges immediate passage of the “Safe Communities, Safe Schools Act 2013” and the “Fix Gun Checks Act 2013” in the United States Congress.

**SECTION 2.** that the City of Riviera Beach urges immediate passage of legislation that would get military-style weapons and high-capacity magazines away from our community and especially our schools.

**SECTION 3.** that the City of Riviera Beach will work to push for increased reporting of mental health and other relevant records into the NICS database.

**SECTION 4.** that the City of Riviera Beach, echoing the call of gun-related violence survivors and their family members, calls on both President Obama and the U.S. Congress to put in place concrete reforms to reduce gun violence nationwide and help prevent future tragedies.

**RESOLUTION NO.** 47-13

**PAGE 3**

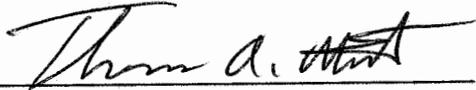
**SECTION 5.** that City of Riviera Beach's Mayor and Council will join with domestic violence prevention advocates, faith leaders, law enforcement officials, and other elected officials to make clear that failure to strengthen gun laws at the national level will continue to fuel gun violence in towns and cities throughout the country.

**SECTION 6.** that City of Riviera Beach's Mayor and Council requests the Clerk of the City of Riviera Beach to transmit this resolution to all members of Florida's Congressional Delegation, and to the Obama administration.

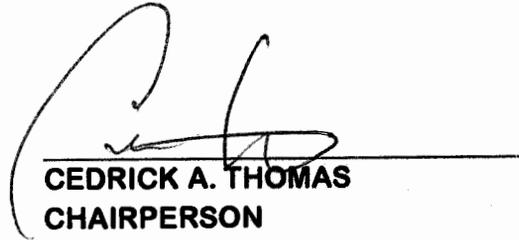
**SECTION 7.** This Resolution shall take immediate effect upon its passage and approval by the City Council.

**PASSED and APPROVED this 3RD day of April, 2013.**

APPROVED:



THOMAS A. MASTERS  
MAYOR

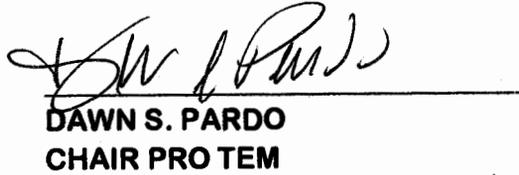


CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:



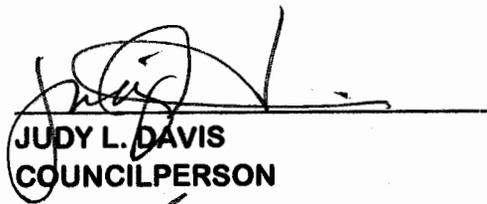
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK



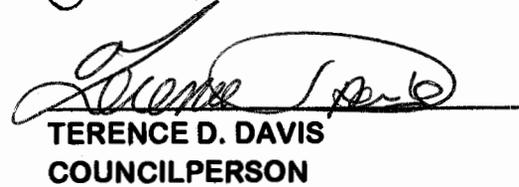
DAWN S. PARDO  
CHAIR PRO TEM



BRUCE A. GUYTON  
COUNCILPERSON



JUDY L. DAVIS  
COUNCILPERSON



TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS

C. THOMAS AYE

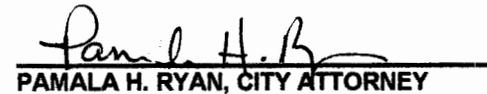
D. PARDO OUT

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS           

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA H. RYAN, CITY ATTORNEY

DATE: 4/3/13

RESOLUTION NO. 48-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR \$850,000 FOR MUNICIPAL MARINA REMEDIATION FOR CONSTRUCTION PHASE TWO, UNDER THE BOATING INFRASTRUCTURE GRANT PROGRAM ADMINISTERED BY THE FLORIDA FISH AND WILDLIFE COMMISSION; AND UPON NOTIFICATION OF AWARD, ACCEPT THE GRANT AND AUTHORIZE THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO ESTABLISH THE BUDGET; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach ("City") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the City is interested in carrying out the following described project for the enjoyment of the citizens of Riviera Beach and the State of Florida:

**Project Title:** Municipal Marina Construction Phase 2

**Total Estimated Cost:** \$5,800,000

**Brief Description of Project:** The project includes construction of new floating and fixed docks, utilities, pilings, fuel lines and on dock facilities; a substantial number of the wet slips will be available for transient use; and

**WHEREAS**, The Florida Fish and Wildlife Boating Infrastructure Grant Program (BIG) financial assistance is required for the program described above.

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

**SECTION 1.** The City Council authorizes the submittal of a grant application to the Florida Fish & Wildlife Commission in the amount of Eight Hundred and Fifty Thousand Dollars.

**SECTION 2.** The City of Riviera Beach certifies to the following:

1. That it will accept the terms and conditions set forth in the Boating Infrastructure Grant Program Guidelines and which will be a part of the Project Agreement for any assistance awarded under the proposal.

2. That it is in complete accord with the proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications thereto unless prior approval for any change has been received from the Florida Fish and Wildlife Commission.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of the said City of Riviera Beach for public use.
4. That it will not discriminate against any person based on race, color or national origin in the use of said property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, BI 88.352 (1964) and design and construct the facilities to comply with statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.
5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.
6. That it will make available to the Florida Fish & Wildlife Commission if requested, a post audit of expenses incurred on the project.

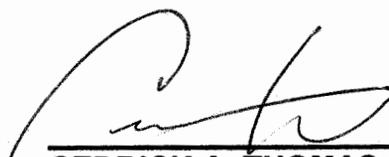
**SECTION 3.** That City Council approves JH Sprague Consulting, LLC, to prepare the BIG grant application and represent the City of Riviera Beach at required meetings under the existing contract at no additional cost to the city.

**SECTION 4.** This resolution shall take effect immediately upon its approval.

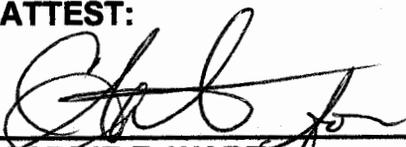
**PASSED and APPROVED this 3RD day of APRIL, 2013.**

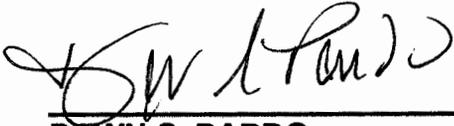
APPROVED:

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

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

ATTEST:

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

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

  
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JUDY L. DAVIS  
COUNCILPERSON

  
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BRUCE A. GUYTON  
COUNCILPERSON

  
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TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

B. GUYTON AYE

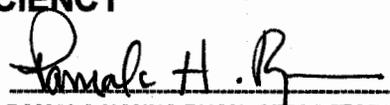
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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