

RESOLUTION NO. 102-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA AND THE CITY OF RIVIERA BEACH, FLORIDA; ACCEPTING UP TO AN INCREASE OF \$5,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$56,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ALL AMENDMENTS TO THE AGREEMENT AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO AMEND THE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the County, through the Criminal Justice Commission is providing additional funding up to \$5,000 for a total not to exceed amount of \$56,000 to support treatment of clients through licensed substance abuse treatment providers and facilities; and

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

WHEREAS, the term of the Interlocal Agreement is from October 1, 2011 through September 30, 2012.

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

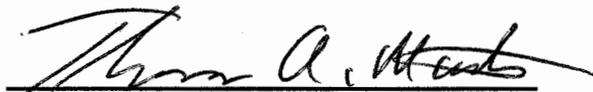
SECTION 1: That the City of Riviera Beach City Council authorizes the Mayor and City Clerk to execute the first amendment to the Interlocal agreement with the County to increase an amount of up to \$5,000 for a not to exceed amount of \$56,000 to support the payment of referred clients to licensed substance abuse treatment providers and facilities.

SECTION 2: That the Interim Finance Director is authorized to amend and increase budget account 148-1618-569-1-3101 by \$5,000.

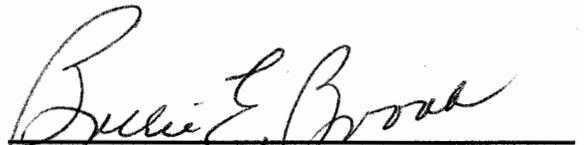
SECTION 3: That this resolution shall take effect upon its approval and passage by the City Council.

PASSED AND APPROVED THIS 5TH DAY OF SEPTEMBER, 2012.

APPROVED:



**THOMAS A. MASTERS
MAYOR**

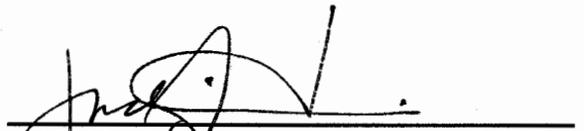


**BILLIE E. BROOKS
COUNCILPERSON**

ATTEST:



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



**JUDY L. DAVIS
COUNCILPERSON**

ABSENT

**CEDRICK A. THOMAS
COUNCILPERSON**



**DAWN S. PARDO
COUNCILPERSON**

ABSENT

**SHELBY L. LOWE
COUNCILPERSON**

MOTIONED BY: D. PARDO

SECONDED BY: J. DAVIS

B. BROOKS AYE

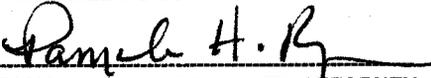
J. DAVIS AYE

C. THOMAS ABSENT

D. PARDO AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/5/12

RESOLUTION NO. 103-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING AMENDMENT NUMBER 1 TO THE INTERLOCAL AGREEMENT (R-2011-1531) WITH PALM BEACH COUNTY FOR THE SHARED USE OF THE PALM BEACH COUNTY FIBER NETWORK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City and County have entered into an inter-local agreement (R-2011-1531) to provide the City access to the County's fiber network and to serve as the City's Internet provider to promote more effective and efficient utilization of available technology resources, and to control costs for the mutual benefit of both governments; and

WHEREAS, the County and City desire to amend their current interlocal agreement (R-2011-1531) to allow the county to utilize City infrastructure (911 communication tower) to expand the capacity of its wireless broadband network to control costs and maximize the use of technology for both the County and City; and

WHEREAS, the City desires to accept the County's proposed amendment to the Interlocal Agreement which is attached hereto; and

RESOLUTION NO. 103-12

PAGE 2

WHEREAS, more effective, efficient, and reliable public services will result from the City and County utilizing a common network infrastructure; and

WHEREAS, the City Council deems it to be in the best interest of the citizens and residents of the City of Riviera Beach to execute amendment number 1 to the current interlocal agreement.

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

SECTION 1. The City Council hereby approves Amendment Number 1 to the Interlocal Agreement (R-2011-1531) with Palm Beach County for the shared use of the Palm Beach County fiber network and hereby authorizes the Mayor and City Clerk to execute the amendment.

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

PASSED AND APPROVED THIS 5TH DAY OF SEPTEMBER, 2012.

APPROVED:

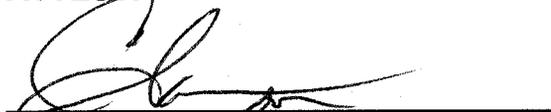


THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
CHAIRPERSON

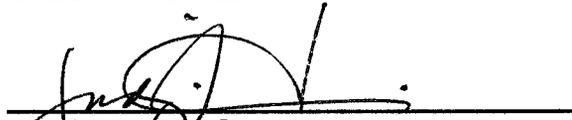
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON

ABSENT
CEDRICK A. THOMAS
COUNCILPERSON

TARDY
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: J. DAVIS

B. BROOKS AYE

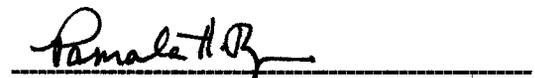
D. PARDO AYE

J. DAVIS AYE

C. THOMAS ABSENT

S. LOWE TARDY

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 104-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A WORK ORDER WITH MARINETEK NORTH AMERICA OF ST. PETERSBURG FLORIDA IN THE AMOUNT OF \$431,810.00 FOR THE PURPOSE OF INCLUDING DOCK "C" INTO MANUFACTURE AND DELIVERY FOR PHASE ONE OF THE MARINA PROJECT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM THE APPROPRIATE GRANT FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 1, 2012, the City of Riviera Beach awarded a five (5) year contract and approved work orders number one and two in the amounts of \$1,109,688.00 and \$2,246,535.00 respectively; and

WHEREAS, the approval of work order three will facilitate moving parts of the project, specifically dock C from phase two (2) to phase one (1) as a result of the project coming in under budget in several areas; and

WHEREAS, the continued and timely manufacturing and delivery of the dock product is essential for continued construction/installation progress and important to our various grant deadlines.

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 Marinetek North America of St. Petersburg Florida, to complete the manufacture and delivery of dock C in phase one of the project.

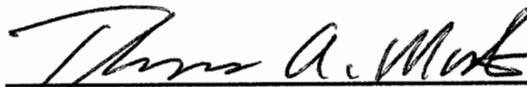
SECTION 2. The Interim Finance Director is authorized to appropriate funds from the Florida Inland Navigation District Construction Grant (2) 425-0000-575-3-6301, the Boating Infrastructure Grant Program (BIG P) 128-0000-575-0-3103, and the PBC Water Access Grant 424-0000-575-1-6251, with the payment being made the same.

SECTION 3. That the City Manager is authorized to approve change orders not to exceed ten percent (15%) of the work order amount.

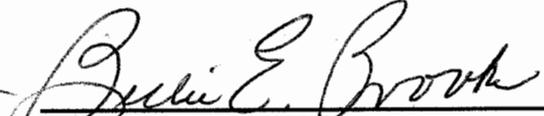
SECTION 4. This Resolution shall become effective upon its passage and approval by City Council.

PASSED AND APPROVED this 5TH day of SEPTEMBER, 2012.

APPROVED:



THOMAS A. MASTERS
MAYOR

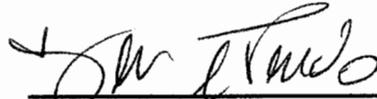


BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



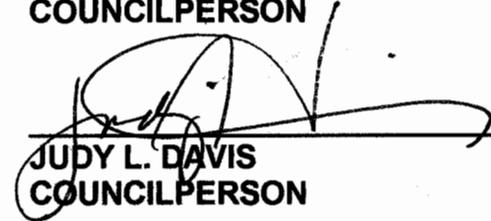
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM

ABSENT

CEDRICK A. THOMAS
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON

TARDY

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: J. DAVIS

B. BROOKS AYE

J. DAVIS AYE

C. THOMAS ABSENT

D. PARDO AYE

S. LOWE TARDY

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/5/12

RESOLUTION NO. 105-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT 001 BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY FOR THE CONTINUATION OF THE DISASTER RECOVERY INITIATIVE PROGRAM THROUGH JUNE 15, 2013; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT TO THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City was originally allocated \$1,236,000 under the original contract in March 2008 to implement specified activities under the Disaster Recovery Initiative (DRI) Program; and

WHEREAS, the amendment is a continuation of the project contained in a prior agreement between the City of Riviera Beach and the County dated March 24, 2008 as amended in April 2009, October 2009, August 2010, January 2011 and further amended in June 2012; and

WHEREAS, the purpose of the amendment is to continue to make funds available to the City under the US Department of Housing and Urban Development funded DRI Program to implement the rehabilitation program through June 2013.

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

SECTION 1. The City Council approves amendment 001 to the Agreement with Palm Beach County, for the continuation of the DRI Program.

SECTION 2. The City Council authorizes the Mayor and the City Clerk to execute Amendment 001.

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

RESOLUTION NO. 105-12
PAGE 2

PASSED and APPROVED this 5TH day of SEPTEMBER, 2012.

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RESOLUTION NO. 105-12
PAGE 3

APPROVED:


THOMAS A. MASTERS
MAYOR

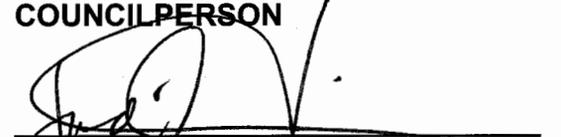

BILLIE E. BROOKS
CHAIRPERSON

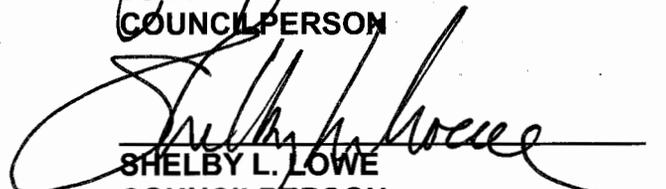
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM

ABSENT
CEDRICK A. THOMAS
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: D. PARDO

B. BROOKS AYE

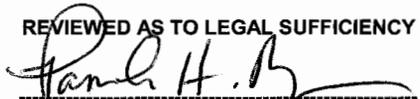
J. DAVIS AYE

C. THOMAS ABSENT

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/5/12

RESOLUTION NO. 106-12

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 DEVELOPMENT OF NOTICED ELEMENTS AGREEMENT AND INTEGRATED PLAN BY AND AMONG THE CITY OF RIVIERA BEACH, RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY AND VIKING DEVELOPERS LLC FOR THE DEVELOPMENT OF CERTAIN ELEMENTS WITHIN THE MARINA DISTRICT AS PROVIDED IN THE 2010 MASTER DEVELOPMENT AGREEMENT (MDA); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2008, the City of Riviera Beach and the Community Redevelopment Agency (CRA) selected Viking Developers, LLC as the developer for the Marina District and in July, 2010 entered into a Master Development Agreement (MDA) with Viking Developers LLC., which included a conceptual master plan for the marina district; and

WHEREAS, in June, 2012, the City and CRA, pursuant to sections 2.04 and 2.05 of the MDA provided notice to Viking Developers LLC that it was the City and CRA's intention to proceed with negotiating an agreement for the development of certain elements set out within the MDA's Amended Conceptual Master Development Plan; and

WHEREAS, subsequent to the June, 2012 notice to Viking Developers LLC, the City, CRA and Viking have been negotiating and have developed an agreement, titled "Development of Noticed Elements Agreement and Integrated Plan", which is attached hereto; and

WHEREAS, the agreement discusses how to best move forward with the development of Bicentennial Park, Newcomb Hall, the Tiki Bar Restaurant, a parking facility and a public market as well as the redevelopment effort of the broader Marina District redevelopment area; and

WHEREAS, the CRA Board has considered and approved the Agreement at the August 29, 2012 CRA Board meeting.

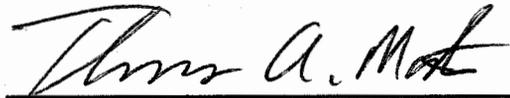
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. That the Mayor and City Clerk are authorized to execute the Development of Noticed Elements Agreement and Integrated Plan, which is attached hereto.

SECTION 2. That this Resolution shall become effective upon its passage.

PASSED and APPROVED this 5TH day of SEPTEMBER, 2012.

APPROVED:

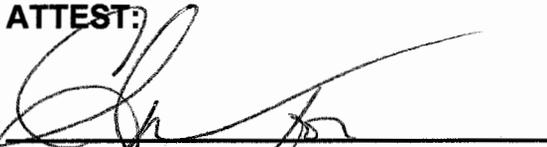


THOMAS A. MASTERS
MAYOR

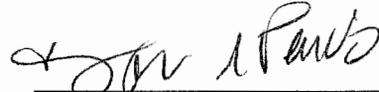


BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



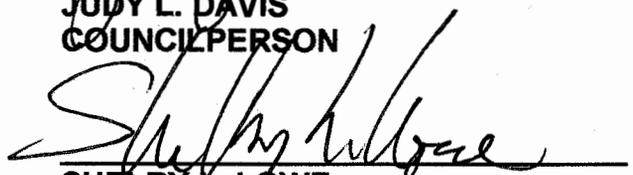
DAWN S. PARDO
CHAIR PRO TEM

ABSENT

CEDRICK A. THOMAS
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

RESOLUTION NO. 106-12
PAGE 3

MOTIONED BY: D. PARDO

SECONDED BY: J. DAVIS

B. BROOKS AYE

D. PARDO AYE

C. THOMAS ABSENT

J. DAVIS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/5/12

**DEVELOPMENT OF NOTICED ELEMENTS AGREEMENT
AND
INTEGRATED PLAN**

This DEVELOPMENT OF NOTICED ELEMENTS AGREEMENT AND INTEGRATED PLAN (hereinafter "Agreement") is made this 5th day of SEPTEMBER 2012, by and among THE CITY OF RIVIERA BEACH, FLORIDA, a Florida municipal corporation ("City"), THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (hereinafter "CRA"), created by the City of Riviera Beach pursuant to Chapter 163, Part III of the Florida Statutes, and VIKING DEVELOPERS, LLC, a Florida limited liability company, (hereinafter "Viking") who may collectively be referred to as "the Parties."

WITNESSETH:

WHEREAS, the City and CRA have been working toward the redevelopment of certain properties located within the Marina District and to that end, developed a Request for Proposal (hereinafter "RFP") soliciting a developer to develop, lease, construct, operate, and/or manage portions of the Marina District; and

WHEREAS, Viking responded to the RFP and was chosen as the Master Developer and the Parties entered into a Master Development Agreement ("MDA") in July 2010 to facilitate phased development within the Marina District; and

WHEREAS, the Master Development Agreement incorporates an Amended Conceptual Master Development Plan which calls for a multi-phased, mixed use development and was accepted and approved by the CRA and City on February 10, 2010 and February 17, 2010 respectively; and

WHEREAS, pursuant to the terms of sections 2.04 and 2.05 of the Master Developer Agreement, the CRA and City gave notice to Viking that it was their intention to proceed with negotiating an agreement for the development of certain elements set out within the Amended Conceptual Master Development Plan; and

WHEREAS, the Parties operating in good faith, have negotiated this Agreement to facilitate the development of those elements and to put forth an integrated plan for the development of the entire Marina District.

NOW, THEREFORE, it is hereby mutually agreed by and among the Parties hereto that this Agreement is made upon the terms and conditions hereinafter set forth.

ARTICLE 1 – PURPOSE AND BACKGROUND

A. Purpose

The purpose of this document is to articulate an agreement between the Parties on how to best move toward the development of the Noticed Elements as well as the broader Marina District redevelopment effort. This document constitutes the result of the negotiation required

by the City's and CRA's notice to negotiate and represents the agreement with Viking satisfying the requirement of Sections 2.04 and 2.05 of the MDA so that the City and CRA may proceed with developing the Noticed Elements pursuant to the plan outlined herein. The document also provides a framework for allowing the Parties to work collaboratively in executing an integrated plan for a public/private partnership investment strategy as contemplated by the MDA.

B. The Master Development Agreement

Pursuant to a competitive RFP process, the City and CRA designated Viking to be the Master Developer of the Marina District (known as "Marine District South" in the CRA master plan, but previously and hereinafter the "Marina District"). Thereafter, the Parties entered into a Master Development Agreement (hereinafter "MDA") dated July 28, 2010 and fully executed on September 16, 2010, that generally sets forth the roles and responsibilities of the Parties relating to the phasing of development within the Marina District. Further, the MDA contemplates that the specific terms and conditions will be negotiated in accordance with a final master development plan, site plan, feasibility assessments, and business plan respecting the public and private components of the projects.

C. Strategic Assessment Report

Following detailed consultation with the City and CRA, Viking commissioned Live Work Learn Play, Inc. (LWLP), a corporation organized and existing under the laws of Canada, to develop a Strategic Assessment of the Marina District (hereinafter "Strategic Assessment Report"), which LWLP prepared between November 2011 and January 2012 with in-depth input from the City, CRA and Viking. The Parties hereto agree to use the Strategic Assessment Report as a guide to developing master plans for the Marina District and Broadway Corridor (the latter is defined in Schedule E.) The Strategic Assessment Report is attached hereto as Schedule G.

The Strategic Assessment Report articulates a framework and strategy for the future planning and development of the Marina District in accordance with the following principles (among others including the 2008 Citizens Master Plan, 2011 Amended CRA Plan, and The Riviera Beach Comprehensive Plan):

1. *Regional Vision* – Creating a mixed-use regional destination that offers entertainment, educational, and recreational experiences that appeal to a broad cross-section of local and regional market segments.
2. *Civic Neighborhood* – Parties acknowledge the critical importance of an expanded program of strong civic facilities as anchors to maximize the impact of public investments, leverage the Marina District assets (including proximity to Peanut Island), and make the Marina District unique and compelling as a regional destination, all providing the strongest foundation possible for successful private development.
3. *Broadway Corridor* – Parties acknowledge the critical importance of creating a gateway

to the Marina District along Broadway in order to create an enhanced entrance and sense of arrival to the project.

D. Delivery of Notice under the MDA and Ensuing Negotiation Regarding the Noticed Elements

Pursuant to resolutions passed by the CRA on June 18, 2012 and the City on June 20, 2012, with notice received by Viking on June 27, 2012, the City and CRA have provided notice, under the MDA, to Viking of their intention to proceed with the negotiation of the development of the following elements of the redevelopment effort (previously and hereinafter the “Noticed Elements”) as follows:

- a) Newcomb Hall
- b) The Tiki Bar Restaurant and attendant waterfront promenade
- c) Public Market
- d) Parking Garage
- e) Bicentennial Park

ARTICLE 2 – THE REVISED CONCEPTUAL MASTER DEVELOPMENT PLAN

A. Overview

The Conceptual Master Development Plan was first articulated as Exhibit B in the MDA. It is the desire of the Parties to revise the Conceptual Master Development Plan. In doing so, the parties acknowledge the following facts:

1. That the proposed CRA site plan related to the Conceptual Master Development Plan, prepared by C3TS in November 2011, is consistent with Exhibit B of the MDA, and would have allowed construction of the Noticed Elements. The C3TS plan would have produced a shovel-ready site for the private development consistent with Exhibit B of the MDA.
2. That in November 2011, Viking requested 90 days to assess the C3TS site plan and hired LWLP to complete this evaluation and delivered the assessment as the Strategic Assessment Report.
3. Viking presented, at a joint meeting of City Council and the CRA Board, through LWLP, the Strategic Assessment Report in March 2012 and requested that the principles outlined therein guide developing the revised master plans for the Marina District and Broadway Corridor.
4. That the production of a “Revised Conceptual Master Development Plan” is an urgent priority item for the Parties, to be completed by Viking, to better reflect the guidance and direction articulated in the Strategic Assessment Report and thus better position the Marina District for private development.

5. That the City and CRA, in accepting the Revised Conceptual Master Development Plan, to be presented by Viking, will then proceed with developing the Noticed Elements, to then be followed by private development, all in a process provided herein. If the proposed Revised Conceptual Master Development Plan requires amendments to the City of Riviera Beach Comprehensive Plan, Redevelopment Plan and/or Land Development Regulations, then amendments to these documents must be initiated, processed and approved through the State and City regulatory processes.

B. Goals

Viking, through LWLP as its lead expert and business/real estate strategist, will lead the process of creating the Revised Conceptual Master Development Plan for the lands outlined in Schedule D, and will produce the business plan for the private development elements therein. The CRA's business planning efforts for the Noticed Elements (except the Tiki Bar Restaurant) and a conceptual planning effort for the Broadway Corridor for the lands outlined in Schedule E will evolve in parallel with Viking's efforts and allow the CRA to begin investing in the Noticed Elements before the start of, and in order to catalyze, private development. To that end, the goals are:

1. LWLP will work in collaboration with the CRA and Viking to complete a business strategy and Revised Conceptual Master Development Plan for a regional, mixed-use marina destination.
2. The Revised Conceptual Master Development Plan will be reviewed by City Council and the CRA Board, and if approved, the Revised Conceptual Master Development Plan will lead to consensus on zoning to be considered by the City.
3. That following approval of the Revised Conceptual Master Development Plan and Viking's presentation of a business plan for the revised private development elements per step two of Schedule B of this Agreement, the Parties will jointly execute an amended MDA to reflect consensus on the comprehensive redevelopment strategy, including a phased development schedule for both public and private elements, architectural design requirements, programming of Civic Facilities, leasing of private elements, and a construction program for all elements in accordance with an approved budget and schedule for the Noticed Elements.
4. The City and CRA will move forward with public improvements that reflect consensus with the private sector and thus will catalyze private sector investment and development.

C. Viking's Responsibilities

Viking, along with an Urban Planner/Retail Architect specialist that it will engage at its sole expense, will develop and revise the Conceptual Master Development Plan. In revising the Conceptual Master Development Plan, Viking will work and consult with the CRA and City staff as set forth in Schedule A. Viking will present a Revised Conceptual

Master Development Plan to the CRA within the timeframe set out in Schedule B which will include all of the requirements as set forth in Schedule F. Moreover, in creating the Revised Conceptual Master Development Plan, Viking agrees to:

1. *Create Civic Neighborhood Program Descriptions:* Provide programming support in articulating conceptual program descriptions for the public civic facilities within the Revised Conceptual Master Development Plan, providing a framework to guide the CRA's completion of a conceptual business plan and strategy for those facilities.
2. *Provide input with Regard to Noticed Elements:* In creating the Revised Conceptual Master Development Plan in collaboration with the City and CRA, indicate the desired locations of the Noticed Elements, in order to allow the City and CRA to proceed with their development within any publicly committed timeframes. It is acknowledged that some of these Noticed Elements may ultimately be co-located with other desired program elements in facilities serving multiple functions, as the master planning process and synergies determine.
3. *Spanish Courts Alternatives:* In developing the Revised Conceptual Master Development Plan, Viking agrees to explore and produce scenarios for the redevelopment of the Spanish Courts parcel that are responsive to both Viking and the CRA's needs and community sensitivities, with it being understood that the final decision on the proposed use of the parcel may be influenced by: its highest and best use relative to realizing the overall Marina District vision; the Broadway Corridor master planning effort; and/or the need to barter the parcel to resolve site control issues between the Parties and move the redevelopment effort forward.
4. *Private Development – Tiki Bar Restaurant:* In developing the Revised Conceptual Master Development Plan, the City hereby grants to Viking the right to propose terms for a ground lease to construct the Tiki Bar Restaurant in the Marina District with R.G. Group, Inc. d/b/a Tiki Waterfront Sea Grill. All costs and expenses connected with a proposal are to be borne by Viking. Said proposal shall be submitted to the City and CRA and shall include the following:
 - a. Party responsible for construction (which if Viking, must include proposed financial terms of a long-term land lease required by Viking to profitably construct and lease the restaurant space);
 - b. Location;
 - c. Conceptual architectural design;
 - d. Timeline for development; and
 - e. Operation or closure of the current restaurant during construction of the new facility.
5. *Private Development – Revised Conceptual Master Development Plan:* In creating the Revised Conceptual Master Development Plan in collaboration with

the City and CRA, Viking will indicate the desired locations of the private elements and upon approval of the Revised Conceptual Master Development Plan provide the following to serve as the basis for an amendment to the MDA:

- a. Develop the business plan and financial analysis necessary to evaluate the private development opportunities identified within priority phases of the Revised Marina District Master Development Plan and inform discussions related to site control issues (whether the private development is slated to occur on publicly owned land to be leased from the City/CRA, or land privately owned by Viking or others.)
- b. Collaborate with the City & CRA and its designated representatives to jointly develop and execute a phased implementation/construction strategy for the Revised Marina District Master Development Plan that addresses the timing of necessary permit approvals and financing commitments in order to assure the timely sequencing and completion of site work, infrastructure, parking capacity (temporary and permanent locations) and construction for the public and private elements.
- c. Failure on Viking's part to commence construction on the private elements subject to an effective date to be agreed upon, and subject to the duties of the City and CRA effectuated below or other conditions as may be agreed upon between the Parties, shall be cause to terminate the MDA.

D. Integrated Planning and City and CRA's Responsibilities

Within Viking's timeline set forth in Schedule B as it relates to revising the Conceptual Master Development Plan, the City and CRA will undertake to work collaboratively, as set forth in Schedule A, directly or through any designated representatives as set forth in Schedule A, toward providing the necessary input and feedback to inform Viking's planning effort in creating the Revised Conceptual Master Development Plan.

It is acknowledged here, for clarity, that some of the City/CRA's responsibilities and related inputs are essential to inform Viking's production of the Revised Conceptual Master Development Plan. The CRA's or City's failure to timely provide input will not relieve Viking of its responsibility to revise and submit the Conceptual Master Development Plan for review and approval by the CRA and City, but may cause delays in submission thereof, given the essential nature of such input especially as relates to the public elements of the plan.

To facilitate the necessary collaboration with Viking, the City and CRA agree to designate lead representatives and project managers (with administrative support) responsible for all local interface (i.e. information flow, meeting scheduling, stakeholder introductions and engagement, technical input, community interface etc.) required to support the efforts of the Parties and their designated representatives or consultants.

E. Broadway Corridor Master Plan

Within Viking's timeline set forth in Schedule B as it relates to revising the Conceptual Master Development Plan, the City and CRA will provide a planning and zoning framework and development guidelines for the Broadway Corridor stretching from Blue Heron to the Port of Palm Beach (see Schedule E), that reinforce the Strategic Assessment Report, and the conceptual programming for the Broadway lands forming part of and incorporated into the Revised Marina District Master Development Plan. The City and CRA will work collaboratively with Viking and its Urban Planner/Retail Architect to that end.

F. Review and Approval Process; Extension of Time; Termination

As set forth generally in Schedule B, Viking agrees to submit to the CRA, a proposed Revised Conceptual Master Development Plan ("proposed Plan" in this section only) in December 2012 reflecting the components more specifically detailed in Schedule F. By no later than January 2013 the CRA team will review the proposed Plan and submit for review to the City's Planning and Zoning Board for a recommendation. The City/CRA will review the proposed Plan, with the Planning and Zoning Board's recommendation, by no later than February 28, 2013.

As time is of the essence at every point during this process, the CRA, through its Executive Director, the City, through its City Manager, and Viking, through its representative, may agree in writing to extend the timeframe for submittal, review and approval up to an additional fifteen (15) days for each level of review. However, the final approval for the City Council must occur no later than March 30, 2013.

If the proposed Plan is not approved by the CRA Board or the City Council at any step above in the timeframes referenced herein, the body rejecting the proposed Plan shall indicate if there are any curative efforts available to Viking that would lead to the approval of the proposed Plan, and Viking shall have the opportunity, within 30 days or such longer period of time as the body rejecting the proposed shall specify, to effectively respond and resubmit the proposed Plan for approval. Failing Viking's ability or willingness to cure, then this Agreement shall automatically terminate and the Parties shall be relieved of further responsibility under this Agreement. Provided, however, if the body rejecting the plan indicates there are no curative efforts available to Viking that would lead to approval, then the Agreement shall automatically terminate, and the rejecting body shall give written notice of the termination to the other Parties. Further, said automatic termination shall act as termination of any responsibility on Viking's part as it relates to the Noticed Elements, defined herein, and as set out in the MDA, and the City and CRA may proceed with development of the Noticed Elements (including the Tiki Bar Restaurant) in its best interests. All Parties will bear their own responsibility for all monies spent (including consultant's fees and other costs, some of which are set forth in the preliminary budget of Schedule C) in fulfilling the terms of this Agreement.

ARTICLE 3 – THE NOTICED ELEMENTS AND INTEGRATED PLAN

A. Overview

As Viking is developing the Revised Conceptual Master Development Plan, the CRA and City will be developing the business plans and implementation plan for the Noticed Elements, recognizing that such business plans and implementation plan for the Noticed Elements should comply with the final Revised Conceptual Master Development Plan, in order to create an integrated plan. The timeframes and projected costs to produce the documents and work responsibilities discussed herein are set forth in Schedules B and C.

B. CRA's and City's Responsibilities: Planning

1. *Civic Facilities Business Planning:* The CRA and City shall be responsible for developing the capacity, through the engagement of the necessary industry experts and resources, to create the detailed business and operations plans (and ultimately the management capabilities) to deliver the Noticed Elements, the civic facilities and programming identified in the adopted Revised Conceptual Master Development Plan, consistent, subject to reasonable evolution, with the plan descriptions arrived at collaboratively with LWLP. Without limitation these civic facilities are expected to include:

- a. Marina Operations
- b. Newcomb Hall
- c. Visitor Center
- d. Bicentennial Park
- e. Public Market
- f. Parking Facilities

(Note: It is acknowledged that some of these civic programmatic elements may ultimately be co-located within facilities serving multiple functions, as synergies determine. Private elements may also be co-located in public facilities to the extent that deed and loan covenants and financial arrangements allow.)

2. *Architectural Guidelines:* In the timeframes listed in Schedule B, the CRA and City shall provide the architectural guidelines for the Marina District, which will be developed in close consultation with Viking and the Urban Planner/Retail Architect engaged by Viking to create the Revised Conceptual Master Development Plan.
3. *Traffic, Parking & Transportation:* In the timeframes listed in Schedule B, the CRA and City shall provide the traffic, parking and transportation engineering expertise to define those elements of the Revised Conceptual Master Development Plan.
4. *Landscape Architecture and Design Development:* The CRA and City, through a landscape architecture expert, and in consideration of the landscape design concepts forming part of the Revised Conceptual Master Development Plan, agrees to complete a detailed landscape plan and design development for the Marina District

and its public spaces, including Bicentennial Park and the waterfront boardwalk/promenade within a budget framework to be determined solely by the City and the CRA.

5. *Civil Engineering & Site Infrastructure:* The CRA and City shall revise and finalize the horizontal infrastructure plans to accord with the approved Revised Conceptual Development Plan and the landscape plan, referenced above.
6. *Architecture of Civic Facilities:* The CRA and City shall produce the detailed architectural plans (i.e., design drawings and construction drawings) for the Noticed Elements (except as agreed to otherwise for the Tiki Bar and Restaurant, per a separate agreement proposed by Viking, see subsection c below), all in accordance with the architectural guidelines and reflecting the programmatic consensus arrived at by the Civic Facilities Business Planning efforts described above.
7. *Predevelopment & Construction Management Services:* The CRA and City shall provide all predevelopment and construction management services, (including estimating and scheduling,) for the public elements, expected to be provided by the CRA's Owner's Representative.
8. *Civic Neighborhood Program:* In the timelines listed in Schedule B, the City and CRA will produce an ownership, management and marketing plan to integrate the civic facilities into a cohesive model that will create cultural icons for public access to the waterfront and an enjoyment of these amenities for a diverse population.

It is understood by all the Parties that the CRA and City must abide by all relevant public regulatory and procedural requirements in the procurement of any of these services. It is furthermore acknowledged that unless prohibited by law or policy, the Urban Planner/Retail Architect engaged by Viking will not be disqualified from responding to any RFP or RFQ's issued by the City/CRA for planning, design, architectural or other services. Furthermore, the Owner's Representative, subject to City/CRA consent, may provide construction management services to Viking at Viking's cost, for the development of private elements.

C. CRA's and City's Responsibilities: Site Planning and Construction

If the Revised Conceptual Master Development Plan is approved as set forth in Article 2, then the CRA and City commit to developing the Noticed Elements and other civic facilities in the locations and according to the parameters articulated in the approved Revised Conceptual Master Development Plan and as more particularly set forth in Schedule B.

D. Review and Approval Process; Termination

As set forth generally in Schedule B, the CRA and City agree to submit in a timely manner, a detailed site plan, which complies with the rules and regulations of the City of

Riviera Beach, for the Noticed Elements, for review by the CRA Board, the City's Planning and Zoning Board, and the City Council. Notwithstanding any other provision of this Agreement, any required permitting, licensing or other regulatory approvals by the City shall be subject to the established procedures and requirements of the City with respect to review and permitting of a project of a similar or comparable nature, size and scope. In no event shall the City, due to any provision of this Agreement, be obligated to take any action concerning regulatory approvals except through its established processes and in accordance with applicable provisions of law.

If the Parties cannot agree on the development of any of the Noticed Elements (locations and within specific timeframes), then any of the Parties upon thirty (30) days notice to the others, may state that an impasse has been reached at which time, negotiations may ensue during the thirty (30) days. If no resolution is reached, then the noticing party may unilaterally terminate this Agreement. Said termination shall act as termination of any responsibility on the City and CRA to consult with Viking as it relates to the Noticed Elements, defined herein (including the Tiki Bar Restaurant), and as set out in the MDA, and the City and CRA may proceed with development of the Noticed Elements in its best interests. All Parties will bear their own responsibility for all monies spent (including consultant's fees and other costs, some of which are set forth in the preliminary budget of Schedule C) in fulfilling the terms of this Agreement.

ARTICLE 4 – SITE CONTROL ISSUES

The Parties acknowledge that the resolution of site control issues is essential to the success of the development of the Marina District. Resolution of the site control issues is dependent on the ultimate determination of target land uses and building/facility locations as part of the Revised Marina Development Plan. Accordingly, the Parties agree that, upon approval of the Revised Conceptual Master Development Plan, they will proceed to negotiate in good faith to achieve the necessary site control to develop the Marina District as set forth in the Revised Conceptual Master Development Plan. The mechanisms to resolve site control may include, but are not limited to:

- Property swaps
- Land sales
- Long term land leases
- Joint venture between Viking and the CRA

The Parties agree that at such milestone as the Parties agree, in advance of submission of the Revised Conceptual Master Development Plan for approval, they will preliminary assess the emerging plan from the perspective of determining, generally, whether each believes site control resolution will be possible based on the proposed location of public and private uses relative to land ownership. At such milestone, each party must disclose any concerns related thereto so that those concerns may be addressed during the remainder of the planning process. Notwithstanding the foregoing, no formal negotiations or transactions relating to site control will take place between the Parties until after approval of the Revised Conceptual Master Development Plan. If

the Parties are unable to reach an agreement on necessary mechanisms to achieve site control necessary to achieve the development of public and private development set forth in the Revised Marina District Plan, an impasse shall be declared and the MDA shall be considered terminated.

ARTICLE 5 – ENFORCEMENT COSTS AND WAIVER OF JURY TRIAL

Except for mediation, 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 provisions of this Agreement, each party shall be responsible for their own costs of such including their own attorney's fees. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING FROM THIS AGREEMENT.

ARTICLE 6 – LIABILITY AND INDEMNIFICATION

Viking agrees to indemnify the CRA and City from and against any and all claims, debts, suits, actions, demands, damages, obligations and/or causes of action which may be made against either of them during the term of this Agreement by reason of or in connection with any alleged wrongful act or omission of Viking or any person claiming by, through or under Viking; provided however, such indemnity shall not apply to any negligence or acts of the CRA or City, its officials or employees. If it becomes necessary for the CRA or City to defend any action seeking to impose such liability, Viking shall pay all court costs and reasonable attorney's fees incurred by the CRA and/or City in effecting such defense (including all appellate levels), as and when said costs and fees become due and payable, in addition to any other sums which the CRA or City may be called upon to pay by reason of the entry of a judgment against them in the litigation in which such claim is asserted.

As to any claim, action or lawsuit brought by a third party to challenge the validity or enforceability of this Agreement, or to enjoin this Agreement, arising solely from a claim that Viking lacks capacity to sign or enter into, or improperly executed this Agreement, each party shall cooperate with each other as to jointly defending the claim, action or lawsuit. In any such claim, action or lawsuit, the CRA, City and Viking (as to each other) shall bear their own attorney fees and costs. Nothing in the Agreement shall constitute a waiver of sovereign immunity of City nor shall the same be construed as an agreement by the CRA or City to be sued by third Parties. Nothing contained in this Section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the CRA's or City's liability as set forth in section 768.28, Fla. Stat., or of any other constitutional, statutory, common law or other protections afforded to public bodies or governments.

ARTICLE 7 - INDEBTEDNESS

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

ARTICLE 8- DISCLOSURE AND OWNERSHIP OF DOCUMENTS

Viking shall deliver to the CRA'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 CRA under this Agreement. 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 CRA or City or at their expense will be kept confidential by Viking and will not be disclosed to any other party, directly or indirectly, without the CRA's or 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 Agreement for or at the CRA's expense shall be and remain the CRA's property and may be reproduced and reused at the discretion of the CRA.

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

ARTICLE 9 – INDEPENDENT CONTRACTOR RELATIONSHIP

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

Viking does not have the power or authority to bind the CRA or City in any promise, agreement or representation other than as specifically provided for in this Agreement.

ARTICLE 10 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 11 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested as follows:

City shall be mailed to:

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

Copy to:

Pamala H. Ryan
City Attorney
600 West Blue Heron
Riviera Beach, FL 33404

CRA shall be mailed to:

Tony Brown
Executive Director
2001 Broadway, Suite 300
Riviera Beach, FL 33404

Copy to:

J. Michael Haygood
CRA Attorney
1551 Forum Place, Suite 400-B
West Palm Beach, FL 33401

Viking shall be mailed to:

Mike Clark,
Vice President
c/o Viking Associates
4 Executive Campus, Suite 200
Cherry Hill, NJ 08002

With a copy to:

William Mueller, Esq.
c/o Viking Associates
4 Executive Campus, Suite 200
Cherry Hill, NJ 08002

ARTICLE 12 - SCHEDULES

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

ARTICLE 13 - LEGAL EFFECT

This Agreement shall not become binding and effective until approved, in writing, by the CRA BOARD and the City's CITY COUNCIL.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The Parties bind themselves and their, successors, executors, administrators and assigns in respect to all covenants of this Agreement. None of the Parties shall assign, sublet, convey or transfer its interest in this Agreement 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 CRA or City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to the Agreement.

ARTICLE 15 - VENUE

This Agreement 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 Agreement shall be exclusively held in Palm Beach County, Florida.

ARTICLE 16-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 17 - ENTIRETY OF CONTRACTUAL AGREEMENT

The Parties agree that this agreement and any attachments hereto or other documents as referenced in the Agreement (including the MDA) sets forth the entire agreement between the Parties, and that there are no promises or understandings other than those stated herein, and this Agreement 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties.

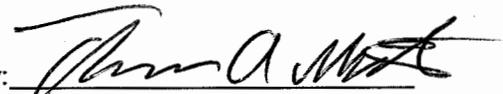
[Signatures on following page]

IN WITNESS hereto the Parties have set their hand on the day and date first written above.

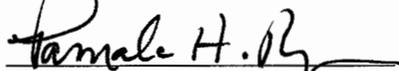
CITY OF RIVIERA BEACH, FLORIDA

ATTEST:

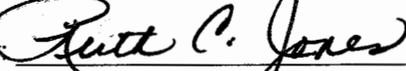
By: 
Carrie E. Ward, City Clerk

By: 
Thomas A. Masters, Mayor

As to Form and Legal Sufficiency

By: 
Pamala H. Ryan, City Attorney
Date: 9/5/12

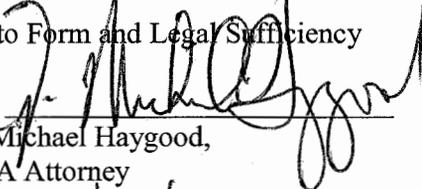
As to Terms and Conditions

By: 
Ruth C. Jones, City Manager

**RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: 
Billie E. Brooks, Chairperson

As to Form and Legal Sufficiency

By: 
J. Michael Haygood,
CRA Attorney
Date: 8/29/2012

As to Terms and Conditions

By: 
Tony Brown,
CRA Executive Director

VIKING DEVELOPERS, LLC
a Florida limited liability company

By: 
Michael J. Clark
Vice President

**SCHEDULE A: ROLES & RESPONSIBILITIES
(Subject to Change)**

DEVELOPMENT OF NOTICED ELEMENTS AGREEMENT AND INTEGRATED PLAN	
Owners & Resources	Role
City of Riviera Beach	Principal, landowner and regulatory body that must approve the Conceptual Master Development Plan to move to construction and development within the Marina District.
Riviera Beach CRA	Principal and landowner representing the City and public's fiduciary interests. Primary provider of funds to construct public and noticed elements and attract private investment.
Viking Developers	Principal and designated Master Developer and landowner
Owners Representatives	
Joint Work Team (JWT)	Principal Representatives (City: Jones/McKinney; CRA: Brown/Evans/Jenkins; Viking: Healey, Jr./Clark) and their Program Leads and Advisors (CRA: TCRPC, Owner's Representative; Viking: LWLP, Urban Planner/Retail Architect) including Support Consultants (as required) outlined above.
Treasure Coast Regional Planning Council (TCRPC)	Government entity and independent contractor and primary author of the amended CRA Plan and Citizen's Master Plan, serving several roles on behalf of CRA, and expected to be an advisor to LWLP and the Urban Planner/Retail Architect in developing the Revised Conceptual Master Development Plan integrating marina, private development and civic neighborhood experience. Expected to take lead role of managing and delivering on certain CRA responsibilities under this agreement, as mandated by the CRA.
CRA Owner's Representative	CRA consultant specialist focused on design and construction management, estimating, scheduling and constructability review services including but not limited to other project management support and advisory services to the CRA.
Live Work Learn Play (LWLP)	Mixed-use destination developer specialist representing the Master Developer. Will perform the role of lead program manager, directing the supervision of the Urban Planner/Retail Architect on the behalf of Viking.
Urban Planner / Retail Architect (UP/RA)	Lead "destination" urban planner and retail architect for the Marina District. Will have demonstrated planning experience designing entertaining retail and dining destinations; including retail/restaurant design execution/operational design experience working for developers on behalf of Viking.

**SCHEDULE A: ROLES & RESPONSIBILITIES
(Subject to Change)**

Support Consultants	Role
Public Market Business Planner	Business Specialist in the field of planning, leasing, financing, developing and operating public markets including non-profit institution building and business development on behalf of the CRA.
Civic Neighborhood Programmer & Business Planner	Specialist in the field of planning, programming, funding, developing, and operating cultural/educational institutions including non-profit institution building and business development. Ideally, this specialist will have the skill set to advise on the overall strategy regarding the civic institutions contemplated within the Marina District, but given their diversity, more than one organization may need to be engaged by the CRA
Parking, Traffic & Transportation Consultant:	CRA consultant specialist focused on (1) Market/trip generation validation, programming, operations, and financing of public parking facilities; (2) District and site ingress, egress, circulation, parking, and distributed traffic flow.
Architect	CRA-selected architect(s) responsible for producing the design drawings and construction drawings (including oversight of all required engineering inputs to complete same) of the Noticed Elements (except as agreed to otherwise for the Tiki Bar and Restaurant, per a separate agreement to be proposed by Viking), and submittal of the Phase One Site Plan Application, with assistance from the Landscape Architect and Civil Engineer on behalf of the CRA.
Landscape Architect	CRA-selected landscape architecture expert with demonstrated experience designing successful retail and entertainment environments, responsible, on behalf of the CRA, for the detailed landscape plan and design development of all public spaces within the Marina District, consistent with the conceptual direction provided in the Revised Conceptual Master Development Plan.
Civil Engineer	CRA consultant specialist focused on the planning, design, engineering, specifications, cost/benefit analysis and permitting required to deliver all the utility and infrastructure capacity needed to execute the development on behalf of the CRA.
Construction Manager	CRA selected contractor who will build or oversee the building of the Noticed Elements (except as agreed to otherwise for the Tiki Bar and Restaurant, per a separate agreement to be proposed by Viking) including construction budgeting, scheduling, estimating and value engineering, mobilization and site management, construction, equipping, move-in and close-out services. Contractor will be required to provide Guaranteed Maximum Prices and Completion Dates to the CRA for each of the Noticed Elements.

**SCHEDULE A: ROLES & RESPONSIBILITIES
(Subject to Change)**

Roles & Responsibilities Matrix - Private Elements						
ACTION	LEAD MANAGER (Exec. Oversight)	PROGRAM LEAD (Content Dev.)	ADVISOR/LEAD SUPPORT	GENERAL SUPPORT	NOTES	
<u>MARKET RESEARCH</u> 1. Market Research & Leasing (Private Marketplace Elements)	LWLP	LWLP	Work with Local Market Specialists	JWT	Local outreach, quantify/qualify market support; target rents & prospects	
<u>MASTER PLAN</u> 2. Master Plan & Dev. Program	LWLP	UP/RA	TCRPC	JWT	Anchor locations, cross-programming, d	
<u>BUSINESS PLAN</u> 3. Business Plan (Private Marketplace)	LWLP	UP/RA	TCRPC	JWT	Estimating, scheduling & financial analysis	
<u>ARCH & ENG</u> 4. Retail Architecture	UP/RA	LWLP	TCRPC	JWT	Engineering support	
<u>FINANCING</u> 5. Financing Strategy (Private Marketplace)	LWLP/Viking	LWLP	Specialist	JWT	Public/private partnership	
<u>BROADWAY</u> 6. Broadway Corridor Zoning	TCRPC	TCRPC	LWLP, UP/RA	JWT	Define Marina Gateway land use revisions/zoning	
<u>BROADWAY</u> 7. Broadway Corridor Zoning	TCRPC	TCRPC, LWLP	TCRPC, LWLP, UP/RA	JWT	TCRPC/LWLP/CRA collaboration, with LWLP focus on Marina District gateway.	

**SCHEDULE A: ROLES & RESPONSIBILITIES
(Subject to Change)**

Roles & Responsibilities Matrix - Public Elements					
ACTION	LEAD MANAGER (Exec. Oversight)	PROGRAM LEAD (Content Dev.)	ADVISOR/LEAD SUPPORT	GENERAL SUPPORT	NOTES
<u>CIVIC FACILITIES & PROGRAMS</u> 1. Marina Operations 2. Visitor Center 3. Newcomb Hall 4. Recreational Services 5. Bicent. Park 6. Parking 7. Integrated ownership & marketing model	CRA/CITY	CRA/CITY	LWLP/UPRA	CULTURAL PROGRAM SPECIALIST: education, art/culture community programming, non-profit institution building	Help define business, customer, location, program requirements, business model, funding: 1. Help establish rationale for visitor/event potential. Peanut Island; community culture/art location, cross-programming, and facility focus 2. Newcomb Hall critical anchor use and location to integrate Civic Facilities, Private Marketplace and Parking.
<u>PUBLIC MARKET</u> 8. Public Market	CRA/CITY	TCRPC	LWLP/UPRA	PUBLIC MARKET SPECIALIST	Public Market Specialist has completed draft market research and business plan Public Market critical anchor use and location.

SCHEDULE B: TIMELINE AND SCHEDULE OF KEY EVENTS

Action	Responsibility	Duration	Schedule
<p><u>Procurement & Professional Services</u></p> <ol style="list-style-type: none"> 1. Publication of RFQ for Architect & Engineering (9/2 – 9/27) 2. Publication of RFQ for Construction Manager (9/2 – 10/12) 3. Recommendation to CRA Board to Negotiate Contract (11/14) 4. Procure Support Consultants – AE/CM 	CRA	3 months	December 2012
<p><u>Complete Revised Conceptual Master Development Plan</u></p> <ol style="list-style-type: none"> 1. Hire Urban Planner / Retail Architect 2. Interim Review with City/CRA at 50% Milestone (Oct/Nov 2012) 3. Submit to City/CRA for Approval 	VIKING	4 months	January 2013
<p><u>Approve Site Development Application</u></p> <ol style="list-style-type: none"> 1. CRA to submit application as applicant (Jan/Feb) 2. Development of Noticed Elements Site Plan Application approved by Planning & Zoning Board, CRA Board & City Council 	CITY	6 months	July 2013
<p><u>Civil Engineering & Construction Documents</u></p> <ol style="list-style-type: none"> 1. Contract terms approved by CRA Board (Jan /Feb 2013) 2. Engineering Documents for Horizontal Development (6 – 8 months) 3. Construction Documents for Newcomb Hall (6 – 12 months) 4. Construction Documents for optional elements (Tiki, parking structure, Bicentennial Park & public market (8 – 12 months) 	CRA / GILBANE	12 months and current with the Site Development Application Process	January 2014
<p><u>Begin Upland Construction</u></p> <ol style="list-style-type: none"> 1. Site work & horizontal development (Fall 2013) 2. Newcomb Hall (Spring 2014) 3. Optional Elements (Spring 2014 – Fall 2014) 	CRA / GILBANE	12 – 18 month construction site (Phase I Elements)	Fall 2013 – Spring 2015

¹ **Note regarding Schedule B:** Schedule B represents target dates. The start of the process outlined is dependent on City Council & CRA Board approval of the Development of Noticed Elements Agreement and Integrated Plan. Parties will work in good faith to expedite the process and move more quickly if possible. It is acknowledged that completion of the Revised Conceptual Master Development Plan in the timeframe outlined is essential to allow the City/CRA to begin construction by January 2014 on the Noticed Elements. It is furthermore acknowledged that successful resolution of site control negotiations following approval of the Revised Conceptual Master Development Plan is an essential condition to the completion of the private sector development business planning efforts.

SCHEDULE B: TIMELINE AND SCHEDULE OF KEY EVENTS

Joint Work Team:		
Revised Marina District Master Development Plan & Development Business Plan Critical Path	Duration	Schedule
Action	Responsibility	
<p>Step 1. Revised Marina District Master Development Plan</p> <p>A. Kick-Off Meeting (Joint Work Team)</p> <p>B. Existing Conditions/Stakeholder Review</p> <p>C. Market Assessment Update</p> <p>D. Civic Facility Vision and Program Direction</p> <p>E. Parking, Traffic and Transportation Direction</p> <p>F. Private Market Program Analysis Update</p> <p>G. Scenario Testing (Public and Private Anchor Strategies)</p> <p>H. Market Assessment and Competitive Analysis Update</p> <p>I. Preliminary Program and Operational Assumptions</p> <p>J. Conceptual Marina District Master Development Plan Scenarios</p> <p>K. Executive Group 50% Milestone Review - including preliminary site control assessment (October/November 2012)</p> <p>L. Private Marketplace Concept Plan</p> <p>M. Civic Facilities Concept Plan</p> <p>N. Conceptual Development Marina District Master Development Plan (base, alternatives)</p> <p>O. Master Development Plan Concept</p> <p>P. Civic Facilities Development Program Strategy</p> <p>Q. Private Development Program Strategy</p> <p>R. Parking Garage Program, Design & Operations</p> <p>S. Final Market, Program & Operational Assessment</p> <p>T. Delivery of Revised Marina District Master Development Plan</p> <p>U. Revised Marina District Master Development Plan Approval (January 2013)</p>	<p>Viking/LWLP/UPRA (in collaboration with City/CRA)</p> <p>4 months</p>	<p>January 2013</p>

SCHEDULE B: TIMELINE AND SCHEDULE OF KEY EVENTS

Joint Work Team:		
Revised Marina District Master Development Plan & Development Business Plan Critical Path		
Action	Responsibility	Duration
<p>Step 2: Development Business Plan</p> <p>A. Land Requirements: Site control Strategy & Negotiation (Jan/Feb 2013)</p> <p>B. Architectural, Engineering & Detail Site Plans (project definition)</p> <p>C. Conceptual Architectural Specifications & Estimating Assumptions</p> <p>D. Construction & Implementation Plan and Phasing</p> <p>E. Permitting & Approval Requirements</p> <p>F. R.E. Ownership, Deal Structure, Land Requirements</p> <p>G. Investment, Budget and Financing Models</p> <p>H. Public/Private Sources and Uses</p> <p>I. Draft Comprehensive Investment Strategy</p> <p>J. Draft Private Marketplace, Business Plan & Investment Strategy</p> <p>K. Executive Group Milestone Review (March 2013)</p> <p>L. Private Marketplace Business Plan</p> <p>M. Public Civic Facilities Business Plan</p> <p>N. Public/Private Sources and Uses Estimates</p> <p>O. Public/Private Financing Strategies</p>	<p>CITY/CRA/VIKING</p> <p>CRA / Owner's Representative. (OR) CRA / OR CRA / OR CRA / OR</p> <p>CITY/CRA/VIKING JWT JWT JWT LWLP</p> <p>JWT</p> <p>Viking/LWLP City/CRA JWT JWT</p>	<p>4 months</p> <p>May 2013</p>

SCHEDULE B: TIMELINE AND SCHEDULE OF KEY EVENTS

Joint Work Team:			
Revised Marina District Master Development Plan & Development Business Plan Critical Path			
Action	Responsibility	Duration	Schedule
<p>Step 3: Tiki Bar and Restaurant Development Proposal</p> <p>A. R.E. Ownership & Land Requirements (Jan/Feb 2013)</p> <p>B. Conceptual Architectural Specifications & Estimating Assumptions</p> <p>C. Investment, Budget and Financing Models</p> <p>D. Deal Structure and Ground Lease Assumptions</p> <p>E. Initial Proposal: Development, Construction & Lease Term Sheet</p> <p>F. Executive Group Milestone Review (March 2013)</p> <p>G. Construction Transition Decision</p> <p>H. Construction & Implementation Plan and Phasing</p> <p>I. Permitting & Approval Requirements</p> <p>J. Finalize Proposal & Public/Private Funding/Financing Strategy</p>	VIKING / LWLP	4 months	May 2013

Schedule C

Marina District Pre-Development Services: Preliminary Budget Estimates & Allocation of Payments

(Actual Amounts Subject to Change)

VIKING'S ALLOCATION

Strategic Assessment Report	\$ 60,000.00
Master Plan & Development Business Planning Services	\$ 300,000.00
Urban Planner / Retail Architect	\$ 115,000.00
Total Allocation - Viking's Share	\$ 475,000.00

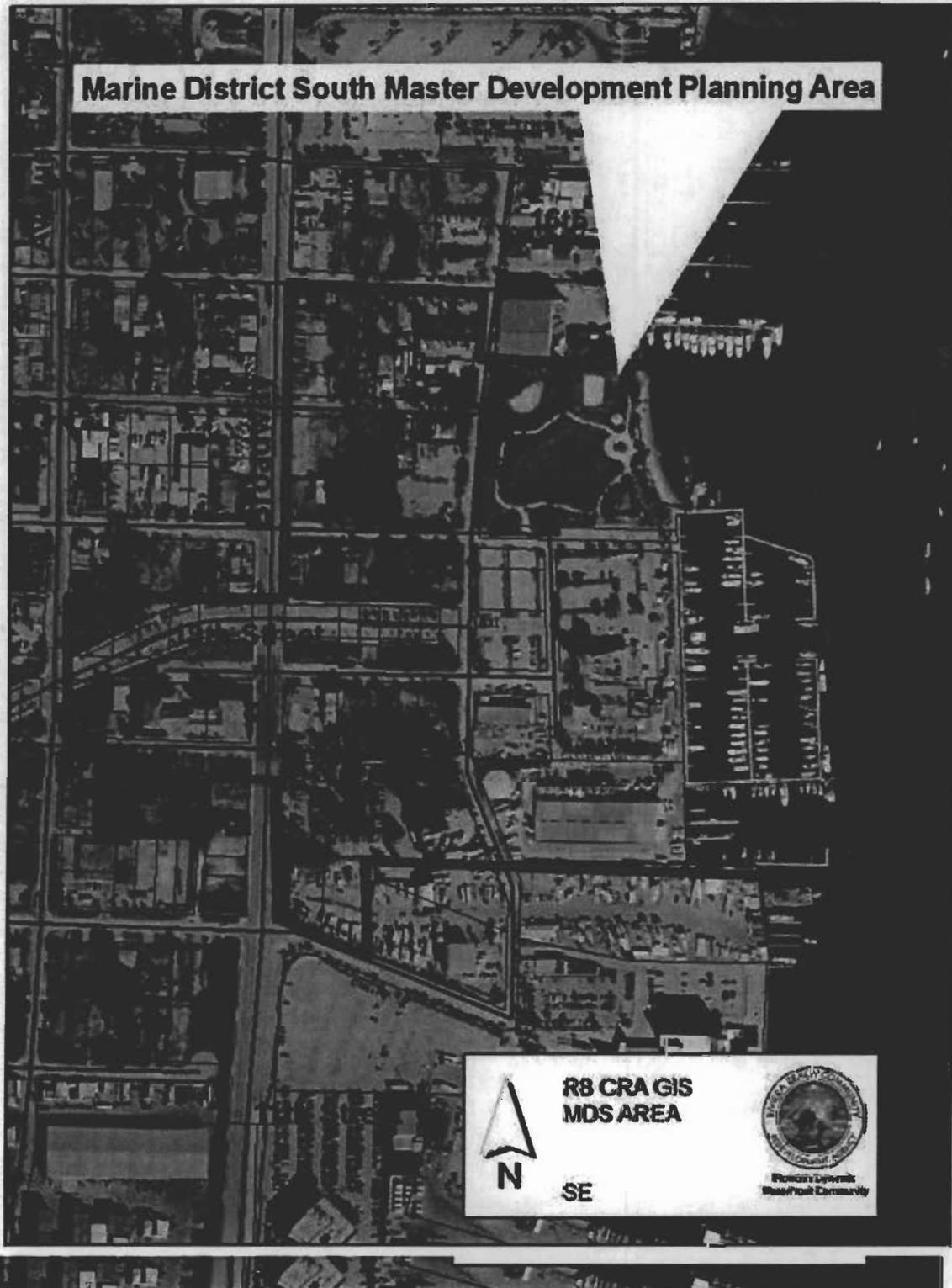
CRA'S ALLOCATION

Treasure Coast Regional Planning Council (TCRPC)	\$ 125,000.00
Transportation/Parking	\$ 60,000.00
Architect, Landscape Architect, Civil Engineer & Urban Planning Te	\$ 250,000.00
Civic Facility Market Studies & Business Planning	\$ 85,000.00
Construction Services (budgeting, estimating, scheduling)	\$ 200,000.00
Total Allocation - CRA's Share	\$ 720,000.00

Notes

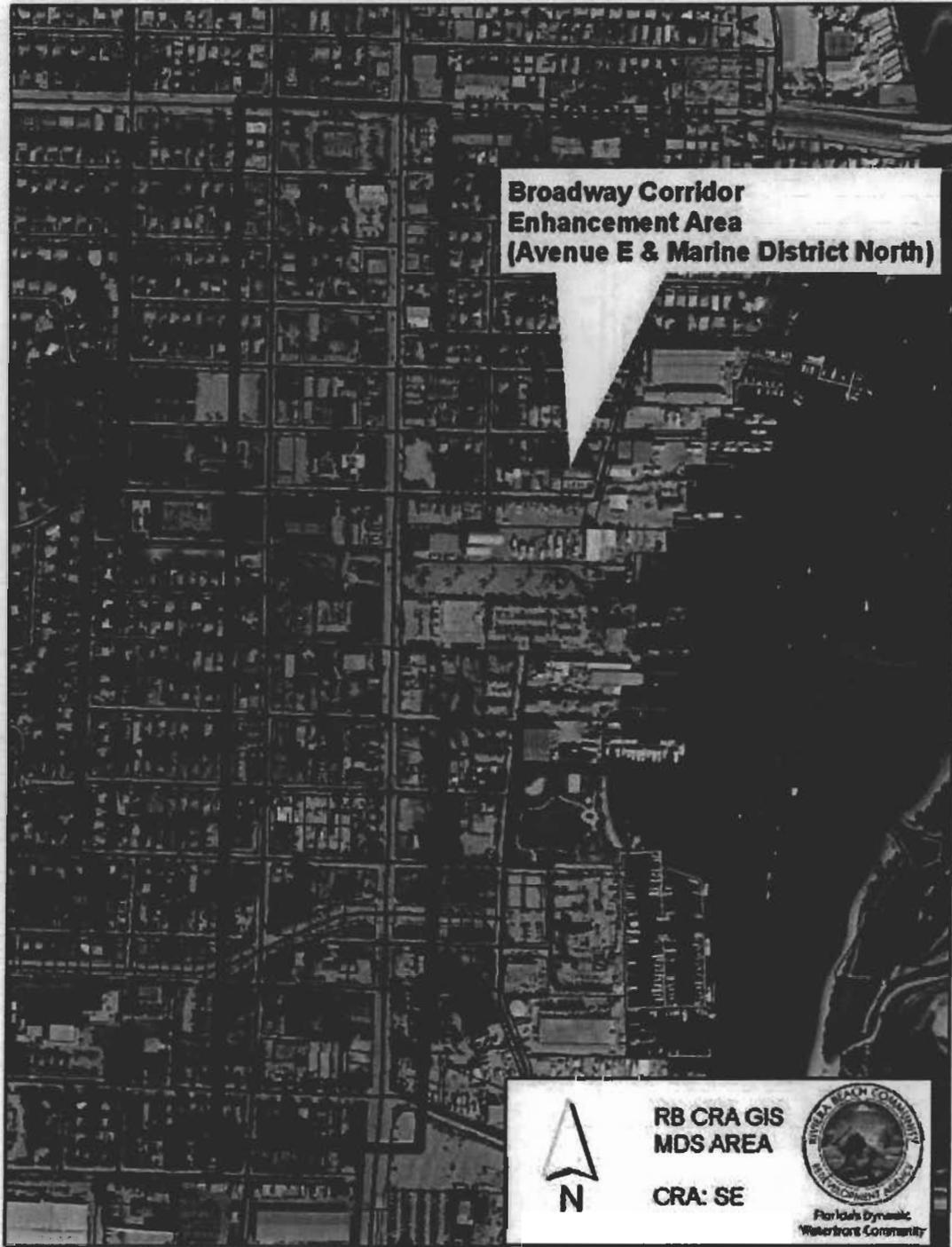
1. Vikings Costs & Estimates: Provided by Viking
2. CRA's costs & estimates provided by CRA in consultation with OR.
3. TCRPC's costs and scope shall be approved by the CRA Board
4. Roles & responsibilities of parties are outlined in Schedule A

Schedule D – Marina District



Schedule E – Broadway Corridor

The Broadway Corridor, as detailed below, is considered a strategic development area relative to the Marina District, and encompasses portions of three redevelopment areas within the CRA plan: Marine District North, Marine District South and Broadway West.



Schedule F – Revised Conceptual Master Development Plan Requirements

Delivery of the Revised Conceptual Master Development Plan will require physically integrating the market studies and research, development program guidance, and project vision and positioning. The Revised Conceptual Master Development Plan (for the site area outlined in Schedule D) will:

- Have tested development program and density scenarios
- Have solicited feedback from project stakeholders and regulatory agencies, with the ultimate goal of obtaining review by the Planning and Zoning Board and approval of the Revised Conceptual Master Development Plan from the City of Riviera Beach City Council and CRA Commission
- Indicate building placement for all of the Noticed Elements, as well as additionally proposed public facilities and private development
- Provide a prominent location for Newcomb Hall near Bicentennial Park and the waterfront
- Have considered development scenarios for the Spanish Courts site per ideas presented by the CRA (all with due regard to the factors influencing programming of the site, as articulated in Article 2 – C.3. *“Spanish Courts Alternatives”*)
- Provide adequate details and conceptual design for all infrastructure, road-ways and parking (as informed by the CRA’s transportation, traffic and parking consultant) to inform the CRA’s Civil Engineer
- Articulate a plan for a mixed-use regional destination that appeals to a broad cross section of local and regional market segments
- Be anchored in market-based, business and real-estate research and strategy
- Provide an architectural and public space character theme, including preliminary architectural concepts, as well as landscape concepts compatible with marine climate
- Communicate the conceptual master development plan via the following tools/deliverables:
 - illustrative conceptual master development plan
 - circulation, parking, and servicing plan
 - building uses and heights plan
 - development program summary plan
 - pedestrian gathering spaces
 - public space concepts
 - pedestrian and vehicular flow
 - seasonal sun/shade studies
 - 3D SketchUp digital modeling./view studies
 - freehand conceptual sketch views
 - three (3) eye-level rendered views
 - digital summary of all design elements

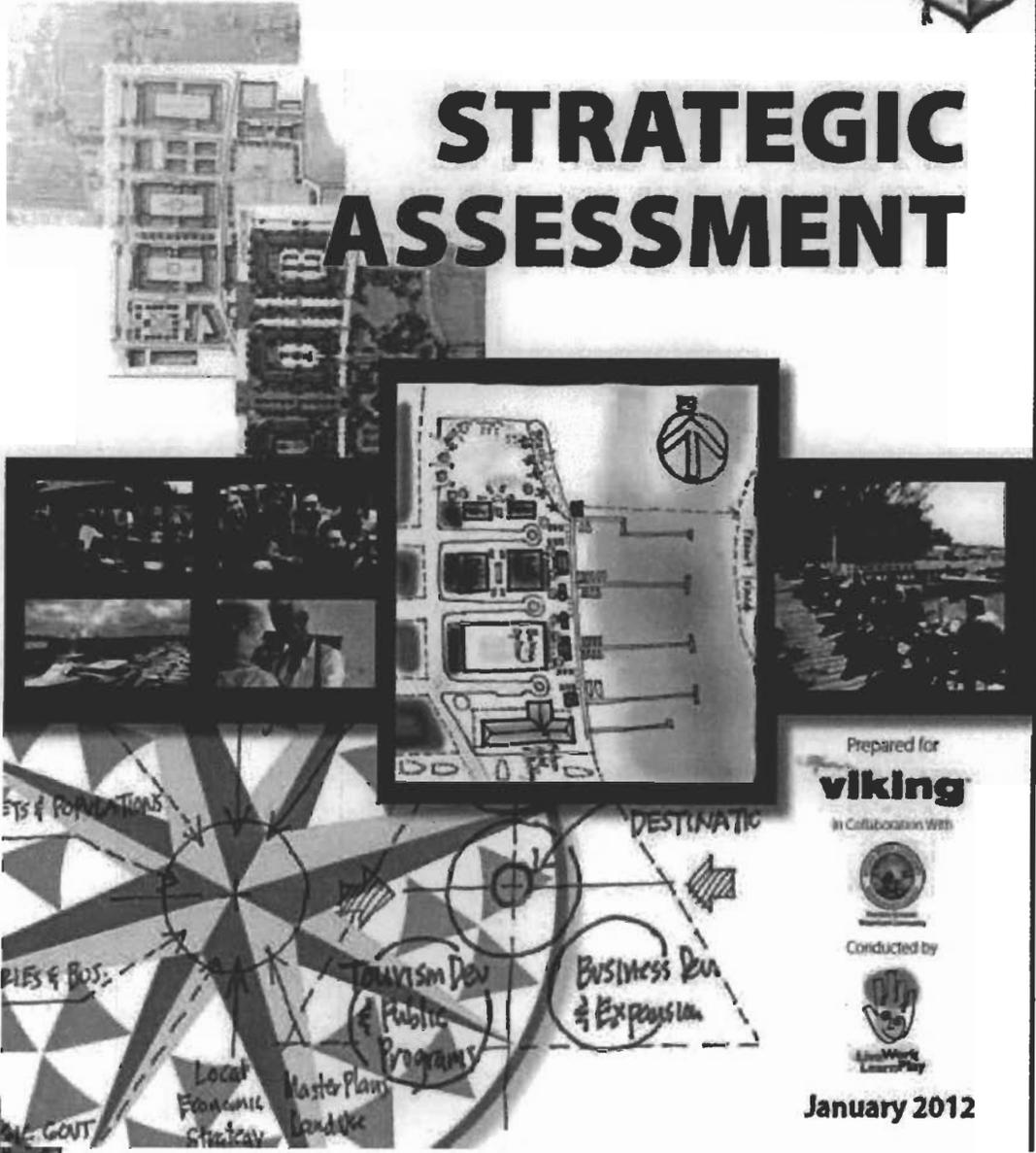
Schedule G – Strategic Assessment Report (Revised January 2012)

See separate file for 68 page document.

Marina District Redevelopment
Riviera Beach, Florida



STRATEGIC ASSESSMENT



Prepared for
viking
In Collaboration With



Conducted by
LiveWork LearnPlay

January 2012

Hand-drawn diagram labels: DESTINATION, Business Dev & Expansion, Tourism Dev & Public Programs, Local Economic Strategy, Master Plan Land Use, GOVT, PLANS & BOSS, STRATEGIC & POPULATIONS.



147 St. Paul West, Suite 100 Montréal, Québec H2Y 1Z5, Canada
Tel. 514.788.3333 • Fax 514.788.3334

RESOLUTION NO. 2012- 30

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING AN AGREEMENT BY AND AMONG THE AGENCY, CITY OF RIVIERA BEACH, AND VIKING DEVELOPERS, LLC FOR THE DEVELOPMENT OF CERTAIN ELEMENTS WITHIN THE MARINA DISTRICT AS PROVIDED IN THE MASTER DEVELOPMENT AGREEMENT; AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach ("City") and the Agency have been working toward the redevelopment of certain properties located within the Marina District and to that end, developed a Request for Proposal (hereinafter "RFP") soliciting a developer to develop, lease, construct, operate, and/or manage portions of the Marina District; and

WHEREAS, Viking Developers, LLC ("Viking") responded to the RFP and was chosen as the as Master Developer and the Parties entered into a Master Development Agreement ("MDA") in July 2010 to facilitate phased development within the Marina District; and

WHEREAS, the Master Developer Agreement incorporates an Amended Conceptual Master Development Plan which calls for a multi-phased, mixed use development and was accepted and approved by the City and Agency on February 10, 2010 and February 17, 2010 respectively; and

WHEREAS, pursuant to the terms of sections 2.04 and 2.05 of the Master Developer Agreement, the Agency and City gave notice to Viking that it was their intention to proceed with negotiating an agreement for the development of certain elements set out within the Amended Conceptual Master Development Plan; and

WHEREAS, the Parties operating in good faith, have negotiated an Agreement to facilitate the development of those elements and to put forth an integrated plan for the development of the entire Marina District.

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

SECTION 1. The Agency hereby approves the Development of Noticed Elements Agreement and Integrated Plan by and among the Agency, the City of Riviera Beach, and Viking Development, LLC attached hereto as Exhibit "A".

SECTION 2. The Chairman and Executive are hereby authorized to execute the Agreement on behalf of the Agency.

SECTION 3. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 29rd day of August 2012.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: Billie E. Brooks
Name: BILLIE E. BROOKS
Title: Chairperson

ATTEST:

Tomy N
Executive Director

Approved as to form and legal sufficiency
J. Michael Haygood
J. Michael Haygood Date 8/29/2012
Haygood & Harris LLC
General Counsel to CRA

MOTION BY: Judy Davis
SECONDED BY: Shelby Lowe

B. BROOKS AYE
D. PARDO AYE
C. THOMAS AYE
S. LOWE AYE
J. DAVIS AYE

RESOLUTION NO. 107-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE DEPARTMENT HEAD, ADMINISTRATIVE, SUPERVISORY AND GENERAL EMPLOYEES JOB CLASSIFICATION LISTS BY DELETING, CREATING AND INCREASING THE SALARY OF VARIOUS CLASSIFIED AND UNCLASSIFIED POSITIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is preparing to delete, create new positions and increasing the salary of a part time position for the subsequent Fiscal Year of 2012 – 2013; and

WHEREAS, by adoption of this resolution, the creation of certain positions may be advertised and began the pre-employment process prior to the new fiscal year; 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 following unclassified exempt positions be deleted and created then added to the Department Head Job Classification List:

DELETE FROM THE JOB CLASSIFICATION LIST

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
DEPARTMENT HEAD	Purchasing Director	25	\$73,160 - \$110,013
	Director, Utility	30	\$90,817 - \$136,224

CREATE AND ADD TO JOB CLASSIFICATION LIST

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
DEPARTMENT HEAD	Director of Purchasing Information Technology	28	\$83,754 - \$125,630
	Utility District Executive Director	30	\$90,817 - \$136,224

SECTION 2. That the following unclassified exempt position be deleted from the Administrative Job Classification List:

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
ADMINISTRATIVE	Police Commander	23	\$66,099 - \$99,149

SECTION 3. That the following unclassified exempt positions be created then added to the Administrative Job Classification List:

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
ADMINISTRATIVE	Utility District Assistant Executive Director	25	\$73,161 - \$109,742
	Police Major	23	\$66,099 - \$99,149

SECTION 4. That the following position be created and added to Supervisory Job Classification List:

<u>JOB CLASSIFICATION</u> <u>LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
SUPERVISORY	Police Records Section Suprvr.	13	\$38,878 - \$60,262

SECTION 5. That the salary of following part-time position be increased and added to the General Employees Job Classification List:

<u>JOB CLASSIFICATION</u> <u>LIST</u>	<u>POSITION</u>	<u>SALARY</u>
GENERAL	School Crossing Guard	From: \$11.50/hr. To: \$12.00/hr.

SECTION 6. That the following part-time position be created and added to the General Employees Job Classification List:

<u>JOB CLASSIFICATION</u> <u>LIST</u>	<u>POSITION</u>	<u>SALARY</u>
GENERAL	Process Server	\$13.12/hr.

SECTION 7. That this Resolution shall take effect October 1, 2012.

PASSED AND APPROVED this 5TH day of SEPTEMBER 2012.

APPROVED:

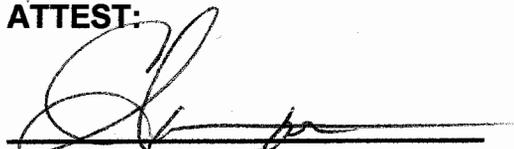


THOMAS A. MASTERS
MAYOR

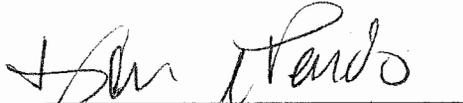


BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK



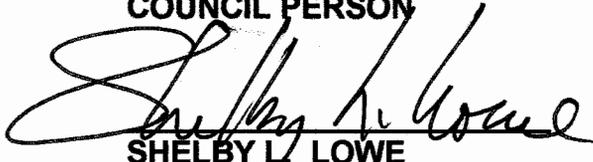
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCIL PERSON

ABSENT

CEDRICK A. THOMAS
COUNCIL PERSON



SHELBY L. LOWE
COUNCIL PERSON

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

B. BROOKS AYE

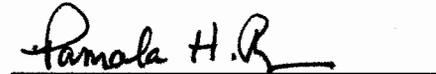
D. PARDO AYE

J. DAVIS AYE

C. THOMAS ABSENT

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/5/12

RESOLUTION NO. 108-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF ANTHONY ESPER AND DEBBIE ESPER VS. CITY OF RIVIERA BEACH POLICE DEPARTMENT AND VIRGINIA DIANE HARVEY, CASE NO.: 502011CA01005XXXMB AH, IN THE TOTAL AMOUNT OF \$115,000.00; AUTHORIZING GALLAGHER BASSETT TO MAKE PAYMENT ON BEHALF OF THE CITY AFTER RECEIVING GENERAL RELEASES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an automobile accident occurred May 23, 2010, at the intersection of Old Dixie Highway and Blue Heron Blvd.; and

WHEREAS, the Police Officer, travelling westbound on Blue Heron Blvd., proceeded to the left hand turn lane and going straight through the intersection, collided with Virginia Harvey who was travelling northbound on Old Dixie Highway; and

WHEREAS, Ms. Harvey's vehicle was struck by Officer Menard's vehicle, which caused her to collide into the Espers' vehicle; and

WHEREAS, the Espers, who were blameless in the accident, both sustained serious injuries; and

WHEREAS, during mediation the parties agreed to settle the lawsuit for \$115,000, with \$75,000 going to Debbie Esper and \$40,000 to Anthony Esper.

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 *Anthony Esper and Debbie Esper vs. City of Riviera Beach Police Department and Virginia Diane Harvey, Case No.: 502011CA01005XXXMB AH* is hereby approved in the total amount of \$115,000 with \$75,000 going to Debbie Esper and \$40,000 going to Anthony Esper.

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

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

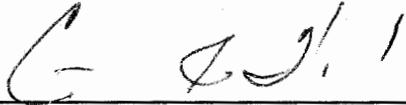
PASSED and APPROVED this 19th day of September, 2012.

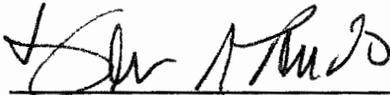
APPROVED:

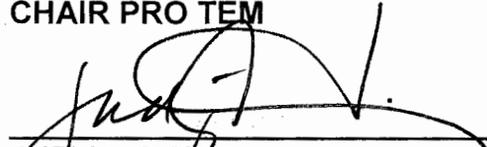

THOMAS A. MASTERS
MAYOR


BILLIE E. BROOKS
CHAIRPERSON

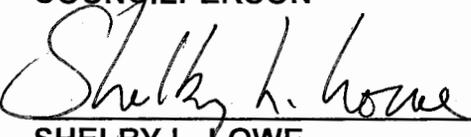
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


JUDY L. DAVIS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. Davis

SECONDED BY: C. Thomas

B. BROOKS aye

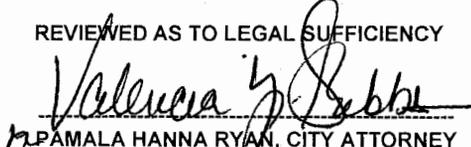
D. PARDO aye

J. DAVIS aye

C. THOMAS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/18/12

RESOLUTION NO. 109-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA AND THE CITY OF RIVIERA BEACH, FLORIDA; ACCEPTING FUNDING IN THE AMOUNT OF \$136,111 FOR THE CONTINUATION OF REENTRY SERVICES; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO SET UP A BUDGET FOR THE SAME; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Criminal Justice Commission of Palm Beach County continues their commitment to successful offender reentry; and

WHEREAS, the Criminal Justice Commission received a Second Chance Act grant from the Department of Justice in the amount of Seven Hundred and Fifty Thousand Dollars (\$750,000); and

WHEREAS, the City of Riviera Beach presented a proposal in accordance with the Palm Beach County Criminal Justice Commission Regional and State Transitional Offender Reentry (RESTORE) Initiative; and

WHEREAS, the City of Riviera Beach has been awarded grant funds in the amount of One Hundred Thirty-six Thousand One Hundred Eleven Dollars (\$136,111) for reentry efforts in the RESTORE Initiative.

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

SECTION 1. That the Mayor and City Clerk are authorized to execute the Interlocal Agreement between the City of Riviera Beach and the Board of County Commissioners, Palm Beach County for the Justice Service Center.

SECTION 2. The Finance Director is authorized to set up a budget for the same:

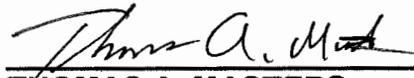
Revenue	JSC Revenue	\$136,111	
Expenditures			
Salaries-		\$81,640	Fringe
Benefits-		22,042	
Travel/Training			2,400 Supplies
	2,000		
Other-Transitional Housing, Ex-offender Support Services, On-The-Job Training Stipends	<u>28,029</u>		
		Total	\$136,111

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

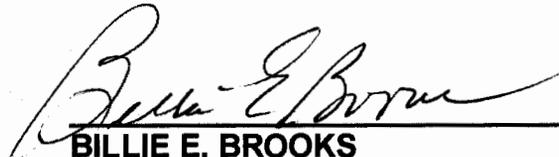
PASSED AND APPROVED this 19 day of September, 2012.

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APPROVED:



THOMAS A. MASTERS
MAYOR

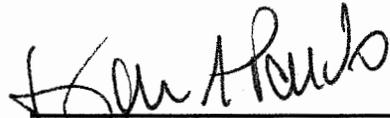


BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



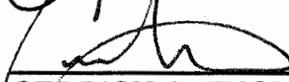
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



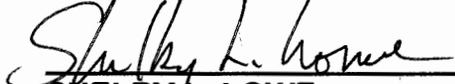
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



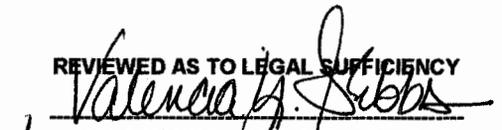
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

B. BROOKS AYE
D. PARDO AYE
J. DAVIS AYE
C. THOMAS AYE
S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY
DATE: 9/18/12

RESOLUTION NO. 110-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE GRANT FUNDS FROM THE OFFICE OF THE ATTORNEY GENERAL – VICTIMS OF CRIME ACT (VOCA) FOR THE VICTIM ADVOCATE PROGRAM IN THE AMOUNT OF \$45,000.00 TO CONTINUE WITH CRISIS RESPONSE SERVICES FOCUSING IN AREAS OF HOMICIDE, DOMESTIC VIOLENCE, CHILD DEATHS, AND ELDERLY VICTIMIZATION; AUTHORIZING THE MAYOR TO EXECUTE CERTIFICATE OF ACCEPTANCE OF SUB GRANT AWARD; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO SET UP THE BUDGET IN FUND 125 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Office of the Attorney General has established a Victims of Crime Act (VOCA) Grant Program; and

WHEREAS, the City of Riviera Beach has been awarded funds in the amount of \$45,000.00 which requires a twenty percent (20%) match of \$11,250.00 which will be provided through in-kind match services from the City for a total of \$56,250.00; and

WHEREAS, these funds will be used for continuing the Department's crisis response services, crisis intervention, and assisting investigators.

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

SECTION 1: That the City Council accepts the Grant Funds on behalf of the City, and authorizes the Mayor's execution of the Certificate of Acceptance of Sub-Grant Award.

RESOLUTION NO. 110-12
PAGE 2

SECTION 2: The Interim Finance Director is authorized to set up the budget as follows:

Fund 125	Acct No	Acct Desc	Amount
Revenue	125-00-334296		\$45,000.00
Expenditure	125-0817-521-0-1201	Reg. Salary & Wages	\$41,621.00
Expenditure	125-0817-521-0-1401	FICA	\$ 3,184.00
Expenditure	125-0817-521-0-4001	VOCA-Communications	\$ 195.00
TOTAL			\$45,000.00

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

PASSED AND ADOPTED this 19TH day of SEPTEMBER, 2012.

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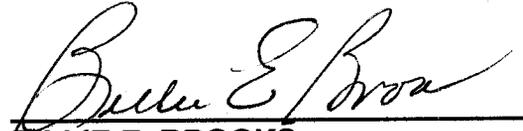
RESOLUTION NO. 110-12

PAGE 3

APPROVED:



THOMAS A. MASTERS
MAYOR

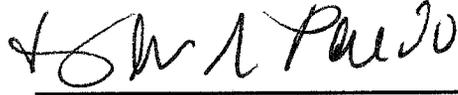


BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



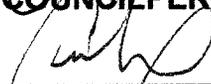
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



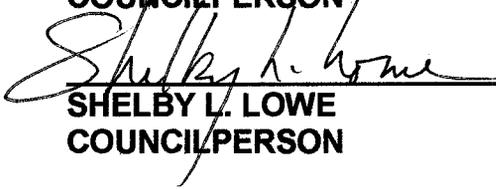
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



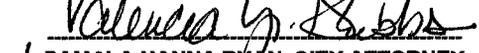
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

B. BROOKS	<u>AYE</u>
D. PARDO	<u>AYE</u>
J. DAVIS	<u>AYE</u>
C. THOMAS	<u>AYE</u>
S. LOWE	<u>AYE</u>

REVIEWED AS TO LEGAL SUFFICIENCY


RAMALA HANNA RYAN, CITY ATTORNEY
DATE: 9/18/12

RESOLUTION NO. 111-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING RELIANCE STANDARD TO OFFER TERM LIFE INSURANCE TO CITY EMPLOYEES AND THEIR FAMILIES BEGINNING IN THE 2012-2013 POLICY YEAR AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO FACILITATE ALL EMPLOYEE PAYMENTS THROUGH PAYROLL DEDUCTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, staff recommends Reliance Standard Insurance as the provider of such coverage.

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

SECTION 1. That staff is hereby authorized to utilize Reliance Standard Insurance as the provider Term Life Insurance for City Employees and their families beginning in the 2012-2013 Policy Year.

SECTION 2. That the Interim Finance Director is authorized to accept payroll deductions from employees and transfer same to Reliance Standard Insurance.

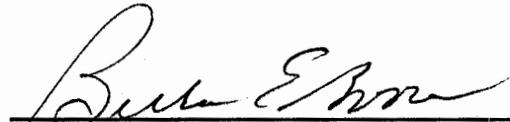
SECTION 3. This Resolution shall take effect immediately upon its passage and adoption by the City Council.

PASSED AND ADOPTED this 19TH day of SEPTEMBER, 2012.

APPROVED:

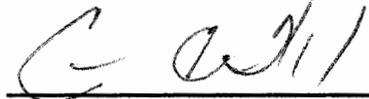


THOMAS A. MASTERS
MAYOR

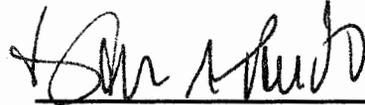


BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



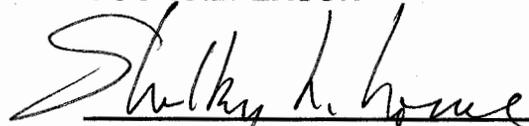
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON

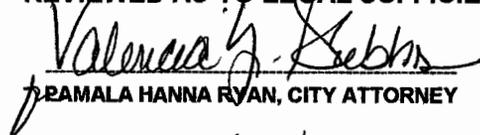


CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY



RAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/18/12

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

RESOLUTION NO. 112-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PAYMENT OF ADDITIONAL FUNDS TO TARGET ENGINEERING GROUP IN THE AMOUNT OF \$254,150.44 FOR ADDITIONAL CONSTRUCTION ENGINEERING AND INSPECTION SERVICES ON THE A1A PROJECT; APPROPRIATING FUNDS IN THE ADDITIONAL GAS TAX FUND IN THE AMOUNT OF \$254,150.44; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach entered into an agreement with the Florida Department of Transportation to resurface the pavement, install sidewalks, landscaping and decorative lighting on State Road A1A; and

WHEREAS, the City, under the said agreement, was responsible for preparing project construction plans and specifications, and management of the project; and

WHEREAS, on June 16th, 2010, the City entered into a contract with Target Engineering Group, Inc. (sometimes referred to as TEG) through Resolution 68-10 to provide construction engineering and inspection services for the SR A1A Improvement project; and

WHEREAS, the City Council amended the contract with Target on November 2, 2011 through resolution No. 145-11 which extended the services of TEG through December 31, , 2012 and provided additional funding through July of 2012; and

WHEREAS, additional time extensions have been granted to the contractor, H&J, Inc., which requires that TEG provide additional services in order to facilitate the completion of the project as required by the Florida Department of Transportation.

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

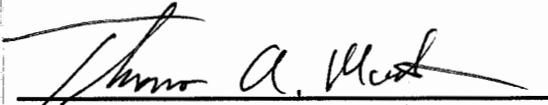
SECTION 1. That the City Council approves the payment of \$254,150.44 to Target Engineering Group, Inc. for construction engineering and inspection services needed to complete the A1A project.

SECTION 2. The Interim Finance Director is authorized to appropriate funds in the amount of \$254,150.44 to cover the cost of additional construction engineering and inspection services and make payment from account number 301-1116-541-0-6351.

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

PASSED and APPROVED this 19TH day of SEPTEMBER, 2012.

APPROVED:



THOMAS A. MASTERS
MAYOR

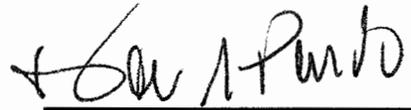


BILLIE E. BROOKS
CHAIRPERSON

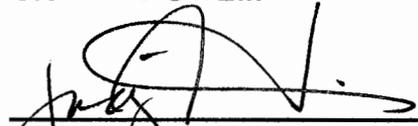
ATTEST:



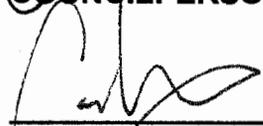
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



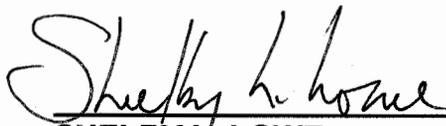
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON

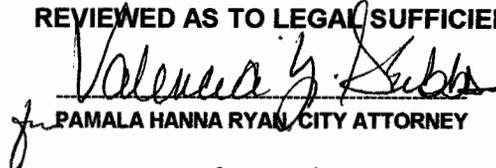


CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/18/12

RESOLUTION NO. 112-12

PAGE 3

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

J. DAVIS OUT

B. BROOKS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

RESOLUTION NO. 113-12

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 INTERLOCAL AGREEMENT FOR THE SINGER ISLAND DUNE RESTORATION PROJECT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Singer Island has experienced severe erosion from the County's Ocean Reef Park to the north end of Singer Island in Riviera Beach; and

WHEREAS, Palm Beach County has proposed to enter into a long-term agreement with the City (10 years) 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 City Council finds it is in the best interest of the City's residents to protect the northern portion of Singer Island from continuing severe erosion by way of periodic dune and beach restoration on the eroded properties; and

WHEREAS, Palm Beach County will be responsible for the implementation of the dune restoration project; and

WHEREAS, The City of Riviera Beach wishes to share the cost of dune restoration with Palm Beach County; and

WHEREAS, The total estimated yearly cost of the dune restoration project may be up to \$1,000,000; and

WHEREAS, The City's share of the project cost is 20% of the total cost of the dune restoration project, which may not exceed \$200,000 in any fiscal year; and

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

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 an Interlocal Agreement with Palm Beach County for the purpose of sharing costs for the Singer Island Dune Restoration Project, not to exceed costs of \$200,000 to the City within any fiscal year without additional City Council approval.

RESOLUTION NO. 113-12
PAGE 2 of 3

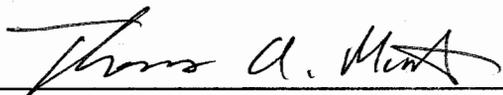
SECTION 2. That the City Finance Director is authorized to budget funds to be reimbursed to Palm Beach County, up to \$200,000 per fiscal year, from the Capital Fund 310 account.

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

PASSED and APPROVED this 19 day of Sept., 2012.

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APPROVED:



THOMAS A. MASTERS
MAYOR

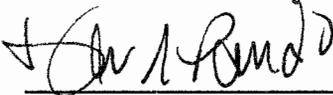


BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



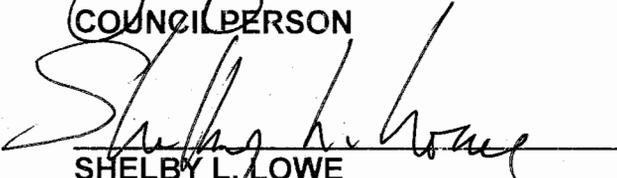
DAWN S. PARDO
CHAIR PRO TEM



GEDRICK A. THOMAS
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

B. BROOKS AYE

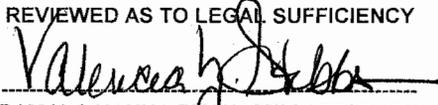
D. PARDO AYE

C. THOMAS AYE

J. DAVIS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/18/12

INTERLOCAL AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
THE CITY OF RIVIERA BEACH
FOR
DUNE RESTORATION

R 2012-13 97
OCT 16 2012

THIS AGREEMENT is made and entered into on the ____ day of _____, 2012, 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, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

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

WHEREAS, pursuant to Chapter 125.01, Florida Statutes, the Board of County Commissioners is empowered to establish and administer programs of beach erosion control and to enter into agreements with other governmental agencies within or outside the boundaries of the COUNTY for joint performance, or performance of one unit on behalf of the other, of any of either governmental entity's authorized functions; and

WHEREAS, pursuant to Chapter 166, Florida Statutes, the CITY is empowered to exercise any governmental, corporate, and proprietary power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the COUNTY and the CITY intend to make the most efficient use of their powers by cooperating with each other on periodic dune restoration at the Singer Island beach within an area located approximately 500 feet north of the Department of Environmental Protection's reference monument R-61 to approximately 400 feet south of the Department of Environmental Protection's reference monument R-65, in Palm Beach County, Florida (the "RESTORATION"); and

WHEREAS, the COUNTY and the CITY desire to establish their respective roles in the RESTORATION to make the most efficient use of their respective resources; and

WHEREAS, the CITY wishes to cost share with the COUNTY, by reimbursing the COUNTY for 20% of the total Eligible RESTORATION Expenses, provided that such amount does not exceed \$200,000 in any fiscal year.

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

1. Recitals. The above recitals are true and correct and incorporated herein.
2. Purpose of the Agreement. The purpose of this Agreement is to provide a mechanism for funding the RESTORATION, and to set forth the terms, conditions and obligations of each of the respective parties hereto.

3. The RESTORATION.
 - A. Description. The RESTORATION consists of periodically hauling beach quality sand to the Restoration Area (located approximately 500 feet north of the Department of Environmental Protection's reference monument R-61 to approximately 400 feet south of the Department of Environmental Protection's reference monument R-65, in Palm Beach County, Florida), placing it throughout the eroded dune system and when practicable, planting the restored area with native, salt-tolerant, dune vegetation.
 - B. RESTORATION components. RESTORATION components include project management; design; permitting; purchase and trucking of sand; sand placement; planting of native vegetation; and all permit required monitoring and maintenance (Eligible Restoration Expenses).
4. Term. The term of this Agreement shall be from the date of execution through September 30, 2022, unless otherwise provided herein. Work conducted on the RESTORATION by the County and its consultants/contractors beginning on or after January 1, 2012 shall be eligible for reimbursement by the CITY.
5. Funding. The parties agree that the CITY will cost share in the Eligible Restoration Expenses for the RESTORATION completed at the Restoration Area. Each party agrees to diligently pursue the approval and procurement of its funding obligation. The parties agree that the COUNTY shall not be obligated to perform RESTORATION unless the CITY notifies the COUNTY in writing that the City Council has appropriated sufficient funds in its annual fiscal budget to reimburse the COUNTY for the CITY'S share of the Eligible Restoration Expenses.
6. COUNTY Obligations.
 - A. Prior to commencing restoration as provided in paragraphs 3.A. and B., the COUNTY shall submit to the CITY an estimate of the total cost of the proposed RESTORATION.
 - B. The COUNTY shall pay all expenses of the RESTORATION in anticipation of partial reimbursement from the CITY.
 - C. The COUNTY shall submit invoices for payment to the CITY not more frequently than quarterly (i.e. March, June, September, December). The COUNTY will submit invoices to the CITY that include a reference to this Agreement, identify the RESTORATION, identify the amount due and payable to the COUNTY and include a statement certifying that the invoice amount includes only eligible expenses and that said eligible expenses have been incurred and paid. Invoices shall be in sufficient detail for pre-audit and post-audit review. The COUNTY shall provide any further documentation deemed necessary by the CITY.
 - D. The COUNTY shall maintain adequate records to justify all charges, expenses and costs represented by the invoice amounts for at least three (3) years after completion of each periodic RESTORATION project. The CITY shall have access to all books, records, and documents related to the RESTORATION as required in this paragraph for purposes of inspection or audit during normal business hours.
 - E. The County shall use best efforts to submit requests for State funding assistance for the RESTORATION, shall provide a copy of any such submittal to the CITY, and shall seek the CITY's support.
 - F. Upon request, the COUNTY shall provide the CITY with copies of all contracts, plans and specs related to the RESTORATION. The COUNTY shall invite the CITY to RESTORATION pre-construction meetings.

- G. The COUNTY shall provide the CITY with a copy of the RESTORATION schedule and all revisions thereto.
- H. The COUNTY shall properly prepare and submit any and all applications for State and Federal permits required for the RESTORATION and provide a copy thereof to the CITY.
- I. The COUNTY shall be responsible for management, design, construction and monitoring of the RESTORATION.
- J. The COUNTY shall secure competitive bids for the RESTORATION by advertisement for work to be performed by contractors in accordance with the COUNTY Purchasing Ordinance.
- K. Notwithstanding any other provision herein, the COUNTY's obligation to perform under this Agreement is contingent upon availability of matching State or Federal funding and an appropriation for its purpose by its Board in its annual fiscal year budget during the term of this Agreement.

7. CITY Obligations.

- A. The CITY shall cost share with the COUNTY on a reimbursement basis. The CITY shall reimburse the COUNTY for twenty percent (20%) of the Eligible RESTORATION Expenses for each periodic RESTORATION completed by the COUNTY pursuant to this Agreement. However, the CITY shall not be responsible for Eligible RESTORATION Expenses exceeding \$200,000 in any fiscal year.
- B. The CITY shall appropriate adequate funds to cover the CITY's share of the Eligible RESTORATION Expenses based upon the estimate provided by the COUNTY pursuant to paragraph 6.A.
- C. By no later than October 31st of any fiscal year, the CITY shall notify the COUNTY in writing whether adequate funds have been appropriated by its City Council to cover the CITY's share of Eligible RESTORATION Expenses.
- D. Invoices received from the COUNTY and approved by the CITY shall be paid to the COUNTY within thirty (30) days of receipt. All payments made to the COUNTY shall be by check made payable to the Palm Beach County Board of County Commissioners and shall be clearly marked to identify the RESTORATION. Payments shall be submitted to the Palm Beach County Department of Environmental Resources Management at the address provided in paragraph 9.
- E. The CITY shall not issue a building permit for any new building construction or the installation of new artificial lighting within the Sea Turtle Protection Zone unless a Sea Turtle Lighting Plan has been approved by the COUNTY pursuant to Article 14, Chapter A of Palm Beach County's Unified Land Development Code (ULDC).
- F. Notwithstanding any other provision herein, the CITY's obligation to perform under this Agreement is contingent upon availability of the funding and an appropriation for its purpose by the City Council in its annual fiscal year budget during the term of this Agreement.

8. Party Representatives.

- A. The COUNTY's representative/contract monitor during the term of this Agreement shall be the Director of the Department of Environmental Resources Management whose telephone number is (561) 233-2400.

B. The CITY'S representative/contract monitor during the term of this Agreement shall be the CITY Manager, whose telephone number is (561) 845-4000.

9. Notices. All formal notices between the parties shall be deemed received if sent by certified mail, return receipt requested, to the party's Representative identified above in Section 8, at the below cited address. A copy of all such notice shall also be sent to the following counsel by U.S. Mail. Should any party change its address, written notice of such new address shall promptly be sent to the other party.

Palm Beach County Department of Environmental Resources Management 2300 North Jog Road, 4 th Floor West Palm Beach, FL 33411-2743	City Manager City of Riviera Beach 600 W. Blue Heron Blvd. Riviera Beach, FL 33404	Palm Beach County Attorney's Office 301 North Olive Avenue 6 th floor West Palm Beach, FL 33401
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10. Default and Termination.

A. If a party fails to fulfill its obligations under this Agreement in a timely and proper manner, the party not in default shall have the right to terminate this Agreement by giving written notice of any deficiency and its intent to terminate. The party in default shall then have thirty (30) days from receipt of notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time and unless otherwise agreed by the parties, this Agreement shall terminate at the expiration of the thirty (30) day time period. In the event of termination due to a default by the CITY, the CITY shall promptly pay the COUNTY all costs incurred and due under the terms of this Agreement as of the date of termination.

B. Either party may terminate this Agreement at any time for convenience upon ninety (90) calendar days prior written notice to the other party and upon payment of all costs incurred and due under the terms of this Agreement as of the date of termination.

11. Delegation. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

12. Filed. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

13. Amendments. This Agreement may only be amended by written Agreement executed by the parties hereto with the same formality used to execute this Agreement.

14. Indemnification. Each party shall be liable for its own actions and negligence, and to the extent permitted under Section 768.28, Florida Statutes, the COUNTY shall indemnify, defend and hold harmless the CITY against any actions, claims, or damages arising out of the COUNTY's negligence in connection with this Agreement, and the CITY shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out the CITY's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

15. Insurance. The parties shall maintain a fully funded insurance or self-insurance program pursuant to Section 768.28, Florida Statutes. The COUNTY agrees to require any contractor performing work on the RESTORATION to maintain adequate insurance coverage, naming both the CITY and COUNTY as additional insured.

16. Equal Opportunity. The COUNTY and the CITY agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression be excluded from the benefits of, or be subjected to any form of discrimination under, any activity carried out by the performance of this Agreement.
17. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.
18. Waiver of Breach. It is hereby agreed to by the parties that no waiver of breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant or provision.
19. Disputes. Disputes under this Agreement may be resolved by the parties' Representatives named in Paragraph 8. If the Representatives are unable to reach a resolution, the parties may select a mediator mutually acceptable to both parties to conduct a mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party.
20. Independent Contractor. The COUNTY recognizes that it is an independent contractor and not an agent or servant of the CITY. No person employed by any party to this Agreement shall, in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law, except through and against the entity by whom they are employed.
21. Enforcement Costs. Except as otherwise provided herein, any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties. This provision pertains only to the parties to the Agreement.
22. Remedies. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the 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 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.
23. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.
24. Construction. No party shall be considered the author of this Agreement since the parties hereto have participated in drafting this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.
25. Inspector General. 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 contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of any party contracting with the County, its officers, agents, employees, and lobbyists in order to ensure compliance with contract

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.

- 26. Entirety of Agreement. The CITY and COUNTY agree that this Agreement, together with any attached exhibits, 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 or obligations in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

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

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Thomas Masters
Thomas Masters, Mayor

By: Shelley Vana
Shelley Vana, Chair

ATTEST:

ATTEST:
Sharon R. Bock, Clerk & Comptroller

By: Carrie E. Ward
City Clerk CARRIE E. WARD, MMC

By: Sharon R. Bock
Deputy Clerk



DATE: Sept. 21, 2012

DATE: _____

(Seal)

(Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Panel H. Ry
City Attorney

By: Assistant County Attorney
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

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

RESOLUTION NO. 114-12

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 FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF RIVIERA BEACH, FLORIDA AND ALCALDE & FAY, LTD., TO PROVIDE LOBBYIST REPRESENTATION AT THE FEDERAL LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH IN THE AMOUNT OF \$5,000 PER MONTH FOR ONE (1) YEAR COMMENCING OCTOBER 1, 2012 TO SEPTEMBER 30, 2013; THE SAME TO BE PAID FROM THE PROFESSIONAL SERVICES-OTHER ACCOUNT NO. 001-0203-519-0-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alcalde & Fay, Ltd., has duly qualified experts in the field of federal appropriations, authorizations, and grant programs for public works, water resources, public safety, energy, economic development and parks and recreation; and

WHEREAS, the City Council desires to retain the services of Alcalde & Fay, Ltd., to provide lobbyist representation at the federal level on behalf of the City of Riviera Beach; and

WHEREAS, the terms of the Agreement commences on October 1, 2012 and expires on September 30, 2013.

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

SECTION 1. That the City Council hereby authorizes the Mayor and City Clerk to execute the Agreement for Professional Services with Alcalde & Fay, Ltd., to provide lobbyist representation at the federal level on behalf of the City of Riviera Beach.

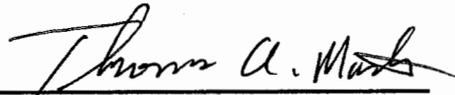
SECTION 2. That compensation shall be \$5,000 per month for one (1) year commencing October 1, 2012 to September 30, 2013; the City shall reimburse Alcalde & Fay, Ltd., for reasonable expenses incurred at cost in connection with the work performed. The amount shall be paid from the Professional Services-Other Account No. 001-0203-519-0-3106.

SECTION 3. A copy of the Agreement is attached hereto and made a part of this Resolution.

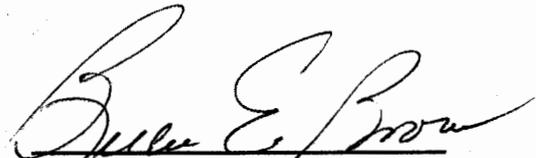
SECTION 4. This Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED this 19 day of September 2012.

APPROVED:



THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



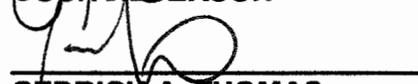
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: J. DAVIS

B. BROOKS AYE

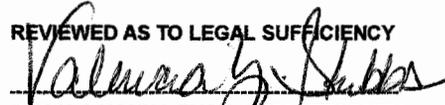
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/19/12

ALCALDE & FAY

GOVERNMENT & PUBLIC AFFAIRS CONSULTANTS

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF RIVIERA BEACH, FLORIDA AND
ALCALDE AND FAY, LTD.**

The following is an agreement between the City of Riviera Beach, Florida, hereinafter referred to as "CITY" and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has duly qualified experts in the field of federal appropriations, authorizations, and grant programs for public works, water resources, public safety, energy, economic development, parks and recreation; and

WHEREAS, in the judgment of the Riviera Beach City Council, it is necessary and desirable to employ the services of the CONTRACTOR to assist the CITY with federal appropriations, authorizations, and grant programs for public works, water resources, public safety, energy, economic development, parks and recreation.

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

PART I - SPECIFIC PROVISIONS

- A. **SERVICES TO BE PROVIDED:** CONTRACTOR will consult and advise as requested on federal appropriations, authorizations and grant programs for public works, water resources, public safety, energy, economic development, and parks and recreation projects, including but not limited to:
1. Developing strategies to obtain and maximize federal funding for CITY public works, water resources, public safety, energy, economic development, and parks and recreation priorities.
 2. Coordinating funding, legislation and policy related activities for the CITY with the United States Congress and Federal agencies;
 3. Securing authorizations and funding from the United States Congress and Federal agencies to implement the CITY'S projects;
 4. Maintaining frequent contact with key United States Senators and Representatives, including the CITY'S congressional delegation.
 5. Advocating CITY interests during the federal legislative and regulatory process.
 6. Arranging visits by CITY officials with the CITY'S Congressional Delegation and Federal agencies.
 7. Maintaining frequent contact with designated CITY officials about federal funding opportunities and CONTRACTOR activities, and attending CITY meetings upon the CITY'S written request.
- B. **PAYMENT:** CONTRACTOR'S compensation for the services provided hereunder shall be \$5,000.00 per month. CONTRACTOR shall submit the monthly \$5,000.00 fee invoice at the first of each month, beginning on October 1, 2012. The CITY shall reimburse the contractor for reasonable expenses incurred in connection with the CONTRACTOR'S work at actual cost. Expenses that are to be reimbursed include, but are not limited to; photocopying, postage, telephone, delivery, and telecopy charges. Expenses will be reimbursed to CONTRACTOR on a

monthly basis and will not exceed \$100 per month. All travel expenses will be incurred only following written approval by the City Manager.

- C. **KEY PERSONNEL:** CONTRACTOR has represented to CITY that CITY will have Maurice Kurland, L.A. "Skip" Bafalis, and Jim Davenport, principals of CONTRACTOR's services, in the performance of CONTRACTOR's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II - GENERAL PROVISIONS

- A. **ASSIGNMENT AND DELEGATION:** Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- B. **STATUS OF CONTRACTOR:** The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides its employees.
- C. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:** All notices, bill, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: RUTH C. JONES
CITY OF RIVIERA BEACH, FLORIDA
600 WEST BLUE HERON BLVD.
RIVIERA BEACH, FLORIDA 33404
(561) 845-4095

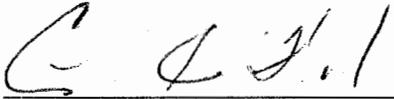
CONTRACTOR: L. A. "SKIP" BAFALIS
ALCALDE & FAY, LTD.
2111 WILSON BLVD., 8TH FLOOR
ARLINGTON, VA 22201
(703) 841-0626

- D. **NON-DISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. **TERM OF AGREEMENT:** This Agreement shall become effective on October 1, 2012 and shall terminate on September 30, 2013 or upon 30 day's written notice by either party with or without cause.
- F. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.

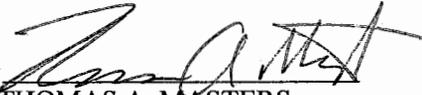
- G. **MEDIATION:** All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by the CITY. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The CITY shall retain the mediator and schedule mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.
- H. **ATTORNEY'S FEES; COSTS; VENUE:** In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney's fees, paralegal fees, and court costs at both trial and appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of the Circuit Court of Palm Beach County, Florida.
- I. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the CONTRACTOR and CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 19 day of September, 2012.

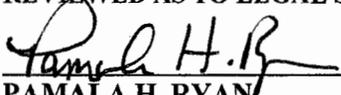
ATTEST:


 CARRIE E. WARD
 MASTER MUNICIPAL CLERK
 CITY CLERK

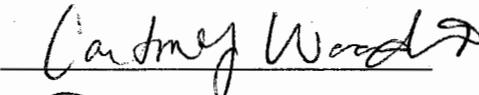
CITY OF RIVIERA BEACH

By: 
 THOMAS A. MASTERS
 MAYOR

REVIEWED AS TO LEGAL SUFFICIENCY:


 PAMALA H. RYAN
 CITY ATTORNEY
 Date: 9/10/12

WITNESSES:




ALCALDE AND FAY, LTD.

By: 
 L.A. "SKIP" BAFALIS
 PARTNER

RESOLUTION NO. 115-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 354-12 TO FOSTER MARINE CONTRACTORS INC., OF WEST PALM BEACH, FLORIDA FOR THE RECONSTRUCTION OF WEST 36TH STREET BETWEEN AVENUE O AND AVENUE R IN AN AMOUNT NOT TO EXCEED \$599,387.25; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONSTRUCTION SERVICES CONTRACT; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City solicited contractors for the reconstruction of West 36th Street between Avenue O and Avenue R through the issuance of bid number 354-12; and

WHEREAS, Foster Marine Contractors, Inc. of West Palm Beach, Florida was the lowest responsive and responsible bidder.

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

SECTION 1. The City Council hereby accepts the bid proposal and awards a Construction Services Contract to the lowest responsive and responsible bidder in an amount not to exceed \$599,387.25 for the reconstruction of West 36th Street between Avenue O and Avenue R.

SECTION 2. The Interim Finance Director is authorized to make payment for same from various departmental accounts.

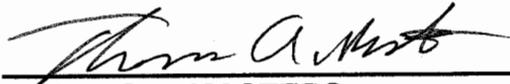
SECTION 3. The City Manager is authorized to approve Change Orders up to ten percent (10%).

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

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

PASSED and APPROVED this 19 **day of** September **, 2012.**

APPROVED:

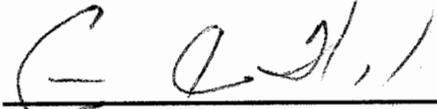


THOMAS A. MASTERS
MAYOR

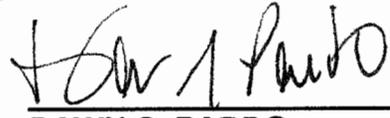


BILLIE E. BROOKS
CHAIRPERSON

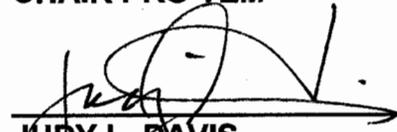
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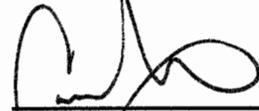
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



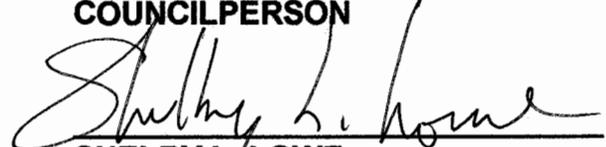
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: D. PARDO

J. DAVIS AYE

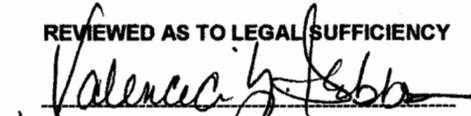
B. BROOKS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/18/12

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 19 day of Sept., 2012 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as the CITY, and Foster Marine Contractors, Inc. [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 59-1054370.

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

ARTICLE 1 - SERVICES

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

The CITY'S representative/liaison during the performance of this Contract shall be Ricardo Wiswell, Engineering Technician, telephone No. 561-845-4191.

ARTICLE 2 - SCHEDULE

- A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within one hundred twenty (120) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to two hundred dollars (\$200) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein. It is agreed that these liquidated damages are a good faith and reasonable pre-estimate of CITY'S actual damages due to delay by CONTRACTOR because it is difficult, if not impossible, to accurately estimate the actual damages suffered by CITY due to any such delay.
- C. Reports - Reports and other items shall be delivered or completed in accordance with Section 1155 under Division One, General requirements, including but not limited to: Work Schedule, Contract Award Report, Shop drawings, List of Sub-contractors, suppliers and equipment, Performance and Payment Bonds,

Evidence of insurance coverage, Progress meeting reports, partial releases of lien, Application for payment, etc.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

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

- E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this Final Invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter. Further, the CONTRACTOR shall include in the Final Invoice a Warranty of Title indicating that that all work, materials, and equipment covered by this Contract passes to the City at the time of payment of the Final Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by Contract and also provide Final Releases of Lien and/or Final Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Contract. CITY has no obligation to pay the Final Invoice until both a Warranty of Title and Final Releases of Lien and/or Final Release of Payment Bond are provided to CITY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

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

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

If subcontractor(s) are used, the CONTRACTOR shall use only licensed and insured subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment and performance bond. All subcontractors

shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

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

ARTICLE 8 – SBE PARTICIPATION

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

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - AVAILABILITY OF FUNDS

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

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the CITY, the CONTRACTOR shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective

effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

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

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

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

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

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

ARTICLE 12 - INDEMNIFICATION

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

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

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 - 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 15-REMEDIES

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

ARTICLE 16 - CONFLICT OF INTEREST

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

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

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

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

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

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

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

The CONTRACTOR'S sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary

amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 - 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 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

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

ARTICLE 28 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 29 - NOTICE

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

Ricardo Wiswell, Engineering Technician
Engineering Division, City of Riviera Beach
2391 Avenue L
Riviera Beach, Florida 33404

and if sent to the CONTRACTOR shall be mailed to:

Felipe A. Lofaso, Vice president
1550 Southern Blvd. Suite 100
West Palm Beach, Florida 33406

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 31 - SPECIAL CONDITIONS

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

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

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

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

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

ARTICLE 32 – INSPECTION OF WORK

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

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

ARTICLE 33– WARRANTY/GUARANTY

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

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

ARTICLE 34 – PROTECTION OF WORK AND PROPERTY

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

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

ARTICLE 35 – TIME

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

ARTICLE 36 - TERMINOLOGY AND CAPTIONS

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

ARTICLE 37 - WAIVER

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

ARTICLE 38 - PREPARATION

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

itself or through its agent has prepared the same. CITY and CONTRACTOR agree that this Contract is the product and result of a joint effort.

ARTICLE 39 - MATERIALITY

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

ARTICLE 40 - REPRESENTATIONS/BINDING AUTHORITY

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

ARTICLE 41 - EXHIBITS

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

ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

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

ARTICLE 43 - LEGAL EFFECT

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

ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 45 – SURVIVABILITY

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

ARTICLE 46 - DEFAULT

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

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

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

ARTICLE 47 - WAIVER OF SUBROGATION

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

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

ARTICLE 48 - RIGHT TO REVIEW

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

ARTICLE 49 – SUBRECIPIENT REQUIREMENTS

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

ARTICLE 50 – WAIVER OF TRIAL BY JURY

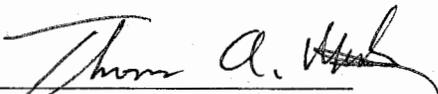
IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND CONTRACTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. CITY AND CONTRACTOR HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

SIGNATURES ON FOLLOWING PAGE

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

CITY OF RIVIERA BEACH

CONTRACTOR

BY: 
THOMAS A. MASTERS,
MAYOR

BY: 
FELIPE A. LOFASO
VICE-PRESIDENT

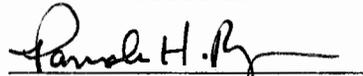
ATTEST:

BY: 
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
BRYNT JOHNSON, DIRECTOR
PUBLIC WORKS DEPARTMENT

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

Date: 8/27/12

EXHIBIT "A"

SCOPE OF WORK

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

EXHIBIT "B"

SCHEDULE OF PAYMENTS

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