

RESOLUTION NO. 116-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, CHANGING REGULAR CITY COUNCIL MEETINGS FROM TWICE A MONTH TO ONCE PER MONTH; CHANGING THE START TIME OF CITY COUNCIL MEETINGS FROM 6:30 P.M. TO 5:30 P.M.; AND ADDING AN END CERTAIN TIME OF 10:00 P.M., WITH THE PUBLIC COMMENT PORTION TO BEGIN AT APPROXIMATELY 7:00 P.M.; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council currently meets twice a month, the 1<sup>st</sup> and 3<sup>rd</sup> Wednesdays of the month at 6:30 p.m.; and

**WHEREAS**, the City Council, acting as the Community Redevelopment Agency Board, also meets on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesdays of every month; and

**WHEREAS**, in an effort to better serve the constituents of the City, the City Council finds that more time is needed by staff and the City Council to work on projects in the City; and

**WHEREAS**, the City Council, after discussing this issue at length at the September 19, 2012 City Council meeting, finds that it is in the City's best interest to change its regular meetings from twice a month to once per month.

**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 regular City Council meeting of the City Council shall be held on the 1<sup>st</sup> Wednesday of every month.

**SECTION 2.** That the 3<sup>rd</sup> Wednesday of every month shall be reserved for regular council meetings as needed, Utility Special District meetings, workshops and special meetings.

**SECTION 3.** That regular City Council meetings shall begin at 5:30 p.m. and end by 10:00 p.m., with the public comment portion to begin at approximately 7:00 p.m. unless the City's business ends sooner.

**SECTION 4.** That the City Council may change any of the times noted above as necessary.

**SECTION 5.** That this resolution shall take effect immediately upon its passage and approval by the City Council.

RESOLUTION NO.: 116-12

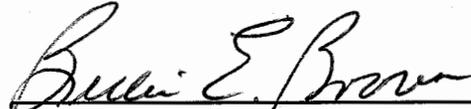
PAGE -2-

PASSED and APPROVED this 3RD day of October, 2012.

APPROVED:



THOMAS A. MASTERS  
MAYOR



BILLIE E. BROOKS  
CHAIRPERSON

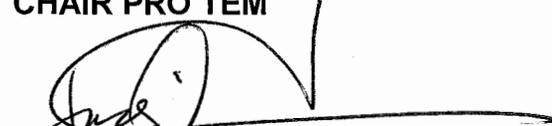
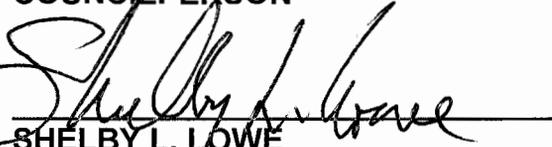
ATTEST:



CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

ABSENT

DAWN S. PARDO  
CHAIR PRO TEM

  
JUDY L. DAVIS  
COUNCILPERSON  
CEDRICK A. THOMAS  
COUNCILPERSON  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

B. BROOKS AYE

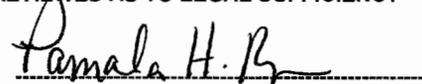
D. PARDO ABSENT

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/3/12

RESOLUTION NO. 117-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO THREE (3) TWO-YEAR LEASE AGREEMENTS FOR COMMERCIAL RENTABLE SPACE LOCATED AT 2051 MLK BLVD. WITH GSH HOLLY, LLC, PREVIOUSLY HEATHER CROFT, LLC TO PROVIDE FIFTEEN THOUSAND THREE HUNDRED SIXTY-SEVEN SQUARE FEET (15,367 SQ. FT.) FOR POLICE DETECTIVE, CODE ENFORCEMENT AND CIVIL DRUG COURT DAILY OPERATIONS AT AN ANNUAL COST OF \$222,822, NINETEEN HUNDRED AND FORTY-ONE SQUARE FEET (1,941 SQ. FT.) FOR THE JUSTICE SERVICE CENTER PROGRAM DAILY OPERATIONS AT AN ANNUAL COST OF \$28,143, AND TWO THOUSAND SIX HUNDRED FIFTY-EIGHT SQUARE FEET (2,658 SQ. FT.) FOR HUMAN RESOURCES OPERATIONS AT AN ANNUAL COST OF \$38,541 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID LEASES; AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE APPROPRIATE OPERATING ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on April 20th of 2011, City Council approved resolution 82-11 authorizing a two (2) year lease renewal agreement with Heather Croft, LLC to provide required rental accommodations for Code Enforcement, Police Detectives, the Civil Drug Court and the Justice Services operations and on August 3<sup>rd</sup> of 2010 approved resolution 50-10 authorizing a two year lease renewal to provide office space for the City's Human Resources operations; and

**WHEREAS**, The lease renewal for the 15,367 square feet rented for Police, Code Enforcement and Civil Drug Court operations and the 1,941 square feet of commercial space needed to accommodate the Justice Services Center will expire in six (6) months; and

**WHEREAS**, The lease renewal for the 2,658 square feet of commercial rentable space for Human Resources operations expired August 2012 and space is currently being leased on a month to month basis; and

**WHEREAS**, staff has successfully completed negotiations for the renewal of all three leases to include new two year terms and the option to terminate each lease after February 1, 2014 with prior written notice to the Landlord at a cost of \$14.50 per square feet to include all utilities, repair/maintenance and janitorial services; and

**WHEREAS**, the newly negotiated terms will reduce the annual lease cost for space rented to accommodate Human Resources operations by more than 40% and save \$26,340 in annual lease costs for a total savings of \$52,680 over the two (2) year lease renewal term.

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

**SECTION 1.** The Mayor and City Clerk are authorized to execute the 3<sup>rd</sup> amendment to the Port Center Lease Agreement for a two (2) year renewal term with GSH Holly LLC, formerly Heather Croft LLC, for 15,367 sq. ft. of rentable commercial office space at the Port Center (2051 MLK BLVD.) at a cost of \$14.50 per square ft. for an annual cost of \$222,822 for Code Enforcement, Police Detectives and Civil Drug Court operations.

**SECTION 2.** The Mayor and City Clerk are also authorized to execute the 3<sup>rd</sup> amendment to the Port Center Lease Agreement for a two (2) year renewal term with GSH Holly LLC, formerly Heather Croft LLC, for 1,941 sq. ft. of rentable commercial office space at the Port Center (2051 MLK BLVD.) at a cost of \$14.50 per square ft. for an annual cost of \$28,144.50 for the Justice Services Center operations.

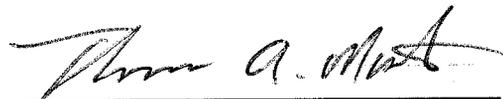
**SECTION 3.** The Mayor and City Clerk are further authorized to execute the 2<sup>nd</sup> amendment to the Port Center lease for the 2,658 square feet of office space needed to accommodate Human Resources operations at a 40 % savings over the 1<sup>st</sup> lease renewal for a yearly savings of \$26,340 and a reduced annual lease cost of \$38,541.

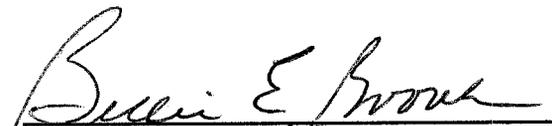
**SECTION 4.** The Finance Director is authorized to make monthly payments in the amount of \$18,568.46 for the 15,367 sq. ft. utilized by Code Enforcement, Police Operations and the Civil Drug Court; \$2,345.38 for 1,941 sq. ft. used for the Justice Services Center operations; and \$3,212 for the 2,658 sq. ft. of office space needed for Human Resources operations from the appropriate operating accounts.

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

**PASSED AND APPROVED this 3RD day of OCTOBER 2012.**

APPROVED:

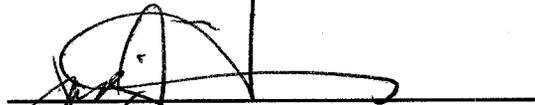
  
\_\_\_\_\_  
**THOMAS A. MASTERS**  
MAYOR

  
\_\_\_\_\_  
**BILLIE E. BROOKS**  
CHAIRPERSON

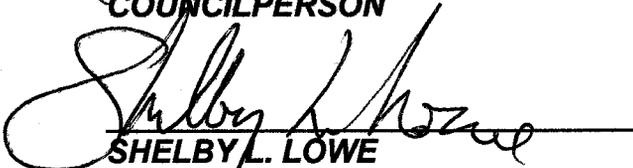
ATTEST:

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

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

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

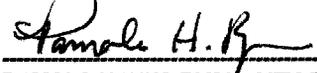
  
\_\_\_\_\_  
**CEDRICK A. THOMAS**  
COUNCILPERSON

  
\_\_\_\_\_  
**SHELBY L. LOWE**  
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

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

REVIEWED AS TO LEGAL SUFFICIENCY  
  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/3/12

**THIRD AMENDMENT TO LEASE**

This **THIRD AMENDMENT TO LEASE**, made the 3rd day of October, 2012 and between **GSH Holly, LLC**, previously known as **Heather Croft, LLC and Mount Holly, LLC**, (hereinafter called "Landlord") and **City of Riviera Beach, Florida, a municipal government**, existing under the laws of the State of Florida (hereinafter called "Tenant").

**WHEREAS**, by Lease dated March 1, 2005, First Amended on June 11, 2008, and Second Amended on April 20, 2011, between the parties hereto, (the "Lease") Landlord, Heather Croft, LLC, and Mount Holly, LLC, leased to Tenant and Tenant leased from Landlord, for a term and upon the terms and conditions therein set forth, a certain portion of a building located at 2051 Martin Luther King Boulevard, a portion of the first floor, Riviera Beach, Florida. Here and after defined as ("the Premises");

**WHEREAS**, Landlord and Tenant have agreed to amend the Lease, First Amendment, and Second Amendment as follows:

**WHEREAS**, Landlord and Tenant have agreed to extend Tenant's Lease for a period of one (1) year and two (2) months.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each party to the other, the receipt and sufficiency whereof are hereby acknowledged by both parties, Landlord and Tenant do hereby covenant and agree as follows:

1. The Referenced Data Sheet shall be removed and is hereby replaced in its entirety with a new Referenced Data Sheet herein referred to as Exhibit "A" and attached to this Third Amendment.
2. Deletion and Replacement of Paragraph 2a and 2b. Term and Rent.  
All provisions of Paragraph 2a and 2b shall be deleted in their entirety and replaced with new language as follows:

2. Terms and Rent

- A. The term of the lease shall be extended from May 1, 2013 and terminate at 12:00 midnight on July 31, 2014, unless sooner terminated as herein provided. Tenant shall have the right to cancel this lease after February 1, 2014 with ninety (90) days prior written notice to Landlord.
- B. The beginning rent for the term of the lease will be \$14.50 per square foot and without any increases.

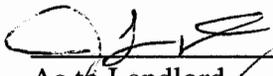
3. Tenant accepts the space "as-is" for this extended term.
4. The Referenced Data Sheet and the Lease are modified to provide that they Landlord's name is changed from Heather Croft, LLC and Mount Holly, LLC to GSH Holly, LLC.

Except as expressly modified in this Third Amendment, the Lease Agreement, First Amendment and Second Amendment and all rights and covenants set forth therein shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this **THIRD AMENDMENT TO LEASE** to be executed the day and year first above written.

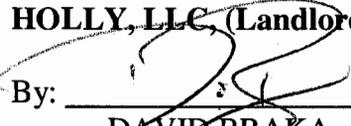
WITNESS:

**HEATHERCROFT, LLC and MOUNT HOLLY, LLC, (Landlord)**

  
 \_\_\_\_\_  
 As to Landlord

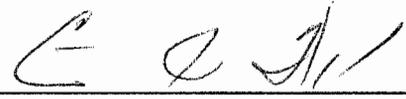
\_\_\_\_\_

As to Landlord

By:   
 \_\_\_\_\_  
 DAVID BRAKA  
 Vice President

WITNESS:

**CITY OF RIVIERA BEACH ("Tenant")**

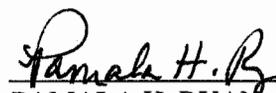
  
 \_\_\_\_\_  
 As to Tenant  
 Carrie E. Ward  
 Master Municipal Clerk  
 City Clerk

By:   
 \_\_\_\_\_  
 MAYOR, THOMAS A. MASTERS

APPROVED AS TO TERMS AND CONDITIONS

BY: \_\_\_\_\_  
 BENJAMIN GUY  
 PURCHASING DIRECTOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY:   
 \_\_\_\_\_  
 PAMALA H. RYAN 10/3/12  
 CITY ATTORNEY

**EXHIBIT "A"**

**REFERENCED DATA**

Any reference in this Lease to the following subjects shall incorporate therein the data stated for the subject(s) in this Section:

**DATE OF LEASE:** March 1, 2005  
**DATE OF FIRST AMENDMENT:** June 11, 2008  
**DATE OF SECOND AMENDMENT:** April 20, 2011  
**THIRD AMENDMENT EFF. DATE:** August 1, 2012

**LANDLORD:** Heather Croft, LLC & Mount Holly, LLC

**LANDLORD'S ADDRESS:** 450 Seventh Avenue. 45<sup>th</sup> Floor  
New York, New York 10123

**TENANT:** City of Riviera Beach, Florida

**TENANT'S ADDRESS:** 600 West Blue Heron Boulevard  
Riviera Beach, FL 33404

**DEMISED PREMISES:** Approximately  
Fifteen thousand, three hundred sixty-seven square ft. (15,367 sq. ft) rentable square feet on the 1st floor of the Building. More particularly described as BIG H & SONS SALES & STORAGE FACILITY ALL OF PLAT (LESS ELY 80 FT & TRGLR COR CONGRESS AVE R/W). For all purposes hereof the Building shall be deemed to contain Sixty-One Thousand Four Hundred Sixty-Eight square ft. (61,468 sq. ft) rentable square feet.

**LEASE TERM:** Additional One (1) year and two (2) months from June 1, 2013.

**CANCELLATION OPTION:** Tenant shall have the right to cancel this lease any time after February 1, 2014, with ninety (90) days written notice to Landlord and without penalty.

**ANNUAL RENT:**

The rent for the entire renewal term will be \$14.50 per square foot. The new rental rate shall not increase during the extended term of this Lease.

**PREPAYMENT OPTION:**

Tenant shall have the right to prepay their rent on an annual basis at the beginning of the annual rental term. If Tenant elects to prepay its rent, Landlord will discount the rent by two and one half percent (2 ½ %) as an incentive. Otherwise, Tenant shall pay monthly in accordance to this agreement.

**EXPIRATION DATE OF LEASE TERM:**

July 31, 2014

**TENANT'S INITIAL SHARE OF TAXES AND OPERATING EXPENSES:** N/A

**TENANT'S PROPORTIONATE SHARE:** N/A

**BASE INDEX:** N/A

**PERMITTED USES:** Those office uses permitted by Code.

**PREPAID RENT:** None.

**SECURITY DEPOSIT:** None.

**THIRD AMENDMENT TO LEASE**

This **THIRD AMENDMENT TO LEASE**, made the 32<sup>d</sup> day of October, 2012 and between **GSH Holly, LLC, formerly known as Heather Croft, LLC and Mount Holly, LLC**, (hereinafter called "Landlord") and **City of Riviera Beach, Florida, a municipal government**, existing under the laws of the State of Florida (hereinafter called "Tenant").

**WHEREAS**, by Lease dated June, 18, 2008 and First Amended in March of 2009, and Second Amended on April 20, 2011 to change Paragraph 2C of the Lease, between the parties hereto; (the "Lease") Landlord leased to Tenant and Tenant leased from Landlord, for a term and upon the terms and conditions therein set forth, a certain portion of a building located at 2051 Martin Luther King Boulevard, a portion of the third floor (1,941 r.s.f.), Riviera Beach, Florida. Here and after defined as ("the Premises");

**WHEREAS**, Landlord and Tenant have agreed to amend the Lease, First Amendment, and Second Amendment as follows:

**WHEREAS**, Landlord and Tenant have agreed to extend Tenant's Lease for a period of one (1) year and two (2) months.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each party to the other, the receipt and sufficiency whereof are hereby acknowledged by both parties, Landlord and Tenant do hereby covenant and agree as follows:

1. The Referenced Data Sheet shall be removed and is hereby replaced in its entirety with a new Referenced Data Sheet herein referred to as Exhibit "A" and attached to this Third Amendment.
2. Deletion and Replacement of Paragraph 2a and 2b. Term and Rent.  
All provisions of Paragraphs 2a and 2b shall be deleted in their entirety and replaced with new language as follows:

2. Terms and Rent

A. The term of the lease shall be extended from June 1, 2013, and terminate at 12:00 midnight on July 31, 2014, unless sooner terminated as herein provided. Tenant shall have the right to cancel this lease after February 1, 2014 with ninety (90) days prior written notice to Landlord.

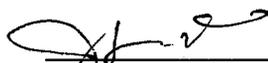
B. The beginning rent for the term of the lease will be \$14.50 per square foot and without any increases.

3. Tenant accepts the space "as-is" for this extended term.
4. The Referenced Data Sheet and the Lease are modified to provide that the Landlord's name is changed from Heather Croft, LLC and Mount Holly, LLC to GSH Holly, LLC.

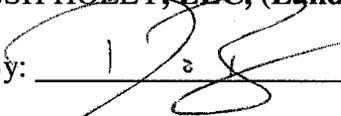
Except as expressly modified in this Third Amendment, the Lease Agreement, First Amendment, and Second Amendment and all rights and covenants set forth therein shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this **THIRD AMENDMENT TO LEASE** to be executed the day and year first above written.

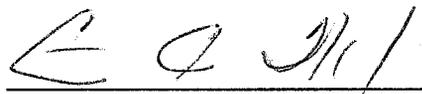
WITNESS:

  
 \_\_\_\_\_  
 As to Landlord

**GSH HOLLY, LLC, (Landlord)**

By:   
 \_\_\_\_\_  
 Name: David Braun  
 Its: VP

WITNESS:

  
 \_\_\_\_\_  
 As to Tenant  
 Carrie E. Ward  
 Master Municipal Clerk  
 City Clerk

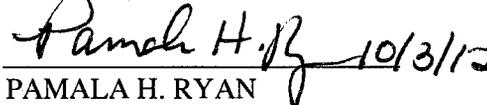
**CITY OF RIVIERA BEACH**  
 ("Tenant")

By:   
 \_\_\_\_\_  
 MAYOR, THOMAS A. MASTERS

APPROVED AS TO TERMS AND  
 CONDITIONS

BY: \_\_\_\_\_  
 BENJAMIN GUY  
 PURCHASING DIRECTOR

APPROVED AS TO FORM AND  
 LEGAL SUFFICIENCY

BY:  10/3/12  
 \_\_\_\_\_  
 PAMALA H. RYAN  
 CITY ATTORNEY

**EXHIBIT "A"**

**REFERENCED DATA**

Any reference in this Lease to the following subjects shall incorporate therein the data stated for the subject(s) in this Section:

**DATE OF LEASE:** June 1, 2008  
**DATE OF FIRST AMENDMENT:** March, 2009  
**DATE OF SECOND AMENDMENT:** April 20, 2011  
**THIRD AMENDMENT EFF. DATE:** August 1, 2012

**LANDLORD:** GSH Holly, LLC

**LANDLORD'S ADDRESS:** 105 South Narcissus Avenue, Suite 510  
West Palm Beach, FL 33401

**TENANT:** City of Riviera Beach, Florida

**TENANT'S ADDRESS:** 600 West Blue Heron Boulevard  
Riviera Beach, FL 33404

**DEMISED PREMISES:** Suite 307, approximately One thousand nine hundred forty one square ft. (1,941 sq. ft) rentable square feet on the 3rd floor of the Building. More particularly described as BIG H & SONS SALES & STORAGE FACILITY ALL OF PLAT (LESS ELY 80 FT & TRGLR COR CONGRESS AVE R/W). For all purposes hereof the Building shall be deemed to contain Sixty-One Thousand Four Hundred Sixty-Eight square ft. (61,468 sq. ft) rentable square feet.

**LEASE TERM EXTENSION:** June 1, 2013

**EXPIRATION DATE OF LEASE TERM** July 31, 2014

**RENEWAL OPTION:** None.

**CANCELLATION OPTION:**

In the event that the Tenant's grant funding is reduced during the term of this Lease, Tenant shall have the option to cancel this Lease at that time with ninety (90) days prior written notice to Landlord as outlined in Paragraph 2C of the Lease Agreement. Tenant shall also have the right to cancel this lease, without penalty after February 1, 2014 with ninety (90) days prior written notice to Landlord.

**ANNUAL RENT:**

The rent for the entire extended term will be \$14.50 per square foot.

**TENANT'S INITIAL SHARE OF TAXES AND OPERATING EXPENSES:** N/A

**TENANT'S PROPORTIONATE SHARE:** N/A

**BASE INDEX:** N/A

**PERMITTED USES:** Those office uses permitted by Code.

**PREPAID RENT:** None

**SECURITY DEPOSIT:** None

**SECOND AMENDMENT TO LEASE**

This **SECOND AMENDMENT TO LEASE**, made the 3<sup>rd</sup> day of October 2012 and between **GSH Holly, LLC**, previously known as **Heather Croft, LLC and Mount Holly, LLC**, (hereinafter called "Landlord") and **City of Riviera Beach, Florida, a municipal government**, existing under the laws of the State of Florida (hereinafter called "Tenant").

**WHEREAS**, by Lease dated August 1, 2007 and First Amended on August 4, 2010, between the parties hereto, (the "Lease") Landlord Heather Croft, LLC and Mount Holly, LLC, leased to Tenant and Tenant leased from Landlord, for a term and upon the terms and conditions therein set forth, a certain portion of a building located at 2051 Martin Luther King Boulevard, a portion of the third floor, Riviera Beach, Florida. Here and after defined as ("the Premises");

**WHEREAS**, Landlord and Tenant have agreed to amend the Lease and First Amendment as follows:

**WHEREAS**, Landlord and Tenant have agreed to extend Tenant's Lease for a period of two (2) years.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each party to the other, the receipt and sufficiency whereof are hereby acknowledged by both parties, Landlord and Tenant do hereby covenant and agree as follows:

1. The Referenced Data Sheet shall be removed and is hereby replaced in its entirety with a new Referenced Data Sheet herein referred to as Exhibit "A" and attached to this Second Amendment.
2. Deletion and Replacement Paragraph 2a and 2b. Term and Rent.  
All provisions of Paragraphs 2a and 2b shall be deleted in their entirety and replaced with new language as follows:
  2. Terms and Rent
    - A. The term of the lease shall commence on August 1, 2012 and terminate at 12:00 midnight on July 31, 2014, unless sooner terminated as herein provided. Tenant shall have the right to cancel this lease after February 1, 2014 with ninety (90) days prior written notice to Landlord.
    - B. The beginning rent for the term of the lease beginning on October 1, 2012 will be \$14.50 per square foot and without any increases.
- 3.

4. Tenant accepts the space "as-is" for this extended term.
5. The Referenced Data Sheet and the Lease are modified to provide that the Landlord's name is changed from Heather Croft, LLC and Mount Holly, LLC to GSH Holly, LLC.

Except as expressly modified in this Second Amendment, the Lease Agreement and First Amendment and all rights and covenants set forth therein shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.

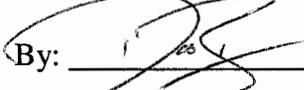
**IN WITNESS WHEREOF**, the parties hereto have caused this **SECOND AMENDMENT TO LEASE** to be executed the day and year first above written.

WITNESS:

  
 \_\_\_\_\_  
 As to Landlord

  
 \_\_\_\_\_  
 As to Landlord

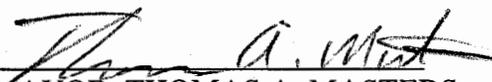
**GSH HOLLY, LLC, (Landlord)**

By:   
 \_\_\_\_\_  
 Name: David Brown  
 Its: U-P

WITNESS:

  
 \_\_\_\_\_  
 As to Tenant  
 Carrie E. Ward  
 Master Municipal Clerk  
 City Clerk

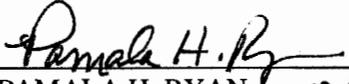
**CITY OF RIVIERA BEACH**  
 ("Tenant")

By:   
 \_\_\_\_\_  
 MAYOR, THOMAS A. MASTERS

APPROVED AS TO TERMS AND  
 CONDITIONS

BY: \_\_\_\_\_  
 BENJAMIN GUY  
 PURCHASING DIRECTOR

APPROVED AS TO FORM AND  
 LEGAL SUFFICIENCY

BY:   
 \_\_\_\_\_  
 PAMALA H. RYAN 10/3/12  
 CITY ATTORNEY

**EXHIBIT "A"**

**REFERENCED DATA**

Any reference in this Lease to the following subjects shall incorporate therein the data stated for the subject(s) in this Section:

**DATE OF LEASE:** August 1, 2007  
**DATE OF FIRST AMENDMENT:** August 4, 2010  
**SECOND AMENDMENT EFF. DATE:** August 1, 2012

**LANDLORD:** GSH HOLLY, LLC

**LANDLORD'S ADDRESS:** 105 South Narcissus Avenue, Suite 510  
West Palm Beach, FL 33401

**TENANT:** City of Riviera Beach, Florida

**TENANT'S ADDRESS:** 600 West Blue Heron Boulevard  
Riviera Beach, FL 33404

**DEMISED PREMISES:** Approximately  
Two thousand six hundred fifty-eight square ft. (2,658 sq. ft) rentable square feet on the 3rd floor of the Building. More particularly described as BIG H & SONS SALES & STORAGE FACILITY ALL OF PLAT (LESS ELY 80 FT & TRGLR COR CONGRESS AVE R/W). For all purposes hereof the Building shall be deemed to contain Sixty-One Thousand Four Hundred Sixty-Eight square ft. (61,468 sq. ft) rentable square feet.

**LEASE TERM:** Two (2) years.

**EXPIRATION DATE OF LEASE TERM:** July 31, 2014

**CANCELLATION:** Tenant shall have the right to cancel this lease, without penalty, after February 1, 2014, with ninety (90) days prior written notice to Landlord.

**RENEWAL OPTION** None.

**ANNUAL RENT:**

The rent for the entire renewal term will be \$14.50 per square foot. The new rental rate shall begin August 1, 2012.

**TENANT'S INITIAL SHARE OF TAXES AND OPERATING EXPENSES:** N/A

**TENANT'S PROPORTIONATE SHARE:** N/A

**BASE INDEX:** N/A

**PERMITTED USES:** Those office uses permitted by Code.

**PREPAID RENT:** None.

**RESOLUTION NO. 118-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING ARTHUR J. GALLAGHER & COMPANY OF MIAMI TO PLACE THE APPROPRIATE COVERAGES, AND AUTHORIZING THE DIRECTOR, FINANCE & ADMINISTRATIVE SERVICES TO MAKE PAYMENTS FROM THE INSURANCE LIABILITY FUND ACCOUNT NO. 602-0539-5130-4501 UP TO THE AMOUNT OF \$1,977,299.00 TO ARTHUR J. GALLAGHER & CO. OF MIAMI FOR RISK PACKAGE, AND COVERAGE FIXED COSTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City is in need of its Worker's Compensation/Liability and Property/Casualty Protected Self-Insurance Program to be renewed for one year (2012-2013); and

**WHEREAS**, a proposal from Arthur J. Gallagher & Co. of Miami provide the costs and services which best serve the City of Riviera Beach's interest at a total fixed cost not to exceed \$1,977,299.00.

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

**SECTION 1.** That Arthur J. Gallagher & Company of Miami provide a comprehensive protected Self-Insurance Program and places coverage as appropriate.

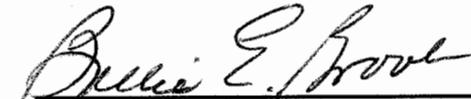
**SECTION 2.** That the Director, Finance & Administrative Services is authorized to make payments from Account Number 602-0539-513-0-4501 in the total amount not exceeding 1,977,299.00 to Arthur J. Gallagher & Company of Miami for risk package fixed costs.

**SECTION 3.** That this Resolution shall take effect October 1, 2012 upon its passage and approval by City Council.

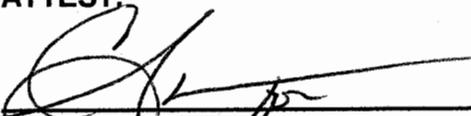
**PASSED AND APPROVED this 3RD day of OCTOBER, 2012.**

APPROVED:

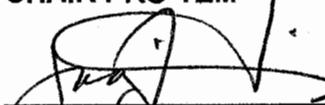
  
THOMAS A. MASTERS  
MAYOR

  
BILLIE E. BROOKS  
CHAIRPERSON

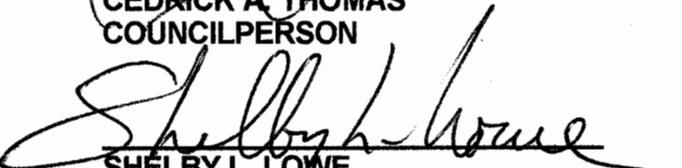
ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

ABSENT  
DAWN S. PARDO  
CHAIR PRO TEM

  
JUDY L. DAVIS  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

B. BROOKS AYE

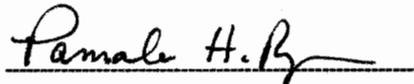
D. PARDO ABSENT

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/3/12

RESOLUTION NO. 119-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, TO ACCEPT FUNDS IN THE AMOUNT OF \$25,000.00 FROM THE DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES (DHSMV) UNDER MEMORANDUM OF AGREEMENT DRIVERS LICENSE AND/OR MOTOR VEHICLE RECORD DATA EXCHANGE CONTRACT NO. HSMV-0305-13; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE MEMORANDUM OF AGREEMENT; AND THE FINANCE DIRECTOR TO SET UP A BUDGET FOR THE SAME; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Riviera Beach Police Department submitted an application requesting funding for laptops and mounting hardware to enable the Agency to report more Commercial Motor Vehicle Crashes electronically to DHSMV; and

**WHEREAS**, the Florida Department of Highway Safety and Motor Vehicles (DHSMV) was awarded a Federal Motor Carrier Safety Administration Grant which allows for dissemination of laptops and mounting hardware to State Law Enforcement Agencies to be used for the purpose of electronically reporting Commercial Motor Vehicle (CMV) crashes;

**WHEREAS**, the City of Riviera Beach has been awarded funds in the amount of \$25,000.00 for this purchase.

**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 Memorandum of Acceptance.

RESOLUTION NO. 119-12  
PAGE 2

**SECTION 2:** The Finance Director is authorized to set up the budget for use of these funds.

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

PASSED AND ADOPTED this 7TH day of NOVEMBER, 2012.

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RESOLUTION NO. 119-12  
PAGE 3

APPROVED:

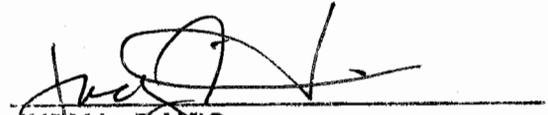
  
THOMAS A. MASTERS  
MAYOR

  
BILLIE E. BROOKS  
CHAIRPERSON

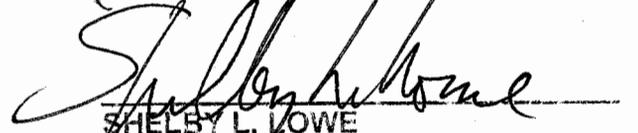
ATTEST:

  
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 AYE

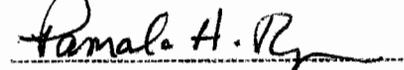
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/5/12

RESOLUTION NO. 120-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF A NEW FORD EXPLORER FROM DON REID FORD BY PIGGYBACKING ON THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NUMBER 11-19-0907 IN THE AMOUNT OF \$23,926.00; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBERS 001-1123-534-0-6451 AND 460-1127-541-0-6451 FOR THE VEHICLE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, there is one vehicle that needs to be replaced in the Public Works Department due to age and condition; and

**WHEREAS**, the department desires to replace the vehicle to eliminate the need for future repairs and to update its current fleet.

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

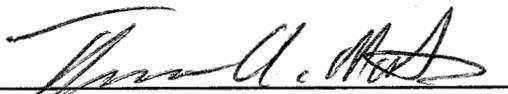
**SECTION 1.** That the City Council authorizes the purchase of the Ford Explorer from Don Reid Ford by piggybacking on Florida Sheriffs Association Contract number 11-19-0907.

**SECTION 2.** The Interim Finance Director is authorized to make payment for said vehicle from account numbers 001-1123-534-0-6451 and 460-1127-541-0-6451 in the amount of \$23,926.

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

PASSED and APPROVED this 7TH day of NOVEMBER, 2012.

APPROVED:

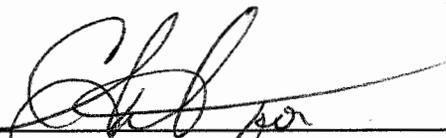


THOMAS A. MASTERS  
MAYOR



BILLIE E. BROOKS  
CHAIRPERSON

ATTEST:



CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK



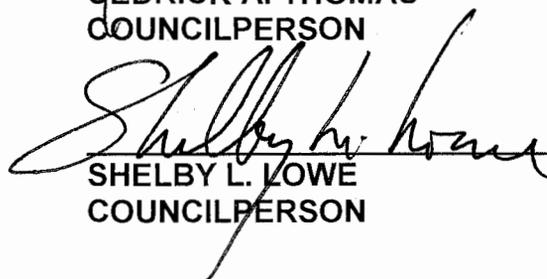
DAWN S. PARDO  
CHAIR PRO TEM



JUDY L. DAVIS  
COUNCILPERSON



CEDRICK A. THOMAS  
COUNCILPERSON



SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

J. DAVIS AYE

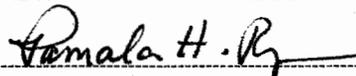
B. BROOKS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/5/12

RESOLUTION NO. 121-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO TRANSFER \$31,230 FROM THE GENERAL FUND CONTINGENCY ACCOUNT TO THE HUMAN RESOURCES LABOR CONTRACT SERVICES ACCOUNT TO COVER THE COSTS FOR LEGAL SERVICES RENDERED TO THE CITY; AUTHORIZING PAYMENT TO MCLEAN AND COMPANY LLC, GLEN TORCIVIA AND ASSOCIATES, PALM BEACH REPORTING SERVICES, ROBERT STEIN, NAA AND SUGARMAN & SUSSKIND; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, The Human Resources Department budgeted \$100,000 in the Labor Contract Services Account for Fiscal Year 2011-2012; and

**WHEREAS**, the legal services have been paid and the account has been depleted; and

**WHEREAS**, there are still existing outstanding legal bills totaling \$31,230 which must be paid; and

**WHEREAS**, request is to transfer funds from the General Fund Contingency Account to the Human Resources Labor Contract Services Account for these services.

**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 to McLean and Company LLC, Glen Torcivia and Associates, Palm Beach Reporting Services, Robert Stein, NAA and Sugarman & Susskind for legal services rendered to the City.

**SECTION 2.** That the City Council authorize the Director of Finance and Administrative Services to transfer funds from the General Fund Contingency Account Number 001-0203-519-0-5999 to the Human Resources Labor Contract Services Account Number 001-0512-519-0-3101 in the amount of \$31,230 and authorize payment for same.

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

**PASSED AND APPROVED** this 7TH day of NOVEMBER, 2012.

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

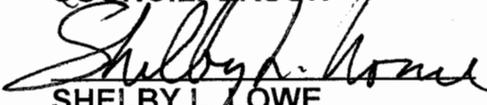
  
BILLIE E. BROOKS  
CHAIRPERSON

ATTEST:  
  
CARRIE E. WARD, MMC  
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

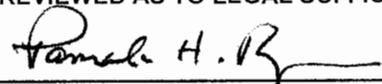
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
Pamala H. Ryan, City Attorney

Date: 11/5/12

RESOLUTION NO. 122-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT R2007-1816 BETWEEN THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF RIVIERA BEACH, WHICH EXPIRES ON OCTOBER 15, 2012, TO RETROACTIVELY RENEW THE AGREEMENT TO BE EFFECTIVE THROUGH OCTOBER 15, 2017; AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN SAID AGREEMENT; AND TO AUTHORIZE THE EXPENDITURE OF STATE LEGISLATED APPROVED \$12.50 FUNDS; AND PROVIDE AN EFFECTIVE DATE.

**WHEREAS**, Palm Beach County had established a Microwave Tower Site within the corporate City limits by Interlocal Agreement R2007-1816; and

**WHEREAS**, the City has become configured in the Palm Beach County Board of County Commissioners Microwave Communications System connected by County Tower Sites by contracting with the County; and

**WHEREAS**, Interlocal Agreement R2007-1816 expires on October 15, 2012, and retroactively renew to be effective through October 15, 2017, upon its execution.

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

**SECTION 1:** That the City Council approves the First Amendment to Interlocal Agreement R2007-1816.

RESOLUTION NO. 122-12  
PAGE 2

**SECTION 2:** The Mayor and City Clerk are authorized to sign the Agreement.

**SECTION 3:** The Finance Director and Staff are authorized to complete the necessary documents in order to disburse State Legislated \$12.50 funds to cover costs associated with Interlocal Agreement R2007-1816.

**SECTION 4:** This resolution shall take effect upon execution by the Palm Beach County Board of County Commissioners.

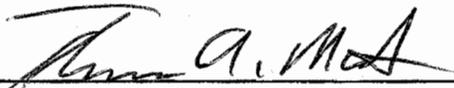
PASSED AND ADOPTED this 7TH day of NOVEMBER, 2012.

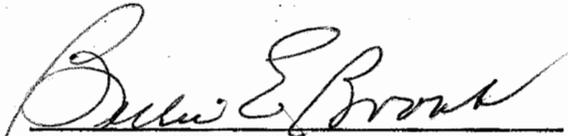
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RESOLUTION NO. 122-12

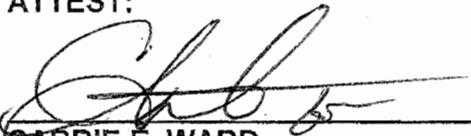
PAGE 3

APPROVED:

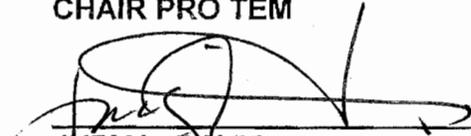
  
THOMAS A. MASTERS  
MAYOR

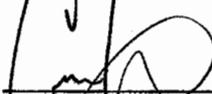
  
BILLIE E. BROOKS  
CHAIRPERSON

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 AYE

D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/5/12

RESOLUTION NO. 123-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING THE INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA AND THE CITY OF RIVIERA BEACH, FLORIDA; ACCEPTING UP TO THE AMOUNT OF \$40,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT AND ALL PERSONAL SERVICE CONTRACTS ASSOCIATED WITH THE AGREEMENT; AUTHORIZING THE FINANCE DIRECTOR TO SET UP THE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

**WHEREAS**, the County, through the Criminal Justice Commission is providing up to \$40,000 to offer continued staffing and to support treatment of clients through licensed substance abuse treatment providers and facilities; and

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

WHEREAS, the term of the Interlocal Agreement is from October 1, 2012 through 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 of Riviera Beach City Council authorizes the Mayor and City Clerk to execute the Interlocal agreement with the County in amount of up to \$40,000 to offer continued staffing and to support the payment of referred clients to licensed substance abuse treatment providers and facilities.

**SECTION 2:** That the Finance Director is authorized to set up budget as follows:

**REVENUE:**

148-00-337694	CJC- GRANT	\$40,000
		<b>Total \$40,000</b>

**EXPENDITURES:**

148-1618-569-0-1201	Salaries	\$17,650
148-1618-569-0-2101	Fica	\$ 1,350
148-1618-569-0-3101	Contract Services	<u>\$21,000</u>
		<b>Total \$40,000</b>

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

PASSED and APPROVED this 7TH day of NOVEMBER, 2012.

APPROVED:

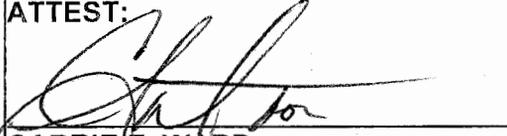


THOMAS A. MASTERS  
MAYOR



BILLIE E. BROOKS  
CHAIRPERSON

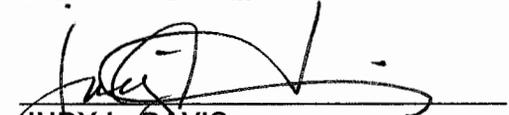
ATTEST:



CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK



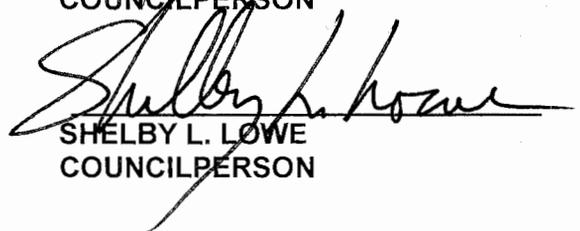
DAWN S. PARDO  
CHAIR PRO TEM



JUDY L. DAVIS  
COUNCILPERSON



CEDRICK A. THOMAS  
COUNCILPERSON



SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

J. DAVIS AYE

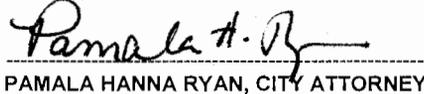
B. BROOKS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/5/12

RESOLUTION NO. 124-12

**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 INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FOR CONTINUATION OF THE YOUTH EMPOWERMENT TEEN PROGRAM IN THE AMOUNT OF \$34,590; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP A BUDGET FOR THE SAME AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

**WHEREAS**, the COUNTY agreed to reimburse the CITY for expenses, up to the amount of \$34,590 from October 1, 2012 through December 31, 2012 for the Youth Violence Prevention Project; and

**WHEREAS**, the parties mutually desire to extend the Interlocal Agreement until December 31, 2012, or until all funds remaining from the original \$34,590 have been expended, whichever first occurs for the Youth Empowerment Center program expenses as approved by the Department of Justice.

**RESOLUTION NO. 124-12**

**-2-**

**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 Youth Empowerment Program..

**SECTION 2.** The Director of Finance and Administrative Services is authorized to set up a budget for the same.

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

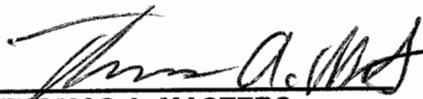
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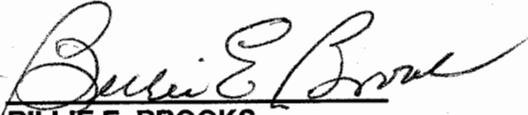
RESOLUTION NO. 124-12

-3-

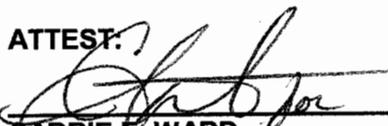
PASSED AND APPROVED this 7TH day of NOVEMBER 2012.

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
BILLIE E. BROOKS  
CHAIRPERSON

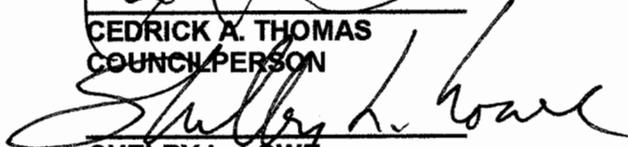
ATTEST:

  
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

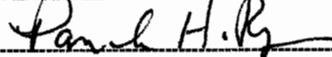
D. PARDO            AYE

J. DAVIS             AYE

C. THOMAS          AYE

S. LOWE              AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/5/12

RESOLUTION NO. 125-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT 002 TO THE DISASTER RECOVERY INITIATIVE PROGRAM AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY TO INCREASE THE FUNDING LIMIT FOR REHABILITATION REPAIRS PER UNIT FROM \$45,000 TO \$80,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT AMENDMENT; AUTHORIZING THE FINANCE DIRECTOR TO DISBURSE FUNDS PER THE COST OF DRI REHABILITATION FOR HURRICANE WILMA RELATED DAMAGES NOT TO EXCEED \$80,000 PER UNIT; 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 with the County in March 2008 to implement specified activities under the Disaster Recovery Initiative (DRI) Program; and

**WHEREAS**, the agreement between the City of Riviera Beach and the County dated March 24, 2008 has been amended in April 2009, October 2009, August 2010, and January 2011, and a new agreement was executed in June 2012 and amended in September 2012; and

**WHEREAS**, the purpose of amendment 002 is to increase the funding limit for rehabilitation repairs from \$45,000 to \$80,000, in order to continue to implement the rehabilitation of homes under the DRI program.

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

**SECTION 1.** The City Council approves the amendment to the DRI Agreement with Palm Beach County, to increase the funding limit for rehabilitation repairs per unit from \$45,000 to \$80,000.

**RESOLUTION NO. 125-12**  
**PAGE 2**

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

**SECTION 3.** The City Council authorizes the Finance Director to disburse funds for the cost of DRI rehabilitation not to exceed \$80,000 per unit.

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

**PASSED and APPROVED this 7TH day of NOVEMBER, 2012.**

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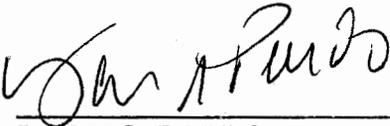
APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
BILLIE E. BROOKS  
CHAIRPERSON

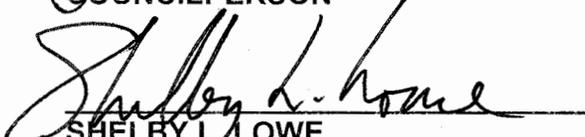
ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
DAWN S. PARDO  
CHAIR PRO TEM

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
JUDY L. DAVIS  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

B. BROOKS AYE

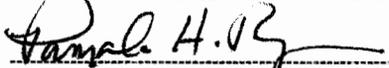
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/5/12

RESOLUTION NO. 126-12

**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 AGREEMENT BETWEEN THE CITY AND PALM BEACH COUNTY TO ACCEPT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF \$173,175 FROM PALM BEACH COUNTY FOR FISCAL YEAR 2013-2014 FOR THE RECONSTRUCTION OF WEST 36<sup>TH</sup> STREET BETWEEN AVENUE J AND AVENUE K; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SETUP A BUDGET AND APPROPRIATE FUNDS IN THE PAVING AND DRAINAGE CONSTRUCTION FUND IN THE AMOUNT OF \$190,057; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, City Council through Resolution No. 33-12 authorized the submission of an application to Palm Beach County for Community Development Block Grant Funds; and

**WHEREAS**, Palm Beach County has approved said application and has allocated \$173,175 to be utilized for the reconstruction of West 36<sup>th</sup> Street between Avenue J and Avenue K; and

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

**SECTION 1.** The City Council hereby approves the acceptance of Community Development Block Grant Funds from Palm Beach County for fiscal year 2013-14 in the amount of \$173,175.

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

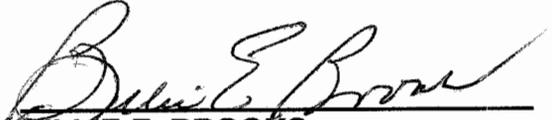
**SECTION 3.** The Director of Finance & Administrative Services is authorized to appropriate funds in the Paving and Drainage Construction Fund in the amount of \$190,057 and setup a budget in the CDBG fund in the amount of \$173,175 for the construction of West 36<sup>th</sup> Street between Avenue J and Avenue K.

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

**PASSED and APPROVED** this 7TH day of NOVEMBER, 2012.

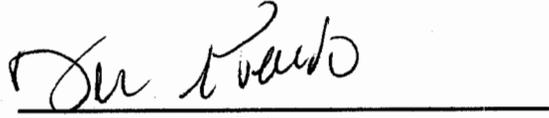
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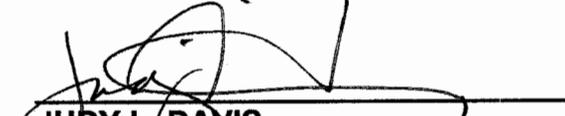
  
THOMAS A. MASTERS  
MAYOR

  
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

J. DAVIS AYE

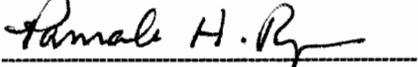
B. BROOKS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/5/12

RESOLUTION NO 127-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER, MAYOR AND CITY CLERK TO EXECUTE DOCUMENTS RELATED TO THE SALE OF A VACANT CITY OWNED 0.13 ACRE PARCEL LOCATED AT 1341 WEST 30TH ST (PCN 56434229030170100) TO THE GREATER BETHEL PRIMITIVE BAPTIST CHURCH IN THE AMOUNT OF \$11,000; PROVIDING FOR THE RELEASE OF ALL CITY LIENS, FINES AND ADMINISTRATIVE FEES ASSOCIATED WITH THIS PARCEL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on June 20, 2012, the City Council voted to approve a policy which outlines the procedure for the sale, exchange, or donation of City owned real property; and

**WHEREAS**, the Greater Bethel Primitive Baptist Church has requested by letter to purchase the vacant City owned 0.13 Acre (5660 Square Feet) parcel (PCN 56434229030170100) located at 1341 W. 30<sup>th</sup> St for \$11,000.00; and

**WHEREAS**, the City has determined that it no longer needs the 0.13 Acre (5660 Square Feet) real property (PCN 56434229030170100) located at 1341 W. 30<sup>th</sup> St for municipal purposes.

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

**SECTION 1.** That the Mayor and City Clerk are authorized to execute a quitclaim deed for the sale of City property (PCN 56434229030170100) located at 1341 W. 30<sup>th</sup> St in "as is" condition to the Greater Bethel Primitive Baptist Church in the amount of \$11,000. If ownership of the parcel is not transferred within 60 days, this approval shall expire.

**SECTION 2.** The City Council of the City of Riviera Beach hereby authorizes the release of all City Liens, Fines and Administrative Fees on the 0.13 Acre (5660 Square Feet) real property with the PCN 56434229030170100 located at 1341 W. 30<sup>th</sup> St.

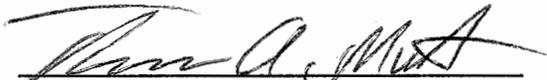
**SECTION 3.** This resolution shall take effect immediately upon its passage.

**PASSED and APPROVED** on 7TH day of NOVEMBER, 2012.

RESOLUTION NO. 127-12

PAGE 2

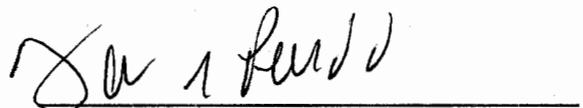
APPROVED:

  
THOMAS A. MASTERS  
MAYOR

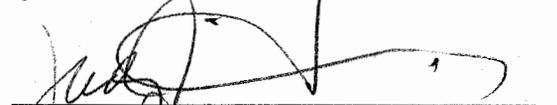
  
BILLIE E. BROOKS  
CHAIRPERSON

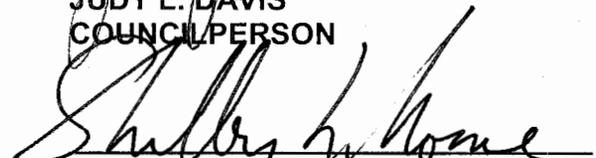
ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
DAWN S. PARDO  
CHAIR PRO TEM

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
JUDY L. DAVIS  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

B. BROOKS AYE

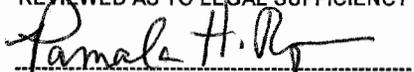
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/6/12

RESOLUTION NO. 128-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PURCHASE AGREEMENT AND ALL NECESSARY DOCUMENTS FOR THE ACQUISITION OF PROPERTY LOCATED AT 1481 W. 15TH ST, RIVIERA BEACH, FL. (LOTS 1, 2, 3, 4 AND 5, BLOCK C; LOTS 1 AND 2, BLOCK D, PLAT NO. 2-C LEWIS TERMINALS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 44, PAGE 43, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA), FROM GEU REAL ESTATE, LLC (GEU), IN THE AMOUNT OF SIX MILLION SIX HUNDRED THOUSAND DOLLARS (\$6,600,000.00) PLUS GEU WILL COLLECT ALL PROCEEDS FROM THE SUBLEASE TOTALING \$1,160,000; THE CITY WILL RECEIVE PERSONAL PROPERTY VALUED AT \$225,000 FROM GEU, PROVIDING FOR TOTAL CONSIDERATION OF \$7,535,000; FOR A FUTURE PUBLIC SAFETY COMPLEX (POLICE DEPARTMENT AND FIRE DEPARTMENT) AND PUBLIC WORKS FACILITY; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MASTER LEASE WITH GEU FOR A PERIOD OF 16 MONTHS UNTIL APRIL 30, 2014; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT UNDER THE TERMS OF THE PURCHASE AGREEMENT FROM ACCOUNT #310-0817-521-1-6251; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the current Police Department and Public Work Facilities are no longer operationally efficient and the City desires new public facilities; and

**WHEREAS**, the City of Riviera Beach approved a five year Capital Plan to design and construct a New Police Department Complex and Public Works Facility; and

**WHEREAS**, the City's current five year Capital Plan does not address renovating, upgrading or replacing the Fire Department facilities; and

**RESOLUTION NO. 128-12**

**PAGE 2**

**WHEREAS**, the City has explored the feasibility of different alternatives of upgrading part or all of the existing police department, fire department and public works facilities to meet the City needs and found GEU's property to be technically and economically feasible within the City's identified sources of funds outlined in the five year Capital plan to purchase or renovate facilities; and

**WHEREAS**, the Staff has determined that acquiring the property at 1481 W. 15th St., Riviera Beach, FL, for the City's use, would provide a great benefit to the entire citizenry of Riviera Beach and will allow the fire department facilities to be improved and upgraded; and

**WHEREAS**, the City is in need of a modern Emergency Management Center to sever the citizenry during times of emergency and the property at 1481 W. 15th St., Riviera Beach, FL, provides the City with ample space to develop such a center; and

**WHEREAS**, the City will have an inspection period commencing upon the agreement date, and terminating on December 21, 2012, to make a physical inspection of the Property, including an inspection of the structural and environmental condition thereof, and to examine the due diligence items outlined in the original agreement; and

**WHEREAS**, the City desires to enter into a Purchase Agreement with GEU Real Estate, LLC, a Delaware limited liability corporation, for the purchase of real property located at 1481 W. 15th St., Riviera Beach, FL, for the price of six million six hundred thousand dollars (\$6,600,000.00) and GEU will collect all proceeds from the sublease totaling \$1,160,000; the City will receive personal property valued at \$225,000 from GEU, providing for total consideration of \$7,535,000; and

**WHEREAS**, GEU desires to lease the property from the City and for sixteen (16) months until its lease with Zachry, Inc. terminates upon the terms and conditions as contained in the Master Lease Agreement, and City staff finds this to be in the best interest of the City.

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**RESOLUTION NO.** 128-12  
**PAGE 3**

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

**SECTION 1.** The Mayor and City Clerk are authorized to execute a Purchase and Sale Agreement, and all necessary documents on behalf of the City with GEU Real Estate, LLC, to purchase property located at 1481 W. 15th Street, Riviera Beach, Florida for the price of six million six hundred thousand dollars (\$6,600,000.00) and GEU will collect all proceeds from the sublease totaling \$1,160,000; the City will receive personal property valued at \$225,000 from GEU, providing for total consideration of \$7,535,000. Said agreement is attached hereto.

**SECTION 2.** The Mayor and City Clerk are authorized to execute a sixteen (16) month Master Lease Agreement with GEU Real Estate, LLC, attached hereto.

**SECTION 3.** The Finance Director is authorized to make payment to GEU for the purchase of the property in the amount of six million six hundred thousand dollars (\$6,600,000.00) from Capital Account No 310-0817-521-1-6251.

**EXPENDITURE:**

310-0817-521-1-6251 Capital Construction Account	\$6,600,000
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**SECTION 4.** This resolution should take effect immediately upon its passage and approval by the City Council.

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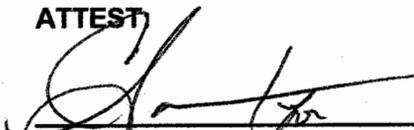
RESOLUTION NO. 128-12  
PAGE 4

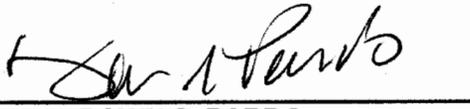
APPROVED:

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

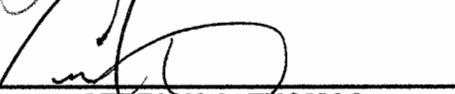
  
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BILLIE E. BROOKS  
CHAIRPERSON

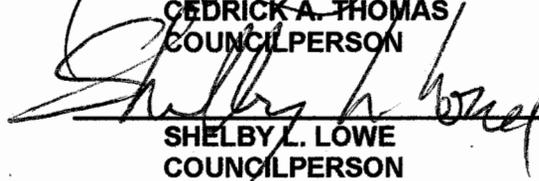
ATTEST

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

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

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

  
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CEDRICK A. THOMAS  
COUNCILPERSON

  
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SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: J. DAVIS

B. BROOKS AYE

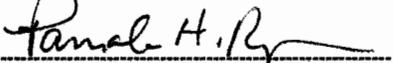
J. DAVIS AYE

C. THOMAS AYE

D. PARDO NAY

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 11/5/12

**RESOLUTION NO. 129-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED RFP NO. 330-11 FOR RED LIGHT CAMERA ENFORCEMENT SERVICES TO BREKFORD CORPORATION; AUTHORIZING BREKFORD CORPORATION TO PERFORM RED LIGHT CAMERA VENDOR SERVICES PER THE NEGOTIATED AGREEMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT; AND AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR SAME; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Law of Florida 2010-80, also known as the Mark Wandall Traffic Safety Program as Florida State Statute §316.0083, signed by Governor Charlie Crist on May 14, 2010, to take effect on July 1, 2010, permits the use of Traffic Infraction Detectors (cameras) to enforce red light violations; and

**WHEREAS**, The City Council of the City of Riviera Beach desires to establish a Red Light Enforcement Program and passed Ordinance No. 3098 for this purpose; and

**WHEREAS**, The Evaluation Committee for RFP 330-11 chose Brekford Corporation as the top rated vendor for Red Light Vendor Services; and

**WHEREAS**, A legally sufficient Agreement has been negotiated with Brekford Corporation.

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

**SECTION 1:** The City Council hereby awards RFP 330-11 to Brekford Corporation.

**RESOLUTION NO. 129-12**  
**PAGE 2**

**SECTION 2:** The City Council approves the Agreement between the City of Riviera Beach and Brekford Corporation and authorizes the Mayor and City Clerk to execute the Agreement.

**SECTION 3:** The Finance Director is to set up a budget for payment to Brekford Corporation in accordance with the terms of this Agreement.

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

**PASSED AND ADOPTED this 7TH day of NOVEMBER, 2012.**

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RESOLUTION NO. 129-12

PAGE 3

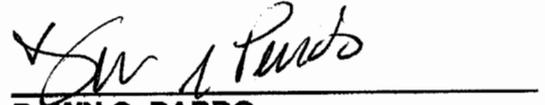
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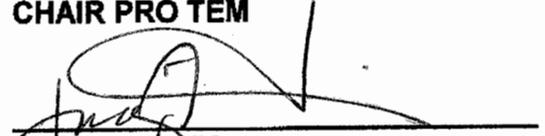
  
THOMAS A. MASTERS  
MAYOR

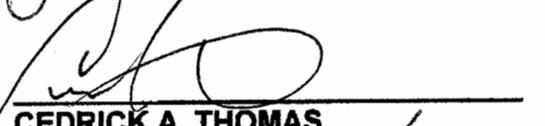
  
BILLIE E. BROOKS  
CHAIRPERSON

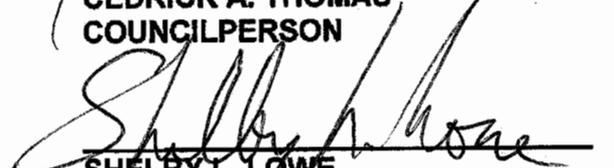
ATTEST:

  
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: C. THOMAS

SECONDED BY: J. DAVIS

B. BROOKS AYE

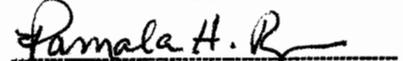
D. PARDO NAY

J. DAVIS AYE

C. THOMAS AYE

S. LOWE NAY

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/5/12

**AGREEMENT BETWEEN  
CITY OF RIVIERA BEACH  
AND  
BREKFORD CORPORATION  
FOR THE RED LIGHT ENFORCEMENT PROGRAM AND  
STREAMING VIDEO MONITORING SERVICES**

THIS AGREEMENT is made as of this 9<sup>th</sup> day of November, 2012 by and between Brekford Corp., a Delaware corporation, licensed to do business in Florida and having a place of business at 7020 Dorsey Road, Hanover, MD 21076 (the "Vendor") and the City of Riviera Beach, a Florida municipality, with an address at 600 West Blue Heron Blvd., Riviera Beach, Florida 33404 (the "City").

**RECITALS**

WHEREAS, on July 20, 2011, the City Council adopted Ordinance 3098, amending Chapter 12, of the City's Code of Ordinances, which authorized the City's Red Light Enforcement Program and provided for the implementation and operation of such; and,

WHEREAS, a Request for Proposals (RFP) was advertised in the "Legal Notices" section of the Palm Beach Post on December 04, 2011 to solicit qualified firms to provide installation, maintenance and enforcement of Red Light Camera Enforcement Services for the City of Riviera Beach; and,

WHEREAS, on December 28, 2011, an evaluation committee convened to review and discuss the responses to the City's RFP for red light camera enforcement services; and,

WHEREAS, it was the majority consensus of the evaluation committee that the top ranked vendor, Brekford Corporation of Hanover, Maryland be recommended to provide red light camera enforcement services for the City; and

WHEREAS, during the 2010 Legislative Session the Florida Legislature adopted CS/CS/HB 325, which establishes uniform standards for local governments to use cameras to enforce state statutes relating to red light violations; and,

WHEREAS, Governor Charlie Crist signed the legislation into law on May 14, 2010, resulting in Laws of Florida, Chapter 2010-80, which took effect on July 1, 2010 (the "State Law"); and,

WHEREAS, the City and the Vendor desire to establish an agreement to implement the Red Light Enforcement Program as set forth in the State Law; and,

WHEREAS, the City Council of the City of Riviera Beach finds that establishing an agreement with the Vendor for the implementation of the Red Light Enforcement Program as set forth in the State Law serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## AGREEMENT

- 1.0 Recitals The preceding recitals are true and correct and are incorporated into this Agreement by reference.
- 2.0 Definitions All definitions set forth in the State Law and in Chapter 12, of the City Code of Ordinances, are incorporated herein. In addition, the following words and phrases shall have the following meanings in this Agreement:
  - 2.1. "Authorized Employee" means the Traffic Infraction Enforcement Officer, whose duties and qualifications are set forth in the State Law.
  - 2.2. "Authorized Violation" means each Potential Violation in the Violation Data for which authorization to issue a Notice of Violation in the form of an Electronic Signature is given by the Authorized Employee by using the Vendor System.
  - 2.3. "Billing Period" means all days within a single calendar month.
  - 2.4. "Civil Fee" means the penalty assessed for violations of Sections 316.074(1) or 316.075(1)(c)1, Florida Statutes, pursuant to Section 316.0083, Florida Statutes, as may be amended or recodified from time to time.
  - 2.5. "Confidential or Private Information" means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person's business or methods of operation or concerning any of such Person's suppliers, licensors, licensees, City's or others with whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:
    - 2.5.1. Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or City's, or at which such Person sells or has sold its services; and
    - 2.5.2. Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research

and development projects. For purposes of this Agreement, the term "trade secrets" shall mean the broadest and most inclusive interpretation of trade secrets.

- 2.5.3. Notwithstanding the foregoing, Confidential Information will not include information that: (i) is a public record, and not otherwise exempt, pursuant to Florida law; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (iii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iv) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (v) was required by a court of competent jurisdiction to be described, or (vi) was required by applicable state law to be described.
- 2.6. "Designated Locations" means the location of the approaches for placement of photo enforcement equipment as the Vendor and the City will agree to from time to time as specifically provided in Exhibit "A" attached hereto and incorporated herein.
- 2.7. "Electronic Signature" means the method through which the Authorized Employee indicates his or her approval of the issuance of a Notice of Violation and Traffic Citation in respect of a Potential Violation using the Vendor System.
- 2.8. "Enforcement Documentation" means the necessary and appropriate documentation related to the enforcement of a Violation pursuant to the State Law including but not limited to Notices of Violation (using the specifications of the State Law), instructions to accompany each issued Notice of Violation as required by State Law (including in such instructions a description of basic enforcement procedures, payment options and information regarding the viewing of images and data collected by the Vendor System), Traffic Citations, chain of custody records, criteria regarding operational policies for processing Notices of Violations and Traffic Citations (including with respect to coordinating with the applicable vehicle registry), and technical support documentation for a hearing in traffic court if necessary.
- 2.9. "Equipment" means any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Vendor System, including but not limited to all camera systems, housings, sensor arrays, severs and poles.
- 2.10. "Governmental Authority" means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.

- 2.11. “Intellectual Property” means, with respect to any Person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), of such Person, consistent with the definition of such terms in Florida Statutes.
- 2.12. “Notice of Violation” shall mean the Notice of a Violation, which is mailed or otherwise delivered by Vendor to the alleged violator on the appropriate Enforcement Documentation in respect of each Authorized Violation pursuant to the requirements of the State Law.
- 2.13. “Notice Period” shall mean the period of time signage and other notice is provided for a new enforcement location as may be required by the City Council.
- 2.14. “Person” means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
- 2.15. “Project Manager” means the project manager appointed by the City in accordance with this Agreement, which shall be the City Manager, or designee and shall be responsible for overseeing the installation of the Designated Locations and the implementation of the Red Light Enforcement Program, and which manager shall have the power and authority to make management decisions relating to the City’s obligations pursuant to this Agreement, including but not limited to change order authorizations, subject to any limitations set forth in the City’s Charter, Code or by the City Council.
- 2.16. “Potential Violation” means, with respect to any motor vehicle passing through a Designated Location, the data collected by the Vendor System with respect to such motor vehicle, which data shall be processed by the Vendor System for the purposes of allowing the Authorized Employee to review such data and determine whether a Violation has occurred.
- 2.17. “Proprietary Property” means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person’s business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or

relating to the business of such Person, financial statements, budgets, projections and invoices.

- 2.18. “State Law” means those statutes adopted and enacted pursuant to Laws of Florida, Chapter 2010-80, as may be amended or recodified from time to time.
- 2.19. “Traffic Citation” means the traffic citation authorized by the State Law to be mailed to the registered owner of a motor vehicle when payment or an affidavit in compliance with the State Law is not timely received after a Notice of Violation is sent to the registered owner of a motor vehicle involved in a Violation.
- 2.20. “Vendor Marks” means all trademarks registered in the name of Vendor or any of its affiliates, such other trademarks as are used by Vendor or any of its affiliates on or in relation to Red Light Enforcement Program at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by Vendor, and all modifications or adaptations of any of the foregoing.
- 2.21. “Vendor Project Manager” means the project manager appointed by Vendor in accordance with this Agreement, which project manager shall initially be named by the Vendor within 14 days of the execution of this Agreement or such person as Vendor shall designate by providing written notice thereof to the City from time to time, who shall be responsible for overseeing the construction and installation of the Designated Locations and the implementation the Red Light Enforcement Program, and who shall have the power and authority to make management decisions relating to Vendor’s obligations pursuant to this Agreement, including but not limited to change-order authorizations.
- 2.22. “Vendor Photo Red Light System” or “Vendor System” means, collectively, the Red Light Enforcement Program provided by Vendor and all of the other equipment, applications, back office processes and digital red light traffic enforcement cameras, sensors, components, products, software and other tangible and intangible property relating thereto.
- 2.23. “Violation” means any violations of Sections 316.074(1) or 316.075(1)(c)1, Florida Statutes, enforceable pursuant to Section 316.0083, Florida Statutes, as may be amended or recodified from time to time.
- 2.24. “Violation Data” means the images and other data gathered by the Vendor System at the Designated Location to support a Potential Violation.
- 2.25. “Red Light Enforcement Program” means the process pursuant to the State Law by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of Vendor, including but not limited to cameras, flashes, central processing units, signal controller interfaces and sensor arrays which, collectively, are capable of identifying Violations and recording such Violation Data in the form of photographic images of motor vehicles.

- 2.26. “Red Light Violation Criteria” means the standards and criteria by which Potential Violations will be evaluated by Authorized Employees of the City, which standards and criteria shall include, but are not limited to, the definition of a Red Zone Violation set forth in the State Law, relying upon the duration of time that a traffic light must remain red prior to a Violation being deemed to have occurred, and the location(s) in an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have committed a Violation, all of which shall be in compliance with all applicable laws, rules and regulations of Governmental Authorities.
- 2.27. “Traffic Signal Controller Boxes” means the signal controller interface and detector, including but not limited to the radar or video loop, as the case may be.
- 3.0 Term The term of this Agreement shall commence November █, 2012 (the “Effective Date”) and shall continue for a period of three (3) years until November █, 2015 (the “Initial Term”) unless earlier terminated as provided for herein. The City shall have the right, but not the obligation, to extend the term of this Agreement for up to two (2) additional, three (3) year periods following the expiration of the Initial Term (each, a “Renewal Term” and collectively with the Initial Term, the “Term”). The City may exercise the right to extend the term of this Agreement for a Renewal Term by providing written notice to Vendor not less than sixty (60) days prior to the last day of the Initial Term or the Renewal Term, as the case may be. This notice period may be waived by the agreement of the parties.
- 4.0 Services Vendor shall provide the Red Light Enforcement Program to the City, in each case in accordance with the terms and provisions of State Law, as amended and codified from time to time, and this Agreement. In the event of any conflict between this Agreement and State Law, State Law shall take precedence and Vendor shall abide by said State Law.
- 4.1. Installation With respect to the construction and installation of the Designated Locations and the installation of the Vendor System at such Designated Locations, the City and Vendor shall have the respective rights and obligations set forth on Exhibit “B” attached hereto and incorporated herein.
- 4.2. Maintenance With respect to the maintenance of the Vendor System at the Designated Locations, the City and Vendor shall have the respective rights and obligations set forth in Exhibit “C” attached hereto and incorporated herein.
- 4.3. Violation Processing After a public announcement and a public awareness campaign (i.e., a warning period) for the Red Light Enforcement Program, Violations shall be processed as set forth in Exhibit “D” attached hereto and incorporated herein.

- 4.5. Other Rights and Obligations During the Term, in addition to all of the other rights and obligations set forth in this Agreement, Vendor and the City shall have the respective rights and obligations set forth on Exhibit "F" attached hereto and incorporated herein.
- 4.6. Change Orders The City may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to Vendor, setting forth in reasonable detail the proposed changes (a "Change Order Notice"). Upon Vendor's receipt of a Change Order Notice, Vendor shall deliver a written statement describing the effect, if any, the proposed changes would have on the terms set forth in Exhibit "F" (the "Change Order Proposal"), which Change Order Proposal shall include (i) a detailed breakdown of the charge and schedule effects, (ii) a description of any resulting changes to the specifications and obligations of the parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the City. Following the City's receipt of the Change Order Proposal, the parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes. Any failure of the parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 17.0.

5.0 License; Reservation of Rights

5.1. License

- 5.1.1. Subject to the terms and conditions of this Agreement, Vendor hereby grants the City, and the City hereby accepts from Vendor upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the City, access and use the Vendor System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Notices of Violation pursuant to the terms of this Agreement, and to print copies of any content posted on the Vendor System in connection therewith, (b) disclose to the public (including outside of the City) that Vendor is providing services to the City in connection with Red Light Enforcement Program pursuant to the terms of this Agreement, (c) use and display the Vendor Marks on or in marketing, public awareness or education, or other publications or materials relating to the Red Light Enforcement Program, so long as any and all such publications or materials are approved in advance by Vendor, and (d) to take such other action as may be required under the State Law.

- 5.1.2. License for City Information The Vendor acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed to City are proprietary marks and the Vendor will not use the marks for any purpose except as expressly permitted in writing by the City. Upon termination of this Agreement, the Vendor shall immediately and permanently discontinue the use and display of any marks.
- 5.2. Reservation of Rights The City hereby acknowledges and agrees that: (a) Vendor is the sole and exclusive owner of the Vendor System, the Vendor Marks, all Intellectual Property arising from or relating to the Vendor System, and any and all related Equipment provided under this Agreement, (b) the City neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of City pursuant to this Agreement, the City shall gain no additional right, title or interest therein.
- 5.3. Restricted Use The City hereby covenants and agrees that it shall not (a) make any modifications to the Vendor System, including but not limited to any Equipment, (b) alter, remove or tamper with any Vendor Marks, (c) use any of the Vendor Marks in any way which might prejudice their distinctiveness, validity or the goodwill of Vendor therein, (d) use any trademarks or other marks other than the Vendor Marks in connection with the City's use of the Vendor System pursuant to the terms of this Agreement without first obtaining the prior consent of Vendor, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the Vendor System, the Vendor System, including but not limited to any Equipment, or to any, Intellectual Property or Proprietary Property of Vendor, or cause any other Person to do any of the foregoing.
- 5.4. Protection of Rights Vendor shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Vendor, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the Vendor Marks, the filing of patent application for any of the Intellectual Property of Vendor, and making any other applications or filings with appropriate Governmental Authorities. The City shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any registrations or filings with respect to any of the Vendor Marks or the Intellectual Property of Vendor without the prior written consent of Vendor.
- 5.5. Infringement The City shall use its reasonable best efforts to give Vendor prompt notice of any activities or threatened activities of any Person of which it becomes aware that infringes or violates the Vendor Marks or any of Vendor's Intellectual Property or that constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the Vendor Marks or any other Intellectual Property of Vendor. Vendor shall have the exclusive right, but

not the obligation, to take action to enforce such rights and to make settlements with respect thereto.

- 5.6. Infringing Use The City shall use its reasonable best efforts to give Vendor prompt written notice of any action or claim action or claim, whether threatened or pending, against the City alleging that the Vendor Marks, or any other Intellectual Property of Vendor, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the City shall render to Vendor such reasonable cooperation and assistance as is reasonably requested by Vendor in the defense thereof; provided, that Vendor shall reimburse the City for any reasonable costs, including without limitation attorneys fees and court costs, as well as City staff costs, incurred in providing such cooperation and assistance. If such a claim is made and Vendor determines in the exercise of its sole discretion, or a court or administrative proceeding of competent jurisdiction determines, that an infringement may exist, Vendor shall have the right, but not the obligation, to procure for the City the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items, all at no cost to the City. In addition, in such event, the City has the right, but not the obligation, to terminate this Agreement pursuant to paragraph 7.1.

## 6.0 Representations and Warranties

### 6.1 Vendor Representations and Warranties

6.1.1. Authority Vendor hereby warrants and represents that:

6.1.1.1. it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder; and,

6.1.1.2. to the extent legally required, Vendor has all ownership rights, licenses, or other required authority to use the software and hardware it installs to perform the services under this Agreement.

6.1.2. Professional Services Vendor hereby warrants and represents that any and all services provided by Vendor pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation of the Vendor System, subject to applicable law, in compliance with all specifications provided to Vendor by the City.

### 6.2. City Representations and Warranties

6.2.1. Authority The City hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder; provided that Vendor acknowledges that the Red Light Enforcement Program is

premised on being consistent with the requirements and authority of the State Law, other applicable laws, applicable attorney general opinions, and the City's Code of Ordinances, and the City cannot warrant the outcome of any judicial or legislative action that may be taken affecting these authorities subsequent to the execution of this Agreement.

- 6.3. Professional Services The City hereby warrants and represents that any and all services provided by the City pursuant to this Agreement shall be performed in a professional and workmanlike manner.

## 7.0 Termination

- 7.1. Termination for Cause Either party shall have the right to terminate this Agreement immediately by written notice to the other if (i) state or federal statutes are amended, or regulations adopted by agencies with jurisdiction, to prohibit the operation of photo red light enforcement systems, to make it impracticable to operate the Red Light Enforcement Program, or to impose restrictions on revenues and uses that are materially contrary to the terms of this Agreement or the provisions of the current State Law; (ii) any court having jurisdiction over the City rules or declares that the Red Light Enforcement Program, or the program set forth in the State Law, is invalid or results from the Vendor System of photo red light enforcement are inadmissible in evidence due to a defect in the manner in which such results were obtained or processed (in which case, Vendor shall have the opportunity to cure such defect, as provided below), or otherwise renders a decision that makes it impracticable to operate the Red Light Enforcement Program; (iii) a determination by a court of competent jurisdiction or other applicable dispute resolution forum that Vendor has infringed upon a third party's patent, trademark, copyright, trade secret or other intellectual property; (iv) the other party commits any material breach of any of the provisions of this Agreement; or, (v) Vendor's non-payment of revenues to City as required by this Agreement. In the event of a termination due to this Section 7.1, City shall be relieved of any further obligations to Vendor including payment of any fees and costs. Either party shall have the right to remedy the cause for termination within forty-five (45) calendar days (or within such other time period as the City and Vendor shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-causing party setting forth in reasonable detail the events of the cause for termination.

The rights to terminate this Agreement given in this Section 7.1 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement.

- 7.2. Reopener after six (6) months Because of the uncertainty associated with changes to the Red Light Enforcement Program dictated by State Law or

differing interpretations of State Law, following the six (6) month anniversary of this Agreement, the City may, if there are material changes made to the State Law, request a meeting with Vendor for the purpose of attempting to renegotiate the terms and conditions of this Agreement. The parties will meet within a reasonable time of the City's request and will attempt in good faith to renegotiate the terms and conditions of this Agreement. If the parties are unable to reach a reasonable agreement on the renegotiated terms and conditions, the City shall have the right to terminate this Agreement with fifteen (15) days notice to Vendor. If the City decides to terminate this Agreement under this Section 7.2, Vendor shall be entitled to recover an amount of revenue collected by the City from the Red Light Enforcement Program to cover Vendor's reasonable costs in excess of the fees paid to Vendor by the City as of the date of termination. Vendor shall provide City with reasonable proof of such reasonable costs within thirty (30) days of the date of termination. In no event shall the City be responsible for the payment of any fees or costs to Vendor in excess of the Red Light Enforcement Program revenue collected by the City.

- 7.3 Procedures Upon Termination The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination. Vendor shall (i) immediately cease to provide services, including but not limited to work in connection with the construction or installation activities and services in connection with the Red Light Enforcement Program, (ii) promptly deliver to the City any and all Proprietary Property of the City provided to Vendor pursuant to this Agreement, (iii) promptly deliver to the City a final report to the City regarding the collection of data and the issuance of Notices of Violation in such format and for such periods as the City may reasonably request, and which final report Vendor shall update or supplement from time to time when and if additional data or information becomes available, (iv) provide City all data pertaining to outstanding payments due and owing to City and potential payments due to Vendor, (v) provide City with its proposed schedule for the removal of the Vendor's equipment, at no cost to the City, from the City and once such schedule is approved by City, Vendor shall remove such pursuant to the schedule; and (vi) provide such assistance as the City may reasonably request from time to time in connection with prosecuting and enforcing Traffic Citations issued prior to the termination of this Agreement.

The City shall (i), except for pending enforcement cases, immediately cease using the Vendor's System, including accessing the Vendor System and using any other Intellectual Property of Vendor, and (ii) promptly deliver to Vendor any and all Proprietary Property of Vendor provided to the City pursuant to this Agreement, other than such equipment installed by Vendor along the roadways for the Red Light Enforcement Program.

Unless the City and Vendor have agreed to enter into a new agreement relating to the Red Light Enforcement Program or have agreed to extend the

Term of this Agreement, Vendor shall remove any and all Equipment or other materials of Vendor installed in connection with Vendor's performance of its obligations under this Agreement, at no cost to City, including but not limited to housings, poles and camera systems, and Vendor shall restore the Designated Locations to substantially the same condition such Designated Locations were in immediately prior to this Agreement, except for foundation removal, which shall be left flush with grade and no exposed rebar, steel or other hazards, at no cost to City pursuant to the schedule agreed upon by the parties in this Section 7.3.

8.0 Fees to be Paid to Vendor and Payment Processing

8.1. Vendor shall have the right to receive the compensation set forth on, and pursuant to, Exhibit "E" attached hereto and incorporated herein.

8.2. Cost Neutral Payment Plan During the term of the Agreement, payments by the City shall be made to Vendor under a Cost Neutral Payment Plan. Under the Cost Neutral Payment Plan, the City shall defer payment to Vendor until the City has collected sufficient funds pursuant to the terms of the Agreement to pay the Vendor. If, at the end of the Term of this Agreement, sufficient funds have not been collected by the City to pay the balance then due to Vendor, Vendor agrees to waive its right to recovery of any outstanding balance. For purposes of this clause, the term "funds" means the revenue collected and retained by the City according to the distribution methods applicable under the State Law for the Red Light Enforcement Program.

This clause will be applied in aggregate to all approaches as follows: Vendor will maintain separate accounting of each approach for informational and performance related analysis. If the full amount retained for all approaches by the City during a Billing Period (the "Amount Retained") exceeds the amount the Vendor invoices for during the same period, for all approaches (the "Amount Invoiced"), the City shall pay Vendor the Amount Invoiced. If the Amount Retained is less than the Amount Invoiced, the City shall pay Vendor only the Amount Retained. At the end of each City fiscal quarter a computation shall be made based on the difference between the aggregate sum of Amount Invoiced and the aggregate sum of amounts paid to the Vendor (the "Vendor Deficit"). If the Vendor Deficit is equal to zero (0) then no additional amount shall be paid to the Vendor. If the Vendor Deficit is greater than zero (0) then the Vendor is entitled to a payment in arrears not to exceed the full amount of the Vendor Deficit. If the difference between the aggregate sum of Amount Retained and aggregate sum of amounts paid to the Vendor (the "City Surplus") is greater than the Vendor Deficit, then the Vendor shall be paid an amount equal to the Vendor Deficit. If the City Surplus is less than the Vendor Deficit, then the Vendor shall be paid an amount equal to the City Surplus.

- 8.3. Unless otherwise required by the State Law, Vendor shall be responsible for processing payments of the Civil Fees. The Vendor shall provide payment means through mail, telephone, drop-box, and on-line processes on a weekly basis. Vendor shall track all payments and if feasible handle all applied payments, unapplied payments, overpayments, refunds, adjustments, dismissals and reversals.
- 8.4. Unless otherwise required by the State Law, Vendor shall pay City all payments received during a calendar week, no later than the second business day of the next following week.
- 8.5. The Vendor shall invoice the City for all applicable fees according to the fee schedule delineated in Exhibit "E". Along with the invoice, Vendor shall provide information to the City, in a format acceptable to the City, supporting the invoice amounts forwarded by Vendor to the City. In addition, City shall have access to the financial reporting functions of Vendor's system upon City's request for purposes of verifying invoice amounts.
- 9.0 Survival Notwithstanding the foregoing, the parties' obligations shall survive the termination to the extent necessary to fulfill the parties' obligations under this Agreement.
- 10.0 Confidentiality During the term of this Agreement and for a period of three (3) years thereafter, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information learned from the other party during the course of the negotiations for this Agreement or during the Term of this Agreement, subject to the obligations and requirements of Florida's public records laws and public meetings law. Upon termination of this Agreement, each party shall return to the other all tangible Confidential Information of such party. Each party shall retain in confidence and not disclose to any third party any Confidential Information without the other party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records.
- 11.0 Indemnification and Liability
- 11.1. Indemnification-- Negligence The Vendor agrees to defend, indemnify and hold harmless the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees ("Losses"), sustained by the City or any third party

arising out of, or by reason of, or resulting from the Vendor's, its agents, officer, employees and sub-contractor, negligent acts, errors, or omissions, except to the extent such Losses arise from the negligence of the City or its employees or agents. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

- 11.2. Indemnification – Infringements The Vendor shall indemnify City for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. The Vendor will defend and/or settle at its own expense, with legal counsel reasonably acceptable to the City, any action brought against the City to the extent that it is based on a claim that products or services furnished to City by the Vendor pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim. Any infringement or claim that renders any portion of the services to be performed by this Agreement to be unusable, or materially affects the Vendor's System as functionally described herein, shall be grounds for termination of this Agreement under Section 7.1 above.
- 11.3. Indemnification – Compliance Vendor shall at all times comply with federal, state and local laws, ordinances and regulations and shall comply with the maintenance procedures and manufacturing recommendations for the operation of the equipment which affect this Agreement and shall indemnify and save harmless the City against any claims arising from the violation of any such laws, ordinances and regulations or any claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the negligence or willful misconduct of the Vendor, its officers and directors, agents, attorneys and employees, excluding any employees or agents of the City.
- 11.4. The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the Vendor and requires a specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Vendor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify for events occurring during the term of this Agreement for a period of not less than five (5) years after expiration or termination of the Agreement.

- 11.5. In the event that a court of competent jurisdiction or the State of Florida, including any of its agencies or Governmental Authorities, orders or requires the City to return any payments made for Notice of Violations or Citations, Vendor shall, at no additional charge, assist City to perform all relevant portions of any such order, decree, judgment, etc., required to be performed by the City including, but not limited to, assisting the City to locate each violator so that any ordered reimbursement may be made. This provision shall not limit or prohibit City from seeking indemnification from Vendor for an ordered reimbursement.
- 11.6. Legal Challenges In the event of any legal challenge to a Notice of Violation or Traffic Citation issued pursuant to the Red Light Enforcement Program or to the Red Light Enforcement Program, which legal challenge is beyond the court having jurisdiction over the alleged Violation, the Vendor shall provide reasonable administrative assistance to the City in responding to that legal challenge, including, but not limited to, providing reasonable assistance to the City in responding to discovery sought from the City, providing reasonable assistance to the City in explaining and presenting the technical aspects and operations of the Vendor System, and providing reasonable assistance to the City in identifying and locating violators. This provision shall not limit or prohibit the City from seeking indemnification from Vendor for a legal challenge.
- 11.7. Notice of Claims If the City or Vendor receives notice of any claim or circumstances which could give rise to an indemnified loss under this Section 11, the receiving party shall give written notice to the other party within ten (10) days of receipt. The notice must include the following:
- (a) a description of the indemnification event in reasonable detail,
  - (b) the basis on which indemnification may be due, and
  - (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the ten (10) day period, it does not waive any right to indemnification except to the extent that Vendor is prejudiced, suffers loss, or incurs expense because of the delay.

11.8. Defense of All Other Claims

- 11.8.1. Assumption of Defense. Vendor shall be responsible for defending any and all claims made against it. In the event that City determines not to defend or oppose a legal claim or challenge, Vendor may assume the City's defense of the claim at its own expense with counsel chosen by it that is reasonably

satisfactory to the City. Vendor shall then control the defense and any negotiations to settle the claim, subject to Section 11.8.2. Within thirty (30) days after receiving written notice of the indemnification request, Vendor must advise the City as to whether or not it will defend the claim. If Vendor does not assume the defense, the City shall assume and control its defense, and all City defense expenses constitute an indemnification loss.

11.8.2. Continued Participation. If Vendor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Vendor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Vendor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, (iv) would affect material terms of this Agreement. The City's failure to consent to any settlement to which its consent is required shall have no effect on Vendor's indemnification and defense obligations under the Agreement.

12.0 Independent Contractor This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Vendor is an independent contractor under this Agreement and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The Vendor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Vendor, which policies of Vendor shall not conflict with City, or United States policies, rules or regulations relating to the use of Vendor's funds provided for herein. The Vendor agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Vendor and the City and the City will not be liable for any obligation incurred by Vendor, including but not limited to unpaid minimum wages and/or overtime premiums.

13.0 Assignments; Amendments This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by either

party, including without limitations purchases of controlling interest in Vendor or merger, without the prior written consent of the other party.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- 14.0 No Contingent Fees Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or Violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 15.0 Notices Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail with return receipt requested or by a nationally recognized overnight courier service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the VENDOR and the CITY designate the following as the respective places for giving of notice:

City:

City of Riviera Beach  
Attn: City Manager  
600 W. Blue Heron Blvd.  
Riviera Beach, FL 33404  
Phone: (561) 845-4000

Vendor:

Brekford Corp.  
7020 Dorsey Road  
Hanover, MD 21076  
Attention: Managing Director - ATEG  
Phone: (443) 557-0200

- 16.0 Audit Rights Each of parties hereto shall have the right to audit the books and records of the other party hereto (the "Audited Party") solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours' prior notice to the Audited Party, at mutually convenient times and during the Audited Party's normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the non-Audited Party. In the event any such

audit establishes any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall, and in the event that any such audit establishes that the Audited Party has underpaid any payment by more than twenty five percent (25%) of the amount of actually owing, the cost of such audit shall be borne by the Audited Party. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, non-Audited Party shall promptly refund to the Audited Party the amount of the excess.

- 17.0 Dispute Resolution Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 17.0, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to binding or nonbinding arbitration or mediation.
- 18.0 Binding Authority Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement 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 Agreement.
- 19.0 Headings Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this Agreement.
- 20.0 Exhibits Each Exhibit referred to in this Agreement forms an essential part of this Agreement.
- 21.0 Waiver Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.
- 22.0 Legal Representation It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

23.0 Severability If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law, except that this provision shall not be deemed to deprive any party of any legal remedy, including termination.

24.0 Insurance

24.1. Throughout the term of this Agreement, the Vendor agrees to maintain in force at their own expense insurance as follows:

24.1.1. Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability

- A. Bodily Injury/Property Damage
  - 1. Each Occurrence \$1,000,000
  - 2. Annual Aggregate \$1,000,000
- B. Personal Injury
  - 1. Annual Aggregate \$1,000,000

24.1.2. Worker's Compensation Insurance shall be maintained during the life of this contract to comply with Florida statutory limits for all employees. The following limits must be maintained:

- A. Worker's Compensation Statutory
- B. Employer's Liability \$100,000 each accident  
\$500,000 Disease-policy limit  
\$100,000 Disease-employee

If Vendor claims to be exempt from this requirement, Vendor shall provide City proof of such exemption along with a written request for City to exempt Vendor, written on Vendor letterhead.

24.1.3. Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

- A. Bodily Injury and Property Damage combined single limit

- |    |                  |             |
|----|------------------|-------------|
| 1. | Each Occurrence  | \$1,000,000 |
| 2. | Annual Aggregate | \$1,000,000 |

24.1.4. Professional Liability - \$1,000,000.

24.1.5. Vendor shall name the City as an additional insured, on each of the policies required herein, with the exception of the Vendor's Automobile Liability, Worker's Compensation and Professional Liability policies, and shall hold the CITY harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder, except to the extent such damages are incurred as a result of City's negligence.

24.1.6. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of this Agreement. These Certificates shall contain a provision that coverage's afforded under these policies will not be canceled until at least forty five (45) days prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must not be less than "A-VI." Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The City may withhold any payment due to the Vendor under this Agreement if Vendor fails to maintain all required insurance under this Agreement and until proof of such insurance is provided to the City.

24.1.7. Any insurance required of Vendor pursuant to this Agreement must also be required by any sub-contractor of Vendor in the same limits and with all requirements as provided herein, including naming the City as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the Vendor and provided proof of such coverage is provided to City. The Vendor and any sub-contractor of Vendor shall maintain such policies during the Term of this Agreement.

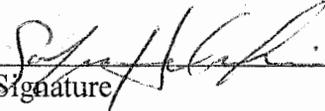
- 25.0 Governing Law This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.
- 26.0 Extent of Agreement This Agreement represents the entire and integrated agreement between the City and the Vendor and supersedes all prior negotiations, representations or agreements, either written or oral.
- 27.0 Attorney's Fees All parties shall be responsible for their own attorney's fees, court costs and expenses if any legal action or proceeding is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.
- 28.0 Counterpart Execution This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.
- 29.0 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.
- 30.0 Public Entity Crimes Vendor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Vendor will advise the City immediately if it becomes aware of any violation of this statute.
- 31.0 Most Favored Governmental Entities The Vendor agrees that if, after the Effective Date of this Agreement, it enters into an agreement for the same or substantially similar scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, that the City determines is/are more favorable than the terms in this Agreement, the City may provide Vendor with written notice explaining how the new agreement is for the same or substantially similar services and how the new agreement contains terms

or conditions that are more favorable than the terms in this Agreement and request to negotiate an amendment to this Agreement (a "New Agreement Notice"). The parties shall act in good faith to negotiate an amendment to this Agreement that addresses, in a manner that is fair and equitable to both parties, the matters raised by the City in the New Agreement Notice. If the parties fail to reach agreement upon an amendment within thirty (30) days of the New Agreement Notice, then the City shall have the right to terminate this Agreement without penalty or early termination fee, subject to the terms and conditions of Section 7.3 of this Agreement, by providing thirty (30) days advance written notice to the Vendor.

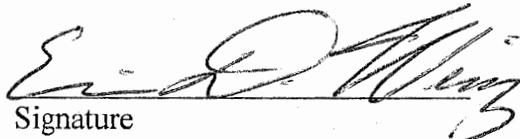
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SIGNATURE PAGE TO FOLLOW

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above to this Agreement for the Red Light Enforcement Program.

**WITNESSES:**

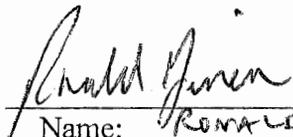
  
Signature

Sofia Hatzidakis  
Print Name

  
Signature

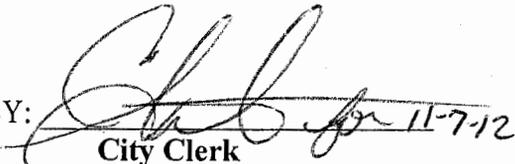
Eric D. Weisz  
Print Name

**Brekford Corporation**

BY:  10/23/12  
Name: RONALD GIVEN  
Title: DIRECTOR OF OPERATIONS

[Corporate Seal]

**ATTEST:**

BY:  11-7-12  
City Clerk  
**CARRIE E. WARD, MMC**

**CITY OF RIVIERA BEACH**

BY:   
**Thomas Masters,**  
**Mayor**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

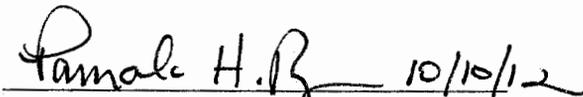
BY:  10/10/12  
City Attorney

EXHIBIT "A"  
Designated Locations

The location of the approaches for placement of photo enforcement equipment shall be determined by the Vendor, the City Manager and the City Police Department. All locations shall comply with the requirements of the State Law and are subject to final written approval by the City Manager, in his or her sole discretion. The decision of the City Manager may be reviewed by the City Council at the request of the Vendor or the City Council.

Brekford will provide the City with video validation of candidate sites to assist the City Manager and Police Department in their determination.

Within sixty (60) days of the effective date of this Agreement, the Vendor will identify a minimum of four (4) approaches to be installed.

Vendor will complete all aspects of initial implementation for the first approach as set forth in the implementation plan referenced in Exhibit "B" within one hundred fifty (150) days of the Effective Date.

The City Manager and Police Department and Vendor will periodically review installed equipment at selected approaches. The City Manager may request the relocation of a camera, at Vendor's cost, based upon this review; provided, however, that if the City Manager requests the relocation of a camera fewer than twelve (12) months after the installation of that camera, the City shall bear the cost of such relocation (unless Vendor agrees to waive such cost), and if the parties cannot agree on a suitable alternative location the installed equipment may be removed.

Additional approaches may be installed after video validations of candidate sites and approval of the City Manager.

EXHIBIT "B"  
Construction and Installation Obligations

Timeframe for Installation: Vendor System

Vendor will have each specified intersection installed and activated in phases in accordance with an implementation plan to be mutually agreed to by Vendor and City pursuant to Exhibit "A"

Vendor will use reasonable commercial efforts to install Vendor System in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

1. Vendor Obligations. Vendor shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Vendor's sole expense):
    - 1.1. Appoint the Vendor Project Manager and a project implementation team consisting of between one (1) and four (4) people to assist the Vendor Project Manager;
    - 1.2. Request current "as-built" electronic engineering drawings for the Designated Locations (the "Drawings") from the City Engineer;
    - 1.3. Develop and submit to the City for approval construction and installation specifications in reasonable detail for the Designated Locations, including but not limited to specifications for all radar sensors, pavement loops, electrical connections and traffic controller connections, as required; and
    - 1.4. Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Location (collectively, the "Approvals"), which will include compliance with City permit applications. In the event there is a cost associated with acquiring these approvals other than permit or recording fees (which shall be the responsibility of the Vendor), the parties will address responsibility for such costs on a case-by-case basis. It is anticipated that all locations will require a City permit and Vendor acknowledges that the permit fee is approximately 2% of the project value.
    - 1.5. Seek rights from private property owners, as necessary for the placement of System Equipment at Designated Locations where Governmental Authorities have jurisdiction over the Designated Location and adjacent rights of right of way, and which such Governmental Authority denies authority to Vendor for the installation of its equipment. In the event there is a cost associated with acquiring these rights other than permit or recording fees (which shall be the responsibility of the Vendor), the parties will address responsibility for such costs on a case-by-case basis.
-

- 1.6. Finalize the acquisition of the Approvals; Vendor acknowledges that City permit approvals can take up to 45 days and County or DOT permit approvals can take up to 90 days.
- 1.7. Submit to the City a public awareness strategy for the City's consideration and approval, which strategy shall include media and educational materials for the City's approval or amendment according to the Vendor proposal (the "Awareness Strategy");
- 1.8. Develop the Red Light Violation Criteria in consultation with the City, consistent with the State Law and this Agreement;
- 1.9. Develop the Enforcement Documentation for approval by the City, consistent with the requirements of the State Law; provided, however, that the City shall provide Vendor with a form of Traffic Citation, with the understanding that some modifications may be necessary to enable use with Vendor's systems or to comply with the State Law;
- 1.10. The City and Vendor acknowledge that, under the State Law, Traffic Citations will be adjudicated in court and that Vendor may be required to incur costs to develop an interface with the court system. The Vendor shall be responsible for its own development costs for any such interface. The City and Vendor shall address any development costs charged by the court or a third party vendor on a case by case basis;
- 1.11. Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Locations (under the supervision of the City);
- 1.12. Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Locations, including but not limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations;
- 1.13. Install and test the functionality of the Designated Locations with the Vendor System and establish fully operational Violation processing capability with the Vendor System;
- 1.14. Implement the use of the Vendor System at each of the Designated Locations;
- 1.15. Deliver laptops and monitor (detailed list below) to the City;
- 1.16. Unless modified by State Law or by written Business Rules approved by the City, the Vendor will within five (5) business days of the alleged observed violation, place the alleged violation within the Violation Queue

for review by the City's Authorized Employee for a determination of whether a Notice of Violation should be issued;

- 1.17. Unless modified by State Law or by written Business Rules approved by the City, the Vendor will, upon approval by the Authorized Employee, issue Notices of Violation within five (5) business days;
- 1.18. If the Civil Penalty is unpaid or the recipient of the Notice of Violation does not file an affidavit of non-responsibility that does not meet the requirements of the State Law within the time set forth in the State Law, then within sixty (60) days after the alleged observed violation, the Vendor will automatically issue, by certified mail, a uniform traffic citation, based upon the prior Authorized Employee approval of the Notice of Violation;
- 1.19. Obtain access to the records data of the Department of Motor Vehicles in Vendor's capacity as needed for the Red Light Enforcement Program; and,
- 1.20. Vendor shall provide training for personnel of the City, including, but not limited to, the persons who City shall appoint as Authorized Employees and other persons involved in the administration of the Red Light Enforcement Program, regarding the operation of the Vendor System and the Red Light Enforcement Program. This shall include training with respect to the Vendor System and its operations, strategies for presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation;
- 1.21. Interact with court and judicial personnel regarding the implementation of the Vendor System for hearings on Traffic Citations, the development of a subpoena processing timeline that will permit the offering of Violations Data in hearings and judicial proceedings, and coordination between Vendor, the City and the applicable court; and
- 1.22. Provide reasonable public relations resources and media materials to the City in the event that the City elects to conduct a public launch of the Red Light Enforcement Program.
- 1.23. Notice of Violation processing, including receipt of payments, and Traffic Citations.
- 1.24. Notice to Motorists. Not less than thirty (30) days prior to the issuance of Notices of Violations from a newly installed camera at an approved intersection, Vendor will provide temporary sign notification at no cost to the City, approved by the City's Police Department and Engineer, for the purpose of providing notice to motorists of the activation date. Signs will provide notice of the presence of cameras and the activation date. Additionally, Vendor shall coordinate public relations efforts with the City, including assisting the City with press releases and other public information items, the

costs of which shall be Vendor's responsibility, as may be decided to be necessary by the parties for each camera. All signage must also comply with any requirements of the State Law or other state regulations or policies.

- 1.25. Vendor will deliver and install, as proposed, three (3) Panasonic CF-53 laptop computers and a 52" to 60" Panasonic Monitor to be used for the review of violations and live video streams. Equipment remains the property of Vendor and will be upgraded or replaced as necessary should the contract extend beyond initial Term. Vendor will supply one (1) additional laptop if the number of approaches equals or exceeds sixteen (16) and two (2) additional laptops if the number of approaches equals or exceeds twenty (20). The maximum number of laptops to be provided is five (5).

2. CITY OBLIGATIONS. The City shall do or cause to be done each of the following (in each case, unless otherwise stated below, at City's sole expense):

- 2.1 Appoint the Project Manager;

- 2.2 Assist Vendor in obtaining the Drawings from the relevant Governmental Authorities;

- 2.3 Notify Vendor of any specific requirements relating to the construction and installation of any Designated Locations or the implementation of the Red Light Enforcement Program;

- 2.4 Assist and cooperate with Vendor in seeking the Approvals, including, but not limited to, executing all documents that may be necessary or desirable in order to obtain the Approvals;

- 2.5 Provide reasonable access to the City's properties and facilities in order to permit Vendor to install and test the functionality of the Designated Locations and the Red Light Enforcement Program;

- 2.6 Provide reasonable access to the personnel of the City and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;

- 2.7 Seek approval or amendment of Awareness Strategy and provide written notice to Vendor with respect to the quantity of media and program materials (the "Materials") that the City will require in order to implement the Awareness Strategy;

- 2.8 Assist Vendor in developing the Red Light Violation Criteria consistent with the State Law and this Agreement; and

- 2.9 Seek approval of the Enforcement Documentation.

2.10 The City shall, on a form provided by Vendor, provide verification to the Florida Department of Law Enforcement ("FDLE") indicating that Vendor is acting as an Agent of the City for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. § 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law. All Vendor personnel reviewing the vehicle ownership data shall be current in CJIS Online certification as prescribed by FDLE. The Vendor shall not view or store any Hot File information on behalf of the City and shall comply with all other applicable restrictions on access to and dissemination of information obtained by Vendor via FDLE as required by FDLE. Vendor shall obtain the vehicle ownership data via NIets and the FCIC II Message Switch Board on behalf of the City and shall comply with access and dissemination policies for any information obtained via query processed through the FCIC II Message Switch.

2.11 At the City's sole discretion, City may allow Vendor to access power from existing power sources at no cost to City and may allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within the City's jurisdiction. Vendor acknowledges that access to power and signal cabinets may require approval from Florida Power and Light, Florida Department of Transportation or Palm Beach County Traffic Engineering Division, as necessary. Vendor acknowledges that metered power will likely be required and it is Vendor's responsibility to coordinate with Florida Power and Light to obtain lines and meters for Vendor Equipment.

2.12 Unless modified by State Law or by written Business Rules approved by the City, the Authorized Employee shall process each potential violation in accordance with State Laws and/or City Ordinances and notify Vendor within five (5) business days of its appearance in the Notice of Violation Review Queue, determine which violations will be issued as Notices of Violation or as soon as reasonably practical in the event of technical difficulties, power outages, or other circumstances beyond the City's control, or with the consent or approval of Vendor for extension.

2.14 City shall provide access to the internet for the purpose of connecting Vendor provided laptops to process violations and adjudications.

2.15 For optimal data throughput, Police Department / Adjudication workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater. Vendor will coordinate directly with the City's Information Technology (IT) Department on installation and implementation of the computerized aspects of the program.

2.16 Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by the Vendor.

2.17 In the event that remote access to the Vendor's system is blocked by City's network security infrastructure, the City's IT Department and the Vendor shall coordinate to facilitate appropriate communications access while maintaining required security measures.

## EXHIBIT "C"

### Maintenance

1. All repair and maintenance of Red Light Enforcement Program systems, Vendor System and related equipment will be the sole responsibility of Vendor, including but not limited to maintaining the casings of the cameras included in the Vendor System and all other Equipment in reasonably clean and graffiti-free condition. Vendor will also maintain Vendor owned laptops and monitor supplied to the City for operation of the program, except in cases of misuse, abuse, loss, or damage by City personnel.
2. Vendor shall not open the Traffic Signal Controller Boxes without a representative of Palm Beach County Traffic Engineering present if required by the City and/or Palm Beach County.
3. The provision of all necessary communication, broadband and telephone services to the Designated Locations will be the sole responsibility of the Vendor.
4. The provision of all necessary electrical services to the Designated Locations will be the sole responsibility of the Vendor.
5. In the event that images of a quality suitable for the Authorized Employee to identify Violations cannot be reasonably obtained without the use of flash units, Vendor shall provide and install such flash units.
6. The Vendor Project Manager (or a reasonable alternate) shall be available to the City's Project Manager each day.
7. Vendor shall ensure that all equipment that it provides pursuant to this Agreement meets the specifications, if any, adopted by the Florida Department of Transportation pursuant to Section 316.07456.
8. Vendor shall repair or replace any damaged equipment with 72 hours from the time of notification by the City and Vendor shall keep required replacement parts in Palm Beach County.
9. All daily maintenance and support will be provided with a log of all actions.
10. Monthly maintenance reports will be provided to the City.
11. The Vendor will continuously monitor systems to ensure the system in operating the maximum number of hours.

## EXHIBIT "D"

### Violation Processing

1. All Violations Data shall be stored on the Vendor System;
  2. The Vendor System shall process Violations Data gathered from the Designated Location into a format capable of review by the Authorized Employee via the Vendor System;
  3. The Vendor shall make the initial determination that the image meets the requirements of the Ordinance and this Agreement, and is otherwise sufficient to enable the City to meet its burden of demonstrating a violation of the Ordinance. If the Vendor determines that the standards are not met, the image shall not be processed any further. Vendor shall not process any right-hand turn violations until directed by City Manager.
  4. The Vendor System shall be accessible by the Authorized Employee through a virtual private network in encrypted format by use of a confidential password on any computer equipped with a high-speed internet connection and a web browser;
  5. Vendor shall provide storage capabilities for the City to store Violations identified for prosecution for a period of time of not less than four (4) years after final disposition of a case;
  6. Unless modified by State Law or by written Business Rules approved by the City, the Vendor shall provide the Authorized Employee with access to the Vendor System for the purposes of reviewing the pre-processed Violations Data within five (5) days of the gathering of the Violation Data from the applicable Designated Locations, and as to the issuance of Traffic Citations, within five (5) days of the expiration of the time frame under the State Law when a recipient of a Notice of Violation fails to pay the penalty or submit an affidavit of non-responsibility that satisfied the requirements of the State Law;
  7. Unless modified by State Law or by written Business Rules approved by the City, the City shall cause the Authorized Employee to review the Violations Data and to determine whether a Notice of Violation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination to Vendor using the software or other applications or procedures provided by Vendor on the Vendor System for such purpose within five (5) days of the Violation Data being placed by Vendor in the Notice of Violation Review Queue. Vendor will automatically issue, by certified mail, a uniform traffic citation, based upon the prior Authorized Employee approval of the Notice of Violation. THE VENDOR HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE NOTICES OF VIOLATION AND TRAFFIC CITATIONS SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED
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EMPLOYEE AND SHALL BE MADE IN SUCH AUTHORIZED EMPLOYEE'S SOLE DISCRETION CONSISTENT WITH STATE LAW (AN "ISSUANCE DECISION"), AND IN NO EVENT SHALL VENDOR HAVE THE ABILITY OR AUTHORIZATION TO MAKE AN ISSUANCE DECISION;

8. Unless modified by State Law or by written Business Rules approved by the City, the Vendor shall print and mail a Notice of Violation within thirty (30) days of the alleged observed violation. Vendor will automatically issue, by certified mail, a uniform traffic citation, based upon the prior Authorized Employee approval of the Notice of Violation;
9. Vendor shall provide a toll-free telephone number, at its sole expense, for the purposes of answering citizen inquiries;
10. Vendor shall permit the Authorized Employee to generate monthly reports using the Vendor Standard Report System;
11. Upon Vendor's receipt of a written request from the City and in addition to the Standard Reports, Vendor shall provide, without cost to the City, reports regarding the processing and issuance of Notices of Violation, the maintenance and downtime records of the Designated Locations and the functionality of the Vendor System with respect thereto to the City in such format and for such periods as the City may reasonably request, without cost to the City;
12. Upon Vendor's receipt of a written request from the City at least fourteen (14) calendar days in advance of a hearing, Vendor shall provide expert witnesses for use by the City in prosecuting Traffic Citations at no cost to the City;
13. Vendor shall provide such training to City personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the City with respect to the Red Light Enforcement Program. However, if a specific case requires testimony on the technical aspects of the equipment, upon City's request Vendor shall provide the City with an expert in the hearing in that case at no cost to the City;
14. Vendor shall prepare and provide to City a Notice of Violation form that complies with the requirements of the State Law. Vendor shall also provide to City a form of affidavit for use by owners of motor vehicles who claim an exemption under Section 316.083 and shall make that affidavit available to owners through an internet location or upon telephone or written request by an owner who has received a Notice of Violation or Traffic Citation. Vendor agrees that the City shall have the right to review and approve the form Notice of Violation and affidavit prior to their use, and that in the event City determines additional information should be included in the forms prior to their use or after implementation, Vendor shall modify the forms, at its sole expense, to comply with those requirements, subject only to space limitations on the notice paper. City shall provide a Traffic Citation form to Vendor with the understanding that some modifications may be necessary to enable use with Vendor's systems and to comply with the State Law;

15. Vendor will establish a demand deposit account bearing the title, "Brekford Corp., as agent for City" at Bank of America. All funds collected by Vendor on behalf of the City will be deposited in this account and transferred by wire the second business day of each week to the City's primary deposit bank. The City will identify the account to receive funds wired from Bank of America. If desired, City will sign a W-9 and blocked account agreement, to be completed by the City, to ensure the City's financial interest in said Bank of America account is preserved.
16. Vendor may in accordance with applicable law charge, collect, and retain a convenience fee of \$4.00 each for electronic payments processed. Such fee is paid by the violator and shall be in addition to the penalty assessed under State law. The City shall have no liability or responsibility related to such a convenience fee.

**EXHIBIT "E"**  
**COMPENSATION AND PRICING**

1.0	<b><u>Description of Pricing</u></b>	<b>Fee</b>
	Fees are based on per Camera and are as follows:	
	Flat Fee per Standard Camera per Month	\$4,300
	Flat Fee per Flashless Camera per Month	\$4,400
	Optional Streaming Capability per Approach per Month	\$100

Above pricing applies to the 1<sup>st</sup> 10 approaches. For approaches 11 through 20, a volume discount of \$300 per camera per month is applied. For approaches 21 and beyond, an additional \$300 volume discount is applied. For the sake of clarity, after camera number 11 is installed, the fee for all cameras shall be \$4,000 (Standard) and \$4,100 (Flashless). After camera number 21 is installed, the fee for all cameras shall be \$3,700 (Standard) and \$3,800 (Flashless). Volume discounts shall apply to this agreement as well as all related piggyback agreements.

**Service Fees Include:** Fee includes all costs required and associated with camera system installation, maintenance and on-going field and back-office operations. Includes red-light camera equipment for a 4-lane approach with up to two (2) signal phases, installation, maintenance, violation processing services, DMV records access, mailing of Notice of Violation in color with return envelope, lockbox and epayment processing services, call center support for general program questions and public awareness program support and any other requirement or responsibility of Vendor under the Agreement unless specifically set forth in the Agreement.

**Postage:** All First Class and Certified Mail postage is included in the Flat Fee. Vendor may invoice the City for the increased postage actually paid by the Vendor in connection with this agreement. Published postal rates on the effective date of this agreement will be considered as the baseline.

Exhibit "F"

Additional Rights and Obligations

Vendor and the City shall respectively have the additional rights and obligations set forth below:

1. Vendor shall assist the City in public information and education efforts, including but not limited to the development of artwork for utility bill inserts, press releases and schedules for any public launch of the Red Light Enforcement Program.
2. The Vendor shall be solely responsible for the fabrication and installation of any signage, notices, or other postings required pursuant to any law, rule, or regulation of any Governmental Authority ("Signage"), including, but not limited to, the State Law, the City and County Ordinances, State Statutes, and Florida Department of Transportation (FDOT) Regulations and shall assist in determining the placement of such Signage. Vendor shall be responsible for obtaining all necessary approvals from Governmental Authorities.
3. The Vendor Project Manager and the City Project Manager or designee shall confer on a weekly basis for the initial three (3) months of the Term of this Agreement, and on a monthly basis for the remainder of the Term, at such times and places as the Vendor Project Manager and the City Project Manager shall mutually agree.
4. The City shall not access the Vendor System or use the Red Light Enforcement Program in any manner other than prescribed by law and which restricts or inhibits any other Person from using the Vendor System or the Red Light Enforcement Program with respect to any Designated Location constructed or maintained by Vendor for such Person, or which could damage, disable, impair or overburden the Vendor System or the Red Light Enforcement Program, and the City shall not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the Vendor System, or (iii) any materials or information not intentionally made available by Vendor to the City by means of hacking, password mining or any other method whatsoever, nor shall the City cause any other Person to do any of the foregoing.
5. The City shall maintain the confidentiality of any username, password or other process or device for accessing the Vendor System or using the Red Light Enforcement Program.
6. Each of Vendor and the City shall advise each other in writing with respect to any applicable rules or regulations governing the conduct of the other on or with respect to the property of such other party, including but not limited to rules and regulations relating to the safeguarding of confidential or proprietary information, and when so advised, each of Vendor and the City shall obey any and all such rules and regulations.

7. The City shall promptly reimburse Vendor for the cost of repairing or replacing any portion of the Vendor System, or any property or equipment related thereto, damaged solely and directly by the City, or any of its employees, contractors or agents. In all other instances, such costs shall be solely the Vendor's costs.
8. Vendor acknowledges that it is aware of the retention responsibilities for the records created by the services it provides to the City pursuant to this Agreement, and will maintain the public records of the program consistent with the requirements of Florida's public records law.

Exhibit "G"

Future Services

At any time during the term of the Agreement, the City may request that the Vendor provide certain notification, payment processing, cashier support, treasury and lockbox, and reporting services with respect to other receivables due the City, such as receivables due in respect of other municipal infractions. The terms and conditions of any such additional services may be included within this Addendum or set forth in a separate written document, agreement, or subsequent addendum.

RESOLUTION NO. 130-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ESTABLISHING A POLICY FOR HANDLING CERTAIN WATER COMPLAINTS OF UTILITY CUSTOMERS; PROVIDING DIRECTION TO THE CITY MANAGER TO ESTABLISH A PERMANENT WATER RESOLUTION PROCESS; PROVIDING FOR OTHER PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Riviera Beach and the Riviera Beach Utility Special District ("Utility District"), have received complaints from water customers relating to unexplained spikes in their water usage; and

**WHEREAS**, staff has been unable to consistently resolve discrepancies in water usage in a timely manner; and

**WHEREAS**, the time lapse is a burden on the customer because discrepancies can be more than two times the annual average usage resulting in extraordinary billings; and

**WHEREAS**, the City Council finds it to be in the best interests of City to estimate a customer's utility usage should unexplained spikes occur, and to provide for a modified billing procedure as outlined below until the discrepancies can be resolved.

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

**SECTION 1.** That a "Policy for Handling Certain Water Complaints of Utility Customers" is hereby established and shall be as follows.

- (1) When a utility customer raises a complaint to the City or Utility District that the water and/or sewer portion of its utility bill is 100% or more above the average monthly usage for the prior calendar year, then the Utility Billing Division of the City shall immediately investigate the complaint, and the customer shall be instructed to pay an amount equal to the prior month's bill. Utility Billing shall then estimate the customer's ongoing monthly bill by averaging the last 12 months water usage as a basis, and bill that amount for water and sewer service until the investigation is complete. Utility Billing shall not assess penalties or late fees during the resolution period as long as the customer continues to pay the estimated monthly utility bill while the investigation is being conducted.
- (2) If the investigation reveals that the customer has overpaid due to incorrect reported usage, then the billing shall be adjusted and payment shall be made as follows:

- a. If the overpayment is in excess of the average billing, then the customer shall have the option of either having the overpayment applied against the account or being reimbursed.
  - b. If the overpayment is less than the average billing, then the City shall apply a credit to the account.
- (3) If the investigation reveals that the customer was correctly charged, then the customer shall have the number of months that the charges were deferred to pay the deferred balance owed. Alternatively, the customer may enter into a repayment agreement with the City/Utility District.

**SECTION 2.** Nothing contained in this Policy shall be construed to violate the terms of any City or Utility District bond covenants. To the extent that there may be conflicts, the bond covenants shall be given priority and prevail.

**SECTION 3.** That the City Manager is hereby authorized to hire temporary employees to assist the City and/or Utility District with investigations or customer service in an effort to carry out this Policy.

**SECTION 4.** That the City Manager is directed to bring back, within 90 days, a comprehensive plan to establish a permanent process for dealing with utility customer complaints.

**SECTION 5.** That this resolution shall take effect immediately upon its passage and approval by the City Council.

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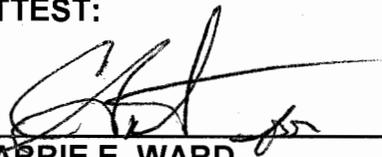
PASSED AND APPROVED this 7TH day of NOVEMBER, 2012.

APPROVED:

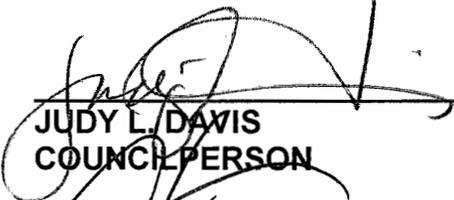
  
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THOMAS A. MASTERS  
MAYOR

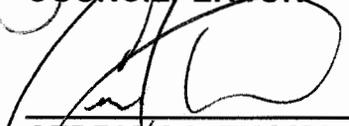
  
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CHAIRPERSON

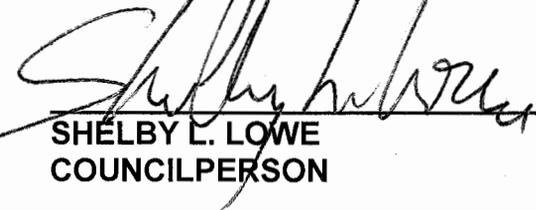
ATTEST:

  
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CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
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DAWN S. PARDO  
CHAIR PRO TEM

  
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JUDY L. DAVIS  
COUNCILPERSON

  
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CEDRICK A. THOMAS  
COUNCILPERSON

  
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SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

B. BROOKS AYE

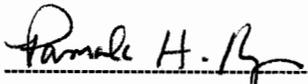
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 11/5/12