

RESOLUTION NO. 131-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY CLERK TO NOTICE AND PREPARE FOR THE GENERAL MUNICIPAL ELECTION; AS FOLLOWS: THE GENERAL ELECTION IS SCHEDULED FOR TUESDAY, MARCH 12, 2013; AND RUN-OFF ELECTION IF NECESSARY, TUESDAY, MARCH 26, 2013. THE MUNICIPAL ELECTIONS SHALL BE HELD WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY BETWEEN THE HOURS OF 7:00 AM - 7:00 PM TO FILL THE EXPIRED SEATS, TO WIT: MAYORAL DISTRICT; CITY COUNCIL DISTRICT ONE (1); CITY COUNCIL DISTRICT THREE (3); AND CITY COUNCIL GROUP FIVE (5); RESPECTIVELY; PROVIDING FOR THE USE OF VOTING EQUIPMENT; POLLING LOCATIONS, PROVIDING BALLOTS, ABSENTEE BALLOTS, AND PROVISIONAL BALLOTS IN SUCH ELECTIONS; APPOINTING A CITY OF RIVIERA BEACH CANVASSING BOARD; DECLARING AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Charter and the its Elections Code of Ordinance provides for Elections to be held on the second Tuesday in March of each year for the electorates to fill the vacant offices at such time; and at the March 2012 Election the electorates approve to amend the Charter to provide a three year term for the elected officials; as a result all expired seats will be filled for a three (3) year period effected upon certification of the election results; and

WHEREAS, if said offices are not filled at such time, the City Clerk shall continue with Run-off Election to be held on the fourth Tuesday in March, to fill the then expired seat(s) and the Candidate obtaining a majority of the vote cast of the electors voting in the Election in each district/group shall be deemed elected to such office; and

WHEREAS, on Tuesday, March 12, 2013 three (3) offices and the Mayoral office is required to be filled at the General Municipal Election.

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

SECTION 1. That the General Municipal Election shall be held and is hereby ordered to be held in the City of Riviera Beach, Palm Beach County, Florida, between the hours of 7:00 AM and 7:00 PM on the 12th day of March, 2013 for the purpose of

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electing qualified candidates as provided by law to fill the Mayoral office, City Council District One (1), City Council District three (3), and City Council Group Five (5).

SECTION 2. Candidates for City Council District One (1), City Council District Three (3), shall file within the district which they have continuously resided for one year, as of January 29, 2013. Candidates for the Mayoral seat and City Council group Five (5) shall file at large and have continuously resided within the municipal boundaries for one year as of January 29, 2013.

SECTION 4. The City Clerk is hereby authorized to designate polling locations within the municipal boundaries in accordance with applicable laws and state guidelines.

SECTION 5. The City Clerk is hereby authorized to coordinate and appoint sufficient staff to facilitate the 14 precincts within the municipal boundaries; schedule training for the election staff and establish a pay scale applicable to the duties and responsibilities of the Election staff.

SECTION 6. The City Clerk is authorized to enter into agreements with various property owners/managers to establish polling locations for the Municipal Elections.

SECTION 7. The City Council hereby authorizes the Mayor and City Clerk to execute the agreement for Vote Processing Equipment Use and Election services by and between the Palm Beach County Supervisor of Elections and to coordinate with Palm Beach County's Supervisor of Elections for use of the voting equipment, processing of absentee ballots, schedule training for the poll workers appointed by the City Clerk for said Elections.

SECTION 9. Immediately after closing of the polls on the day of said Elections, the clerks of each precinct shall verify the returns thereof to the City Clerk at the Municipal Complex, 600 West Blue Heron Blvd. The City Clerk accompanied by an assigned official Officer of the of the City of Riviera Beach shall deliver to the Palm Beach County Supervisor of Elections the returns for official results.

SECTION 10. In accordance with the City Election Code, the City Clerk hereby appoints the following to serve as members on the General Municipal Canvassing Board: City Clerk Carrie E. Ward; Deputy City Clerk Claudene Robinson-Anthony, Councilperson Dawn S. Pardo, and Councilperson Judy Davis. The Palm Beach County Supervisor of Elections shall be appointed as an additional member to the Riviera Beach Canvassing Board.

SECTION 11. The City Clerk is hereby authorized to call the City's Canvassing Board to convene to accept the certified results of the March 12, 2013 General Municipal Election, and hereby announces the convening of the City of Riviera Beach Canvassing Board to meet, Wednesday, April 3, 2013 at 6:00 pm. at the Municipal

SECTION 12. The City of Riviera Beach opts out of early voting for the 2013 General Municipal Election, if offered.

SECTION 13. This resolution shall take effect immediately upon its approval.

PASSED AND APPROVED this 5th day of December 2012.

APPROVED:



THOMAS A. MASTERS
MAYOR

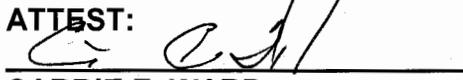


BILLIE E. BROOKS
CHAIRPERSON

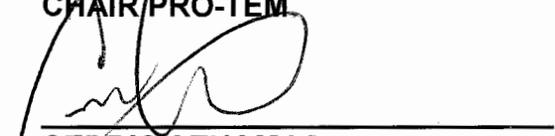
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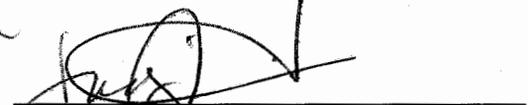
DAWN S. PARDO
CHAIR/PRO-TEM

ATTEST:


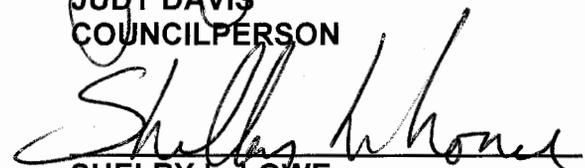
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



CEDRICK THOMAS
COUNCILPERSON



JUDY DAVIS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

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MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

B. BROOKS AYE

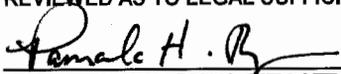
D. PARDO: AYE

C. THOMAS: AYE

J. DAVIS: AYE

S. LOWE: AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/3/12

RESOLUTION NO. 132-12

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 \$200,000 MATCHING GRANT AGREEMENT FOR FUTURE IMPROVEMENTS TO BICENTENNIAL PARK FROM THE NATIONAL PARK SERVICE LAND AND WATER CONSERVATION FUND (LWCF); AUTHORIZING THE FINANCE DIRECTOR TO ESTABLISH THE BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection (FDEP) provided municipalities with the opportunity to submit for grant money; and

WHEREAS, Riviera Beach Community Redevelopment Agency (CRA) on behalf of the City submitted an application for a Land and Water Conservation Fund (LWCF) matching grant to Florida Department of Environmental Protection (FDEP) in the amount of \$200,000 for improvements to Bicentennial Park; and

WHEREAS, The FDEP Division of Parks and Recreation notified the City that a \$200,000 LWCF matching grant for Bicentennial Park improvements was awarded to the City; and

WHEREAS, Bicentennial Park currently provides waterway access to the intra-coastal, including but not limited to, county parks such as Peanut Island and Phil Foster; and

WHEREAS, the \$200,000 match for the grant will be allocated from the City's Capital Expenditures Budget.

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

SECTION 1. The Mayor and City Clerk are authorized to execute the agreement (Exhibit A) for a Land and Water Conservation Fund (LWCF) grant administered by the Florida Department of Environmental Protection.

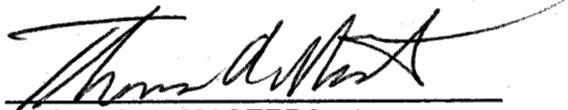
SECTION 2. The Finance Director is authorized to establish the budget for the \$200,000 LWCF matching grant.

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

PASSED and APPROVED this 5 day of December, 2012.

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APPROVED:



THOMAS A. MASTERS
MAYOR

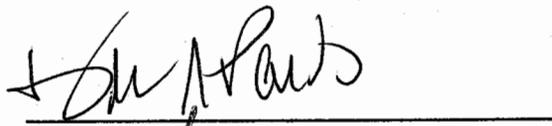


BILLIE E. BROOKS
CHAIRPERSON

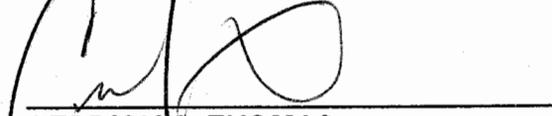
ATTEST:



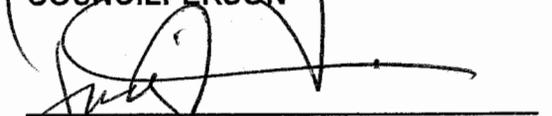
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



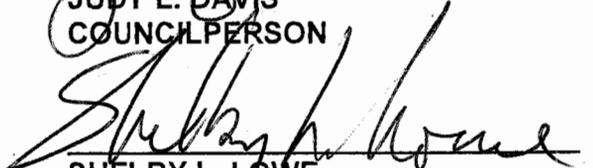
DAWN S. PARDO
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

Davis

SECONDED BY: C. THOMAS

Thomas

B. BROOKS AYE

D. PARDO AYE

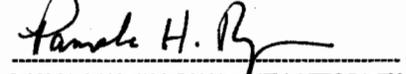
C. THOMAS AYE

J. DAVIS AYE

S. LOWE AYE

5/0.

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/3/12

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
LAND AND WATER CONSERVATION FUND PROGRAM
FY 2012 - 2013
PROJECT AGREEMENT - DEVELOPMENT

This Project Agreement is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter called the "Department"), and the City of Riviera Beach, whose address is 600 W. Blue Heron Boulevard, Riviera Beach, Florida, 33404 (hereinafter called the "Grantee"), a local government, in furtherance of the Bicentennial Park Improvements Project, an approved Outdoor Recreation Project.

WHEREAS, the Department receives funds from the U.S. Department of the Interior, National Park Service, for the purpose of passing through the agency as grants to other entities in accordance with Section 375.021(4), Florida Statutes; and,

WHEREAS, Chapter 375, Florida Statutes, further authorizes the Department to receive grants for Outdoor Recreation and conservation; and,

WHEREAS, the Grantee has submitted Project Application number 775, which has been approved by the Department.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Department and Grantee do hereby agree as follows:

1. This Project Agreement shall become effective upon execution by both parties and the Grantee shall complete construction of all Project Elements on or before January 23, 2015 (hereinafter referred to as the Project Completion Date). Within thirty (30) days from this project completion date, all payment requests and completion documentation will be due to the Department. The Project Agreement shall be performed in accordance with Chapter 62D-5, Part VII, Florida Administrative Code (F.A.C.), effective July 15, 2001 (hereinafter called the Rule); the Land and Water Conservation Fund (LWCF) Act of 1965, Public Law 88-578, 78 Stat 897, as amended, (hereinafter called the LWCF Act or the Program); and with general provisions for such agreements prescribed by the United States Department of the Interior (hereinafter called the USDO) in the LWCF Grants-in-Aid Manual, (hereinafter called the Manual) including the Code

of Federal Regulations (CFRs) referenced below. The Manual refers to the CFRs applicable to this Project Agreement. The following table identifies several of the key CFRs addressed in the Manual, but does not limit the Grantee to compliance with only the CFRs identified in the table.

CFR Cite	Title
36 CFR 59	Land and Water Conservation Fund Program Assistance to States; Post-Completion Compliance Responsibilities
36 CFR 800.8	Coordination With the National Environmental Policy Act
43 CFR 12	Administrative and Audit Requirements and Cost Principles for Assistance Programs
43 CFR 17	Nondiscrimination in Federally Assisted Programs of the Department of Interior

The Grantee agrees to become familiar with all provisions and comply with the Rule and Manual, including the above-stated provisions of the CFR, which are incorporated into this Project Agreement by reference, as if fully set forth herein. In the event a dispute should arise between the parties concerning the intent of any language herein contained, the same shall be resolved by the adoption of that meaning which furthers the intent and purpose of the Program and the general provisions governing this Project Agreement as set forth in the Manual. No construction shall be contrary to the requirements of any Act of Congress or of the regulations of the Secretary of the Interior. This Project Agreement shall be read in conjunction with the Rule. Unless defined herein, capitalized terms used in this Project Agreement shall have the same meaning as those set forth in the Rule.

2. The Department has found that public Outdoor Recreation is the primary purpose of the Project known as Bicentennial Park Improvements (Land and Water Conservation Fund, LWCF Project Number 12-00605), hereinafter called the Project, and enters into this Project Agreement with the Grantee for the Development of that Real Property identified in the Project Application, the legal description of which shall be submitted to the Department on the Land and Water Conservation Fund Program Approved Project Documentation Form, DEP Form FPS-A048. The approved Project Work Plan, which includes the Project Elements (description of Project, detailed budget, and anticipated deliverables) identified in the Project Application, is incorporated into this Project Agreement as **Attachment A, Project Work Plan**.
3. The Grantee shall construct, or cause to be constructed, specified public Outdoor Recreation Facilities and improvements consisting of the following Project Elements: **Multi-purpose field, picnic facilities, shaded playground, splash area, beach access, canoe/kayak launch, restrooms, landscaping, lighting and other related support facilities**, as identified in the Grantee's approved Project Application and Attachment A. These Project Elements may be modified by the Department if the Grantee shows good cause and the Department approves the modification. Any revisions to the Project Elements as set forth in the approved Project Work Plan must be formally requested by the Grantee and,

if agreed upon by the Department, the modifications will be reduced to writing in an amendment to this Project Agreement.

4. The Project Elements identified in paragraph 3 herein shall be designed and constructed substantially in accordance with the conceptual site Development plan contained in the approved Project Application and Attachment A. Project Site Facilities shall be attractive for public use, and generally consistent and compatible with the environment. Plans and specifications for Project Site improvements and Facilities shall be in accordance with current and established engineering and architectural standards and practices. Emphasis should be given to the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. This site Development plan may be altered by the Grantee, only after written approval by the Department. Any and all utility lines installed within the site shall be placed underground. The Grantee shall have the final site Development plan (site engineering and architectural) prepared by a registered architect or engineer licensed in accordance with the laws of the State of Florida.

5. A. As consideration for the services rendered by the Grantee under the terms of this Project Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$200,000.00 toward the total Project Cost described in the approved Project Work Plan. Program fund limits are based upon the following:

Total Grantee Amount	\$ <u>200,000.00</u> (paid by the Department)
Grantee Match Amount	\$ <u>200,000.00</u> (paid by the Grantee)
Total Project Cost	\$ 400,000.00
Type of Match	<u>Cash and/or In-Kind Services</u>

B. The Grantee shall submit a request for payment upon submittal of all documentation required in Attachment A. Within sixty (60) days after receipt of a request for payment from the Grantee, the Department's Grant Manager shall review the completion documentation and payment request from the Grantee for the Project. If the documentation is sufficient and meets the requirements of the Land and Water Conservation Fund Program Required Project Completion Documentation Form, DEP Form FPS-A051, referenced in Rule 62D-5.073(7)(e)2, F.A.C., the Department will approve the request for payment. A final payment request must be submitted to the Department no later than thirty (30) days from the Final Completion Date, to assure the availability of funds for payment. Each payment request submitted shall document all matching funds and/or Match efforts (i.e. In-Kind services) provided during the period covered by each request. The final payment will not be processed until the Match requirement has been met.

6. In addition to the invoicing requirements contained in paragraph 5.B. above, and

with the exception of the documentation required by paragraph 9 below, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Project Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Project Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>; allowable costs for Federal Programs can be found under 48 CFR Part 31 and Appendix E of 45 CFR Part 74, at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87(2 CFR, Part 225), A-122 (2 CFR, Part 230), A-21 (2 CFR, Part 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 CFR, Part 215) at: <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.

7. Reimbursement for travel expenses is not authorized under this Project Agreement.
8. The purchase of non-expendable equipment is not authorized under the terms of this Project Agreement.
9. Contractual (Subcontractors) - Payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Additionally, independent of the Grantee's contract obligations to the Subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorneys' fees other than title work, civil or administrative penalties, handling fees, such as set percent overages associated with purchasing supplies or equipment. All subcontracts are subject to the provisions of paragraphs 6, 29 and 30 and any other appropriate provisions of this Agreement which affect subcontracting activities.
10. The Grantee agrees to comply with the Division of Recreation and Parks' Financial Reporting Procedures, formerly known as the Grant and Accountability

Procedures (hereinafter called "the Procedure") incorporated into this Project Agreement by reference as if fully set forth herein. All purchases of goods and services for accomplishment of the Project shall be secured in accordance with the procurement requirements specified in 43 CFR 12.76. Expenses representing the Project Costs, including the required matching contribution, shall be reported to the Department and summarized on certification forms referenced in the Procedure. The Department and Grantee agree to use the Procedure guidelines in accounting for LWCF funds disbursed under the Project. The parties further agree that the principles for determining the eligible costs, supporting documentation and minimum reporting requirements of the Procedure shall be used.

11. Allowable indirect costs, as defined in the Procedure, shall not exceed 15% of the Grantee's eligible salaries/wages. Indirect costs that exceed 15% must be approved in advance and in writing by the Department to be considered eligible Project expenses.
12. Project funds may be reimbursed for eligible Preagreement Expenses (as defined in Rule 62D-5.069(31), F.A.C.) incurred by the Grantee prior to execution of this Project Agreement as set forth in Rule 62D-5.073(2), F.A.C. The Department and the Grantee fully understand and agree that there shall be no reimbursement of Project funds by the Department for any expenditure made prior to the execution of this Project Agreement with the exception of the following expenditures, which meet the requirements of the foregoing sections of the Rule.

Preagreement Expenses Approved:

Description of Work Performed	Amount Approved
N/A	\$0
Total Preagreement Expenses Approved:	\$0

13. A. Prior to commencement of Project Development, the Grantee shall submit to the Department the documentation required by the Land and Water Conservation Fund Program Required Project Commencement Documentation Form, DEP Form FPS-A050, referenced in Rule 62D-5.073(7)(e), F.A.C. Upon determining that the documentation complies with the Rule, the Department will give written notice to Grantee to commence the Development and approve the request for payment.
- B. Upon execution of this Project Agreement, the Grantee acknowledges the prior receipt of the LWCF Grants-in-Aid Manual, the Division of Recreation and Parks' Financial Reporting Procedures, and the required Project

commencement documents listed below that must be completed by the Grantee, if applicable, and returned to the Department within sixty (60) days following the execution date of this Project Agreement. This date may be extended upon written approval from the Department Grant Manager, who is authorized to sign such approval letters.

C. Required Project Commencement Documentation for Development Agreements:

1. A professional site plan (detail specifications not required). A graphic document of the proposed Development that shows the location of all existing and proposed buildings, Facilities, etc. that is signed and dated by the Project liaison. **If part of a larger simultaneous Development or part of a phased Project, please color code the current Project Elements and/or any phases/existing elements. (3 copies)**
 2. Commencement Certification (**Form FPS-A035**)
 3. A boundary survey of the Project Site, which includes a legal description and sketch of the site's boundaries, display known easements and encroachments, if any, be legally sufficient to identify the site, and must be signed and sealed by a professional surveyor and mapper licensed under provisions of Chapter 472, F.S. The boundary survey submitted must not be larger than 11in. x 17in. **(3 copies)**
 4. The results of a title search or opinion prepared by a member of the Florida Bar or Licensed title insurer of the Project area covering the thirty (30) year period prior to approval by Department Secretary, which attests to a clear title owned by the Grantee, with no liens, encumbrances or taxes held against the property or a copy of title insurance. **A warranty deed will not suffice.**
 5. If Land Value will be used as a Match, send either a copy of the taxed assessed value or a complete appraisal supporting fair market value of land utilized as Project matching funds. Appraisal must be no earlier than one year prior to the closing date of the submission period. **The appraisal must be prepared by an appraiser included on the list of approved appraisers maintained by the Department's Division of State Lands (DSL). (CALL 850-245-2658) (1 Copy)**
 6. Certification of Manual Possession (**Form FPS-A059**)
14. The Grantee shall obtain all required local, state and federal permits and approvals prior to commencement of Project construction and shall certify that it

has done so to the Department by completing the Land and Water Conservation Program Commencement Certification, DEP Form FPS-A052, referenced in Rule 62D-5.073(7)(e)(1), F.A.C.

15. The Grantee shall complete all Project construction as identified in Attachment A, by the completion date established in paragraph 1, above.
16. Project completion means the Project is open and available for use by the public. The Project must be verified to have reached Project completion prior to release of final reimbursement.
17.
 - A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Project Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Project Agreement and for five (5) years following Project Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
 - B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
18.
 - A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment B (Special Audit Requirements)**, attached hereto and made a part hereof. **Exhibit 1 to Attachment B** summarizes the funding sources supporting the Project Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment B**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager identified in paragraph 22, to request a copy of the updated information.
 - B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Project Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment B, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial

assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

- C. In addition, the Grantee agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment C**, attached hereto and made a part hereof, within four (4) months following the end of the Grantee's fiscal year. Attachment C shall be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.
19. Following receipt of an audit report identifying any reimbursement due the Department for the Grantee's noncompliance with this Project Agreement, the Grantee will be allowed a maximum of thirty (30) days to submit additional pertinent documentation to offset the amount identified as being due to the Department. The Department, following a review of the documentation submitted by the Grantee, will inform the Grantee of any reimbursement due the Department.
20. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. If the Grantee is self-funded for liability insurance, as appropriate and allowable under Florida law, then the Grantee warrants and represents that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee. The Department shall have no liability except as specifically provided in this Project Agreement.
21. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Project Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this Project and, in case any work is subcontracted, the Grantee shall require the subcontractor to similarly provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Project Agreement is not

protected under Florida Workers' Compensation law, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.

22. The Department's Grant Manager, as identified below, or his/her successor for the purpose of this Project Agreement shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The Grantee's Liaison Agent (also known as Grantee's Grant Manager), as identified in the Project Application, or successor, shall act on behalf of the Grantee relative to the provisions of this Project Agreement. The Grantee's Liaison Agent shall submit to the Department signed Project status reports three times per year, due on January 5, May 5, and September 5, summarizing the work accomplished, problems encountered, percentage of completion, and other information which may be requested by the Department. Photographs to reflect the construction work accomplished shall be submitted when the Department requests them. Any and all notices shall be deemed effective and sufficient if sent via U.S. mail, facsimile (fax), electronic mail, or by hand-delivery to the parties at the following addresses:

Grantee's Liaison Agent

Name: Mary McKinney, Director, Community Development or his/her Successor

Entity: City of Riviera Beach

Address: 600 W. Blue Heron Boulevard.

City, State, Zip: Riviera Beach, FL 33404

Phone: 561-845-4060

Fax:

Email: mmckinney@rivierabch.com

Department's Grant Manager

Name: Mary Ann Lee, or his/her Successor

Entity: Florida Department of Environmental Protection

Address: 3900 Commonwealth Boulevard, MS585

City, State, Zip: Tallahassee, Florida 32399-3000

Phone: (850) 245-2501

Fax: (850) 245-3050

Email: Mary.ann.lee@dep.state.fl.us

Any changes to the above-stated contact information must be noticed in writing to the other party within ten (10) days of the change.

23. Prior to final reimbursement, the Grantee must erect a permanent informational sign on the Project Site which credits Project funding or a portion thereof, from the Land and Water Conservation Fund Program through the USDO, the National Park Service, and the Department. The sign shall include the LWCF Program logo.
24. The Department and USDO have the right to inspect the Project and any and all records related thereto at any reasonable time.
25. This Project Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Project Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1) (a), Florida Statutes.
26. Prior to the closing of the Project, the Department shall have the right to demand a refund, either in whole or in part, of the LWCF funds provided to the Grantee for non-compliance with the material terms of this Project Agreement. The Grantee, upon such written notification from the Department, shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated and determined pursuant to Section 55.03(1) of the Florida Statutes. Interest shall be calculated from the date(s) of payment(s) to the Grantee by the Department to the date repayment is made by Grantee. After closing of the Project, the Grantee may not repay the funds but shall go through the conversion process described by the Manual and the Rule.
27. If the United States, acting through the USDO, the Secretary of the Interior, or any other branch of the government of the United States, acting within the scope of its lawful authority, should for any reason demand a refund from the Department, in whole or in part, of the funds provided to the Grantee under the terms of this Project Agreement, the Grantee, upon notification from the Department, agrees to pay the refund and will forthwith repay directly to the Department the amount of money demanded.
28. The Grantee shall comply with all federal, state and local laws, rules, regulations and ordinances in developing this Project. The Grantee acknowledges that this requirement includes compliance with all federal, state and local health and safety rules and regulations including all applicable building codes. The Grantee further agrees to ensure that, in the event work is subcontracted, the Grantee's contract will include the requirements of this paragraph in all subcontracts made to perform this Project Agreement.
29. The Grantee may subcontract work under this Project Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall

submit a copy of each executed subcontract to the Department within ten (10) days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

30. Competitive open bidding and purchasing for construction of said Project Facilities or improvements shall comply with all applicable laws and the Manual. Following completion of Project construction, the Grantee's Liaison Agent shall provide the Department with a statement certifying that all purchases or contracts for construction were competitively bid pursuant to applicable law and the Manual.
31. If asphalt paving is required for the Project, it shall conform to the Florida Department of Transportation's specifications for road and bridge construction. Bid specifications, contracts and/or purchase orders of the Grantee must specify thickness of asphalt and square yards to be paved.
32. By acceptance of the provisions of this Project Agreement, the Grantee does hereby agree to dedicate the Project Site and all land within the Project boundaries, identified in paragraph 2 herein, in perpetuity as an Outdoor Recreation site for the use and benefit of the public, as stated in Rule 62D-5.074(1), F.A.C. Execution of this Project Agreement by the Department shall constitute an acceptance of said dedication on behalf of the general public of the State of Florida. The Grantee represents that it has sufficient site control to enable this dedication. The dedication must be promptly recorded in the county's official public records by the Grantee and Grantee shall provide a certified copy to the Department.
33. The Grantee agrees to operate and maintain the Project Site as stated in Rule 62D-5.074(2), F.A.C. The Project Site, Project-related Facilities, and any future Outdoor Recreation Facilities developed on the Project Site shall be open to the general public for Outdoor Recreation use, maintained in accordance with applicable health and safety standards, and kept in good repair to prevent undue deterioration and provide for safe public use. The Grantee covenants that it has full legal authority and financial ability to develop, operate and maintain said Project-related Facilities and improvements as specified within the terms of this Project Agreement. The Grantee shall obtain Department approval prior to any and all current or future Development of Facilities on the Project Site, if said Development is not described in paragraph 3 herein.
34. The Grantee shall not, for any reason, convert all or any portion of the site for any purpose other than public Outdoor Recreation without prior approval of the

USDOJ and the Department pursuant to Section 6(1)(3) of the LWCF Act, the Manual, and Rule 62D-5.074(3), F.A.C.

35.
 - A. Failure to comply with the provisions of the Rule or the terms and conditions of this Project Agreement will result in termination of the Project Agreement by the Department. In the event of violation of the Rule or the provisions of this Project Agreement by Grantee, the Department shall provide thirty (30) days written notice of its intent to terminate. The written notice shall provide a reasonable amount of time to cure the violations; however, if the Grantee does not cure or obtain an extension of time within the time period stated in the notice, this Project Agreement shall be automatically terminated on the following calendar day.
 - B. The Department may terminate this Project Agreement when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. Notice shall be sent by the Grantee to the Department in writing indicating that the Grantee wishes to cancel the Project. The Grantee shall not incur new obligations for the Project after the notice is sent to the Department and shall cancel as many outstanding obligations as possible. The Department shall respond with a termination notice and, in such notice, shall set out the procedures for proper closeout of the Agreement. Once all closeout procedures have been fulfilled, the Agreement shall automatically terminate on the following calendar day.
 - C. If no reimbursements have been paid and Grantee wishes to withdraw the Project, the parties hereto may agree to terminate this Agreement for convenience as evidenced by written notice from the Department to the Grantee. The Grantee shall counter-sign the notice and the Agreement shall terminate on the date of Grantee's counter-signature.
36. In the event of conflict in the provisions of the Rule, the Project Agreement and the Project Application, the provisions of the Rule shall control over this Project Agreement and this Project Agreement shall control over the Project Application documents.
37. If the Department determines that site control is not sufficient under the Rule or has been compromised, the Department shall give the Grantee a notice, in writing, and a reasonable time to comply. If the deficiency cannot be reasonably corrected within the time specified in the notice, the Department shall terminate this Project Agreement.
38. In accordance with the LWCF Act, Program funds will be made available contingent upon an annual appropriation to each State by Congress. The State of Florida's performance and obligation to pay under this Project Agreement is contingent upon an annual appropriation of spending authority by the Florida

Legislature. The parties hereto understand that this Project Agreement is not a commitment of future appropriations.

39. A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit **Attachment D**, Form DEP 55-221, effective January 2001, "Disclosure of Lobbying Activities" (attached hereto and made a part hereof), and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. (43 CFR, Part 18)
- B. In accordance with section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Project Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
40. A. No person on the grounds of race, religion, creed, color, national origin, age, sex, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in the performance of this Project Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not: submit a bid on a contract to provide goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of Real Property to a public entity; award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
41. A. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or

subrecipients, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- B. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- C. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
42. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes, and other statutes that provide immunity to the Department or the State.
43. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the Category Two threshold amount provided in s. 287.017, Florida Statutes, for a period of 36 months from the date of being placed on the convicted vendor list.
44. In accordance with Executive Order 12549, Debarment and Suspension (2 CFR, Part 1400), the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless

authorized in writing by USDOT to the Department. The Grantee shall include the language of this section, in all subcontracts or lower tier agreements executed to support the Grantee's work under this Project Agreement.

45. This Project Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Project Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Project Agreement shall be prohibited or invalid under applicable Florida law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Project Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.
46. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Project Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
47. This Project Agreement is not intended nor shall it be construed as granting any rights, privileges or interest in any third party without mutual written agreement of the parties hereto.
48. The Grantee agrees to comply with, and include as appropriate in contracts and subgrants, the provisions contained in **Attachment E, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment F, Regulations**, attached hereto and made a part hereof, shall apply to this Project Agreement.
49. The federal funds awarded under this Agreement must comply with ***The Federal Funding Accountability and Transparency Act (FFATA) of 2006***. Prior to execution of this Project Agreement by the Department, the Grantee shall submit **Attachment G, Federal Funding Accountability and Transparency Act Form** which is attached hereto and incorporated herein. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. Grant Recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement.

50. This Project Agreement is an exclusive contract and may not be assigned in whole or in part without the prior written approval of the Department.
51. The parties hereto acknowledge and agree that the provisions contained in paragraphs 16, 23, 31, 32, and 33 shall extend beyond the end date of this Project Agreement, as established in paragraph 1.
52. This Project Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Project Agreement shall only be valid when they have been reduced to writing, duly executed by each of the parties hereto, and attached to the original of this Project Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Project Agreement to be duly executed, the day and year last written below.

FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

By: Mark Purr
Division Director
Division of Recreation and Parks
and State Liaison Officer
(or designee)

Date: 1/23/13

Address:
Office of Information and Recreation
Services (MS 585)
Division of Recreation and Parks
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

DEP Grant Manager

Approved as to form and legality for
use for one year by Reagan Russell,
Assistant General Counsel on
September 18, 2012.

Attachments:

- | | | |
|------------|---|--|
| Attachment | A | Project Work Plan (# Pages) |
| Attachment | B | Special Audit Requirements (5 Pages) |
| Attachment | C | Certification of Applicability to Single Audit Act Reporting (3 Pages) |
| Attachment | D | Disclosure of Lobbying Activities (2 Pages) |
| Attachment | E | Contract Provisions (4 Pages) |
| Attachment | F | Regulations (1 Page) |
| Attachment | G | Federal Funding Accountability and Transparency Act Form (4 Pages) |

City of Riviera Beach

By: Thomas A. Masters
Thomas A. Masters, Mayor

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

Date: 12/5/2012

FEID No.: _____

Address:
City of Riviera Beach
600 W. Blue Heron, Blvd.
Riviera Beach, FL 33404

Pamela H. Ryan
Pamala H. Ryan, City Attorney

**ATTACHMENT A to Project Agreement
LAND AND WATER CONSERVATION FUND PROGRAM
DEVELOPMENT
PROJECT WORK PLAN**

Project Name: Bicentennial Park Improvements

Grantee Name: City of Riviera Beach

Please list each project element along with its objective and estimated budget amount:

Project Element(s):

Picnic Facilities: Construct new covered picnic facilities for large group events at the park, including cooking, seating and eating areas. - \$ 100,000

Playground set: Install a new play ground unit that meets current playground safety compliance and ADA requirements for surfacing. - \$100,000

Interactive splash pad play area: Install a new water splash pad play area feature for children along with a parental supervision area. - \$40,000

Shade structure for playground equipment: Install new sail shades to provide sun protection while using the playground set. - \$60,000

Soccer Field: Construct a designated playing space that could be converted to a soccer or football field. - \$5,000

Football Field: Construct a designated playing space that could be converted to a soccer or football field. - \$5,000

Saltwater beach activity / enhanced beach access: Provide enhanced beach area access and open space to the public for beach use, enjoyment and activities. - \$5,000

Canoeing and canoe launch area: Provide a safe water access to the public to launch canoes. - \$5,000

Restroom buildings: To construct a new restroom facility that meets ADA requirements. - \$60,000

Landscaping elements (trees and shrubs combined): Landscape will be planted within the park and around facilities to provide a safe, inviting and beautiful open space for the public. - \$10,000

Light poles: To install new lighting in the park to ensure public safety. - \$5,000

Benches: Benches will be installed at optimal locations throughout the park for public enjoyment. \$4,000

Bike racks: Installed to promote bike use and accessibility to the park. - \$1,000

TOTAL: \$400,000

The project reimbursement is limited to one (1) invoice upon completion of all Project Elements shown above and submittal of all required documentation identified in the table below. Any changes to the Project Elements will require an amendment to this Agreement.

Commencement Documentation required prior to Reimbursement Request

ELEMENTS/WORK TO BE COMPLETED	ELEMENT BUDGET AMOUNT FOR REIMBURSEMENT	MATCH AMOUNT TO BE CLAIMED	DOCUMENTATION/DELIVERABLES TO BE SUBMITTED UPON COMPLETION BEFORE REIMBURSEMENT CAN BE APPROVED	
-Picnic Facilities	\$ 50,000	\$ 50,000	Project Completion Certification Final as-built site plan Florida Recreation and Parks Inventory Form Color Photographs of Project Notice of Limitation of Use Boundary Survey	
-Playground set	\$ 50,000	\$ 50,000		
-Interactive splash pad play area	\$ 20,000	\$ 20,000		
-shade structure for playground equipment	\$ 30,000	\$ 30,000		
-soccer field	\$ 2,500	\$ 2,500		
-football field	\$ 2,500	\$ 2,500		
-saltwater beach activity/enhanced beach access	\$ 2,500	\$ 2,500		
-canoeing and canoe launch area	\$ 2,500	\$ 2,500		
-restroom buildings	\$ 30,000	\$ 30,000		
-landscaping elements: trees and shrubs combined	\$ 5,000	\$ 5,000		
-light poles	\$ 2,500	\$ 2,500		
-benches	\$ 2,000	\$ 2,000		
-bike racks	\$ 500	\$ 500		
TOTAL FUNDING AMOUNT	\$ 200,000	\$ 200,000		

Performance Standard: Approval of deliverables is based upon review for compliance with the requirements for funding under the Land and Water Conservation Fund grant program; approved plans and application approved for funding.

Financial Consequences: Failure to meet the performance standard will result in the rejection of the invoice for reimbursement and claim for match.

INSTRUCTIONS FOR COMPLETING PROJECT WORK PLAN:

ELEMENTS/WORK TO BE COMPLETED: Identify ALL elements that will be completed under this Agreement.

ELEMENT BUDGET AMOUNT FOR REIMBURSEMENT: Must provide a budget for each element and identify the expense category and budget detail. Provide description of the costs as follows: **Salaries:** identify the position title/hourly rate/# of hours to complete the deliverable; **Fringe benefits:** identify the % used to calculate the fringe benefits; **Contractual Services:** identify what service will be paid for under the contract for services; **Equipment:** the purchase of equipment is not allowed under this Agreement, the rental of equipment is the only costs allowed that are associated with equipment; **Supplies and Materials:** identify what supplies/materials will be purchased; **Other costs:** identify what other costs are being requested (such as printing costs, other costs that do not fit into the other established cost categories (salaries, fringe benefits, equipment, supplies, indirect, contractual services); **Indirect Costs:** identify the percentage that is used for the indirect being claimed for reimbursement (cannot exceed 15% unless prior approval has been obtained by the Department)..

MATCH AMOUNT TO BE CLAIMED: The same level of detail must be provided for match as for reimbursement.

DOCUMENTATION/DELIVERABLES TO BE SUBMITTED UPON COMPLETION: All of these deliverables must be submitted before final reimbursement can be processed.

Completion Documentation required prior to Reimbursement

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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ATTACHMENT C

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

\$ _____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

\$ _____

CERTIFICATION STATEMENT:

I hereby certify that the above information is correct.

Signature

Date

Print Name and Position Title

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: Month/Year TO: Month/Year

NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

\$ _____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

\$ _____

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

Answer: No, you do not have to submit your audit unless you are over the threshold of \$500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT E

Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
21. **Compliance with the Drug Free Workplace Act.** The recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and DoC Implementing regulations published at 43 CFR Part 43, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" published in the Federal Register on November 26, 2003, 68 FR 66534), which require that the recipient take steps to provide a drug-free workplace.
22. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
23. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)** By accepting funds under this Agreement, the Grantee agrees to implement the requirements of (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).
24. **Compliance with the Americans with Disabilities Act (ADA) of 1990, Public Law 100-336, American with Disabilities act Accessibility Guidelines at 28 CFR 36 and the Americans with Disability Act Title II at 28 CFR 35.** By accepting funds under this Agreement, the Grantee agrees to comply with the provisions under the ADA regulations stated above.

25. **Registrations and identification information**, the Grantee agrees to maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active project funded with these funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

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**ATTACHMENT F
REGULATIONS**

Formal regulations concerning administrative procedures for Department of Interior (DOI) grants appear in Title 43 of the Code of Federal Regulations. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
General	
43 C.F.R. 17	Nondiscrimination in federally assisted programs of the DOI
Grants and Other Federal Assistance	
43 C.F.R. 12	Subpart C - Uniform administrative requirements for grants and cooperative agreements to state and local governments
43 C.F.R. 12	Subpart F - Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
43 C.F.R. 18	New restrictions on lobbying
43 C.F.R. 43	Governmentwide requirements for drug-free workplace
Other Federal Regulations	
2 C.F.R. 1400	Suspension and Debarment
48 C.F.R. 31	Contract Cost Principles and Procedures
Office of Management and Budget Circulars	
A-21 (2 CFR 220)	Cost Principles for Educational Institutions
A-87 (2 CFR 225)	Cost Principles for State, Local, and Indian Tribal Governments
A-122 (2 CFR 230)	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

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RESOLUTION NO. 133-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE GRANT FUNDS FROM THE BULLET PROOF VEST PARTNERSHIP GRANT PROGRAM (BVP); AUTHORIZING THE TRANSFER OF A REQUIRED CASH MATCH TOTALING \$23,900.60, FROM THE LAW ENFORCEMENT TRUST FUND – LOCAL; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET-UP A BUDGET FOR THE BVP GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bureau of Justice has established a Bullet Proof Vest Partnership Grant Program; and

WHEREAS, the grant program will fund request for funds to help purchase bulletproof vests for law enforcement officers during the fiscal year; and

WHEREAS, the City has been awarded grant funds in the amount of \$23,900.60, with a required cash match of \$23,900.60.

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 is authorized to accept grant funds in the amount of \$23,900.60 from the Bulletproof Vest Partnership Grant Program.

SECTION 2: The Director of Finance and Administrative Services is authorized to transfer the required case match of \$23,900.60 from the Law Enforcement Trust Fund – Local, which currently has a balance of \$83,733.43, and to set up a budget for the Bulletproof Vest Partnership Grant Program as follows:

Fund	Account Number	Account Description	Amount
Revenue	113-00-331200	Federal Grant	\$23,900.60
	150-00-358200	Transfer: LETF-Local – Cash Match	\$23,900.60
Expenditure	113-0818-521-0-5201	Bulletproof Vests	\$47,801.20
		TOTAL	\$47,801.20

RESOLUTION NO. 133-12
PAGE 2

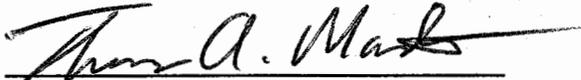
SECTION 3: This Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED this 5 day of December, 2012.

RESOLUTION NO. 133-12

PAGE 3

APPROVED:



THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



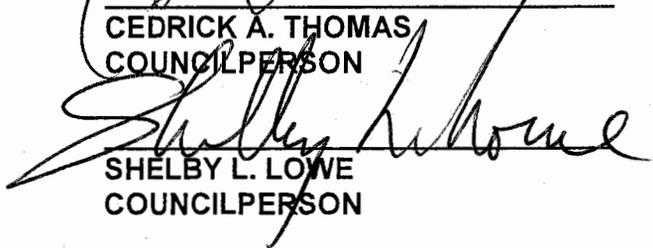
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

B. BROOKS AYE

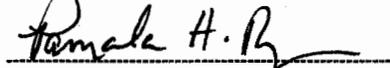
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/3/12

RESOLUTION NO. 12-134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR, CITY CLERK AND CITY MANAGER TO EXECUTE A 2009 – 2010 ADDENDUM TO THE SEIU AGREEMENT WHICH COMMENCED OCTOBER 1, 2008 AND ENDS SEPTEMBER 30, 2011 BETWEEN THE CITY OF RIVIERA BEACH AND THE SERVICE EMPLOYEE INTERNATIONAL UNION (SEIU) BARGAINING ORGANIZATION REPRESENTING THE GENERAL EMPLOYEES OF THE CITY OF RIVIERA BEACH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an agreement has been reached between SEIU and the City of Riviera Beach for the second year of a three (3) agreement with a term of October 1, 2008 – September 30, 2011; and

WHEREAS, both parties attended four (4) intense negotiation sessions in 2011 and a possible mediation regarding Communications Operator shift bidding; and

WHEREAS, SEIU declared an impasse on the issue of shift bidding; and

WHEREAS, the Public Employees Relations Commission appointed a special master on May 12, 2011 to conduct an impasse hearing on the shift bidding issue; and

WHEREAS, the parties entered into a settlement on the issue of shift bidding after the January 9, 2012 Special Master Decision on the issue; and

WHEREAS, in addition to the shift bidding settlement, both parties have tentatively agreed upon the other revised articles with SEIU ratifying the 2009 – 2010 addendum to the agreement; and

WHEREAS, the SEIU on or about October 3, 2012 notified the City that the membership ratified the 2009 – 2010 addendum to the contract by a vote of 37 to 0; and

RESOLUTION NO. 12-134
PAGE -2-

WHEREAS, the City Staff awaits ratification of the contract with City Council's passage of this resolution.

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

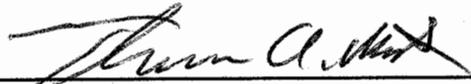
SECTION 1. That the Mayor, City Clerk and City Manager are authorized to execute the 2009 – 2010 addendum to the collective bargaining agreement between the City of Riviera Beach and the Service Employee International Union (SEIU) which represents the general employees of the City.

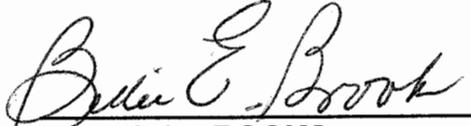
SECTION 2. That this Resolution shall take effect upon passage and approval by City Council.

PASSED AND APPROVED this 5 day of December 2012

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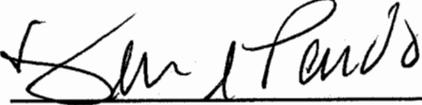
APPROVED:


THOMAS A. MASTERS
MAYOR


BILLIE E. BROOKS
CHAIRPERSON

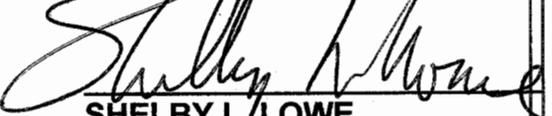
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


JUDY L. DAVIS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

B. BROOKS AYE

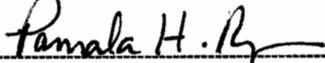
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/3/12

ADDENDUM

TO

AGREEMENT BETWEEN

THE CITY OF RIVIERA BEACH, FLORIDA

AND

FLORIDA PUBLIC SERVICES UNION
SERVICE EMPLOYEE INTERNATIONAL
UNION

FOR

2009 - 2010

OF

OCTOBER 1, 2008 through SEPTEMBER 30, 2011

CONTRACT

ARTICLE 6: UNION STEWARDS

Section 1. The Union, as representative of the employees in the bargaining unit covered by this Agreement, shall have the right to present its views to management on matters of concern either orally or in writing.

Section 2. The City agrees to recognize the officers, chief steward, and stewards designated by the Union as agents of the Union. The Union shall furnish written notice to the City Manager's Office of such Union office or stewardship prior to it becoming effective. The City recognizes the right of the Union to designate one (1) Chief Steward and five (5) Assistant Stewards from among the regular full time unit employees. The Union will give priority to designating a steward from each department within the bargaining unit, to the extent feasible.

Section 3. Officials for the Union, as designated hereinabove, may with proper authorization, which will not be unduly withheld, be admitted on City property. Officials as designated above shall be able to talk with employees before or after regular working hours or during lunch of said employees on the City's property in areas mutually agreed on by the Union and the Employer.

Section 4. Stewards shall be allowed reasonable time-off without loss of pay during their regular shift hours for investigating grievances; however, each will first obtain oral permission from his immediate supervisor or in his absence, the next level of supervision. Permission will not be unduly withheld by the supervisor.

ARTICLE 9: UNION GRIEVANCE AND APPEAL PROCEDURE STEPS

Step 1. Within ten (10) business days of the incident, an employee or the Union during regular business hours may initiate a written grievance with the employee's supervisor involved in the grievance and verbally discuss the grievance with the employee's supervisor. Either party may have the Union Steward present if they desire. The discussion will include the substances of the grievance, a description of the action requested, the basis for the request, and the specific provision or provisions of this agreement which have been violated. Any grievance not conforming to the provisions of this paragraph shall be denied and not eligible to advance through the steps of the grievance procedure, including arbitration. Within ten (10) business days, the Supervisor will provide written notification to the employee of the supervisor's decision.

Step 2. If the grievance is not resolved in Step 1 within ten (10) business days, the employee or Union, whichever is appropriate, may appeal to Step 2 by submitting his complaint or grievance in writing to the Department Director on a form mutually agreed to by the parties. The Department Director will investigate the alleged grievance and if necessary, will conduct a meeting with the aggrieved employee, the Union Steward and the initial supervisor involved. Within ten (10) business days of the Department Director's receipt of the written grievance, the Department Director will give an answer in writing. Information regarding resolved grievance during Step 1 or Step 2 will be forwarded to the Director of Human Resources for filing.

Step 3. If the grievance is not resolved at the Department Director's level, the Union may appeal within ten (10) business days, and in writing to the Director of Human Resources. Within twenty (20) business days of receipt of said written grievance appeal, the Director of Human Resources will answer in writing to the grievance and return a copy of the findings to the employee and the Union.

Step 4. If the grievance is not resolved at the Human Resources Department level, the Union may appeal with ten (10) business days, and in writing to the City Manager's office. Within ten (10) business days of receipt of said written grievance appeal, the City Manager has the discretion to meet with the grievant, the Union Steward, International or State Representatives, and Departmental Management to discuss and seek a solution to the grievance. The City Manager within twenty (20) business days of first receipt of grievance will answer in writing to the grievance and return a copy of the findings to the employee and the Union.

ARTICLE 11: BASIC WORK WEEK AND OVERTIME

Section 1. The basic work week shall consist of forty (40) hours unless otherwise specified. Departmental Management will establish the basic work week and hours of work best suited to meet the needs of the department and to provide superior service to the community. Nothing in this agreement shall be construed as a guaranteed or limitation of the number of hours to be worked per week.

Communications Operators may work an eight (8) hour or twelve (12) hour work shift or any other assigned hourly shift as determined by the department. Whether assigned an eight (8) hour or twelve (12) hour shift or any other shift to work, Communications Operators will bid assigned shifts by classification seniority.

When Communications Operators are assigned a twelve (12) hour work shift, Management shall determine a choice of shift time which shall be determined by a majority vote of the Communications Operators. Prior to the implementation of the twelve (12) hour work shift, the department will provide a 30 day's notice to the Union and employees.

Whether the employee works an eight (8) hour or twelve (12) hour work shift, a volunteer standby list will be established by pay cycle where employees may volunteer to be on standby one or more of their days off. In a two (2) week pay cycle, the twelve (12) hour shift work will consist of three (3) days or 36 hours for the first week and four (4) days or 48 hours in the second week. Employees who are on standby will receive compensation according to Section 7 of this Article.

Shift bidding shall occur twice a year in January and July. Employees shall bid shifts by classification seniority.

Emergency replacement including but not limited to, declared emergency and or civil disorder shall be processed in the following order:

A. Contact part-time employees.

B. Draft personnel based on an inverse seniority system starting with the person with the most time off. In this connection, the drafted employee will receive two hours call-out in addition to all hours worked.

Communications Operators will receive a one (1) hour lunch period and two (2) 15-minute breaks while working the twelve (12) hour work shift. The City will provide the Union and employees with a 30 day's notice prior to changing work schedules.

ARTICLE 11: BASIC WORK WEEK AND OVERTIME (continued)

Section 2. All authorized and approved work performed in excess of forty (40) hours in any one work week shall be considered as overtime and shall be paid at the overtime rate of one and one half times the employee's straight time rate of pay.

Section 3. Supervision will provide notification to first shift employees of overtime to be worked on a daily basis no later than the noon hour of the day the overtime is to be scheduled. Those employees who work the second shift and third shifts and are required to work overtime will, where possible, be provided notice of the overtime at least four (4) hours prior to the end of their shift. Notification of weekend overtime to be worked shall be made the previous Thursday. Exception of this rule shall be for emergency services beyond the control of the City.

In the selection of an employee to be assigned overtime, the needs of the City shall be the most important consideration. Supervision shall make every reasonable effort to distribute such assignments so as to provide the opportunity for overtime to those full time employees within a division or department (only in those departments which have no division) who are qualified for the assignment and who are in the classification needed to perform the overtime assignment. Full time qualified employees who are in the classification needed to perform the overtime assignment will be the first assigned to such overtime. In the event, the need for overtime assignment exceeds the number of qualified employees in the required classification, supervision may assign other full time employee(s) to do the overtime work.

Section 4. Where a department has a seven (7) day continuous operations, employees will have two (2) consecutive days off, where possible, after completing their regularly scheduled five (5) day work week.

Management may determine a choice of workweek and shift time (e.g. a four-day 10-hour workweek) which is implemented after consultation with affected employees and the Union.

Irrespective of the foregoing, the employees in the classification of Water Plant Operator, shall have a ten (10) hour, four (4) day work week. Operators will have three (3) shifts. First shift will begin morning hours, second shift will begin afternoon hours, third shift will begin evening hours. Employees will bid their shifts by classification seniority and rotate shifts once a year also bidding by classification seniority; however Communications Operators will bid their shifts by classification seniority twice a year as provided in Section 1.

Employees in the classifications of water plant operator and security guards who work the third shift, shall receive a five percent (5%) differential pay. Employees in the classification of Communications Operators, who work the second shift, shall receive a five percent (5%) differential pay.

ARTICLE 12: SICK LEAVE INCENTIVE PROGRAM

Section 6: SICK LEAVE INCENTIVE PROGRAM

- a. Any employee may elect to be paid for up to 80 hours of their sick leave account and/or vacation account, provided for in Article 19, Vacation (Annual Leave), at the end of the fiscal year,
- b. The election must be made in October of the current fiscal year, and payment will be made by December 31st of the current election year. Payment will be at the employee's current rate of pay as of the date paid, and will not be affected by any subsequently adopted retroactive pay increases. Any unused or unpaid sick leave shall remain in the employee's sick leave accrual account.

Employees must be on payroll the date payment is made.

- c. Employees and Pre-retiree Employees are employees who have submitted documents for retirement. Those employees who are not employed on the date pay-off is made in December, may take advantage of this program as long as the Employees and Pre-retiree Employees who have submitted documents for retirement were employed by the City on September 30 in the immediate previous year.

ARTICLE 16: JURY DUTY

Leave with pay shall be authorized for full-time employees in the classified service who may be required to perform jury duty. Employees who perform jury duty and are released by the Court during the first half of their regularly scheduled workday are expected, and required to report to work when excused or released by the Court.

If an employee is called for jury duty, the employee shall promptly notify the immediate Supervisor within five (5) days of receipt of the notice of jury duty or within five (5) days of appearance pursuant to the notice of jury duty.

The employee must provide the Department Director or immediate supervisor with proof of jury duty before compensation is approved.

The parties acknowledge that the performance of jury duty may affect an employee who is required to return to work. Depending on the assigned shift, factors such as sleep deprivation may affect the employee's performance. Management, upon a request by an employee, may release the employee from duty after the employee has reported to work.

ARTICLE 18: HOLIDAYS

Section 5. The holidays established in the Personnel Rules and Regulations of the City of Riviera Beach as conforming to the most equitable for all classified employees will apply. Legal holidays shall also include such days as designated by the City Council.

Section 6. The City Manager will determine which department or operations will be closed in observance of the holiday.

Section 7. Employees assigned and scheduled to work on the holidays observed as specified by the Manager in Section 1, and who, in fact, do work, shall receive eight (8) hours holiday pay plus time and one-half their regular rate of pay for all hours worked.

Section 8. To receive holiday pay, the employee must work the scheduled day before and the scheduled day after the holiday, unless excused by the Department Head for such reasons as sick leave, jury duty, vacation, or compassionate leave.

Section 9. Employees whose regularly scheduled day off occurs on the day or days when the City observes a holiday will be given either the employee's last scheduled work day preceding the holiday or the next scheduled work day following the holiday(s) as the employee's day off in observance of the holiday(s). The Supervisor shall advise the employee at least a week in advance of the holiday (s) whether the employee will observe the holiday on employee's last scheduled work day prior to the holiday observance or the next scheduled work day after the holiday observance. If the employee is called into work on the day designated as the employee's holiday observance, the employee shall be compensated by payment of a regular day's pay at straight time for holiday pay plus time and one-half their regular rate of pay for all hours worked.

ARTICLE 19: VACATION (ANNUAL LEAVE)

Section 6. An employee may elect to receive payment of up to 80 hours from their vacation account and/or sick leave account, as provided for in Article 12, at the end of the fiscal year. The employee must make this election in October of the current fiscal year and payment will be made by December 31st of the election year. Payment will be at the employee's current rate of pay, as of the date paid and will not be affected by any subsequently adopted retroactive pay increases. Any unused or unpaid vacation leave shall remain in the employee's vacation accrual account.

Employees must be on payroll at the time vacation buy back is paid to all employees.

Employees and Pre-retiree Employees are employees who have submitted documents for retirement. Those employees who are not employed on the date pay-off is made in December, may take advantage of this program as long as the Employees and Pre-retiree Employees who have submitted documents for retirement were employed by the City on September 30 in the immediate previous fiscal year.

ARTICLE 29: DRUG-FREE WORK PLACE POLICY

Section 2. Testing of Employees:

a. Non-CDL Employees:

1. Reasonable Suspicion Testing: Employees will be tested when there is a reasonable suspicion that an employee is using or has used drugs or alcohol; the employee's job performance is impacted; or other employee's safety and health are placed in danger.
2. Follow-up Testing: All employees who have been determined to have used drugs or alcohol and are permitted by the City to return to work will be subject to six (6) unannounced follow-up drug tests for a period of two (2) years following return to work. Employees who receive a second positive result within the two (2) year follow-up drug/alcohol test period are subject to termination.
3. Additional Testing: Additional testing may also be conducted as required by applicable State or Federal laws, rules or regulations.
4. Following any vehicular or industrial accident or serious safety incident occurring on duty pursuant to Chapter 440 of the Florida Statutes, shall be tested for drugs and/or alcohol.

b. CDL Employees:

The Omnibus Transportation Act applies to all drivers of commercial motor vehicles (CMV's) required to obtain a commercial drivers' license (CDL). In addition to the types of testing listing above, beginning January 1, 1995, the Omnibus Transportation Act will require random and return-to-duty testing. The City of Riviera Beach will comply with the requirement of the Omnibus Transportation Act.

Section 4. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the City as part of this drug testing program are confidential communications. Unless authorized by State laws, rule or regulations, the City will not release such information without a written consent from signed voluntarily by the person tested.

Section 5. A Drug Use Information form is a confidential report which must be filled out by employees both before and after being drug tested. This form permits individuals to provide to the Medical Review Officer a list of all prescription and non-prescription drugs they are currently using or have used in the last month, as well as any other information they consider relevant to the test.

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued)

Section 6. Prior to testing, the employee will be given a list of the most common medications by brand name or common name and chemical name which may alter or affect a drug test.

Section 7. Any employee who refuses to submit to a drug test or refuses to release the results of a work related drug test, may be terminated from employment. Newly hired probationary employees who test positive for alcohol or an illegal substance covered by the Agreement, will be terminated immediately. An injured employee who refuses to submit to a drug test, or has positive confirmation test, in addition to the above, may forfeit his eligibility for all workers' compensation medical and indemnity benefits pursuant to the laws.

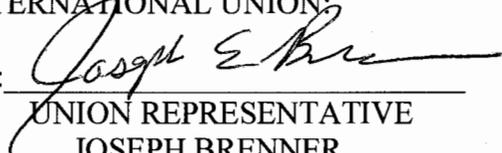
IN WITNESS WHEREOF, we have hereunto affixed our signatures
this 5 day of December, 2012.

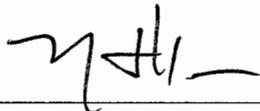
FOR THE CITY OF RIVIERA BEACH:

BY: 
CITY MANAGER
RUTH C. JONES
CHIEF EXECUTIVE OFFICER

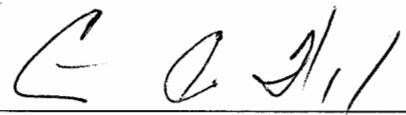
BY: 
MAYOR
THOMAS A. MASTERS

FOR SERVICE EMPLOYEES
INTERNATIONAL UNION:

BY: 
UNION REPRESENTATIVE
JOSEPH BRENNER

BY: 
WITNESS
NORMAN WILLIAMS

ATTEST:

BY: 
CITY CLERK
CARRIE E. WARD
MASTER MUNICIPAL CLERK

RESOLUTION NO. 125-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR, CITY MANAGER, AND POLICE CHIEF TO EXECUTE A MUTUAL AID AGREEMENT BETWEEN PALM BEACH COUNTY LAW ENFORCEMENT AGENCIES AND THE CITY OF RIVIERA BEACH TO FACILITATE OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION; SAID AGREEMENT TO REMAIN IN EFFECTIVE UNTIL JANUARY 31, 2017; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Riviera Beach wishes to execute a Mutual Aid Agreement with Palm Beach County Law Enforcement Agencies to facilitate operational assistance and voluntary cooperation; and

WHEREAS, Agencies entering this Agreement may request and/or voluntarily render routine Law Enforcement Assistance to other participating Agencies, to include, but not be limited to, investigating Homicides, Sex Offenses, Robberies, Assaults, Burglaries, Larcenies, Gambling, Motor Vehicle Thefts, Controlled Substance Violations, DUI Violations, Backup Services during Patrol activities, School Police Officers enforcing laws within 1,000 feet of a school or school property, Inter-Agency Task Force and/or Joint Operations, and coverage of Overtime Details; and

WHEREAS, This Agreement shall remain in effect until January 31, 2017, and participation may be cancelled at any time by the City.

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

SECTION 1: The Mayor, City Manager, and Police Chief are hereby authorized to execute the Mutual Aid Agreement between Palm Beach county Law Enforcement Agencies and the City of Riviera Beach.

RESOLUTION NO. 135-12
PAGE 2

SECTION 2: A copy of said Agreement is attached hereto and made a part of the Resolution.

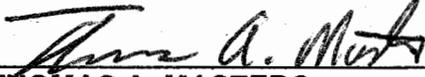
SECTION 3: This Resolution shall take effect immediately upon its approval.

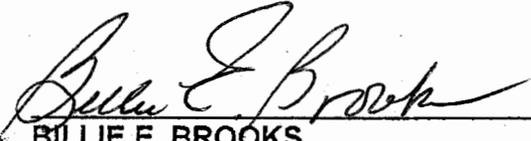
PASSED AND ADOPTED this 5 day of December 2012.

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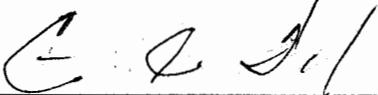
RESOLUTION NO. 135-12
PAGE 3

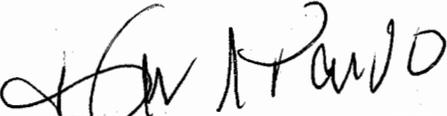
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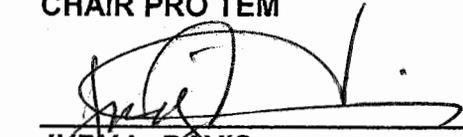

THOMAS A. MASTERS
MAYOR

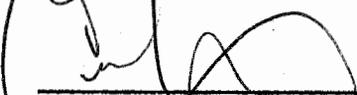

BILLIE E. BROOKS
CHAIRPERSON

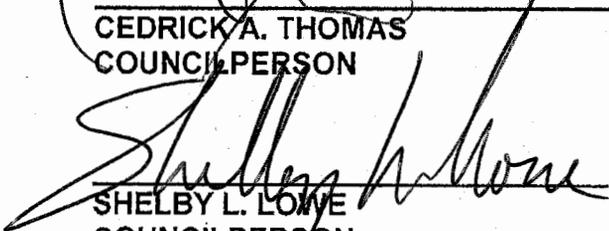
ATTEST:


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: 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: 12/3/12

RESOLUTION NO. 12-136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE 2013 DR. MARTIN LUTHER KING, JR. ACTIVITIES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, each year the City of Riviera Beach recognizes and celebrates the birthday of the former Civil Rights Leader Dr. Martin Luther King, Jr. ; and

WHEREAS, staff is requesting City Council's approval for the 2013 Dr. Martin Luther King, Jr. activities; and

WHEREAS, City Council approved funds for the 2012 – 2013 Dr. Martin Luther King, Jr. Celebration in the amount of \$19,000.

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 below 2013 Activities are approved as follows:

<u>ACTIVITIES 2013</u>	<u>DATES</u>
Youth Praise Dance Program (kickoff)	TBA
Interfaith Prayer Breakfast	1/12/2013
Senior Citizen Luncheon	1/17/2013
Gala Parade	1/19/2013
Musical Extravaganza	1/26/2013
Souvenir Journal	
Junior/Senior High School Student Essay Contest	

RESOLUTION NO. 12-136
PAGE -2-

SECTION 2. This Resolution shall take effect upon its passage.

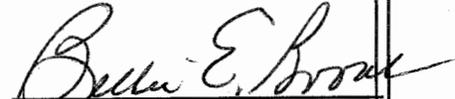
PASSED AND APPROVED this 5 day of December 2012.

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RESOLUTION NO. 12-136
PAGE -3-

APPROVED:


THOMAS A. MASTERS
MAYOR


BILLIE E. BROOKS
CHAIRPERSON

MUNICIPAL SEAL

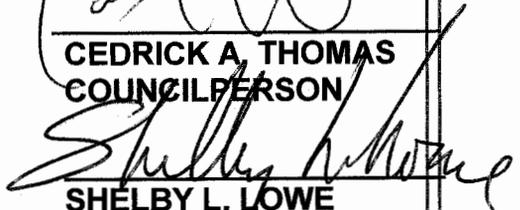

DAWN S. PARDO
CHAIRPERSON PRO TEM

ATTEST:


CARRIE E. WARD, CMC/AEE
CITY CLERK


JUDY L. DAVIS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON

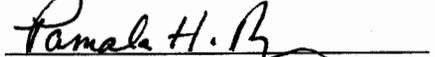

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

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

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/3/12

RESOLUTION NO. 138-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PITTMAN LAW GROUP P.L. TO PROVIDE LOBBYIST REPRESENTATION AT THE STATE LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH; COMPENSATION SHALL BE \$5,000.00 PER MONTH FOR THE PERIOD JANUARY 1, 2013 THROUGH DECEMBER 31, 2014; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FROM THE PROFESSIONAL SERVICES - OTHER, ACCOUNT NO. 001-0203-519-0-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pittman Law Group P.L. has duly qualified experts in the field of grant programs and economic development, business development, transportation, infrastructure, water and sewer, appropriations and State grant programs administered by the State government; and

WHEREAS, in the judgment of the City Council, it is necessary to continue the services of the Pittman Law Group P.L. to provide representation at the State level of the City's policies, programs and other necessary services of specific legislative issues as determined by the City Council; and

WHEREAS, the Pittman Law Group P.L. will represent the City, at the State level, in areas such as, but not limited to, public works, transportation, communications, water resources, housing and State grant programs administered by the State government; and

WHEREAS, the terms of the contract is for two (2) years commencing on January 1, 2013 through December 31, 2014.

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

Section 1. That the Mayor and City Clerk are hereby authorized to execute an Agreement between the City of Riviera Beach and Pittman Law Group P.L. to provide lobbyist representation at the State level on behalf of the City of Riviera Beach.

Section 2. That compensation shall be \$5,000.00 per month for the period of January 1, 2013 through December 31, 2014.

Section 3. That the Director of Finance and Administrative Services is authorized to make payment from the Professional Services - Other, Account No. 001-0203-519-0-3106.

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

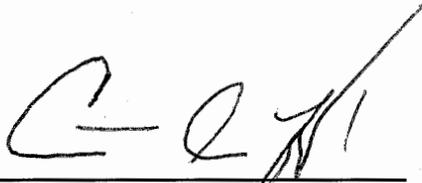
PASSED and APPROVED this 5TH day of DECEMBER, 2012.

APPROVED:

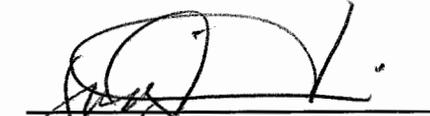

THOMAS A. MASTERS
MAYOR


BILLIE E. BROOKS
CHAIRPERSON

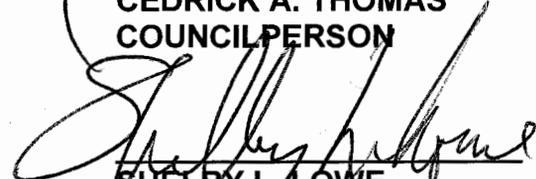
ATTEST:


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: C. THOMAS

SECONDED BY: D. PARDO

B. BROOKS AYE

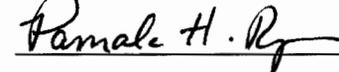
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

12/3/12
DATE

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF RIVIERA
BEACH AND PITTMAN LAW GROUP, P.L.**

THIS AGREEMENT entered into the 5TH day of DECEMBER, 2012, by and between the City of Riviera Beach, hereinafter referred to as "CITY", and the firm Pittman Law Group, P.L., a Florida corporation, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has duly qualified experts in the field of grant programs; and economy development, business development, transportation, infrastructure, water and sewer, appropriations and State grant programs administered by the State government.

WHEREAS, in the judgment of the City Council, it is necessary and desirable to employ the services of CONTRACTOR to assist the CITY in the above referenced areas.

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

PART I – SPECIFIC PROVISIONS

A. SERVICES TO BE PROVIDED: CONTRACTOR will consult and advise, as requested, on transportation, communications, water resources, housing, public works, and Federal grand programs, including but not limited to:

1. Assisting in the development of strategies relating to the governmental agencies that regulate and fund transportation, communications, water resources, public works, and housing programs. CONTRACTOR will focus their efforts on obtaining funding for CITY priorities included in the CITY's State Work Plan developed by CONTRACTOR in conjunction with the CITY;
2. Securing appropriate authorizations and funding from the State Legislation and State agencies to implement the CITY's projects;
3. Maintaining direct and frequent contact with key State Senators and Representatives who may have an impact upon the CITY;
4. Advocating CITY interests during the State Legislative and regulatory process;
5. Lead and organizing successful local efforts to obtain funding and beneficial status for the CITY's projects;
6. Providing the CITY with a written, bi-weekly or as needed reports of activities and agrees to attend CITY meeting at any time upon the CITY's request;
7. Assisting the CITY in developing the CITY's Legislative Agenda for Fiscal Years 2013, 2014, and 2015;
8. Drafting Legislative proposals for consideration by State Legislators;
9. Facilitating meetings with appropriate Legislator and/or Executive Officials to obtain support for CITY's Legislative Agenda and specific City projects;
10. Representing the CITY before the Legislature and its various committees on all legislation affecting CITY projects or issues that are of concern to the CITY. CONTRACTOR will monitor all such legislation introduced and provide customized

reports, at least bi-weekly during the legislative session and as directed by CITY staff during the rest of the contract period, on legislation;

11. Identifying and lobbying for State funding sources for CITY.
 12. Coordinating CITY testimony and position papers as well as providing direct testimony (as directed by CITY staff) that is in support and/or opposition to such legislation. In addition, CONTRACTOR will work with CITY staff and City Council to coordinate CITY support;
 13. Monitoring the activities of executive agencies, with reference to CITY projects and issues. CONTRACTOR will notify the CITY of any upcoming administrative proposals related to CITY projects and issues on their legislative agenda; and
 14. Maintaining reasonable contacts and working relationships with other organizations and groups interested in CITY projects and issues to determine their positions in support to CITY projects and issues, as well as coordinating efforts when in common with other local governments, Palm Beach County or others with a similar interest. CONTRACTOR involvement would include providing written reports of such activities.
- B. **PAYMENT:** CONTRACTOR'S compensation for services provided hereunder shall be \$5,000 per month or a total of \$120,000 for twenty-four months' retainer. The monthly \$5,000 fee invoice shall be submitted by CONTRACTOR at the first of each month, beginning on January 1, 2013. All travel or other business related expenses will be incurred and reimbursed only following the approval by the City Manager.
- C. **KEY PERSONNEL:** CONTRACTOR has represented to CITY that CITY will have Sean Pittman, Esq. principal of CONTRACTOR'S services and Ronald L. Book, P.A., in the performance of CONTRACTOR'S duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II – GENERAL PROVISIONS

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

CITY: RUTH JONES
CITY MANAGER
600 WEST BLUE HERON BLVD
RIVIERA BEACH, FL 33404
(561) 845-4010

CONTRACTOR: SEAN PITTMAN, ESQ.
PITTMAN LAW GROUP, P.L.
1028 EAST PARK AVENUE
TALLAHASSEE, FL 32301
(850) 216-1002

- D. **NON-DISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. **TERM OF AGREEMENT:** This Agreement shall become effective on January 1, 2013 and shall terminate on December 31, 2014 or upon 30 days' notice by either party with or without cause.
- F. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.
- G. **INDEMNIFICATION:** The CONTRACTOR shall indemnify and save harmless and defend the CITY; its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the CONTRACTOR, its agents, servants, or employees in the performance of services under this Agreement.

The CONTRACTOR further agrees to indemnify, save harmless and defend the CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind of nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, servants or employees are alleged to be liable.

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

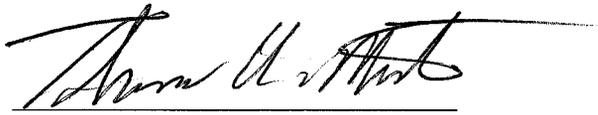
arbitration costs. These indemnifications shall survive the term of this Agreement or any renewal thereof.

The CONTRACTOR shall defend all actions in the name of the CITY, when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 5TH day of DECEMBER, 20 .

CITY OF RIVIERA BEACH, FL



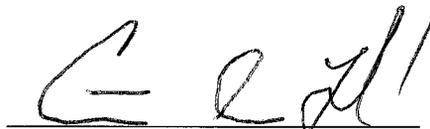
**THOMAS A. MASTERS
MAYOR**

PITTMAN LAW GROUP, P.L.



SEAN PITTMAN, ESQUIRE

ATTEST:



**CARRIE E. WARD, MMC
CITY CLERK**

As to form and legal sufficiency


**PAMALA H. RYAN
CITY ATTORNEY**

RESOLUTION NO. 139-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AMENDMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY, EXTENDING THE COMPLETION DATE OF THE CITY'S NEIGHBORHOOD STABILIZATION PROGRAM FROM DECEMBER 31, 2012 TO MARCH 4, 2013; AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City was awarded NSP funds in the amount of \$577,400 dollars in order to acquire foreclosed properties within the City, for rehabilitation and sale to qualified buyers; and

WHEREAS, the current agreement between the City and the County will expire on December 31, 2012; and

WHEREAS, in order for the City to continue with the implementation of the NSP an amendment is proposed extending the existing expiration date to March 4, 2013 and making all other changes consistent with the date change.

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

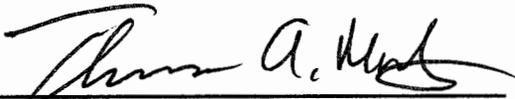
SECTION 1. That the City Council authorizes the Mayor and City Clerk to execute the amendment for the continuation of the NSP with the County from December 31, 2012 to March 4, 2013.

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

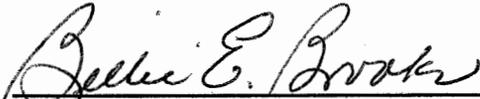
PASSED and APPROVED this 17 day of December, 2012.

RESOLUTION NO. 139-12
PAGE 2

APPROVED:



THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



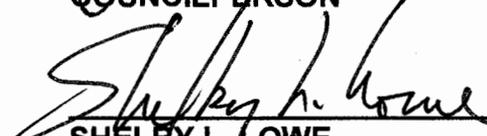
DAWN S. PARDO
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: Thomas

SECONDED BY: Davis

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: _____

**AMENDMENT 001 TO THE AGREEMENT
WITH
CITY OF RIVIERA BEACH**

Amendment 001 entered into on 12-21-2012, by and between Palm Beach County and the City of Riviera Beach.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement with the City of Riviera Beach on May 1, 2010 (R2010-0904), as amended on March 15, 2011 by Amendment 001 (R2011-0397), and as continued by a second Agreement (R2012-1255) on June 27, 2012 to provide \$577,400 of Neighborhood Stabilization Program Grant funds for the acquisition and rehabilitation of properties; and

WHEREAS, the parties wish to modify the Agreement as follows:

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

A. PART III – SECTION 1 – MAXIMUM COMPENSATION

Replace "December 31, 2012" with "February 15, 2013"; and

Delete the last sentence of the first paragraph and replace it with the following:

"Funds not expended by February 15, 2013, shall revert to the County".

B. PART III – SECTION 2 – TIME OF PERFORMANCE

Delete the last sentence and replace with the following:

The Municipality shall provide the services and receive compensation or reimbursement according to the requirements of Section 1 in Part III of this Agreement and shall further comply with its obligations hereunder by selling the properties acquired with funding made available herein by March 4, 2014, or such other date as may be established by the HUD. If such other date is established by HUD, the County shall provide the Agency written notice of such other date, and the Agency shall then sell the properties no later than the date established in said written notice.

C. PART IV – SECTION 25 – EXCLUSION OF THIRD PARTY BENEFICIARIES

Add Section 25 to PART IV of the Agreement as follows:

25. Exclusion of Third Party Beneficiaries

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

D. EXHIBIT A – SECTION II.B.1 – EXPENDITURE DEADLINE

Replace "December 31, 2012" with "February 15, 2013".

E. EXHIBIT A – SECTION II.C – RELATED REQUIREMENTS

Add the following subsection to the end of Section II.C:

5. Amendments to Declarations of Restrictions:

The Municipality hereby agrees to, from time to time, on a date to be established by the County, cooperate with the County to amend Declarations of Restrictions executed in connection with this Agreement in order to modify the terms, conditions, and covenants therein to become consistent with the requirements of this Agreement.

F. EXHIBIT A – SECTION II.H – RESALE OF PROPERTIES ACQUIRED FOR OWNER OCCUPANTS

Add the following to the end of Section II.H:

7. Resale of Properties Performance Deadline:

Each property acquired by the Municipality hereunder for resale shall be sold by the Municipality, and occupied by the purchase approved by the County, by March 4, 2014, or such other date as may be established by HUD. If such other date is established by HUD, the County shall provide the Municipality written notice of such other date and the Municipality shall then sell each property no later that the date established in said written notice.

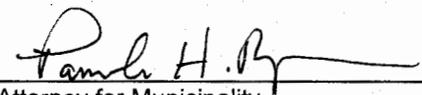
NOW THEREFORE, 1) all items in the Agreement in conflict with this Amendment shall be and are hereby changed to conform to this Amendment, and 2) all provisions not in conflict with this aforementioned Amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(MUNICIPALITY SEAL BELOW)

CITY OF RIVIERA BEACH

By: 
Thomas Masters, Mayor

By: 
Carrie E. Ward, City Clerk

By: 
Attorney for Municipality
(Signature Optional)

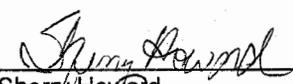
**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
FOR ITS BOARD OF COUNTY COMMISSIONERS**

By: 
Shannon LaRocque-Baas,
Assistant County Administrator

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: 
Tammy K. Fields
Chief Assistant County Attorney

By: 
Sherry Howard
Deputy Director