

RESOLUTION NO. 33-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO PALM BEACH COUNTY, ON BEHALF OF THE CITY, FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF \$225,000 FOR THE FISCAL YEAR 2012-2013 FOR RECONSTRUCTION OF WEST 36TH STREET BETWEEN AVENUE J AND AVENUE K AND WEST 26TH COURT BETWEEN AVENUE L AND AVENUE M; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palm Beach county receives Community Development Block Grant Funds from the U.S. Department of Housing and Urban Development for the implementation and execution of certain activities and projects; and

WHEREAS, Palm Beach County will be soliciting proposals for its Community Development Block Grant Program for fiscal year 2012-13; and

WHEREAS, The City of Riviera Beach has entered into an interlocal agreement with Palm Beach County for implementation of community development projects; and

WHEREAS, The City of Riviera Beach has conducted a public meeting, obtained citizens input on community development projects and ranked those projects.

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

SECTION 1. The City Council hereby approves the submission of an application to Palm Beach County for Community Development Block Grant Funds for fiscal year 2012-13.

SECTION 2. That these funds are to be used for improving West 36th Street between Avenue J and Avenue K and West 26th Court between Avenue L and Avenue M in the Northwest Neighborhood Strategy Area; and that the City is committing \$500,000 of the Street Improvement Funds for this project in addition to the County CDBG allocation of \$225,000.

SECTION 3. That these projects shall be priority number one for funding consideration.

SECTION 4. That the City Manager is authorized to execute the application

RESOLUTION NO. 33-12
PAGE 2

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

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

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



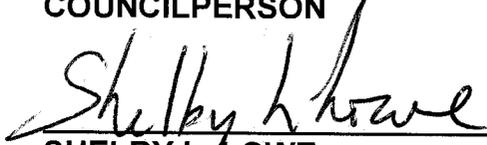
BILLIE E. BROOKS
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. BROOKS

SECONDED BY: D. PARDO

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: 2/27/12

RESOLUTION NO 34-12

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 AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH JH SPRAGUE CONSULTING, L.L.C. TO PROVIDE CONSULTATION SERVICES ON THE MARINA PROJECT TO FACILITATE THE DEVELOPMENT AND IMPLEMENTATION OF THE MARINA RENOVATION AND DEVELOP AND MONITOR GRANT APPLICATION PROCESSES COMMENCING APRIL 1, 2012; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NO. 001-0203-519-0-3406 IN AN AMOUNT NOT TO EXCEED \$72,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has approved the concept plan for the International Harbor at Riviera Beach Project; and

WHEREAS, the City desires to have JH Sprague Consulting, L.L.C. provide continued consulting services on the Marina Renovation project, as Consultant, to insure that the interests of the City are appropriately represented in renovation discussions and in the area of grant application processes as set forth in the Scope of Work detailed in Exhibit "A".

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

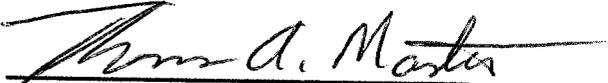
SECTION 1. The Mayor and City Clerk are authorized to execute the Amendment to the Professional Service Agreement with JH Sprague Consulting, L.L.C., as Consultant to assist the City with development of the marina renovation and in discussions of the various concept plan elements, and in the area of grant application processes, as specifically set forth in the Scope of Work in Exhibit "A".

SECTION 2. The Interim Finance Director is authorized to make payment in the amount not to exceed \$72,000 from Account No. 001-0203-519-0-3406.

SECTION 3. This Resolution shall become effective upon its passage and approval by the City Council.

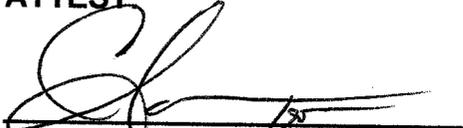
PASSED and APPROVED this 7TH day of MARCH, 2012.

APPROVED:


THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

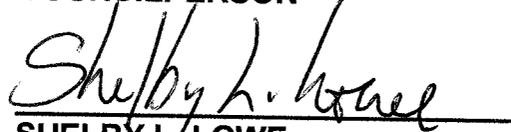
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM


DAWN S. PARDO
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. BROOKS

SECONDED BY: S. LOWE

J. DAVIS AYE

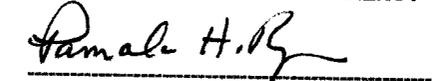
B. BROOKS AYE

D. PARDO AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/29/12

**AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT
JH SPRAGUE CONSULTING, LLC.**

This Amendment to the Professional Services Agreement is made and entered into this 7th day of March, 2012, by and between the **CITY OF RIVIERA BEACH, FLORIDA**, a municipal corporation existing under the laws of the State of Florida, hereinafter "City," and **JH SPRAGUE CONSULTING, LLC**, hereinafter referred to as "Consultant," whose mailing address is 10918 Larch CT, Palm Beach Gardens, FL 33418

WITNESSETH:

WHEREAS, the City entered into a Professional Service Agreement, hereinafter "Agreement," with the Consultant on November 3, 2010 to Coordinate and administer present grant funding for marina construction with city staff, professional services providers, consultants, developers, and other governmental entities to insure that all grant requirements are met as to timelines, grant regulations and construction; Identify and apply for additional marina construction funding grants, Research grants that can be used for overall projects development elements and other elements as outlined in Exhibit "A" Scope of Services and Fee for Services Schedule Marina Grants Projects Manager; and

WHEREAS, the initial terms of the Agreement was to terminate when the services were complete as identified in "Exhibit A", or when the Consultant has reached \$36,000; and

WHEREAS, the city desires Consultant to continue to provide ongoing services to the City/CRA joint Project effort to assist the City and CRA with development of the marina renovation and in the area of grant application processes in the amount not to exceed \$72,000.

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

Section 1. That Section 2 of the Agreement is hereby amended to read as follows: "A. This Agreement shall commence on April 1, 2012 and shall terminate when the services are complete as identified in "**Exhibit A**", or when the Consultant has reached \$72,000, or unless terminated earlier in accordance with Section 4 of this Agreement."

Section 2. In all other respects, the terms of the Agreement shall remain in full force and effect, and the parties agree to perform all duties and obligations as set forth therein.

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

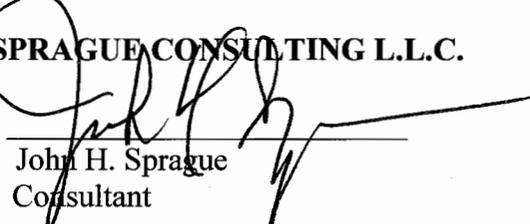
IN WITNESS WHEREOF, the Parties unto this Amendment have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

BY: 

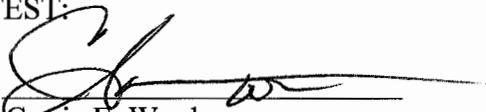
Thomas A. Masters
Mayor

JH SPRAGUE CONSULTING L.L.C.

BY: 

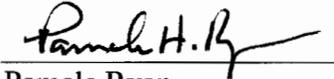
John H. Sprague
Consultant

ATTEST:

BY: 

Carrie E. Ward
City Clerk, MMC

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 

Pamala Ryan
City Attorney

Exhibit “A”
Scope of Services and Fee for Services Schedule
Marina Grants Project Manager
“International Harbor at Riviera Beach Project”

Redevelopment of the Marina District will require cooperation of the City, Community Redevelopment Agency (CRA), local property owners, and prospective development partners. The City is in need of the services of a “Marina Grants Project Manager” to assist the overall Project Manager with professional support services to the International Harbor at Riviera Beach Project (“International Harbor Project” or the “Project”). The Marina Grants Project Manager will insure that the City optimizes the use of existing grant funds and will ensure that construction of marina improvements are completed in accordance with various grant requirements. In addition to the above, the Marina Grants Project Manager will identify and apply for additional grant funding; monitor grant administrative activities; assist with grant reporting; and, implement a coordinated grant strategy to optimize the use of existing and future grant funding.

The Marina Grants Project Manager will be responsible for the following scope of services.

1. Coordinate and administer present grant funding for marina construction with City staff, professional services providers, consultants, developers, and other governmental entities to insure that all grant requirements Phase 1 and Phase 11 are met as to timelines, grant regulations, and construction.
2. Identify and apply for additional marina construction funding grants. Research grants that can be used for overall project development elements.
3. Work with City staff, CRA staff, and consultants/developers to implement various conceptual plan elements of the overall project.
4. Work with City staff, professional services providers and consultants, and developers on State lands dedication issues.
5. Work with City staff, agencies, and consultants on future marina Phase II replacement and other expansion needs.
6. Assist City staff with grant reimbursement processing and grant reporting for Phase I and Phase II.
7. Implement a coordinated grant strategy to optimize the use of existing and future grant funding.
8. Assist City with marina and uplands planning and construction activities.

Fee for Services and Schedule of Payments

The compensation of the Marina Grants Project Manager, by the City, for the Scope of Services identified above shall be \$72,000.

The Project Manager will provide the City with monthly, written progress/status reports in support of Project activities conducted during the month.

1. Consultant shall be paid by the City at the rate of \$6,000 per month, upon receipt of an invoice and progress/status report for the month submitted by the Consultant.
2. Payments shall be made to the Consultant, and the Consultant shall provide services to the City, until the Consultant's billings have reached \$ \$72,000, or unless terminated earlier in accordance with Section 4 of this Agreement.

RESOLUTION NO. 35-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THREE YEAR AGREEMENTS WITH MCLEAN & COMPANY, LLC., AND THE LAW OFFICES OF GLEN J. TORCIVIA & ASSOCIATES, P.A., TO REPRESENT THE CITY IN THE NEGOTIATION OF LABOR CONTRACTS AND PROVIDE OTHER LABOR SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach is in need of attorneys to represent its interests in the negotiation of 5 labor contracts and for other labor matters; and

WHEREAS, the City issued a Request for Proposals for Labor Services, and Attorneys Jack L. McLean and Glen J. Torcivia were selected to negotiate union contracts governing City employees and to provide representation in arbitrations and other matters related to the enforcement of union contracts.

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

SECTION 1. That City Council authorizes the Mayor and City Clerk to execute a labor services agreement with McLean & Company, LLC., and Law Offices of Glen J. Torcivia & Associates, P.A. to provide labor services to the City.

SECTION 2. That the Finance Director is authorized to make payment from Account Number 001-0512-5190-3101 for services rendered under these contracts.

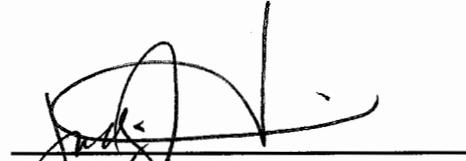
SECTION 3. That this resolution shall take effect immediately upon its passage and approval by City Council.

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

APPROVED:


THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

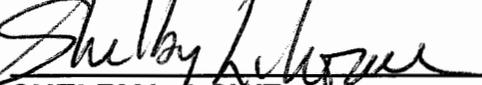
ATTEST:


GARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. BROOKS

SECONDED BY: S. LOWE

J. DAVIS AYE

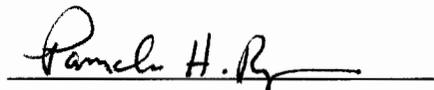
B. BROOKS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA H. RYAN, CITY ATTORNEY

DATE: 2/29/12

**LABOR REPRESENTATION AGREEMENT
AND
STANDARDS FOR LEGAL SERVICES**

THIS AGREEMENT is entered into this 1st day of March, 2012, by and between the City of Riviera Beach, Florida, hereinafter referred to as "City," and the Law Offices of Glen J. Torcivia & Associates, P.A., hereinafter referred to as "Outside Counsel."

WHEREAS, the City issued a Request for Proposals for Labor Services, and Outside Counsel was selected as one of two attorneys to represent the City for a variety of labor services, including, but not limited to, the negotiation of union contracts governing City employees and representation in arbitrations and other matters related to the enforcement of union contracts; and

WHEREAS, this Agreement sets out the terms and conditions of Outside Counsel's representation.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties hereto agree as follows:

SECTION 1. Services to be provided. Outside Counsel agrees to:

1. Provide labor and employment advice and counsel to the Department of Human Resources in the administration of labor contracts and the implementation of City rules and procedure;
2. Assist the City in developing contract strategy to achieve the City's policies and fiscal goals for negotiation;
3. Provide advice and counsel during all contract negotiations;
4. Review and analyze proposed articles presented by bargaining unions;
5. Provide legal opinions and memo related to the unions' bargaining articles;
6. Provide on-site appearances before the City Council in executive session to discuss contract language/proposals and strategy;
7. Conduct the actual negotiation on behalf of the City on all or a portion of the City's labor contracts; draft the City's proposed contract articles for a labor contract and prepare final contract draft, once the reach agreement; and

8. Represent the City in impasse hearings, arbitration hearings; unfair labor practice proceedings, and all other labor and related employment law matters not described above.

SECTION 2. Compensation for Services. The primary attorney who will be handling labor matters for the City under this agreement shall be Glen J. Torcivia, Esq. The City agrees to compensate Outside Counsel for the legal services performed by Mr. Torcivia or a partner in the firm at the hourly rate of \$250 per hour. The City agrees to compensate Outside Counsel's associate attorneys at a rate of \$210 per hour. The City further agrees to compensate Outside Counsel's paralegals at a rate of \$90 per hour. The City does not pay for secretarial/clerical services.

SECTION 3. Term of the Agreement; Modification. The term of this Agreement shall be three (3) years commencing on the date hereinabove set forth. In the event that a term needs to be modified or the agreement amended, the parties agree to engage in discussions regarding the same at least thirty (30) days in advance of any anticipated alteration.

SECTION 4. Billing. All invoices must be submitted to the Department of Human Resources, which will review the same with the City Attorney's Office. When appropriate, invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. The City does not accept grouping of activities or "block billing." Each task must be billed separately and, each billing entry must be sufficiently descriptive so the City Attorney's Office can determine exactly what professional service was provided and can assess the appropriateness of the related time charge. Additionally, the personnel who perform each task must be specified together with their hourly rate. Any other type of billing or timekeeping, which allows compensation for time not actually spent by Outside Counsel, is not permitted by the City.

SECTION 5. Costs and Expenses. Except as otherwise provided herein, in-house photocopying will be paid at a rate of ten cents per page, and facsimile charges will be billed at the actual rate. The use of couriers or express mail requires prior approval from the City Attorney's Office. Records for long distance telephone calls should reflect the date, length of call, and per minute cost, if provided. Further, except as otherwise provided herein, any travel, per diem, mileage, or meal expenses, which may be reimbursable, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. For all disbursements, the City requires copies of paid receipts, invoices, or other documentation acceptable to the City of Riviera Beach Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of the legal services provided.

The City will not be responsible for the cost of any computerized legal research service that Outside Counsel receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the City requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed

\$300) must be discussed with and approved by the City Attorney in advance. Since assignments are made to firms which have been selected for their expertise in particular areas of law, the City will not pay for research that is routine in nature. The City will pay only for updating and shephardizing existing research and/or fact specific research.

SECTION 6. Attorney-Client Relationship and Confidentiality. Outside Counsel and the City agree and understand that all communication they have had, and will have, relating to this engagement is communication undertaken in anticipation of litigation and/or within the scope of an attorney-client relationship. The confidentiality and trust demanded by this professional relationship is both required and protected by law. The City may rely on the privileges accorded this professional relationship in all matters in which Outside Counsel provides legal services. Furthermore, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense shall be kept confidential and shall not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order.

SECTION 7. Public Records. Please be advised that the City and all its activities, unless exempt, are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes). As such, Outside Counsel must observe and comply with the requirements of said laws and all related City policies and procedures.

SECTION 8. Professional Liability Insurance. Outside Counsel will maintain in full force and effect, during the life of this Agreement, Standard Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence with a maximum deductible of Fifty Thousand Dollars (\$50,000.00). Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any legal services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

SECTION 9. Conflicts of Interests. Outside Counsel shall represent to the City that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of legal services, as provided in the standards set forth in Part III of Chapter 112, Florida Statutes. Outside Counsel shall promptly notify the City Attorney's Office, in writing, of all potential conflicts of interests, which may influence or appear to influence Outside Counsel's judgment or quality of legal services. The notice shall identify the perspective business association, interest, or circumstance and the nature of work that Outside Counsel wants to undertake and shall request the City's opinion as to whether the association, interest, or circumstance would, in the opinion of the City, constitute a conflict of interest that is entered into by Outside Counsel. The City shall notify Outside Counsel of its opinion within thirty (30) days of receipt of notification by Outside Counsel. If, in the opinion of the City, the prospective business association, interests, or circumstance would not constitute a conflict of interest by Outside Counsel, the City shall so state in its opinion, and the association, interest or circumstance shall not be deemed to be a conflict of interest with respect to the legal services provided by Outside Counsel.

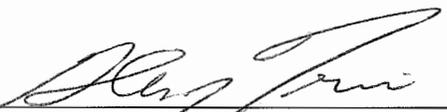
SECTION 10. Independent Contractor. Outside Counsel is, and shall be in the performance of all work, services, and activities for the City, an independent contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this engagement, shall at all times, and in all places, be subject to Outside Counsel's sole discretion, supervision, and control. Outside Counsel shall exercise control of the means and manner in which it and its employees perform the work, and in all respects, Outside Counsel's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City.

SECTION 11. Termination of Legal Services. The City has the right to terminate Outside Counsel's representation upon written notice to Outside Counsel, and said termination shall become effective upon receipt of said notice. Outside Counsel may terminate its representation upon written notice to the City, and said termination shall become effective upon receipt of said notice unless, however, termination by Outside Counsel would prejudice the City in any pending litigation. Upon termination by either party, Outside Counsel shall transfer all work in progress, completed work, and other materials related to the terminated work to the City Attorney's Office. Payment for services already rendered will be paid by the City on a pro-rata basis.

IN WITNESS WHEREOF, the parties hereto have fixed signatures of their authorized officers or partners, as appropriate, as the date and year first above written.

OUTSIDE COUNSEL:

CITY OF RIVIERA BEACH

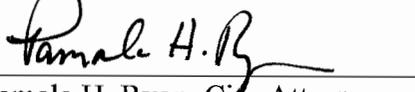
By: 
Glen J. Torcivia
Glen J. Torcivia & Associates, P.A.

By: 
Thomas A. Masters, Mayor

ATTEST:

By: 
Carrie E. Ward, MMC
City Clerk

AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Pamala H. Ryan, City Attorney

Date: 3/6/12

**LABOR REPRESENTATION AGREEMENT
AND
STANDARDS FOR LEGAL SERVICES**

THIS AGREEMENT is entered into this 9th day of March, 2012, by and between the City of Riviera Beach, Florida, hereinafter referred to as "City," and Jack L. McLean Jr. of McLean & Company, LLC, hereinafter referred to as "Outside Counsel."

WHEREAS, the City issued a Request for Proposals for Labor Services, and Outside Counsel was selected as one of two attorneys to represent the City for a variety of labor services, including, but not limited to, the negotiation of union contracts governing City employees and representation in arbitrations and other matters related to the enforcement of union contracts; and

WHEREAS, this Agreement sets out the terms and conditions of Outside Counsel's representation.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties hereto agree as follows:

SECTION 1. Services to be provided. Outside Counsel agrees to:

1. Provide labor and employment advice and counsel to the Department of Human Resources in the administration of labor contracts and the implementation of City rules and procedure;
2. Assist the City in developing contract strategy to achieve the City's policies and fiscal goals for negotiation;
3. Provide advice and counsel during all contract negotiations;
4. Review and analyze proposed articles presented by bargaining unions;
5. Provide legal opinions and memo related to the unions' bargaining articles;
6. Provide on-site appearances before the City Council in executive session to discuss contract language/proposals and strategy;
7. Conduct the actual negotiation on behalf of the City on all or a portion of the City's labor contracts; draft the City's proposed contract articles for a labor contract and prepare final contract draft, once the reach agreement, and

8. Represent the City in impasse hearings, arbitration hearings; unfair labor practice proceedings, and all other labor and related employment law matters not described above.

SECTION 2. Compensation for Services. The City agrees to compensate Outside Counsel for legal services performed on behalf of the City at the hourly rate of \$275 per hour.

SECTION 3. Term of the Agreement; Modification. The term of this Agreement shall be three (3) years commencing on the date hereinabove set forth. In the event that a term needs to be modified or the agreement amended, the parties agree to engage in discussions regarding the same at least thirty (30) days in advance of any anticipated alteration.

SECTION 4. Billing. All invoices must be submitted to the Department of Human Resources, which will review the same with the City Attorney's Office. When appropriate, invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. The City does not accept grouping of activities or "block billing." Each task must be billed separately and, each billing entry must be sufficiently descriptive so the City Attorney's Office can determine exactly what professional service was provided and can assess the appropriateness of the related time charge. Additionally, the personnel who perform each task must be specified together with their hourly rate. Any other type of billing or timekeeping, which allows compensation for time not actually spent by Outside Counsel, is not permitted by the City.

SECTION 5. Costs and Expenses. Except as otherwise provided herein, in-house photocopying will be paid at a rate of ten cents per page, and facsimile charges will be billed at the actual rate. The use of couriers or express mail requires prior approval from the City Attorney's Office. Records for long distance telephone calls should reflect the date, length of call, and per minute cost, if provided. Further, except as otherwise provided herein, any travel, per diem, mileage, or meal expenses, which may be reimbursable, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. For all disbursements, the City requires copies of paid receipts, invoices, or other documentation acceptable to the City of Riviera Beach Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of the legal services provided.

The City will not be responsible for the cost of any computerized legal research service that Outside Counsel receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the City requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved by the City Attorney in advance. Since assignments are made to firms which have been selected for their expertise in particular areas of law, the City will not pay for research that is routine in nature. The City will pay only for updating and shephardizing existing research and/or fact specific research.

SECTION 6. Attorney-Client Relationship and Confidentiality. Outside Counsel and the City agree and understand that all communication they have had, and will have, relating to this engagement is communication undertaken in anticipation of litigation and/or within the scope of an attorney-client relationship. The confidentiality and trust demanded by this professional relationship is both required and protected by law. The City may rely on the privileges accorded this professional relationship in all matters in which Outside Counsel provides legal services. Furthermore, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense shall be kept confidential and shall not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order.

SECTION 7. Public Records. Please be advised that the City and all its activities, unless exempt, are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes). As such, Outside Counsel must observe and comply with the requirements of said laws and all related City policies and procedures.

SECTION 8. Professional Liability Insurance. Outside Counsel will maintain in full force and effect, during the life of this Agreement, Standard Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence with a maximum deductible of Fifty Thousand Dollars (\$50,000.00). Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any legal services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

SECTION 9. Conflicts of Interests. Outside Counsel shall represent to the City that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of legal services, as provided in the standards set forth in Part III of Chapter 112, Florida Statutes. Outside Counsel shall promptly notify the City Attorney's Office, in writing, of all potential conflicts of interests, which may influence or appear to influence Outside Counsel's judgment or quality of legal services. The notice shall identify the perspective business association, interest, or circumstance and the nature of work that Outside Counsel wants to undertake and shall request the City's opinion as to whether the association, interest, or circumstance would, in the opinion of the City, constitute a conflict of interest that is entered into by Outside Counsel. The City shall notify Outside Counsel of its opinion within thirty (30) days of receipt of notification by Outside Counsel. If, in the opinion of the City, the prospective business association, interests, or circumstance would not constitute a conflict of interest by Outside Counsel, the City shall so state in its opinion, and the association, interest or circumstance shall not be deemed to be a conflict of interest with respect to the legal services provided by Outside Counsel.

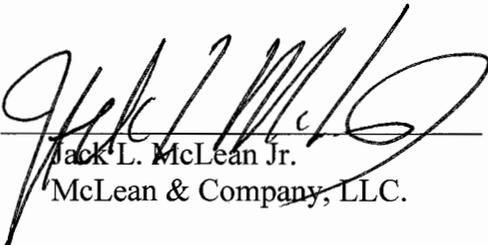
SECTION 10. Independent Contractor. Outside Counsel is, and shall be in the performance of all work, services, and activities for the City, an independent contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this engagement, shall at all times, and in all places, be subject to Outside Counsel's sole discretion, supervision, and control. Outside Counsel shall exercise control of the

means and manner in which it and its employees perform the work, and in all respects, Outside Counsel's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City.

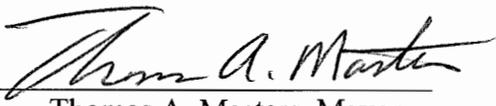
SECTION 11. Termination of Legal Services. The City has the right to terminate Outside Counsel's representation upon written notice to Outside Counsel, and said termination shall become effective upon receipt of said notice. Outside Counsel may terminate its representation upon written notice to the City, and said termination shall become effective upon receipt of said notice unless, however, termination by Outside Counsel would prejudice the City in any pending litigation. Upon termination by either party, Outside Counsel shall transfer all work in progress, completed work, and other materials related to the terminated work to the City Attorney's Office. Payment for services already rendered will be paid by the City on a pro-rata basis.

IN WITNESS WHEREOF, the parties hereto have fixed signatures of their authorized officers or partners, as appropriate, as the date and year first above written.

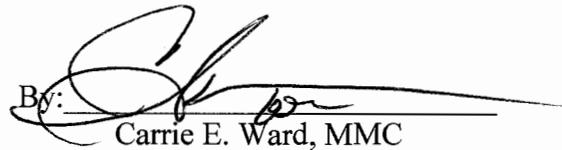
OUTSIDE COUNSEL:

By: 
Jack L. McLean Jr.
McLean & Company, LLC.

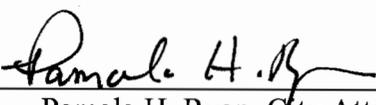
CITY OF RIVIERA BEACH

By: 
Thomas A. Masters, Mayor

ATTEST:

By: 
Carrie E. Ward, MMC
City Clerk

AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Pamala H. Ryan, City Attorney

Date: 3/7/12

RESOLUTION NO. 36-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR \$1,500,000 FOR REMEDIATION FOR CONSTRUCTION OF PHASE TWO SOUTH END OF THE MARINA, UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM; AND UPON NOTIFICATION OF AWARD, ACCEPT THE GRANT AND AUTHORIZE THE INTERIM FINANCE DIRECTOR TO ESTABLISH THE BUDGET; AND PROVIDING AN EFFECTIVE DATE.

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

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

Project Title: Municipal Marina Remediation Construction Phase 2

Total Estimated Cost: \$1,500,000

Total Cost of Project: \$3,000,000

Brief Description of Project: This marina construction project includes construction of replacement of the southern portion of the north to south seawall, floating docks and utilities, fuel line and facilities, project management and including dredging.

WHEREAS, the City again has an opportunity to apply for an additional grant for \$1,500,000, which is due April 1, 2012; and

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

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

SECTION 1. The City Council authorizes the City Manager to submit an additional grant application to the Florida Inland Navigation District in the amount of \$1,500,000 - 50% of the actual cost of the project.

SECTION 2. The City Council authorizes the Interim Finance Director to establish the budget.

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

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

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

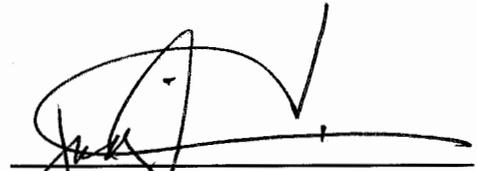
SECTION 5. This resolution shall take effect immediately upon its approval.

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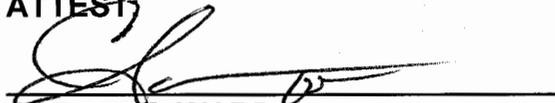
PASSED and APPROVED this 7TH day of MARCH, 2012.

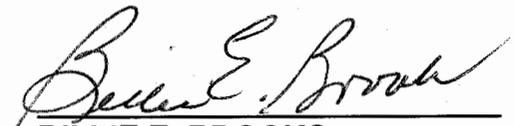
APPROVED:


THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM


DAWN S. PARDO
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. BROOKS

SECONDED BY: S. LOWE

J. DAVIS AYE

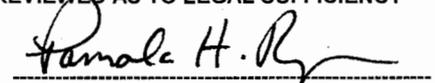
B. BROOKS AYE

D. PARDO AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY
DATE: 3/6/12

RESOLUTION NO. 37-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SUPPORTING THE PURCHASE AND INSTALLATION OF A CITY ENTRANCE SIGN ON US 1 IN THE TOTAL AMOUNT OF \$12,410; AUTHORIZING THE USE OF \$6,000 IN COMMUNITY BENEFITS FUNDS TO ASSIST IN PURCHASING THE SIGN; AUTHORIZING THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE ROAD IMPACT FEE FROM ACCOUNT #303-00-271104 IN THE AMOUNT OF \$6,410 FOR THE REMAINDER OF FUNDS NECESSARY TO PURCHASE THE SIGN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach utilizes entrance signs on major roadways into the City to welcome the traveling public to the City of Riviera Beach; and

WHEREAS, an aged City entrance sign exists on US Highway 1, south of Silver Beach Road; and

WHEREAS, Council Chairperson Judy Davis wishes to utilize \$6,000 of Waste Management Community Benefits Funds toward the installation of a new City entrance sign on the west side of US Highway 1, south Silver Beach Road; and

WHEREAS, the City Purchasing Department obtained quotes for the construction and installation of the new City entrance sign; and

WHEREAS, the lowest quote for the new City entrance sign on US Highway 1 was from All Site Construction in the amount of \$12,410; and

WHEREAS, the balance of the funding for the new City entrance sign after the \$6,000 Community Benefits funds are taken into account is \$6,410, which will be allocated from account number 303-00-271104; and

WHEREAS, the City Council finds that the construction and installation of a new City entrance sign on the west side of US Highway 1 is in the public interest.

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

RESOLUTION NO. 37-12

PAGE 2

SECTION 1. That the City Council hereby authorizes the use of \$6,000 of Waste Management Community Benefits Funds as donated by Councilperson Judy Davis and \$6,410 of funds from the Road Impact Fee Account # 303-00-271104 for a total of \$12,410, per the quote from All Site Construction to construct and install a City of Riviera Beach entrance sign (Exhibit A) on the west side of US Highway 1, south of Silver Beach Road.

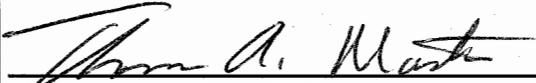
SECTION 2. That the Interim Finance Director is authorized to appropriate and expend funds in the Road Impact Fee Account # 303-00-271104 in the amount of \$6,410 and \$6,000 from Waste Management Community Benefits Fund for installation of a City entrance sign.

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

PASSED and APPROVED this 7TH **day of** MARCH, **2012**

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APPROVED:


THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. BROOKS

SECONDED BY: D. PARDO

B. BROOKS OUT

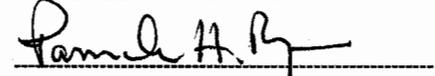
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/29/12