

RESOLUTION NO. 61-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE INTERIM FINANCE DIRECTOR TO TRANSFER \$28,202.06 FROM GENERAL FUND CONTINGENCY FOR FY2012 EXPENDITURES TO PUBLIC WORKS REPAIR AND MAINTENANCE ACCOUNT NUMBER 001-1127-541-0-4601; AND APPROVING THE PAYMENT OF \$28,202.06 TO FLORIDA EAST COAST RAILWAY FROM ACCOUNT NUMBER 001-1127-541-0-4601 FOR THE MAINTENANCE OF WEST 13TH STREET NEAR AVENUE R AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has an existing agreement with Florida East Coast Railway that requires the City to pay maintenance costs associated with the 13th Street railroad crossing near Avenue R; and

WHEREAS, FEC recently performed construction work and invoiced the City for work performed at the crossing; and

WHEREAS, the annual amount budgeted for railroad crossings is for general maintenance only and a request is being made to pay for the construction work, under the existing agreement, through a transfer of funds from the General Fund Contingency to Public Works Repair and Maintenance account number 001-1127-541-0-4601.

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

SECTION 1. The Interim Finance Director is authorized to transfer \$28,202.06 from General Fund Contingency for FY 2012 expenditures to Public Works Repair and Maintenance account 001-1127-541-0-4601.

SECTION 2. The Interim Finance Director is authorized to make payment from account number 001-1127-541-0-4601 in the amount of \$28,202.06 to Florida East Coast Railway.

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

PASSED and APPROVED this 6 day of June, 2012.

RESOLUTION NO. 61-12

PAGE: 2

APPROVED:



THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



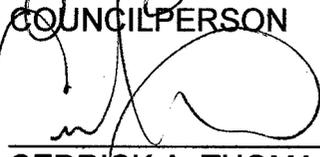
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ABSENT

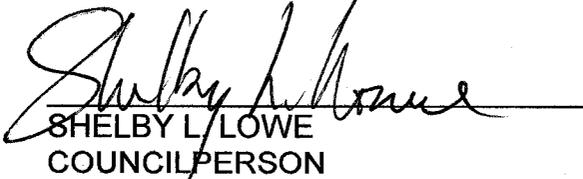
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: J. DAVIS

J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

D. PARDO ABSENT

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/23/12

RESOLUTION NO. 62-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE GRANT APPLICATION SUBMITTAL AND ACCEPTANCE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE - EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAMS (JAG) IN THE AMOUNT OF \$43,227; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO SET UP THE BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Department of Justice has established an Edward Byrne Memorial Justice Assistance Grant (JAG); and

WHEREAS, the City of Riviera Beach has been allocated funds in the amount of \$43,227. ; and

WHEREAS, upon award of funds, these funds will be used to purchase in-car video systems for patrol vehicles; and

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

SECTION 1: The Interim Finance Director is authorized to accept Grant Funds in the amount of \$43,227. on behalf of the City.

SECTION 2: The Interim Finance Director is authorized to set up a budget to expend the funds.

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

PASSED and APPROVED this 6 day of June, 2012

APPROVED:



THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



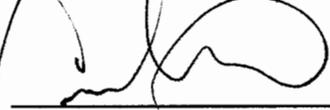
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



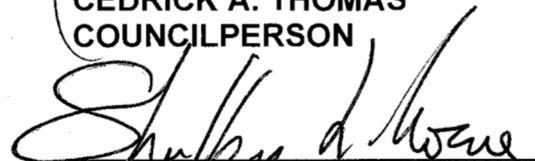
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

B. BROOKS AYE

D. PARDO ABSENT

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/15/12

RESOLUTION NO. 63-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 310-11 TO KOLDAIRE, INC. OF SUNRISE, FLORIDA FOR THE INSTALLATION OF A NEW HVAC UNIT AT THE POLICE DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED CONSTRUCTION SERVICES CONTRACT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO TRANSFER \$59,777 FROM GENERAL FUND CONTINGENCY FOR EXPENDITURES TO ACCOUNT NUMBER 001-0817-521-0-6405 AND MAKE PAYMENT FROM SAME; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Riviera Beach Police Department is in need of a new Heating, Ventilation and Air Conditioning (HVAC) unit to replace the current malfunctioning unit; and

WHEREAS, the City's Purchasing Department solicited bids for the installation of the new unit with Koldaire, Inc, being the lowest responsive and responsible bidder; and

WHEREAS, neither the Police Department's budget nor the Public Works' budget can support the expense of replacing the HVAC System; and

WHEREAS, the new HVAC unit will cost \$59,777.00 and a request is being made to pay for the replacement through a transfer from the General Fund Contingency account.

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 accepts the bid proposal and awards the Construction Services Contract to Koldaire Inc. of Sunrise, FL, the lowest responsive and responsible bidder, in the amount of \$59,777.00 for the installation of a new HVAC unit at the Police Department.

SECTION 2: The Mayor and City Clerk are authorized to execute the Construction Services Contract.

SECTION 3: The Interim Finance Director is authorized to transfer \$59,777.00 from General Fund Contingency to account number 001-0817-521-0-6405 and make payment from same.

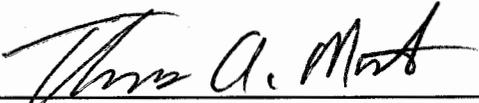
SECTION 4: The Interim Finance Director is authorized to make payment from the Police Department Repair & Maintenance Building Account number 001-0817-521-0-6405, in the amount of \$59,777.00 to Koldaire, Inc.

SECTION 5: That the City Manager shall have authority to approve change orders in an amount not to exceed ten percent (10%) of the contract amount.

SECTION 6: This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 6 day of June, 2012.

APPROVED:



THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

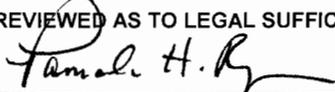


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

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

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/29/12

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 6 day of June, 2012 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as the CITY, and Koldaire, Inc. of Sunrise, FL [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 592295754.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide construction services in the area of HVAC unit replacement, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

The CITY'S representative/liasion during the performance of this Contract shall be Director of Public Works, telephone no. 561-845-4080.

ARTICLE 2 - SCHEDULE

- A. Time of Completion - Construction work must begin within five (5) calendar days of the date of equipment delivery and contract time to be calculated based on the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within ninety (90) calendar days, including delivery time, from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to one two hundred and fifty dollars (\$250) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein. It is agreed that these liquidated damages are a good faith and reasonable pre-estimate of CITY'S actual damages due to delay by CONTRACTOR because it is difficult, if not impossible, to accurately estimate the actual damages suffered by CITY due to any such delay.
- C. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. **Generally** - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed Fifty-Nine Thousand Seven Hundred Seventy-Seven (\$59,777.00). The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, without specific, prior written approval of the CITY.
- B. **Progress Invoices** - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice of work which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract. The CONTRACTOR shall also submit with each invoice an updated revised work schedule. The CONTRACTOR shall include in the Progress Invoice a Warranty of Title indicating that as of the date of Progress Invoice that all work, materials, and equipment covered by the Progress Invoice passes to the City at the time of payment of the Progress Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by the Progress Invoice and also provide Partial Releases of Lien and/or Partial Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Progress Invoice. CITY has no obligation to pay any Progress Invoice until both a Warranty of Title and Partial Releases of Lien and/or Partial Releases of Payment Bond are provided to CITY.
- C. **Progress Payments** - Progress Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative within ten days of receipt of the invoice, indicating that services have been rendered in conformity with the Contract unless the CITY requires clarification or a correction of the invoice. The invoices will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. **Payment of Expenses** - All requests for payment of expenses eligible for reimbursement under the terms of this Contract, if any, shall include copies of said receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract, if any, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- E. **Final Invoice** - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "**Final Invoice**" on the CONTRACTOR'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this

account will thereupon be closed, any and other further charges if not properly included on this Final Invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter. Further, the CONTRACTOR shall include in the Final Invoice a Warranty of Title indicating that that all work, materials, and equipment covered by this Contract passes to the City at the time of payment of the Final Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by Contract and also provide Final Releases of Lien and/or Final Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Contract. CITY has no obligation to pay the Final Invoice until both a Warranty of Title and Final Releases of Lien and/or Final Release of Payment Bond are provided to CITY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

If subcontractor(s) are used, the CONTRACTOR shall use only licensed and insured subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment and performance bond. All subcontractors shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies

under this Contract.

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

ARTICLE 8 – SBE PARTICIPATION

As set forth in the City's Procurement Ordinance, Small Business Enterprises (SBE) shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the CITY has established a minimum of 15% participation of SBE. In accordance with the Procurement Code, the CONTRACTOR agrees to the SBE participation for this Contract and agrees to abide by the provisions of the SBE section of the procurement code. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the CITY to inspect such records and provide such records to the CITY upon request.

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - AVAILABILITY OF FUNDS

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

ARTICLE 11 - INSURANCE

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

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

foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

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

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

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

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

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

ARTICLE 12 - INDEMNIFICATION

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

The CONTRACTOR further agrees to indemnify and hold harmless the CITY, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or

misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, officers, or employees are alleged to be liable, including, but not limited to, to all attorneys' fees and costs incurred by CITY.

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 - VENUE

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

ARTICLE 15-REMEDIES

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

ARTICLE 16 - CONFLICT OF INTEREST

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

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

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

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

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

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

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

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

monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

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

ARTICLE 28 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 29 - NOTICE

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

CITY OF RIVIERA BEACH
BRYNT JOHNSON
2391 AVENUE L
RIVIERA BEACH, FL 33404

and if sent to the CONTRACTOR shall be mailed to:

FRANK MONTI
KOLDAIRE, INC
4659 NW 103RD AVENUE
SUNRISE, FL 33351

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 31 - SPECIAL CONDITIONS

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

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

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

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

Std. Construction Contract February, 2011

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

ARTICLE 32 – INSPECTION OF WORK

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

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

ARTICLE 33– WARRANTY/GUARANTY

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this Contract as it relates to the installation of a new HVAC unit at the Police Department shall be guaranteed by the Manufacturer for a period of two (2) years for parts and five (5) years for compressor(s) from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, including but not limited to the HVAC unit, its parts and installation for a period of two (2) years. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to install interior fixtures and lights.

ARTICLE 34 – PROTECTION OF WORK AND PROPERTY

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

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

ARTICLE 35 – TIME

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

ARTICLE 36 - TERMINOLOGY AND CAPTIONS

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

ARTICLE 37 - WAIVER

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

ARTICLE 38 - PREPARATION

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

party by reason of the rule construction that a document is to be construed more strictly against the party who itself or through its agent has prepared the same. CITY and CONTRACTOR agree that this Contract is the product and result of a joint effort.

ARTICLE 39 - MATERIALITY

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

ARTICLE 40 - REPRESENTATIONS/BINDING AUTHORITY

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

ARTICLE 41 - EXHIBITS

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

ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

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

ARTICLE 43 - LEGAL EFFECT

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

ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 45 – SURVIVABILITY

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

ARTICLE 46 - DEFAULT

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

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

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

ARTICLE 47 - WAIVER OF SUBROGATION

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

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

ARTICLE 48 - RIGHT TO REVIEW

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

ARTICLE 49 – SUBRECIPIENT REQUIREMENTS

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

ARTICLE 50 – WAIVER OF TRIAL BY JURY

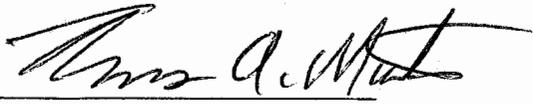
IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND CONTRACTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. CITY AND CONTRACTOR HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

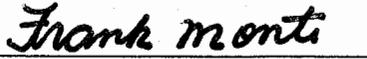
SIGNATURES ON FOLLOWING PAGE

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

CITY OF RIVIERA BEACH

KOLDAIRE, INC.

BY: 
THOMAS A. MASTERS,
MAYOR

BY: 
FRANK MONTI
PRESIDENT

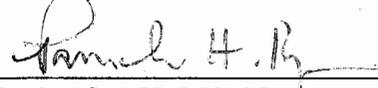
ATTEST:

BY: 
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
BRYNT JOHNSON
DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

Date: 4/6/12

EXHIBIT "A"

SCOPE OF WORK

The specifications list in this exhibit shall be considered complete unless changes are made by addendum through the City's normal RFI process; otherwise, any additional work required in the installation of the new unit that is not listed in the specifications list of scope shall be the responsibility of the contractor at no cost to the City, unless deemed an unforeseen condition.

One (1) Fifty (50) Ton RTU 27-1/2 – 50 Ton Packaged Commercial Rooftop Unit YCD600B4:

DX Cooling with Natural Gas Heat

Downflow Supply and Upflow Return

460 Volt 60 Hertz 3 Phase

Low Heat

Standard Efficiency Throwaway Filter 2"

15 HP Supply Motor

675/562 (60/50 hz) Supply Fan Drive

0-100% Economizer, Dry Bulb Control

CV (ZTC) Zone Temp Control

Thru-the- Base Electrical Provision.

Non-Fused Disconnect Switch

Trane Communication Interface

Reuse existing smoke detectors, high and low voltage electrical, curb adapter with VAV dampers and control wiring.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

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

RESOLUTION NO. 64-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 349-12 TO ALTIMA LIGHTING, INC. OF RIVIERA BEACH, FLORIDA FOR FURNISHING AND INSTALLING LIGHTING FIXTURES IN THE AMOUNT OF \$85,690.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONSTRUCTION SERVICES CONTRACT; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 114-1127-541-0-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City was awarded a federal grant from the Department of Energy through the Energy Efficiency Conservation Block Grant (EECBG) for the retrofitting of lights in the City Hall Complex; and

WHEREAS, the City solicited bids and received numerous responses for the retrofitting of lights with Altima Lighting, Inc. being the lowest responsible and responsive bidder; and

WHEREAS, the City requested that Altima Lighting, following the guidelines of the Purchasing Department's recommendation, retrofit the lights at the Police Department building using the same line item costs as the buildings that were bid; and

WHEREAS, performing the retrofits will reduce energy consumption, which is a component of the City's energy strategy that was previously adopted.

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 accepts the bid proposal and awards a Construction Services Contract to Altima Lighting, Inc. of Riviera Beach, FL, in the amount of \$85,690 for the retrofitting of lights in the Central Fire Station, City Hall, Library and the Police Department.

SECTION 2. The Mayor and City Clerk are authorized to execute the Construction Services Contract.

SECTION 3. The Interim Finance Director is authorized to make payment for same from Account Number 114-1127-541-0-3106.

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

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

RESOLUTION NO. 64-12

PAGE 2

PASSED and APPROVED this 6 day of June, 2012.

APPROVED:



THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



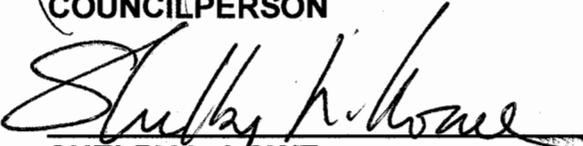
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

J. DAVIS AYE

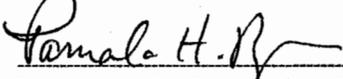
B. BROOKS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/29/12

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 6 day of June, 2012 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as the CITY, and Altima Lighting, Inc, of Riviera Beach, FL [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 650722860.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide construction services in the area of Fixture and Lighting Installation, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

The CITY'S representative/liason during the performance of this Contract shall be Director of Public Works, telephone no. 561-845-4080.

ARTICLE 2 - SCHEDULE

- A. Time of Completion - Construction work must begin as soon as reasonably possible from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within sixty (60) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein. It is agreed that these liquidated damages are a good faith and reasonable pre-estimate of CITY'S actual damages due to delay by CONTRACTOR because it is difficult, if not impossible, to accurately estimate the actual damages suffered by CITY due to any such delay.
- C. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed Eighty-Five Thousand Six Hundred Ninety Dollars (\$85,690). The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, without specific, prior written approval of the CITY.
- B. Progress Invoices - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice of work which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract. The CONTRACTOR shall also submit with each invoice an updated revised work schedule. The CONTRACTOR shall include in the Progress Invoice a Warranty of Title indicating that as of the date of Progress Invoice that all work, materials, and equipment covered by the Progress Invoice passes to the City at the time of payment of the Progress Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by the Progress Invoice and also provide Partial Releases of Lien and/or Partial Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Progress Invoice. CITY has no obligation to pay any Progress Invoice until both a Warranty of Title and Partial Releases of Lien and/or Partial Releases of Payment Bond are provided to CITY. The CONTRACTOR shall adhere to the requirements of American Recovery and Reinvestment Act (ARRA) Section 1606 as it relates to the Davis-Bacon Act and current US Department of Labor Wage Decisions.
- C. Progress Payments - Progress Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative within ten days of receipt of the invoice, indicating that services have been rendered in conformity with the Contract unless the CITY requires clarification or a correction of the invoice. The invoices will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract, if any, shall include copies of said receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract, if any, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

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

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

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

The CONTRACTOR shall adhere to the requirements of American Recovery and Reinvestment Act (ARRA) Section 1606 as it relates to the Davis-Bacon Act and current US Department of Labor Wage Decisions.

ARTICLE 7 - SUBCONTRACTING

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

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

If subcontractor(s) are used, the CONTRACTOR shall use only licensed and insured subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment and performance bond. All subcontractors shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

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

ARTICLE 8 – SBE PARTICIPATION

As set forth in the City's Procurement Ordinance, Small Business Enterprises (SBE) shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the CITY has established a minimum of 15% participation of SBE. In accordance with the Procurement Code, the CONTRACTOR agrees to the SBE participation for this Contract and agrees to abide by the provisions of the SBE section of the procurement code. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the CITY to inspect such records and provide such records to the CITY upon request.

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - AVAILABILITY OF FUNDS

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

ARTICLE 11 - INSURANCE

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

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

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

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

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

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

ARTICLE 12 - INDEMNIFICATION

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

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

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 - VENUE

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

ARTICLE 15-REMEDIES

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

ARTICLE 16 - CONFLICT OF INTEREST

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

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

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

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

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

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

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

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

monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

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

ARTICLE 28 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 29 - NOTICE

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

CITY OF RIVIERA BEACH
BRYNT JOHNSON
2391 AVENUE L
RIVIERA BEACH, FL 33404

and if sent to the CONTRACTOR shall be mailed to:

PAUL CAILLOUETTE
ALTIMA LIGHTING, INC.
836 CURRENCY DRIVE
RIVIERA BEACH, FL 33404

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 31 - SPECIAL CONDITIONS

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

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

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

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

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

ARTICLE 32 – INSPECTION OF WORK

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

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

ARTICLE 33– WARRANTY/GUARANTY

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

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to install interior fixtures and lights.

ARTICLE 34 – PROTECTION OF WORK AND PROPERTY

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

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

ARTICLE 35 – TIME

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

ARTICLE 36 - TERMINOLOGY AND CAPTIONS

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

ARTICLE 37 - WAIVER

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

ARTICLE 38 - PREPARATION

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

party by reason of the rule construction that a document is to be construed more strictly against the party who itself or through its agent has prepared the same. CITY and CONTRACTOR agree that this Contract is the product and result of a joint effort.

ARTICLE 39 - MATERIALITY

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

ARTICLE 40 - REPRESENTATIONS/BINDING AUTHORITY

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

ARTICLE 41 - EXHIBITS

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

ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

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

ARTICLE 43 - LEGAL EFFECT

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

ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 45 – SURVIVABILITY

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

ARTICLE 46 - DEFAULT

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

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

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

ARTICLE 47 - WAIVER OF SUBROGATION

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

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

ARTICLE 48 - RIGHT TO REVIEW

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

ARTICLE 49 – SUBRECIPIENT REQUIREMENTS

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

ARTICLE 50 – WAIVER OF TRIAL BY JURY

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF RIVIERA BEACH

ALTIMA LIGHTING, INC.

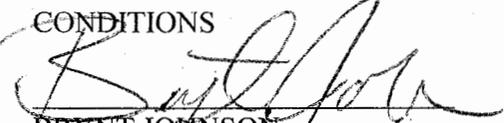
BY: 
THOMAS A. MASTERS,
MAYOR

BY: 
PAUL CAILLOUETTE
VICE PRESIDENT

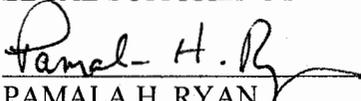
ATTEST:

BY: 
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
BRYNT JOHNSON
DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

Date: 5/29/12

EXHIBIT "A"

SCOPE OF WORK

Library Building-1st Floor

Contractor to perform the following:

1. Remove Eighty Eight (88) 2x4 2-lamp T12 recess fluorescent fixtures and furnish and install Type 'A' fixture as specified on proposed lighting fixture schedule.
2. Remove Twenty (20) 2x2 2-lamp T12 recess fluorescent fixtures and furnish and install Type 'B' fixture as specified on proposed lighting fixture schedule.
3. Remove One (1) 1x4 2-lamp T12 surface mount fluorescent fixtures and furnish and install Type 'C' fixture as specified on proposed lighting fixture schedule.
4. Remove Two (2) 4ft. 2-lamp T12 surface mount fluorescent with lens fixtures and install Type 'G' fixture as specified on proposed lighting fixture schedule.
5. Retrofit Fifteen (15) 2x4 2-lamp T12 recess fluorescent fixtures and furnish and install Type 'K' kit as specified on proposed lighting fixture schedule. Coordinate with City of Riviera Beach Public Works personnel to field locate these fixtures.

Library Building 2nd Floor

1. Remove One Hundred Nineteen (119) 2x4 2 lamp T12 recess fluorescent fixtures and furnish and install Type 'A' fixture as specified on proposed lighting fixture schedule.
2. Remove Eleven (11) 2x2 lamp T12 recess fluorescent fixtures and furnish and install Type 'B' fixture as specified on proposed lighting fixture schedule.
3. Remove Five (5) 1x4 2-lamp T12 recess fluorescent fixtures and furnish and install Type 'C' fixture as specified on proposed lighting fixture schedule.
4. Remove Two (2) 4Ft. 2-lamp T12 surface mount fluorescent with lens fixtures and furnish and install Type 'G' fixture as specified on proposed lighting fixture schedule.

City Council Municipal Office Building 1st Floor

Contractor to perform the following:

1. Remove Eighty Two (82) 2x4 2-lamp T12 recess fluorescent fixtures and furnish and install Type 'A' fixture as specified on proposed lighting fixture schedule.
2. Remove Nine (9) 2x2 lamp T12 recess fluorescent fixtures and furnish and install Type 'B' fixture as specified on proposed lighting fixture schedule.
3. Remove Eight (8) 1x4 2-lamp T12 recess fluorescent fixtures and furnish and install Type 'C' fixture as specified on proposed lighting fixture schedule.
4. Remove Seven (7) 4ft. 2-lamp T12 surface mount fluorescent with lens fixtures and furnish and install Type 'G' fixture as specified on proposed lighting fixture schedule.

EXHIBIT "A"

SCOPE OF WORK

Library Building-1st Floor

Contractor to perform the following:

1. Remove Eighty Eight (88) 2x4 2-lamp T12 recess fluorescent fixtures and furnish and install Type 'A' fixture as specified on proposed lighting fixture schedule.
2. Remove Twenty (20) 2x2 2-lamp T12 recess fluorescent fixtures and furnish and install Type 'B' fixture as specified on proposed lighting fixture schedule.
3. Remove One (1) 1x4 2-lamp T12 surface mount fluorescent fixtures and furnish and install Type 'C' fixture as specified on proposed lighting fixture schedule.
4. Remove Two (2) 4ft. 2-lamp T12 surface mount fluorescent with lens fixtures and install Type 'G' fixture as specified on proposed lighting fixture schedule.
5. Retrofit Fifteen (15) 2x4 2-lamp T12 recess fluorescent fixtures and furnish and install Type 'K' kit as specified on proposed lighting fixture schedule. Coordinate with City of Riviera Beach Public Works personnel to field locate these fixtures.

Library Building 2nd Floor

1. Remove One Hundred Nineteen (119) 2x4 2 lamp T12 recess fluorescent fixtures and furnish and install Type 'A' fixture as specified on proposed lighting fixture schedule.
2. Remove Eleven (11) 2x2 lamp T12 recess fluorescent fixtures and furnish and install Type 'B' fixture as specified on proposed lighting fixture schedule.
3. Remove Five (5) 1x4 2-lamp T12 recess fluorescent fixtures and furnish and install Type 'C' fixture as specified on proposed lighting fixture schedule.
4. Remove Two (2) 4Ft. 2-lamp T12 surface mount fluorescent with lens fixtures and furnish and install Type 'G' fixture as specified on proposed lighting fixture schedule.

City Council Municipal Office Building 1st Floor

Contractor to perform the following:

1. Remove Eighty Two (82) 2x4 2-lamp T12 recess fluorescent fixtures and furnish and install Type 'A' fixture as specified on proposed lighting fixture schedule.
2. Remove Nine (9) 2x2 lamp T12 recess fluorescent fixtures and furnish and install Type 'B' fixture as specified on proposed lighting fixture schedule.
3. Remove Eight (8) 1x4 2-lamp T12 recess fluorescent fixtures and furnish and install Type 'C' fixture as specified on proposed lighting fixture schedule.
4. Remove Seven (7) 4ft. 2-lamp T12 surface mount fluorescent with lens fixtures and furnish and install Type 'G' fixture as specified on proposed lighting fixture schedule.

City Council Municipal Office Building 2nd Floor

1. Remove One Hundred (100) 2x4 2-lamp T12 recess fluorescent fixtures and furnish and install Type 'A' fixture as specified on proposed lighting fixture schedule.
2. Remove Sixteen (16) 2x2 2-lamp T12 recess fluorescent fixtures and furnish and install Type 'B' fixtures as specified on proposed lighting fixture schedule.
3. Remove Three (3) 1x4 2-lamp T12 recess fluorescent fixtures and furnish and install Type 'C' fixture as specified on proposed lighting fixture schedule.
4. Remove Six (6) 4ft. 2-lamp T12 surface mount fluorescent with lens fixtures and furnish and install Type 'G' fixture as specified on proposed lighting fixture schedule.

Fire Station Building Central Fire Station

Contractor to perform the following:

1. Remove Twenty Seven (27) 2x4 2-lamp T12 recess fluorescent fixtures and furnish and install Type 'A' fixture as specified on proposed lighting fixture schedule.
2. Remove One (1) 2x2 2-lamp T12 recess fluorescent fixtures and furnish and install Type 'B' fixture as specified on proposed lighting fixture schedule.

Fire Station Building Common Space

1. Remove Seventeen (17) 1x4 2-lamp T12 recess fluorescent fixtures and furnish and install Type 'C' fixture as specified on proposed lighting fixture schedule.

Fire Station Building Lockers

1. Remove Five (5) 4ft. 2-lamp T12 surface mount fluorescent with lens fixtures and furnish and install Type 'G' fixture as specified on proposed lighting fixture schedule.
2. Remove Five (5) 8ft. 1-lamp T12 surface mount fluorescent with lens fixtures and furnish and install Type 'F' fixture as specified on proposed lighting fixture schedule.
3. Retrofit Two (2) 2x4 2-lamp T12 recess fluorescent fixtures and furnish and install Type 'K' kit as specified on proposed lighting fixture schedule. Coordinate with City of Riviera Beach Public Works personnel to field locate these fixtures.
4. Remove One (1) 4ft. 2-lamp T12 surface mount vapor proof fluorescent fixtures and furnish and install Type 'H' fixture as specified on proposed lighting schedule.

Fire Station Building Classrooms

1. Remove Six (6) 2x4 3-Lamp T12 recess fluorescent fixtures and furnish and install Type 'A' fixture as specified on proposed lighting fixture schedule.
2. Remove Five (5) 4ft. 1-lamp T12 surface mount fluorescent with reflector fixtures as furnish and install Type 'F1' fixture as specified on proposed lighting fixture schedule.

Fire Station Building Apparatus bay/ Exterior Lighting

1. Remove Thirteen (13) 400 watt metal halide fixtures and furnish and install 4ft fluorescent linear hibay Type 'D' fixture as specified on proposed lighting fixture schedule.
2. Remove Five (5) 175 watt metal halide wall packs fixtures and furnish and install fluorescent wall packs Type 'E' fixture as specified on proposed lighting fixture schedule.

Police Building

1. Remove and Replace one hundred fifty-six (156) fixtures on the 1st floor
2. Remove and Replace one hundred four (104) fixtures on the 2nd floor

EXHIBIT "B"

SCHEDULE OF PAYMENTS

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

RESOLUTION NO. 65-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM OTHER GRANTS AND AIDS ACCOUNT NUMBER 001-0203-519-0-8301 FOR THE RIVIERA BEACH YOUTH AND RECREATION OUTSIDE AGENCY FUNDING PROGRAM RECIPIENTS IN THE AMOUNT OF \$20,000 TO ASSIST NON-CITY AGENCIES IN BROADENING THE ARRAY OF WHOLESOME SUMMER ACTIVITIES AVAILABLE TO CITY YOUTH; AND AUTHORIZING THE AGENCIES' DESCRIPTION OF THE SCOPE OF SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council appropriated funding for the Youth and Recreation Outside Agency Program in the 2011-2012 budget; and

WHEREAS, this is the 4th year of funding for the program which is primarily focused toward organizations that provide youth and recreational activities that are not currently being provided by the City's Recreation Department; and

WHEREAS, the purpose of this program is to leverage resources that assist in further addressing needs of city youth ages 6 - 21; and

WHEREAS, eleven (11) of the seventeen (17) agencies that applied this year have summer programs that qualify for funding.

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

SECTION 1. The Interim Finance Director is authorized to make payment from Other Grants and Aids Account No. 001-0203-519-0-8301 for the grant recipients totaling \$20,000.

SECTION 2. This Resolution shall become effective upon its passage and approval by the City Council.

RESOLUTION NO. 65-12

-2-

PASSED and APPROVED this 6 day of June, 2012.

APPROVED:

[Signature]
THOMAS A. MASTERS
MAYOR

[Signature]
BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

[Signature]
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

[Signature]
DAWN S. PARDO
CHAIR PRO TEM

[Signature]
JUDY L. DAVIS
COUNCILPERSON

[Signature]
CEDRICK A. THOMAS
COUNCILPERSON

[Signature]
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS AYE

D. PARDO ABSENT

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

[Signature]
PAMALA HANNA RYAN, CITY ATTORNEY
DATE: 5/29/12

RESOLUTION NO. 66-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE INTERIM FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN THE IMPACT FEE FUND ACCOUNT FOR ROADS IN THE AMOUNT OF \$625,000 FROM THE FY2012 EXPENDITURES AND CREATE A BUDGET FOR THE RECONSTRUCTION OF 13TH STREET BETWEEN 13TH COURT AND AVENUE R AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City, with the passing of the State's budget, will be receiving \$500,000 to assist with the reconstruction of West 13th Street ; and

WHEREAS, the City has to provide funding to pay for pre-design work and design services that are required before the City can submit proper paperwork requesting funds from the State; and

WHEREAS, appropriating fund balance in the impact fee fund account for roads in the amount of \$625,000 and creating a budget for the basic reconstruction of West 13th Street from 13th Court to Avenue R will provide additional funding to assist with the preliminary work and construction; and

WHEREAS, remaining funds not used for the pre-design and design work will be incorporated into the project's construction 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 Interim Finance Director is authorized appropriate fund balance in the impact fee fund account for roads in the amount of \$625,000 for the reconstruction of West 13th Street between 13th Court and Avenue R.

SECTION 2. The Interim Finance Director is authorized to create a budget for the basic reconstruction of West 13th Street to pay for surveying, geotechnical work and design with the remainder of the funds being incorporated into the construction budget.

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

PASSED and APPROVED this 6 day of June, 2012.

RESOLUTION NO. 66-12

PAGE: 2

APPROVED:



THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
CHAIRPERSON

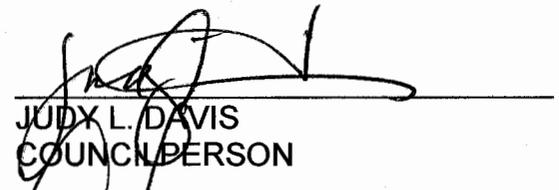
ATTEST:



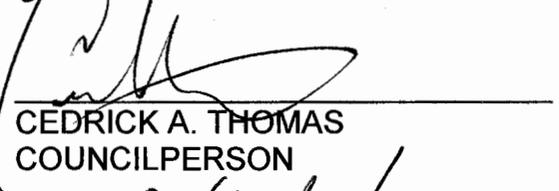
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

Absent

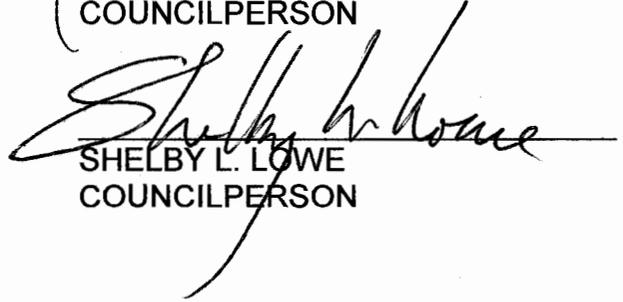
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

J. DAVIS AYE

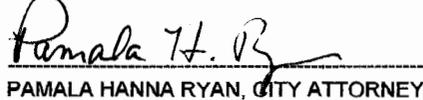
B. BROOKS AYE

C. THOMAS AYE

D. PARDO ABSENT

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/23/12

RESOLUTION NO. 67-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING "EARLY VOTING" IN THE CITY OF RIVIERA BEACH TO PROVIDE VOTERS IN THE CITY AND THROUGHOUT AN EXTENDED TIME PERIOD OTHER THAN THE PRIMARY AND GENERAL ELECTIONS DATE AN OPPORTUNITY TO CAST AN EARLY VOTE DURING THE AUGUST 14TH PRIMARY AND THE NOVEMBER 6TH GENERAL ELECTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, early voting is defined as "casting a ballot prior to the Election Day at a designated location for same and depositing the voted ballot in the tabulation system"; and

WHEREAS, in 2004 the legislature passed legislation which standardize Early Voting throughout the state of Florida and as a result the City Clerk requested the use of city hall which is geographically located within the municipal boundaries to accommodate all voters desiring to cast an early vote; and

WHEREAS, the City Council authorized the City Clerk to began the procedures to implement "Early Voting" in the City of Riviera Beach in conjunction with the November 4, 2008 General Elections; and

WHEREAS, under the new House Bill 1355 a directive was issued that became effective May 2011, that Early Voting will be conducted 10 days before the election and ends on the 3rd day before an election; and

WHEREAS, it is the desire of the City to again designate City Hall as an Early Voting site in the City of Riviera Beach to provide accommodations to the voters and residents of the city as well as the state of Florida with 16 additional days in lieu of the 1 day of the actual election day an opportunity to cast an early vote during the Primary Elections scheduled to be held August 14, 2012; and the General Elections scheduled to be held November 6, 2012.

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

SECTION 1. That the Palm Beach Supervisor of Elections is authorized to setup the necessary equipment and to provide the necessary site staffing for both Early Voting dates.

SECTION 2. Proposed dates and operational hours for the scheduled Primary and General 2012 Elections:

August 14, 2012 Primary Elections

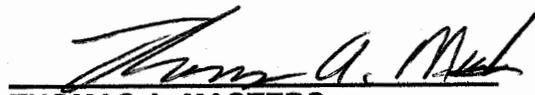
Saturday, August 4TH daily until Saturday August 11TH daily
10:00 A.M. – 6:00 P.M.

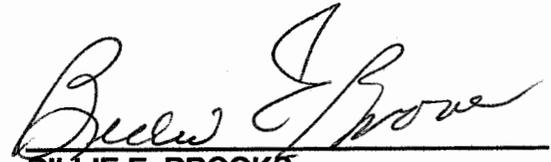
November 6, 2012 General Elections

Saturday, October 27 daily until Saturday November 3 daily
7:00 A.M. – 7:00 P.M.

PASSED AND APPROVED THIS 6 DAY OF June, 2012.

APPROVED:

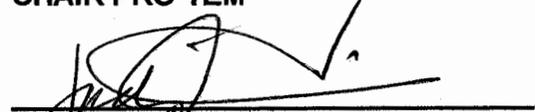

THOMAS A. MASTERS
MAYOR


BILLIE E. BROOKS
CHAIRPERSON

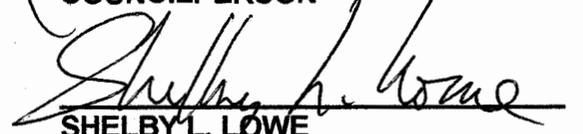
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM

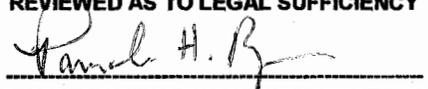

JUDY L. DAVIS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS
SECONDED BY: S. LOWE

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

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/6/12

RESOLUTION NO. 68-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE TRANSFER OF \$60,000 FROM GENERAL FUND CONTINGENCY TO THE JAZZ AFTER DARK FOR THE REMAINDER OF THE FISCAL YEAR AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in the Adopted Budget for Fiscal Year 2012 the City Council approved funding \$20,000 Seed money for Jazz After Dark. Since October there have been two weather related cancellations and one January event was cancelled, and;

WHEREAS, due to the in climate weather and the cancellation the event has lost \$31,000, and

WHEREAS, the City Council directed staff to come back with options funding the event and making it more profitable; and

WHEREAS, the City desires to continue Jazz After Dark as it is one of the City's premier attractions.

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

SECTION 1. The City Council approves transferring \$60,000 from General Fund Contingency to fund the remaining fiscal year events and funding the deficit.

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

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

PASSED and APPROVED this 6TH day of June, 2012.

RESOLUTION NO. 68-12
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


JUDY L. DAVIS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: J. DAVIS

B. BROOKS AYE

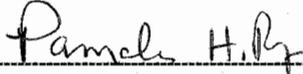
J. DAVIS AYE

C. THOMAS AYE

D. PARDO ABSENT

S. LOWE NAY

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/6/12

RESOLUTION NO. 69-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DIRECTING CITY STAFF TO GIVE NOTICE TO VIKING DEVELOPERS, LLC., THE MASTER DEVELOPER, NOTICE OF ITS INTENTION TO NEGOTIATE AN AGREEMENT REGARDING CERTAIN PROJECT ELEMENTS IN ACCORDANCE WITH THE APPROVED MASTER DEVELOPER AGREEMENT; AUTHORIZING STAFF TO MOVE FORWARD WITH DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach ("City"), the Community Redevelopment Agency ("the Agency"), and Viking Developers, LLC, entered into a Master Developer Agreement (the "Agreement") which provided the terms and conditions for the development of the City's Marina District; and

WHEREAS, the Agreement provides in sections 2.04 and 2.05, that the development of the Marina District is comprised of 19 separate project elements and when appropriate any party can give notice to another party that it is prepared to enter negotiations to develop any of the project elements and said negotiations are to commence within sixty (60) days; and

WHEREAS, City staff and Agency staff are prepared to commence development of Bicentennial Park, Newcomb Hall, the Tiki Restaurant, a parking facility, and a public market, all of which constitute necessary public improvements required for the development of private uses in the Marina District.

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

SECTION 1. City staff is authorized to give written notice to the Developer of the City's intention to negotiate an agreement with the Developer regarding the following elements of the Concept Plan:

- a. Bicentennial Park
- b. Newcomb Hall
- c. the Tiki Restaurant
- d. a parking facility
- e. a public market

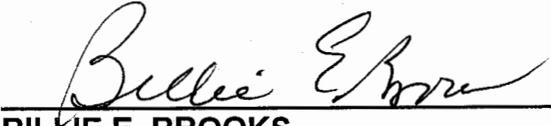
SECTION 2. City staff is authorized to move forward with the development of the above elements as authorized in section 2.06 of the Agreement should the Developer choose not to develop the elements in accordance with the Agreement.

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

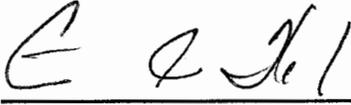
PASSED and APPROVED this 20TH day of June, 2012.

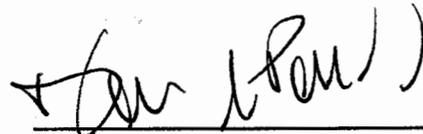
APPROVED:


THOMAS A. MASTERS
MAYOR


BILLIE E. BROOKS
CHAIRPERSON

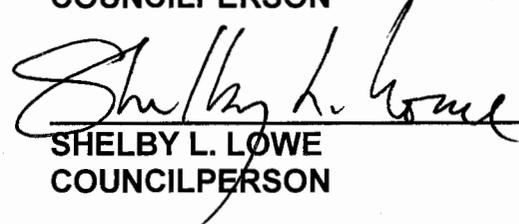
ATTEST:


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: S. LOWE

B. BROOKS AYE

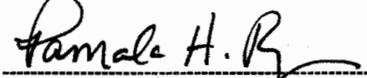
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/13/12

RESOLUTION NO. 70-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY PROVIDING FOR REIMBURSEMENT TO THE CITY FOR PROFESSIONAL SERVICES RELATED TO THE REDEVELOPMENT PLAN; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY AND THE CITY OF RIVIERA BEACH; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Riviera Beach (City) created the Riviera Beach Community Redevelopment Agency (CRA) in 1974, consistent with the Community Redevelopment Act. The fundamental purpose of the CRA is to facilitate redevelopment in an area that has been determined to be slum and blight; and

WHEREAS, the City and CRA created a redevelopment plan which outlines future development goals and strategies within the boundaries of the CRA; and

WHEREAS, the CRA utilizes City professional staff services to implement the redevelopment plan; and

WHEREAS, the City and CRA wish to establish fee methodologies to determine payment due for said staff services; and

WHEREAS, the City and CRA are committed to work together to further the public health, safety and welfare of the citizens and businesses of Riviera Beach; and

WHEREAS, participation in this Interlocal Agreement will not diminish any existing local government's powers, or bind them to any further action or expenditure of funds, other than as set forth or otherwise provided for herein.

RESOLUTION NO. 70-12
PAGE 2

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 of the City of Riviera Beach hereby approves the attached Interlocal Agreement and Exhibit "A", further authorizing the Mayor and City Clerk to execute the attached Interlocal Agreement and Exhibit "A".

SECTION 2. Should any of the provisions of this Resolution, Interlocal Agreement or Exhibit be held invalid, such provision shall be null and void, and shall be deemed separate from the remaining provisions and shall in no way affect the validity of any of the remaining provisions of the Resolution.

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

PASSED and APPROVED this 20TH day of JUNE, 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



SHELBY L. LOWE
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: D. PARDO

B. BROOKS AYE

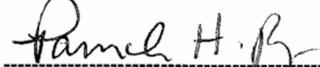
D. PARDO AYE

J. DAVIS AYE

S. LOWE AYE

C. THOMAS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/13/12

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF RIVIERA BEACH
AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
PROVIDING FOR REIMBURSEMENT TO THE CITY FOR PROFESSIONAL
SERVICES RELATED TO THE REDEVELOPMENT PLAN.**

THIS INTERLOCAL AGREEMENT entered into this 20 day of June, 2012, by and between THE CITY OF RIVIERA BEACH, a municipal corporation existing under the laws of the State of Florida (hereinafter "CITY") and the City of Riviera Beach COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (hereinafter "CRA").

R E C I T A L S

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the need and development of local communities; and

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

WHEREAS, the CITY created the CRA in 1974 consistent with the Community Redevelopment Act (hereinafter "Act"). The fundamental purpose of the CRA is to facilitate redevelopment in an area that has been determined to be slum and blight. In 1999, the CITY performed a "Finding of Necessity", which allowed the CITY to expand the CRA boundary and adopted the "Finding of Necessity" per Resolution No. 88-01; and

WHEREAS, the CRA desires the CITY to provide professional services and the CITY agrees to provide the CRA certain professional services, as requested; and

WHEREAS, the CRA and the CITY desire to provide the framework for the procedures to compensate the CITY for the CITY's services provided to the CRA; and

WHEREAS, the CITY desires to continue to provide services to the CRA in order to protect the public health, safety and welfare of the residents of the CITY.

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

ARTICLE I
RECITALS

1. The above recitals are true and incorporated herein.

ARTICLE 2
SERVICES

The CITY agrees to perform services as requested by the CRA. Procedurally, the CRA will make a request in writing for the City to perform certain services, and the CITY, when requested by the CRA, agrees to perform those services in accordance with Exhibit "A" as attached hereto and incorporated herein, or in the absence of a specific enumeration within Exhibit "A", the CITY may provide services as agreed to by the City Manager and the CRA Executive Director.

ARTICLE 3
METHOD OF REIMBURSEMENT AND COMPENSATION

3.1 Reimbursement to CITY. In consideration of providing the services described in Article 2 hereof by the CITY commencing from October 1, 2011, the CRA will compensate the CITY, to the extent funds of the CRA are budgeted and available in accordance with the methodology identified in Exhibit "A", as amended from time to time. The CRA's payment obligations under this Agreement constitute an obligation to pay and indebtedness in accordance with the Act.

3.3 Annual Statement. The City Manager and the CRA's Executive Director shall jointly prepare an annual statement reflecting anticipated services to be provided by the CITY and related costs and all unpaid obligations from prior periods. The amount in the annual statement shall be agreed upon by the CITY and the CRA, in advance, during the budgetary process of the CITY and the CRA by no later than July 1st of each fiscal year. The methodology for establishing the costs associated with anticipated services are identified in "Exhibit A" to this agreement.

3.4 Payment. The parties agree that the CRA's obligation to compensate the CITY pursuant to Section 3.1 hereinabove shall be made to CITY in accordance with the CRA approved budget. The CITY agrees to invoice the CRA not later than thirty (30) days after the close of the quarter. Upon invoice submitted by the CITY to the CRA, the CRA agrees to pay said invoice within thirty (30) days. The invoice will be based on "actual" time and expenses incurred by the CITY for the benefit of the CRA and requested by the CRA for services rendered during the quarter. Total

hours accrued for hourly allocated services rendered according to Exhibit "A" will be itemized in each invoice. For all other services, required documentation, by department, will include a list of specific CRA projects worked on and a general statement of what specific work was done. The aggregate total of the four quarterly billings shall not exceed the amount budgeted by the CRA and the CITY for such services.

ARTICLE 4 MISCELLANEOUS

4.1 Continued Cooperation. This Agreement assumes the close coordination and cooperation between the CRA and essential CITY staff and CITY functions particularly regarding planning, financial administration, reporting, and auditing; and administration and implementation of the Plan and capital projects.

4.2 Term and Termination.

4.2.1 This Agreement shall take effect retroactively to October 1, 2011, and shall be terminated as provided herein. Moreover, if the parties fail to approve the Annual Statement as provided herein, then the Agreement shall automatically terminate on September 30th of that year. If, however, the Annual Statement is approved, this Agreement shall automatically renew for an additional year.

4.2.2 This Agreement may be terminated by CITY or the CRA upon at least thirty (30) days' advance written notice to the other party. After termination of the Agreement, the CITY shall transfer to the CRA copies of any documents, data, and information requested by the CRA relating to the services provided for herein. Regardless of the termination of this Agreement, the CRA shall pay to the CITY all outstanding fees and costs, incurred but not billed as of the termination date.

4.3 Records. The CITY and CRA shall keep records and accounts which shall be available at all reasonable times for examination and audit by the CRA and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement.

4.4 Sovereign immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

4.5 Independent Contractor. The CITY is an independent contractor under this Agreement. Services provided by the CITY shall be by employees of the CITY and subject to supervision by the CITY, and not as officers, employees, or agents of the CRA. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative

procedures applicable to services rendered under this Agreement shall be those of the CITY.

4.6 Assignments and Amendments.

4.6.1 This Agreement or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CRA or CITY, without the prior written consent of the other party.

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

4.7 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the place last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following as the respective places for giving of notice:

CITY: City Manager
City of Riviera Beach
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404

With a copy to:

City Attorney
City of Riviera Beach
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404

CRA: Riviera Beach Community Redevelopment Agency
2001 Broadway, Suite 300
Riviera Beach, FL 33404
Attention: Executive Director

With a copy to:

J. Michael Haygood
Haygood & Harris, LLC
1551 Forum Place, 400-B
West Palm Beach, FL 33401

4.8 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

4.9 Severability. If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to the persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be effected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

4.10 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County.

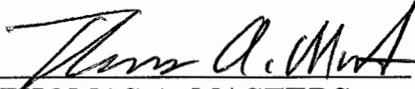
4.11 Entire Agreement. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. It is further understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

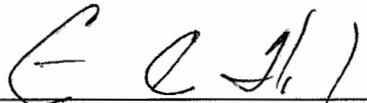
CITY OF RIVIERA BEACH

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

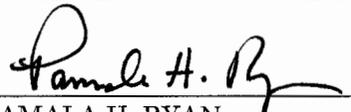
BY: 
THOMAS A. MASTERS
MAYOR

BY: 
BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

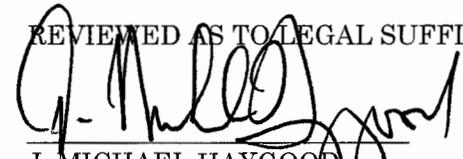

CARRIE E. WARD, MMC
CITY CLERK

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA H. RYAN
CITY ATTORNEY

DATE: 6/20/12

REVIEWED AS TO LEGAL SUFFICIENCY


J. MICHAEL HAYGOOD
GENERAL COUNSEL TO THE CRA

DATE: 6/18/2012

Exhibit "A"

CRA/City Services Fee Methodology

The Community Redevelopment Agency (CRA) requires support from various departments of the City of Riviera Beach (City) to implement aspects of its plan for developing the CRA area (the "CRA Plan"). The CRA, with the assistance of the City, has developed the following methodology for establishing the amount of payment due to the City as a result of the CRA's use of services provided by the City. The methodology was developed using the actual cost of providing certain services by the City, along with estimating the cost of other services based on a review of service levels provided to the CRA by the City in prior years. City charges to the CRA shall be based on actual departmental and usage costs, not to exceed the overall amount budgeted for all such services identified by the methodology. The methodology is structured as follows.

Service/Department	Method for Establishing Budget/Cost
Community Development	20% of annual personnel budget (including employee benefits) for CD Administration plus 10% of annual personnel budget (including employee benefits) for the CD Planning Division.
City Council Chamber Usage	\$50 per hour cost based on actual usage of the facility.
City Hall Outside Security	\$13 per hour cost based on actual usage of personnel.
Police Security – City Hall Meetings	Actual hours of police officers for meetings and other required services @ \$38 per hour.
Purchasing Department	\$5,000 per RFP/RFQ managed by the department and \$500 for each vendor solicitation quotation coordinated by the department on behalf of the CRA.
Human Resources	\$1,500 per personnel search coordinated through the department on behalf of the CRA and \$15,000 annual compensation for coordinating employee benefits on behalf of the CRA. Advertising and related out-of-pocket costs to be paid by CRA.
Business Development	50% of the personnel and related benefits budget/cost for the Business Development Manager.
Public Relations	30% of the personnel and related benefits budget/cost for the Public Relations and Media Manager. \$75 per hour for the Multi-media Specialist based on actual hours of services used. Hourly rate includes equipment usage.
Public Works	20% of the total personnel budget (including benefits) of the City Engineer and 5% of the Administration personnel (and benefits) budget of the department.
Police Department - Code Enforcement	7.5% of the annual budget for the Code Enforcement function.
Utilities Department	10% of the total personnel budget (including benefits) of the Engineer and 5% of the Administration personnel budget (including employee benefits) of the department.
Parks and Recreation	\$10,000 total in support of CRA eligible activities plus the hourly cost of using Recreation Department buses.
Finance Department	10% of the aggregated City Services Fee payment amount developed.
Other Costs	Other costs/charges as may be mutually agreed upon, in writing, by the City and CRA.

RESOLUTION NO. 71-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AMENDMENT TO THE LEASE AGREEMENT FOR SPACE ON THE CITY'S 911 COMMUNICATION TOWER WITH NEW CINGULAR WIRELESS PCS, LLC OF ALPHARETTA, GEORGIA BY ALLOWING THE INSTALLATION OF ADDITIONAL ANTENNAS AND RELATED EQUIPMENT FOR ADDITIONAL ANNUAL RENTAL COMPENSATION IN THE AMOUNT OF \$9,000.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach owns and maintains a communication tower located at 600 West Blue Heron Boulevard, Riviera Beach, Florida to support Police Department 911 communication operations; and

WHEREAS, the City (Landlord) entered into a Site Lease Agreement dated August 19, 2009 which provided for a five (5) year lease with three (3) additional five (5) year renewal periods with New Cingular Wireless PCS, LLC of Alpharetta, Georgia (Tenant) for the lease of excess space on the existing 911 communication tower; and

WHEREAS, the City and New Cingular Wireless desire to amend the Agreement to allow for the installation of additional antennas, associated conduits, cables and equipment; and

WHEREAS, the City and New Cingular Wireless desire to adjust the rent in conjunction with the modifications to the Agreement.

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

SECTION 1. The City Council hereby accepts and approves the proposed amendment to the original lease agreement with New Cingular Wireless PCS, LLC.

SECTION 2. The Mayor and City Clerk are authorized to execute the amendment to the agreement on behalf of the City.

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

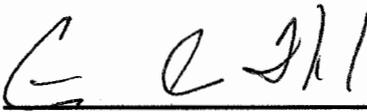
PASSED AND APPROVED this 20 day of June 2012

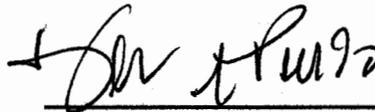
APPROVED:

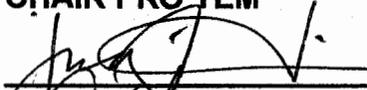

THOMAS A. MASTERS
MAYOR


BILLIE E. BROOKS
CHAIRPERSON

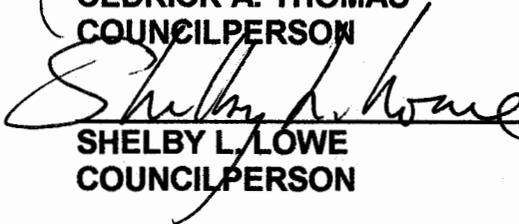
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


JUDY L. DAVIS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: D. PARDO

B. BROOKS AYE

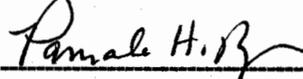
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/13/12

Return to:

AT&T Mobility Corporation,
Attn: Julie Heffernan, SFL Real Estate Administration Manager
Network Real Estate Administration
5201 Congress Boulevard, Suite 100
Boca Raton, FL 33487

Re: Cell Site #AAYE;
Cell Site Name: AAYE
Fixed Asset Number: 10126615
State: Florida
County: Palm Beach
Folio: 56-43-42-28-25-030-0000

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 30 day of June, 2012, by and between City of Riviera Beach, a Florida municipal corporation, having a mailing address of 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

1. Landlord and Tenant entered into a certain Site Lease Agreement ("**Agreement**") on the 19th day of August 2009, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date of the Agreement, with three (3) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

City of Riviera Beach

By: 

Name: THOMAS A. MASTERS

Title: MAYOR

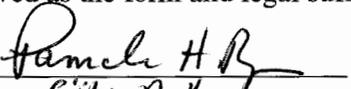
Date: JUNE 20, 2012

ATTEST:

By: 

Title: CARRIE E. WARD, MMC, CITY CLERK

Approved as the form and legal sufficiency

By: 

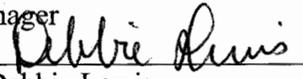
Title: City Attorney

"TENANT"

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

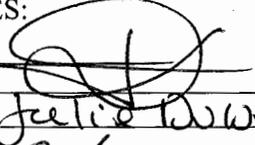
By: 

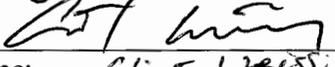
Name: Debbie Lewis

Title: Area Manager, Construction and Engineering

Date: 6/13/12

WITNESSES:

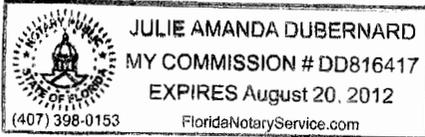
By: 
Print Name: Julie Howard

By: 
Print Name: Clint Weising

TENANT ACKNOWLEDGEMENT

STATE OF FLORIDA)
) ss:
COUNTY OF Palm Beach)

On the 13 day of June, 2012 before me personally appeared Debbie Lewis, and acknowledged under oath that she is the Area Manager, Construction and Engineering of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



[Signature]
Notary Public: Julie Amanda Dubernard
My Commission Expires: 8/20/2012

LANDLORD ACKNOWLEDGEMENT

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

I CERTIFY that on JUNE, 20, 2012, THOMAS A. MASTERS [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the MAYOR [title] of City of Riviera Beach, the Florida municipal corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

[Signature]
Notary Public: _____
My Commission Expires: _____



CLAUDENE L. ANTHONY
MY COMMISSION # DD 792064
EXPIRES: June 29, 2012
Bonded Thru Budget Notary Services

EXHIBIT 1

DESCRIPTION OF PREMISES

to the Memorandum of Lease dated 6/30 _____, 2012, by and between City of Riviera Beach, a Florida municipal corporation as Landlord, and New Cingular Wireless PCS LLC, a Delaware liability company, as Tenant.

See attached

DESCRIPTIONS

11.50'x20.00' AT&T MOBILITY LEASE PARCEL
(description prepared by this office)

Being a 11.50 foot by 20.00 foot lease parcel of land, said parcel lying in the Southwest 1/4 (quarter), of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, and being more particularly described as follows:

Commencing at an existing P/K nail with a square disk (designated 29/28), said nail being the Northwest corner of the Southwest 1/4 of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, proceed thence with the West line of said Section 28, South 01°07'00" West, for a distance of 344.38 feet; thence leaving said West line of Section 28, South 88°53'00" East, for a distance 362.17 to the Point of Beginning; thence South 88°57'30" East, for a distance of 20.00 feet; thence South 23°02'10" West, for a distance of 11.50 feet; thence North 88°57'30" West, for a distance of 20.00 feet; thence North 23°02'10" East, for a distance of 11.50 feet to the Point of Beginning.

containing ±230 square feet.

DESCRIPTIONS

8.00'x12.00' AT&T MOBILITY LEASE PARCEL
(description prepared by this office)

Being a 8.00 foot by 12.00 foot lease parcel of land, said parcel lying in the Southwest 1/4 (quarter), of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, and being more particularly described as follows:

Commencing at an existing P/K nail with a square disk (designated 29/28), said nail being the Northwest corner of the Southwest 1/4 of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, proceed thence with the West line of said Section 28, South 01°07'00" West, for a distance of 344.38 feet; thence leaving said West line of Section 28, South 88°53'00" East, for a distance 362.17; thence South 88°57'30" East, for a distance of 20.00 feet; thence South 23°02'10" West, for a distance of 11.50 feet; thence South 28°14'04" west, for a distance of 8.82 feet to the Point of Beginning; proceed thence South 22°38'21" West, for a distance of 12.00 feet; thence North 87°21'39" West, for a distance of 8.00 feet; thence North 22°38'21" East, for a distance of 12.00 feet; thence South 87°21'39" East, for a distance of 8.00 feet to the Point of Beginning.

containing ±72 square feet.

15' WIDE INGRESS AND EGRESS ACCESS EASEMENT
(description prepared by this office)

Being a 15 foot wide ingress and egress access easement crossing over and through a portion of a parcel lying in the Southwest 1/4 (quarter), of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, and lying within 7.5 feet of a center line being more particularly described as follows:

Commencing at an existing P/K nail with a square disk (designated 29/28), said nail being the Northwest corner of the Southwest 1/4 of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, proceed thence with the West line of said Section 28, South 01°07'00" West, for a distance of 344.38 feet; thence leaving said West line of Section 28, South 88°53'00" East, for a distance 362.17 feet, thence South 23°02'10" West, for a distance of 9.50 feet; thence North 88°57'30" East, for a distance of 7.50 feet to the Point of Beginning; proceed thence along the center line of this easement North 23°02'10" East, for a distance of 83.12 feet; thence North 59°37'08" East, for a distance of 73.23 feet; thence North 08°25'23" West, for a distance of 52.00 feet to the South right of way line of West 28th Street (a 50' wide public right of way), the Point of Terminus.

containing ±3,105 square feet or 0.06 acre more or less.

3' WIDE UTILITIES EASEMENT
(description prepared by this office)

Being a 3 foot wide utilities easement crossing over, under and through a portion of a parcel lying in the Southwest 1/4 (quarter), of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, and lying within 2.5 feet of a center line being more particularly described as follows:

Commencing at an existing P/K nail with a square disk (designated 29/28), said nail being the Northwest corner of the Southwest 1/4 of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, proceed thence with the West line of said Section 28, South 01°07'00" West, for a distance of 344.38 feet; thence leaving said West line of Section 28, South 88°53'00" East, for a distance 362.17 feet, thence South 23°02'10" West, for a distance of 9.50 feet; thence North 88°57'30" west, for a distance of 5.88 feet to the Point of Beginning; proceed thence South 22°44'24" West, for a distance of 124.10 feet; thence South 08°38'47" West, for a distance of 23.15 feet; thence South 22°37'50" West, for a distance of 74.68 feet; thence South 87°22'04" East, for a distance 5.85 feet to an existing electric transformer, the Point of Terminus.

containing ±1.155 square feet

5' WIDE UTILITIES EASEMENT
(description prepared by this office)

Being a 5 foot wide utilities easement crossing over, under and through a portion of a parcel lying in the Southwest 1/4 (quarter), of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, and lying within 2.5 feet of a center line being more particularly described as follows:

Commencing at an existing P/K nail with a square disk (designated 29/28), said nail being the Northwest corner of the Southwest 1/4 of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, proceed thence with the West line of said Section 28, South 01°07'00" West, for a distance of 344.38 feet; thence leaving said West line of Section 28, South 88°53'00" East, for a distance 362.17 feet, thence South 23°02'10" West, for a distance of 9.50 feet; thence North 88°57'30" west, for a distance of 5.88 feet; thence 22°44'24" West, for a distance of 124.10 feet; thence South 08°38'47" West, for a distance of 23.15 feet to the Point of Beginning; proceed thence along the center line of this easement South 87°05'49" East, for a distance of 31.29 feet to the Point of Terminus.

containing ±145 square feet

Market: South Florida
Cell Site Number: AAYE
Cell Site Name: AAYE
Fixed Asset Number: 10126615

FIRST AMENDMENT TO SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO SITE LEASE AGREEMENT ("**First Amendment**"), dated as of the latter of the signature dates below, is by and between City of Riviera Beach, a Florida municipal corporation, having a mailing address of 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a Site Lease Agreement dated August 19, 2009, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 600 West Blue Heron Boulevard, Riviera Beach, County of Palm Beach, Florida 33404 ("**Agreement**"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to allow for the installation of additional antennas, associated conduits, cables and equipment; and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Additional Antennas.** In addition to the existing antennas permitted in the Agreement, Landlord consents to the installation and operation of (3) additional antennas, associated conduits, cables and equipment. Landlord's execution of this Amendment will signify Landlord's approval of the installation of (3) additional antennas, associated conduits, cables and equipment. The number of antennas installed after this Amendment will be (9).

2. **Rent.** Commencing on the first day of the month following the date that Tenant commences construction of the modifications set forth in this Amendment, Rent shall be increased by Nine Thousand and No/100 Dollars (\$9,000.00) per year, pro-rated through December 31, 2012 and subject to further adjustments as provided in the Agreement. Upon Tenant's removal of additional antennas, Rent will revert to the original rate, subject to adjustments as provided in the Agreement, upon thirty (30) days' prior written notice to Landlord.

3. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

4. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

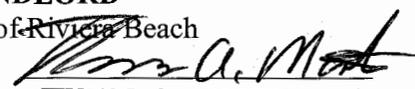
5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

"LANDLORD"

City of ~~Riviera~~ Beach

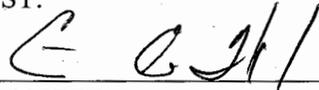
By: 

Name: THOMAS A. MASTERS

Title: MAYOR

Date: JUNE 20, 2012

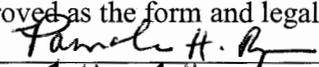
ATTEST:

By: 

Title: CARRIE E. WARD, MMC

CITY CLERK

Approved as the form and legal sufficiency

By: 

Title: City Attorney

"TENANT"

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: Debbie Lewis

Name: Debbie Lewis

Title: Area Manager, Construction and
Engineering

Date: 6/13/12

WITNESSES:

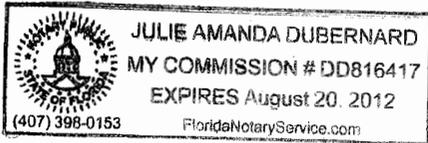
By: [Signature]
Print Name: Jeanne Weber

By: [Signature]
Print Name: Clara Wessing

TENANT ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF Palm Beach)

On the 13 day of June, 2012 before me personally appeared Debbie Lewis, and acknowledged under oath that she is the Area Manager, Construction and Engineering, of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



[Signature]
Notary Public: Julie Amanda DuBernard
My Commission Expires: 8/20/2012

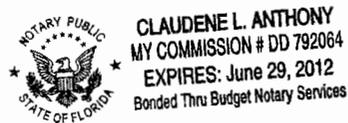
LANDLORD ACKNOWLEDGEMENT

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

I CERTIFY that on JUNE 20, 2012, THOMAS A. MASTERS [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the MAYOR [title] of City of Riviera Beach, the Florida municipal corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

[Signature]
Notary Public
My Commission Expires: _____



ATTACHMENT 1

MEMORANDUM OF LEASE

Return to:

AT&T Mobility Corporation,
Attn: Julie Heffernan, SFL Real Estate Administration Manager
Network Real Estate Administration
5201 Congress Boulevard, Suite 100
Boca Raton, FL 33487

Re: Cell Site #AAYE;
Cell Site Name: AAYE
Fixed Asset Number: 10126615
State: Florida
County: Palm Beach
Folio: 56-43-42-28-25-030-0000

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 20 day of June, 2012, by and between City of Riviera Beach, a Florida municipal corporation, having a mailing address of 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

1. Landlord and Tenant entered into a certain Site Lease Agreement ("**Agreement**") on the 19th day of August 2009, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date of the Agreement, with three (3) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to

the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

City of Riviera Beach

By: _____

Name: _____

Title: _____

Date: 6/20/2012

ATTEST:

By: E. J. J.
Title: City Clerk

Approved as the form and legal sufficiency

By: _____

Title: _____

"TENANT"

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: _____

Name: Debbie Lewis

Title: Area Manager, Construction and Engineering

Date: _____

WITNESSES:

By: _____

Print Name: _____

By: _____

Print Name: _____

TENANT ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF Palm Beach)

On the ____ day of _____, 2012 before me personally appeared Debbie Lewis, and acknowledged under oath that she is the Area Manager, Construction and Engineering of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 2012, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of City of Riviera Beach, the Florida municipal corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

to the Memorandum of Lease dated June 20, 2012, by and between City of Riviera Beach, a Florida municipal corporation as Landlord, and New Cingular Wireless PCS LLC, a Delaware liability company, as Tenant.

See attached

DESCRIPTIONS

11.50'x20.00' AT&T MOBILITY LEASE PARCEL
(description prepared by this office)

Being a 11.50 foot by 20.00 foot lease parcel of land, said parcel lying in the Southwest 1/4 (quarter), of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, and being more particularly described as follows:

Commencing at an existing P/K nail with a square disk (designated 29/28), said nail being the Northwest corner of the Southwest 1/4 of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, proceed thence with the West line of said Section 28, South 01°07'00" West, for a distance of 344.38 feet; thence leaving said West line of Section 28, South 88°53'00" East, for a distance 362.17 to the Point of Beginning; thence South 88°57'50" East, for a distance of 20.00 feet; thence South 23°02'10" West, for a distance of 11.50 feet; thence North 88°57'50" West, for a distance of 20.00 feet; thence North 23°02'10" East, for a distance of 11.50 feet to the Point of Beginning.

containing ±230 square feet.

DESCRIPTIONS

8.00'x12.00' AT&T MOBILITY LEASE PARCEL
(description prepared by this office)

Being a 8.00 foot by 12.00 foot lease parcel of land, said parcel lying in the Southwest 1/4 (quarter), of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, and being more particularly described as follows:

Commencing at an existing P/K nail with a square disk (designated 29/28), said nail being the Northwest corner of the Southwest 1/4 of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, proceed thence with the West line of said Section 28, South 01°07'00" West, for a distance of 344.38 feet; thence leaving said West line of Section 28, South 88°53'00" East, for a distance 362.17; thence South 88°57'50" East, for a distance of 20.00 feet; thence South 23°02'10" West, for a distance of 11.50 feet; thence South 28°14'04" west, for a distance of 8.92 feet to the Point of Beginning; proceed thence South 22°38'21" West, for a distance of 12.00 feet; thence North 87°21'39" West, for a distance of 8.00 feet; thence North 22°38'21" East, for a distance of 12.00 feet; thence South 87°21'39" East, for a distance of 8.00 feet to the Point of Beginning.

containing ±72 square feet.

15' WIDE INGRESS AND EGRESS ACCESS EASEMENT
(description prepared by this office)

Being a 15 foot wide ingress and egress access easement crossing over and through a portion of a parcel lying in the Southwest 1/4 (quarter), of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, and lying within 7.5 feet of a center line being more particularly described as follows:

Commencing at an existing P/K nail with a square disk (designated 29/28), said nail being the Northwest corner of the Southwest 1/4 of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, proceed thence with the West line of said Section 28, South 01°07'00" West, for a distance of 344.38 feet; thence leaving said West line of Section 28, South 88°53'00" East, for a distance 362.17 feet, thence South 23°02'10" West, for a distance of 9.50 feet; thence North 88°57'50" East, for a distance of 7.50 feet to the Point of Beginning; proceed thence along the center line of this easement North 23°02'10" East, for a distance of 83.12 feet; thence North 59°37'08" East, for a distance of 73.23 feet; thence North 08°38'23" West, for a distance of 52.08 feet to the South right of way line of West 28th Street (a 50' wide public right of way), the Point of Terminus.

containing ±3,105 square feet or 0.08 acre more or less.

5' WIDE UTILITIES EASEMENT
(description prepared by this office)

Being a 5 foot wide utilities easement crossing over, under and through a portion of a parcel lying in the Southwest 1/4 (quarter), of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, and lying within 2.5 feet of a center line being more particularly described as follows:

Commencing at an existing P/K nail with a square disk (designated 29/28), said nail being the Northwest corner of the Southwest 1/4 of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, proceed thence with the West line of said Section 28, South 01°07'00" West, for a distance of 344.38 feet; thence leaving said West line of Section 28, South 88°53'00" East, for a distance 362.17 feet, thence South 23°02'10" West, for a distance of 9.50 feet; thence North 88°57'50" west, for a distance of 5.68 feet to the Point of Beginning; proceed thence South 22°44'24" West, for a distance of 124.10 feet; thence South 08°38'47" West, for a distance of 23.15 feet; thence South 22°37'58" West, for a distance of 74.68 feet; thence South 87°22'04" East, for a distance 5.65 feet to an existing electric transformer, the Point of Terminus.

containing ±1,155 square feet

5' WIDE UTILITIES EASEMENT
(description prepared by this office)

Being a 5 foot wide utilities easement crossing over, under and through a portion of a parcel lying in the Southwest 1/4 (quarter), of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, and lying within 2.5 feet of a center line being more particularly described as follows:

Commencing at an existing P/K nail with a square disk (designated 29/28), said nail being the Northwest corner of the Southwest 1/4 of Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, proceed thence with the West line of said Section 28, South 01°07'00" West, for a distance of 344.38 feet; thence leaving said West line of Section 28, South 88°53'00" East, for a distance 362.17 feet, thence South 23°02'10" West, for a distance of 9.50 feet; thence North 88°57'50" west, for a distance of 5.68 feet; thence 22°44'24" West, for a distance of 124.10 feet; thence South 08°38'47" West, for a distance of 23.15 feet to the Point of Beginning; proceed thence along the center line of this easement South 87°05'49" East, for a distance of 31.29 feet to the Point of Terminus.

containing ±145 square feet

RESOLUTION NO. 72-12

POSTPONE AT THE JUNE 20, 2012 REGULAR CITY COUNCIL MEETING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A WORK ORDER WITH CORZO CASTELLA CARBALLO THOMPSON SALMAN (C3TS), P.A. OF BOCA RATON, FLORIDA FOR COLLECTION OF TOPOGRAPHIC INFORMATION AND CIVIL ENGINEERING DESIGN FOR THE WEST 13TH STREET ROADWAY IMPROVEMENT PROJECT IN THE AMOUNT OF \$124,807; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 303-1127-541-0-6351 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved, through Resolution No. 66-12, the reconstruction of West 13th Street between Old Dixie Highway and the railroad crossing near Avenue R; and

WHEREAS, the topographic survey and subsequent roadway design have to be completed in order to proceed with construction; and

WHEREAS, C3TS is the City's continuing services engineering firm under contract and is capable of completing the design work required to meet all schedule deadlines.

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

SECTION 1. That the City Council hereby approves the issuance of a work order to Corzo Castella Carballo Thompson Salman (C3TS), P.A. of Boca Raton, Florida to provide survey and design services required to develop construction documents for West 13th Street Improvements in the amount of \$124,807.

SECTION 2. That the Interim Finance Director is authorized to make payment for same from Account Numbers 303-1127-541-0-6351.

SECTION 3. That the City Manager shall have authority to approve change orders in an amount not to exceed ten percent (10%) of the contract amount.

SECTION 4. That this Resolution shall take effect upon its passage and approval by City Council.

PASSED and APPROVED this 20 day of June, 2012.

RESOLUTION NO. _____

PAGE: 2

APPROVED:

THOMAS A. MASTERS
MAYOR

BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



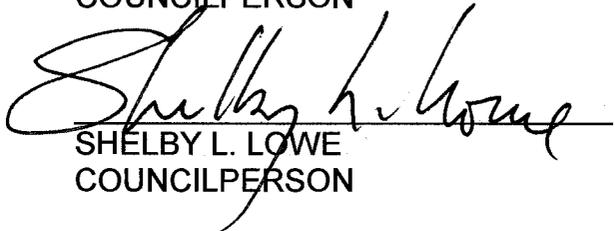
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

J. DAVIS _____

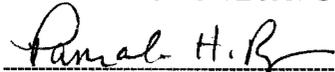
B. BROOKS _____

C. THOMAS _____

D. PARDO _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/12/12

RESOLUTION NO. 73-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF \$1,105,745 BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY FOR THE CONTINUATION OF THE DISASTER RECOVERY INITIATIVE PROGRAM THROUGH SEPTEMBER 16, 2012; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO DISBURSE FUNDS PER THE COST OF REHABILITATION FOR HURRICANE WILMA RELATED DAMAGES NOT TO EXCEED \$45,000 PER UNIT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the purpose of the new agreement is to continue to make funds available to the City under the US Department of Housing and Urban Development funded DRI Program to implement the rehabilitation program; and

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

SECTION 1. The City Council approves the new agreement with Palm Beach County, for the continuation of the DRI Program.

RESOLUTION NO. 73-12
PAGE 2

SECTION 2. The City Council authorizes the Mayor and the City Clerk to execute the new agreement.

SECTION 3. The City Council authorizes the Interim Finance Director to disburse funds for the cost of rehabilitation for damage not to exceed \$45,000 per unit.

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

PASSED and APPROVED this 10 **day of** June **, 2012.**

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APPROVED:


THOMAS A. MASTERS
MAYOR


BILLIE E. BROOKS
CHAIRPERSON

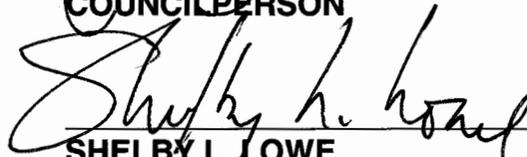
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

B. BROOKS AYE

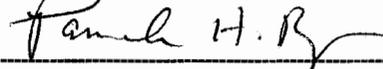
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/12/12

RESOLUTION NO. 74-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A NEW AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY, EXTENDING THE COMPLETION DATE OF THE CITY'S NEIGHBORHOOD STABILIZATION PROGRAM THROUGH DECEMBER 31, 2012; AMENDING THE DECLARATION OF RESTRICTIONS; AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE THE NEW AGREEMENT AND DECLARATION OF RESTRICTIONS; 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 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 expired on October 31, 2011; and

WHEREAS, in order for the City to continue with the implementation of the NSP a new agreement is proposed extending the existing expiration date through December 31, 2012 and making all other changes consistent with the date change and other minor changes; and

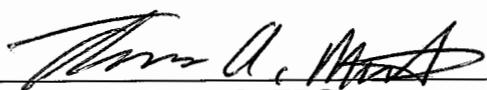
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the City Council authorizes the Mayor and City Clerk to execute the new agreement and amendments to the Declaration of Restrictions with the County.

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

PASSED and APPROVED this 20 day of June, 2012.

APPROVED:



THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



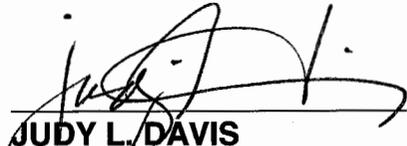
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



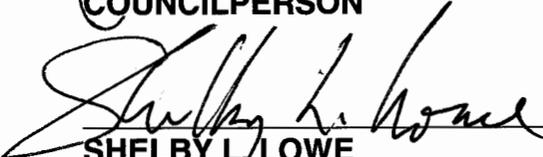
DAWN S. PARDO
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: D. PARDO

B. BROOKS AYE

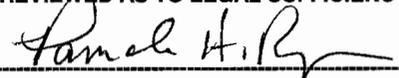
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/12/12

RESOLUTION NO. 75-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM OTHER GRANTS AND AIDS ACCOUNT NUMBER 001-0203-519-0-8301 ON BEHALF OF THE 2012-2013 CITY OF RIVIERA BEACH EDUCATION SCHOLARSHIP RECIPIENTS IN THE AMOUNT OF \$20,000; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO APPROPRIATE DONATION FUNDS RECEIVED FROM THE WEST PALM BEACH FISHING CLUB IN THE AMOUNT OF \$2,000 AND DISBURSE FUNDS FROM ACCOUNT NUMBER 130-0203-519-0-5521; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council supports the ideals of higher education for the youth of Riviera Beach; and

WHEREAS, The City Council has demonstrated its support of higher education through the awarding of education scholarships for the past fourteen (14) years; and

WHEREAS, In addition to budgeted funds, the City has a commitment for a donation of \$2,000 from the West Palm Beach Fishing Club.

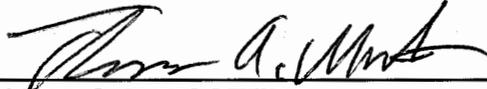
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

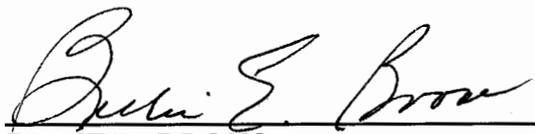
SECTION 1: That the Interim Finance Director is authorized to make payment on behalf of 2012 scholarship recipients from account number 001-0203-519-0-8301 in the amount of \$20,000 and appropriate Fund Balance in the Donations Fund in the amount of \$2,000 and make payment for same.

SECTION 2: This resolution shall take effect upon its approval and passage by the City Council.

PASSED and APPROVED this 20 day of June, 2012.

APPROVED:


THOMAS A. MASTERS
MAYOR


BILLIE E. BROKS
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: S. LOWE

SECONDED BY: D. PARDO

B. BROOKS AYE

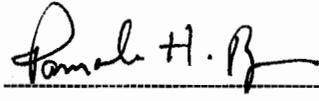
D. PARDO AYE

J. DAVIS ABSTAIN

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/13/12

RESOLUTION NO 76-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE RENEWAL OF HEALTH CARE BENEFIT COVERAGE WITH COVENTRY HEALTH CARE OF FLORIDA, AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENTS FROM VARIOUS DEPARTMENTAL ACCOUNTS UP TO THE AMOUNT EQUAL TO \$675.46 A MONTH PER EMPLOYEE FOR A TOTAL OF \$3,485,373.60 TO COVENTRY HEALTH CARE OF FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is in need of its health insurance coverage for its employees for fiscal year 2012-2013; and

WHEREAS, this year's industry medical insurance rate of increase is 9.5%; and

WHEREAS, City staff received a renewal of 0% from Coventry Health Care of Florida.

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

SECTION 1. That Coventry Health Care of Florida is awarded health care coverage for the City of Riviera Beach for Fiscal Year 2012-2013.

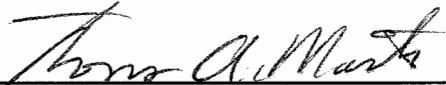
SECTION 2. The Interim Finance Director is authorized to make payments from various departmental accounts in the total amount of \$3,485,373.60.

SECTION 3. That this Resolution shall become effective October 1, 2012, upon its passage and approval by the City Council.

PASSED and APPROVED this 20 day of June, 2012.

RESOLUTION NO. 76-12
PAGE 2

APPROVED:



THOMAS A. MASTERS
MAYOR

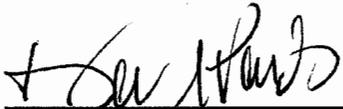


BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



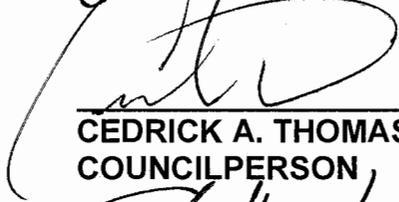
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



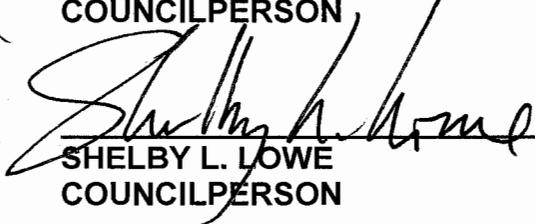
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

B. BROOKS AYE

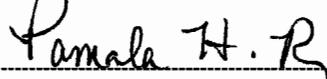
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/19/12

cbw6/12/12

RESOLUTION NO. 77-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A POLICY WHICH OUTLINES THE PROCEDURE FOR SALE, EXCHANGE, OR DONATION OF CITY OWNED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, currently the City does not have a policy adopted by City Council for the sale, exchange and donation of City owned property; and

WHEREAS, staff has drafted a policy for the sale, exchange, or donation of City owned property; and

WHEREAS, this policy will provide the framework for an equitable process for the sale, exchange, or donation of City owned property; and

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

SECTION 1. The sale, exchange, or donation of City owned property policy (Exhibit A) is approved and adopted for City use.

SECTION 2. This Resolution shall take effect immediately upon approval by City Council.

PASSED and APPROVED this 20 day of June, 2012.

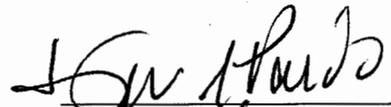
APPROVED:

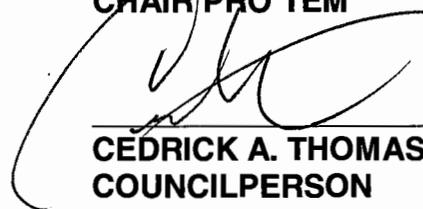

THOMAS A. MASTERS
MAYOR


BILLIE E. BROOKS
CHAIRPERSON

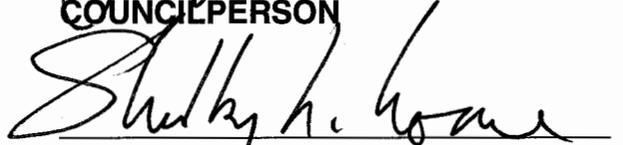
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: Thomas

SECONDED BY: Lowe

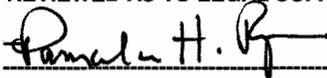
B. BROOKS Aye

D. PARDO Aye

C. THOMAS Aye

J. DAVIS Aye

S. LOWE Aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/7/12

	POLICY AND/OR PROCEDURE	NUMBER ADMIN: RES # 77-12
	SUBJECT: PROCEDURE FOR THE SALE, EXCHANGE, OR DONATION OF CITY OWNED REAL PROPERTY	EFFECTIVE DATE: 6/20/2012 PAGE 1 OF 2
PURCHASING DEPARTMENT APPROVED: <hr/> DATE:	CITY MANAGER APPROVED: <hr/> DATE:	DISTRIBUTION: ALL DEPARTMENT HEADS

PURPOSE OF THE POLICY

The purpose of this policy is to establish a procedure for the sale, exchange, or donation of City owned real property. Real Property is defined as land and generally whatever is permanently affixed to or growing upon the land.

PROCEDURE

I. Prior to the commencement of formal negotiations for the sale, exchange, or donation of City owned real property (hereinafter referred to as "property"), a written request from a person or entity requesting the property shall first be presented to the City Manager by the requesting party and the City Manager shall:

1. Determine whether the City property is needed for City purposes. If the property is not needed, then it shall be eligible to be declared as surplus property. If the City Manager determines that the property is not surplus or that it is not in the best interests of the City that it be disposed of, then the inquiry ends, and the City will not dispose of the property.
2. If the City Manager determines that the property is surplus, then staff will evaluate a selling price for the property using the following procedure:
 - a) Review public records for market value. If the Palm Beach County Property Appraiser's market value is under \$50,000.00, then no formal appraisal will be required. The property can be sold or exchanged for not less than 85 percent of the Palm Beach County Property Appraiser's market value.
 - b) If the property's Palm Beach County Property Appraiser's market value is over \$50,000.00, then two (2) formal appraisals by the City will be necessary. Thereafter, the value of the property should be based upon the average price

**POLICY AND/OR PROCEDURE****NUMBER ADMIN: RES # 77-12****SUBJECT: PROCEDURE FOR
THE SALE, EXCHANGE, OR
DONATION OF CITY OWNED
REAL PROPERTY****EFFECTIVE DATE: 6/20/2012****PAGE 2 OF 2**

between the two appraisals obtained by the City and the sale or exchange price shall be not less than 85 percent of the average of the two appraisals.

3. Present to the City Council, a recommendation for the method of disposition which may include one of the following:
 - a) Authorizing formal negotiations for a final sale amount or exchange of property with the requesting party;
 - b) Issuing a competitive request for proposals from interested parties;
 - c) Authorizing disposition by auction and establishing the minimum acceptable bid and other parameters to allow disposal at auction;
 - d) Submitting to the electors, in a referendum, the question of whether or not the property should be sold.
- II. Requests to donate City property will be accepted only from the Riviera Beach Community Redevelopment Agency for the purpose of implementing the Community Redevelopment Plan. The City will not donate property to any other entity or person.
- III. In addition to an outside entity or person, the City shall have the right to initiate the above procedure for the disposal of property.
- IV. The City Council will authorize the Finance Director to deposit the proceeds from the disposal of any City property to the appropriate account.

RESOLUTION NO. 78-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE WRITE-OFF OF A RECEIVABLE IN THE AMOUNT OF \$823,633 REPRESENTING THE REBATE OF FUNDS FOR PROFESSIONAL SERVICES PROVIDED BY THE CITY OF RIVIERA BEACH TO THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) FOR SERVICES PROVIDED BY THE CITY FOR THE PERIOD OCTOBER 1, 2010 TO SEPTEMBER 30, 2011; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City budgeted revenues in the amount of \$823,633 representing the estimated rebate of funds for professional services to be provided by the City of Riviera Beach to the CRA during the period of October 1, 2010 to September 30, 2011. Such amount was approved in the City's General Fund Operating Budget for FY 2010/2011 and duly adopted by the City's Ordinance No. 3081 on September 23, 2011.

WHEREAS, the City and the CRA have mutually agreed that the amount of \$823,633 should be used to fund the improvement costs and cash match requirements stipulated by various grants associated with the Marina District Project.

WHEREAS, the City Council and the CRA's Board of Commissioners entered an Interlocal Agreement approved through City Resolution No. 43-12 on April 4, 2012 where both parties agreed that the CRA will use \$253,219 of the total amount of \$823,633 originally designated as rebate to the City for professional services for FY 2010/2011, as a cash match requirement of a grant for the Marina District Project.

WHEREAS, the CRA intends to allocate the remaining amount of \$570,414 towards other improvement costs associated with the Marina District Project.

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

SECTION 1. The City Council authorizes the write-off of a receivable in the amount of \$823,633 representing the rebate of funds for professional services provided by the City to the CRA for services provided by the City during the period October 1, 2010 to September 30, 2011.

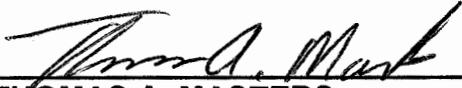
SECTION 2. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED THIS 20 DAY OF June, 2012.

RESOLUTION NO. 78-12

PAGE 2

APPROVED:



THOMAS A. MASTERS
MAYOR

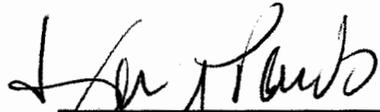


BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



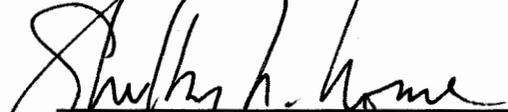
DAWN S. PARDO
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: Pardo

SECONDED BY: Low

B. BROOKS aye

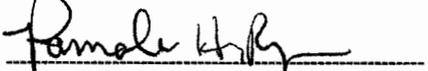
J. DAVIS aye

C. THOMAS out

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/13/12

RESOLUTION NO. 79-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING WORK ORDER #2 WITH MARINETEK NORTH AMERICA OF ST. PETERSBURG FLORIDA IN THE AMOUNT OF \$2,248,535.00 FOR THE PURPOSE OF COMPLETING THE DOCK MANUFACTURING AND DELIVERY FOR PHASE ONE OF THE MARINA PROJECT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM THE FLORIDA INLAND NAVIGATION DISTRICT CONSTRUCTION GRANT (1) #425-0000-575-2-6301, FLORIDA INLAND NAVIGATION DISTRICT CONSTRUCTION GRANT (2) #425-0000-575-3-6301, THE BOATING INFRASTRUCTURE GRANT PROGRAM (BIG P) #128-0000-575-0-6351 AND THE FLORIDA BOATING IMPROVEMENT PROGRAM (FBIP) # 128-0000-575-1-6301; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 1, 2012, the City of Riviera Beach awarded a five (5) year contract and approved work order number one in the amount of \$1,099,688.00, and

WHEREAS, the approval of work order two will facilitate a smooth transition towards the completion of materials needed for phase one (1) of the Marina project, and

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

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

SECTION 1. That the City Council approves the work order #2 with Marinetek North America of St. Petersburg Florida, for completion of manufacture and delivery of docks needed for phase one of the project in the amount of \$2,248,535.

RESOLUTION NO. 79-12

Page 2

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

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

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

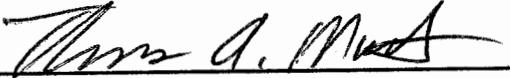
PASSED AND APPROVED this 20 day of June, 2012

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RESOLUTION NO. 79-12

PAGE 3

APPROVED:



THOMAS A. MASTERS
MAYOR

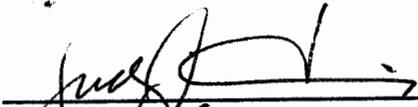


BILLIE E. BROOKS
COUNCILPERSON

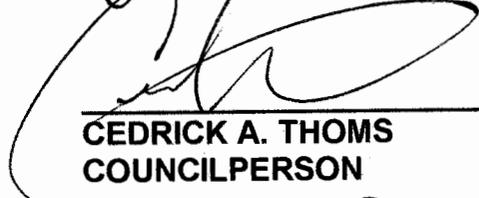
ATTEST:



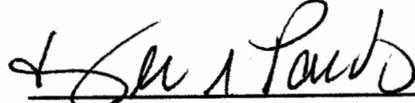
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



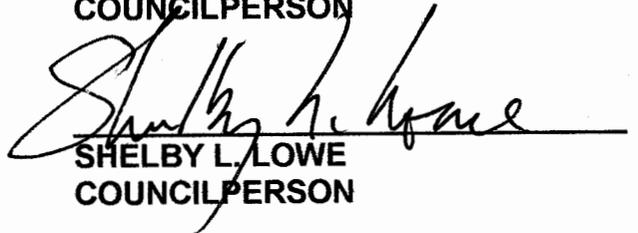
JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. PARDO

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: 6/12/12

RESOLUTION NO. 80-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING TWO YEAR MATERIALS AND SERVICE AGREEMENT WITH FLORIDA PIPE AND STEEL INC. OF WEST PALM BEACH FLORIDA AS THE SOURCE OF SUPPLY TO PROVIDE AND DELIVER STEEL PIPE PILINGS NEEDED FOR THE MARINA FLOATING DOCK INSTALLATION AS A RESULT OF THE SUBMISSION TO REQUEST FOR PROPOSAL NO. 355-12, IN AN AMOUNT NOT TO EXCEED \$945,000.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED MATERIALS AND SERVICE AGREEMENT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO ESTABLISH A BUDGET AND MAKE PAYMENTS FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Municipal Marina is undergoing a major renovation and reconstruction; and

WHEREAS, this project requires a supply of steel pipe pilings used to anchor the floating dock system; and

WHEREAS, consistent with the provisions of the City's Procurement Ordinance (2412), a Bid was publicly solicited for qualified Steel Pipe Piling manufacturers to furnish and deliver various sizes of steel pipe piling; and

WHEREAS, four (4) manufacturers responded to the Bid No. 355-12; and

WHEREAS, Florida Pipe and Steel Inc. of West Palm Beach FL, was evaluated as the most responsive and responsible bidder to provide steel pipe piling as identified in the City's bid specifications; and

WHEREAS, the City desires to award a two (2) year agreement, restricted by available funds, with Florida Pipe and Steel Inc., as the most responsive and responsible bidder in the amount not to exceed \$945,000.00 for phases one and two of the marina dock replacement project; and

WHEREAS, staff recommends City Council approve the agreement.

RESOLUTION 80-12
PAGE 2

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

SECTION 1. The City Council hereby accepts staff's recommendation to award the agreement to Florida Pipe and Steel Inc. to provide and deliver steel pipe pilings needed for the marina floating dock installation, and authorizes the Mayor and City Clerk to execute the contract for same.

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

SECTION 3. The City Manager is authorized to approve change orders in an amount not to exceed 10 percent (10%) of the total agreement award amount.

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

PASSED AND APPROVED this 20TH day of JUNE, 2012

RESOLUTION 80-12
PAGE 3

APPROVED:

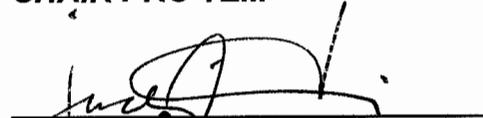

THOMAS A. MASTERS
MAYOR


BILLIE E. BROOKS
CHAIRPERSON

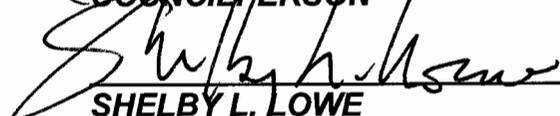
ATTEST:


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: D. PARDO

SECONDED BY: C. THOMAS

B. BROOKS AYE

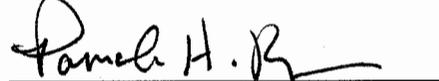
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA H. RYAN, CITY ATTORNEY

DATE: 6/19/12

MATERIALS AND/OR SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 20 day of June, by and between **FLORIDA PIPE AND STEEL INC.**, hereinafter referred to as "**Independent Contractor**," whose mailing address is 6685 Forest Hill Blvd, Suite 207, West Palm Beach, Florida 33413 and the **CITY OF RIVIERA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "**City**," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, The City of Riviera Beach, posted an Invitation to Bid, to wit, Bid 355-12, hereinafter the "Bid" for Steel Pipe Pilings for the Floating Dock System, the terms of which are incorporated herein by reference; and

WHEREAS, Independent Contractor was the successful lowest, responsive and responsible bidder; and

In consideration of the mutual covenants and promises set forth herein, the parties to this agreement do hereby agree as follows:

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Bid.
2. To the extent that there exists a conflict between the Bid and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.
3. That the City does hereby retain the services of the Independent Contractor for the purpose of supplying steel pipe pilings of varying lengths and diameters for the anchor pile system for the new floating docks.
4. Delivery must be in accordance of the bid specification, namely page BID-2 and is also contained as Attachment "A" to this contract. Failure to deliver the piling in accordance with the necessary schedule could result in a penalty of not less than \$1,000.00 one thousand dollars per day. The City will allow up to (5) five days on either side of the delivery date provided no significant delays to the construction progress results.
5. If the contract work is not fully complete according to the terms of this Agreement within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to five hundred dollars (\$500) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 21, herein.
6. The City agrees to compensate the Independent Contractor in accordance with the fee proposal, attached hereto as Attachment "B". The CITY will pay invoices presented by the Contractor after satisfactory delivery and inspection of the material and as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
7. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in herein or in an attachment.
8. This Agreement may be terminated by either party with or without cause upon thirty days (30) days prior written notice. In the event that the City terminates this Agreement, for any reason whatsoever, the Independent Contractor understands and agrees that he/she shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Agreement.
9. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the

work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.

10. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

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

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

13. All of the Independent Contractor's personnel (and all Subcontractors) while on City premises will comply with all City requirements governing conduct, safety and security.

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

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

16. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the Independent Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

17. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

18. The Independent Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

19. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Independent Contractor shall specifically include the City as an "Additional Insured."

20. The Independent 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 Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

21. The Independent 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 or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

22. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the Independent Contractor's request, the City shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the City, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the City or its employees, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

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

24. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the City's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall effect the Independent Contractor's ability to meet the completion dates or schedules of this Agreement. If the City so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change.

25. If the City elects to make the change, the City shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.

26. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Agreement shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Upon receipt of notice from the City of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work at the expense of the Independent Contractor.

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

28. Until acceptance of the work by the City, the City's property shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the Independent Contractor

shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the City.

29. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

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

31. All parties are responsible for their own attorney's fees, court cost, and expenses if an legal action or proceeding is brought for any dispute, disagreement or issue of construction, declaration, or interpretation arising hereunder whether relating to the Agreements execution, validity, the obligations provided therein, or performance of the Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

32. Time is of the essence in all respects under this agreement.

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

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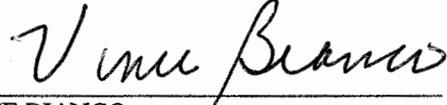
AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

FLORIDA PIPE AND STEEL INC.

BY: 
THOMAS A. MASTERS
MAYOR

BY: 
VINCE BIANCO
PRESIDENT

ATTEST:

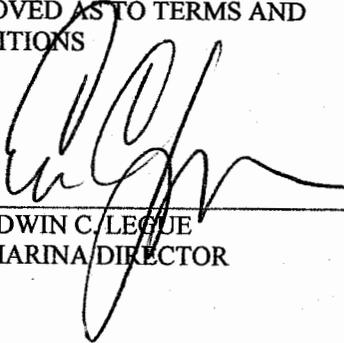
(SEAL)

BY: 
CARRIE E. WARD, MMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN
CITY ATTORNEY

BY: 
EDWIN C. LEGUE
MARINA DIRECTOR

DATE: 6/18/12

ATTACHMENT "A"

The pile delivery schedule for Phase One of the project to be used for bid purposes only is as follows:

Aluminum Floating Articulating Finger Pier Piles:

- Type: 18" x 55' ERW Steel Pipe Pile, 0.50 inch wall thickness, 50ksi min., Coated (upper 25') – single mid-weld maximum
- Estimated Quantity: 26
- Required Pile Deliver Time Frame: First delivery by July 13, 2012 with full quantity on site by August 15, 2012

Aluminum Floating Water Taxi Dock:

- Type: 18" x 55' ERW Steel Pipe Pile, 0.50 inch wall thickness, 50ksi min., Coated (upper 25') – single mid-weld maximum
- Estimated Quantity: 3
- Required Pile Deliver Time Frame: Full quantity on site by July 13, 2012

Concrete Floating Main Docks and Finger Piers:

- Type: 20" x 55' ERW Steel Pipe Pile, 0.50 inch wall thickness, 50ksi min., Coated (upper 25') – single mid-weld maximum
- Estimated Quantity: 45
- Required Pile Deliver Time Frame: First delivery by July 25, 2012, with 21 piles delivered by August 15, 2012, followed by bi-monthly deliveries and full quantity on site by September 25, 2012

Concrete Floating Breakwater:

- Type: 24" x 60' ERW Steel Pipe Pile, 0.50 inch wall thickness, 50ksi min., Coated (upper 25') – single mid-weld maximum
- Estimated Quantity: 57
- Required Pile Deliver Time Frame: First delivery by July 13, 2012, followed by bi-monthly deliveries with full quantity on site by August 15, 2012

Note that the Supplier must be able to perform in general accordance with the pile delivery time frames specified above. Suppliers that cannot commit to the required delivery schedules may be considered non-qualified for the project, at the discretion of the CITY.

Date: 6/12/12
Company: Florida Pipe & Steel, Inc.
Address: 6685 FOREST Hill Blvd Suite 207 WPB, FL 33413
Contact: Vince Bianco
Signature of Authorized Officers: Vince Bianco

FLORIDA PIPE & STEEL, INC.
 6685 Forest Hill Blvd.
 Suite 207
 West Palm Beach, FL 33413

BID SCHEDULE
 SUPPLY OF PILING FOR FIXED AND FLOATING DOCKS
 CITY OF RIVIERA BEACH MUNICIPAL MARINA
 INVITATION FOR BID NO. 355-12

BASE BID PRICING SCHEDULE - STEEL PIPE PILES

NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	UNIT	TOTAL
1.0	ALUMINUM ARTICULATING PIER PILES - BASE BID PHASE ONE: 18" x 55' ERW Steel Pipe Pile, 0.50 inch wall thickness, 50ksi min., Coated (upper 25') - single mid-weld maximum PHASE TWO: 18" x 55' ERW Steel Pipe Pile, 0.50 inch wall thickness, 50ksi min., Coated (upper 25') - single mid-weld maximum	29	\$ 4,208	EA	\$ 122,032.00
		0	—	EA	—
2.0	CONCRETE FLOATING FINGER / MAIN PIER PILES - BASE BID Phase One: 20" x 55' ERW Steel Pipe Pile, 0.50 inch wall thickness, 50ksi min., Coated (upper 25') - single mid-weld maximum Phase Two: 20" x 55' ERW Steel Pipe Pile, 0.50 inch wall thickness, 50ksi min., Coated (upper 25') - single mid-weld maximum	45	\$ 4,504.5	EA	\$ 202,702.50
		16	\$ 4,504.5	EA	\$ 72,072.00
3.0	CONCRETE FLOATING BREAKWATER PILES - BASE BID Phase One: 24" x 60' ERW Steel Pipe Pile, 0.50 inch wall thickness, 50ksi min., Coated (upper 25') - single mid-weld maximum Phase Two: 24" x 60' ERW Steel Pipe Pile, 0.50 inch wall thickness, 50ksi min., Coated (upper 25') - single mid-weld maximum	57	\$ 5,634.0	EA	\$ 321,138.00
		25	\$ 5,634.00	EA	\$ 140,850.00

TOTAL BASE BID: \$ 858,794.50

TOTAL BASE BID IN WRITING:

Eight hundreded Fifty eight thousand seven hundred ninety four 59 XX

DELIVERY SCHEDULE FROM DATE OF ORDER

ALUMINUM ARTICULATING PIER PILES - PHASE ONE ONLY

CONCRETE FLOATING FINGER / MAIN PIER PILES - PHASE ONE ONLY

CONCRETE FLOATING BREAKWATER PILES - PHASE ONE ONLY

start Calendar Days *balance*
 18
start Calendar Days
 18
start Calendar Days
 18

Note: Pile quantities are estimates and may vary from that depicted in the Schedule. Pile unit pricing shall be based on the estimated quantities provided and shall be valid up to a maximum deviation, greater or less, of 20%. Pile orders shall be based on actual quantities and the unit pricing provided by the Supplier.

Subject to prior sale V92 6/12/12

May 21, 2012 (Posted)

RESOLUTION NO. 81-12

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 IN THE AMOUNT OF \$399,000.00 UNDER THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FLORIDA BOATING IMPROVEMENT PROGRAM FOR MUNICIPAL MARINA REPLACEMENT PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT; AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO ESTABLISH A BUDGET FOR THE SAME; AND PROVIDING AN EFFECTIVE DATE.

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

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

Project Title: Municipal Marina Replacement Construction Phase 2

Total Estimated Cost: \$4,000,000

Brief Description of Project: The project includes construction of new floating and fixed docks and utilities, fuel lines and seawall. This southern portion of the marina will also provide marginal dockage for vessels up to 350 ft. in length.

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

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

SECTION 1. The City Council authorizes the submittal of a FBIP grant application to the Florida Fish and Wildlife Commission in the amount of \$399,000 of the actual cost of the project due July 20, 2012.

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

1. That it will accept the terms and conditions set forth in Florida Fish and Wildlife Commission; Florida Boating Improvement Program Rule 68-1.003(9)

F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the proposal.

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

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

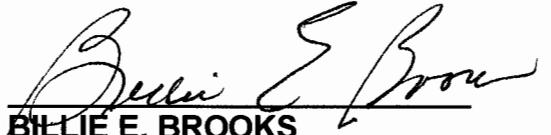
SECTION 4. This resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED this 20 day of June, 2012.

APPROVED:



THOMAS A. MASTERS
MAYOR

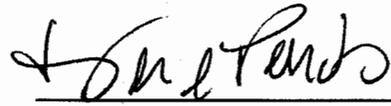


BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



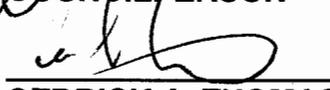
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



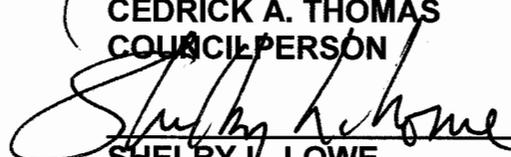
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: D. PARDO

B. BROOKS AYE

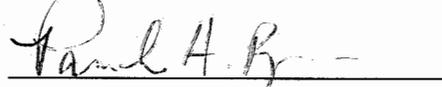
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, CITY ATTORNEY

DATE: 6/15/12