

RESOLUTION NO. 82-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SETTING THE MAXIMUM MILLAGE RATE FOR FISCAL YEAR 2012-2013 AT A RATE OF 8.9980 MILLS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach City Council is required by Truth In Millage Compliance to set the maximum millage rate by the end of July ; and

**WHEREAS**, the City is also required to set the time and date of the first Public Hearing in September; and

**WHEREAS**, the public hearing cannot be the same date as the Board of County Commissioners or the School Board.

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

**SECTION 1.** The City Council set the maximum millage at 8.9980 mills for fiscal year 2012-2013.

**SECTION 2.** That the first public hearing be held in the City Council Chambers on September 4, 2012 at 6:30 p.m.

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

**PASSED and APPROVED** this 23 day of July, 2012.

RESOLUTION NO. 82-12

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APPROVED:



THOMAS A. MASTERS  
MAYOR

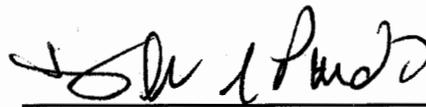


BILLIE E. BROOKS  
CHAIRPERSON

ATTEST:



CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK



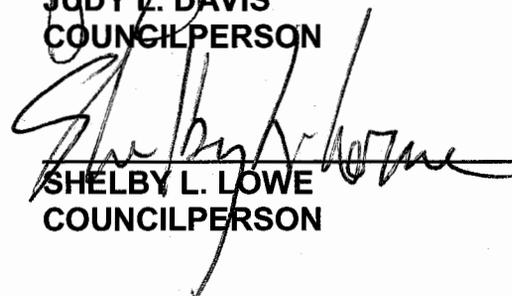
DAWN S. PARDO  
CHAIR PRO TEM



CEDRICK A. THOMS  
COUNCILPERSON



JUDY L. DAVIS  
COUNCILPERSON



SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: Thomas

SECONDED BY: Davis

B. BROOKS Aye

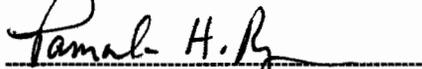
J. DAVIS Aye

C. THOMAS Aye

D. PARDO Absence

S. LOWE Aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/17/12

RESOLUTION NO. 83-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE RENEWAL OF LIFE INSURANCE COVERAGE WITH RELIANCE STANDARD LIFE INSURANCE COMPANY TO PROVIDE LIFE INSURANCE FOR CITY EMPLOYEES FOR THE POLICY YEAR 2012-2013 AND 2013-2014 AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENTS FROM VARIOUS CITY DEPARTMENTAL ACCOUNTS IN THE TOTAL ANNUAL ESTIMATED AMOUNT NOT EXCEEDING \$70,000; PERIOD BEGINNING OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2014; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Riviera Beach is in need of renewing its Life Insurance; and,

**WHEREAS**, the City has received a rate pass for the fifth year from Reliance Standard Life Insurance; and,

**WHEREAS**, Reliance Standard is offering the City a two (2) year renewal.

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

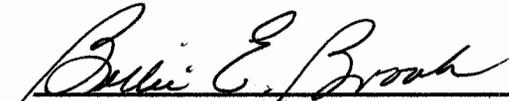
**SECTION 1.** That staff is hereby authorized to bind coverage for the City of Riviera Beach for life insurance coverage with Reliance Standard Life Insurance Company for a period of two (2) years commencing October 1, 2012 through September 30, 2014.

**SECTION 2.** That the Interim Finance Director is authorized to make payment for the City's contribution of life insurance costs from various City departmental accounts in the total annual estimated amount not to exceed \$70,000 for life insurance for the policy year.

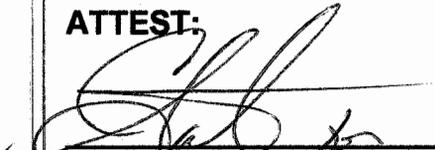
**SECTION 3.** This Resolution shall take effect immediately upon its passage and adoption by the City Council.

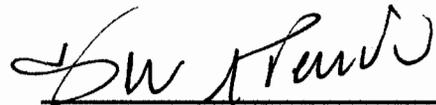
APPROVED:

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

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

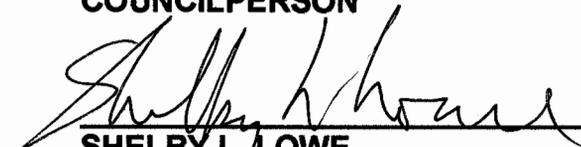
ATTEST:

  
\_\_\_\_\_  
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: S. LOWE

B. BROOKS AYE

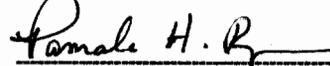
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/1/12

RESOLUTION NO. 84-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND THE CIT CLERK TO EXECUTE A CONTRACT WITH THE PALM BEACH CONSULTING GROUP, LLC TO PROVIDE ONGOING SERVICES TO WORK WITH CITY DEPARTMENTS AND THE GRANTS MANAGER TO PROPERLY ACCOUNT FOR AND REPORT ON GRANT REIMBURSEMENTS AND EXPENDITURES, INCLUDING THE TRACKING OF MATCHING FUNDS, ASSOCIATED WITH THE RENOVATION AND RECONSTRUCTION OF THE MARINA; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Riviera Beach Municipal Marina is undergoing major renovation and reconstruction; and,

**WHEREAS**, to fund the project, the City has secured grants from Palm Beach County, the State of Florida, and the Federal government; and, the process of securing grants to fund the project is ongoing; and,

**WHEREAS**, some grants contain a requirement that the City provide matching funds to secure the grant; and,

**WHEREAS**, the City hired a grants manager who is responsible for applying for grants (five to-date) and managing the seven grants that substantially fund the reconstruction of the new Marina; and,

**WHEREAS**, each grant has unique requirements for accounting for and reporting on costs associated with aspects of the reconstruction project being funded through particular grants and their eligibility for reimbursement; and, some grants have requirements for accounting for and reporting on the matching funds associated with the grants; and,

**WHEREAS**, since October 2011, The Palm Beach Consulting Group, LLC has worked with the Marina Director, the grants manager, the City Manager's office, the City Finance Department, and other City departments to develop and implement a comprehensive system to properly account for and report on grant reimbursements and expenditures, including the tracking of matching funds, associated with the renovation and reconstruction of the Marina; and,

**WHEREAS**, the City desires The Palm Beach Consulting Group, LLC to provide ongoing services however those services will exceed the City Managers purchasing threshold of \$25,000.00 thereby necessitating this resolution; and,

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

**SECTION 1.** The Mayor and City Clerk are authorized to execute the Professional Services Agreement with The Palm Beach Consulting Group, LLC to provide ongoing services to properly account for and report on grant reimbursements and expenditures, including the tracking of matching funds, associated with the renovation and reconstruction of the Marina, as specifically set forth in the "Scope of Services" in "ATTACHMENT A" to the agreement.

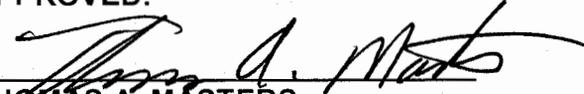
**SECTION 2.** The Interim Finance Director is authorized to make payment in an amount not to exceed \$25,000 equally from Account Number 425-0000-575-1-3103 and Account Number 128-0000-575-0-3103.

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

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PASSED and APPROVED this 1ST day of AUGUST, 2012.

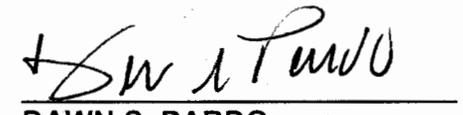
APPROVED:

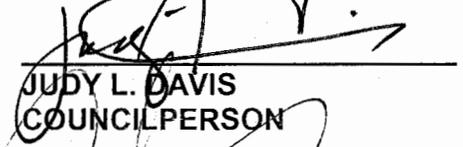
  
THOMAS A. MASTERS  
MAYOR

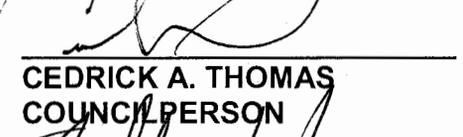
  
BILLIE E. BROOKS  
CHAIRPERSON

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
DAWN S. PARDO  
CHAIR PRO TEM

  
JUDY L. DAVIS  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: S. LOWE

B. BROOKS AYE

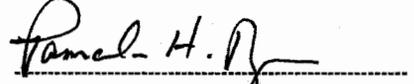
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL  
SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY  
DATE: 8/1/12

**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN  
THE CITY OF RIVIERA BEACH  
AND  
THE PALM BEACH CONSULTING GROUP, LLC**

This Professional Service Agreement is entered in this 1<sup>ST</sup> day of AUGUST 2012, by and between the City of Riviera Beach (herein referred to as "City"), a municipal corporation existing under the laws of the State of Florida and The Palm Beach Consulting Group, LLC, a Florida limited liability company, (herein referred to as "Consultant").

**WITNESSETH:**

**WHEREAS**, the Riviera Beach Municipal Marina is undergoing major renovation and reconstruction; and,

**WHEREAS**, to fund the project, the City has secured grants from Palm Beach County, the State of Florida, and the Federal government; and, the process of securing grants to fund the project is ongoing; and,

**WHEREAS**, some grants contain a requirement that the City provide matching funds to secure the grant; and,

**WHEREAS**, the City hired a grants manager who is responsible for applying for grants (five to-date) and managing the seven grants that substantially fund the reconstruction of the new Marina; and,

**WHEREAS**, each grant has unique requirements for accounting for and reporting on costs associated with aspects of the reconstruction project being funded through particular grants and their eligibility for reimbursement; and, some grants have requirements for accounting for and reporting on the matching funds associated with the grants; and,

**WHEREAS**, since October 2011, Consultant has worked with the Marina Director, the grants manager, the City Manager's office, the City Finance Department, and other City departments to develop and implement a comprehensive system to properly account for and report on grant reimbursements and expenditures, including the tracking of matching funds, associated with the renovation and reconstruction of the Marina; and,

**WHEREAS**, the City desires Consultant to provide ongoing services to properly account for and report on grant reimbursements and expenditures, including the tracking of matching funds, associated with the renovation and reconstruction of the Marina; and,

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows.

**SECTION 1. PURPOSE**

- A. The purpose of this Agreement is to contract with the Consultant to provide ongoing services to work with City departments and the grants manager to properly account for and report on grant reimbursements and expenditures, including the tracking of matching funds, associated with the renovation and reconstruction of the Marina. The "Scope of Services" is more specifically set forth in "ATTACHMENT A."

**SECTION 2. GENERAL TERMS AND CONDITIONS**

- A. This Agreement shall commence on June 20, 2012 and shall terminate on December 31, 2012, or unless terminated earlier in accordance with Section 4 of this Agreement.
- B. The Consultant shall fully perform the obligations identified in "Attachment A" to the satisfaction of the City.
- C. The City and Consultant agree to be governed by applicable local, state and federal laws, rules and regulations.
- D. Modifications of this Agreement may be requested by any party. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.
- E. The City agrees to:
1. Provide all files, data, and information that are available as requested by the Consultant.
  2. Process all requests for payment in a timely manner.

**SECTION 3. FUNDING/CONSIDERATION**

- A. Services provided under this Agreement shall not exceed \$25,000. As consideration for performance of work rendered under this Agreement and attached as **Attachment A**, "Scope of Services", the City agrees to pay the Consultant a fixed fee of \$25,000.
- B. The Consultant will prepare and submit to the City an invoice in the amount of \$3,571.43 for the first six payments and \$3,571.42 for the seventh and final payment at the beginning of each month following the initiation of this agreement. Payment for services will be made by the City within ten (10) days of the invoice date.

**SECTION 4. TERMINATION**

This Agreement may be cancelled by the Consultant upon ten (10) 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 Agreement through no fault of the Consultant; provided the City shall fail to cure same within that ten (10) day period. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice to the Consultant. Unless the Consultant is in breach of this Agreement, the Consultant 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 Consultant 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 progress, 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.

**SECTION 5. PERSONNEL**

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. 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 Consultant 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.

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

**SECTION 6. REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in the State of Florida. 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.

**SECTION 7. INDEMNIFICATION**

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other parties, and the other parties respective officers, employees, servants or agents from each party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

**SECTION 8. AVAILABILITY OF FUNDS**

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

**SECTION 9. DELAYS AND EXTENSIONS OF TIME**

The Consultant 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 Consultant 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 Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it or its subcontractors fault or negligence 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 Consultant 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 consultant employed by the City or by changes ordered by the City or any causes beyond the Consultant's control, or by delay authorized by the City pending negotiation or by any cause which the City shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may decide.

**SECTION 10. REPRESENTATION AND NOTICE**

In carrying out the terms of this Agreement, as more fully set forth in **Attachment A**, the City representative shall be the City Manager. Consultant representatives and/or employees shall report to the City representative for day to day reporting.

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

**For the City:**

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

**For The Consultant:**

Arnold A. Broussard  
The Palm Beach Consulting Group, LLC  
6406 Blue Bay Circle  
Lake Worth, FL 33467

**SECTION 11. RECORD KEEPING**

- A. All records submitted by the Consultant shall be kept for three years after the termination of this Agreement and shall be sufficient and complete to verify compliance with the requirements of this Agreement.
- B. The Consultant shall allow access to its records during normal business hours and upon reasonable advance requests of the City, its employees and agents.

**SECTION 12. DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Consultant 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 Agreement.

All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement 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 Consultant 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.

**SECTION 13. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the 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 Consultant sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant'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 Consultant 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.

**SECTION 14. CONTINGENT FEES**

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

**SECTION 15. NON-DISCRIMINATION**

The Consultant 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, Consultant 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.

**SECTION 16. SEVERABILITY**

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

**SECTION 17. ENTIRETY OF AGREEMENT**

This Agreement represents the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by parties hereto.

**SECTION 18. VENUE**

To the extent allowed by law, the venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

**SECTION 19. ATTORNEY'S FEES**

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and for conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the parties to this Agreement.

**SECTION 20. DELEGATION OF DUTY**

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the CRA.

**SECTION 21. EFFECTIVE DATE**

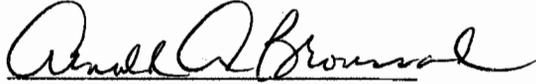
This Agreement shall become effective upon the date first above written.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth above.

**City of Riviera Beach, Florida**

**The Palm Beach Consulting Group, LLC**

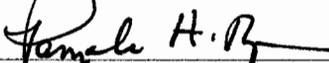
By:   
Thomas A. Masters  
Mayor

By:   
Arnold A. Broussard  
President/Manager

**ATTEST:**

  
Carrie E. Ward, City Clerk, MMC

Approved as to legal sufficiency

By:   
Pamela H. Ryan, City Attorney

Date: 7/24/12

**SCOPE OF SERVICES**

The Consultant will assist the City with developing a comprehensive system to properly account for and report on grant reimbursements and expenditures, including the tracking of matching funds, associated with the renovation and reconstruction of the Marina. The "Scope of Services" is more specifically set forth as follows.

1. Develop a comprehensive system to budget, monitor, control, account for, and report on grants received and construction expenditures associated with the Marina renovation and reconstruction project.
  - a. Grants and matches.
  - b. Expenditures by grant and fiscal year.
  - c. Expenditures by construction activity (project), grant, and fiscal year
  - d. Expenditures by construction expenditure category, grant, and fiscal year.
2. Provide the City Finance Department with proper account code and grant distribution accounting information for all Marina construction expenditures.
3. Develop account/project/grant/expenditure category coding spreadsheet to distribute costs and document vendor payment information.
4. Set-up and maintain a comprehensive system to account for and report on grants, grant reimbursements, and project.
5. Provide support services to the Marina Director and the City's grants' manager related to Marina renovation, reconstruction, and planning activities.
6. Provide necessary services to enhance system capabilities.

RESOLUTION NO. 85-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, STRONGLY SUPPORTING THE COUNTY'S CONTINUED ALLOCATION OF THE \$12.50 FUNDS TO THE MUNICIPALITIES PURSUANT TO COUNTY RESOLUTION NO. R-2002-0192, WHICH SERVES TO ENHANCE THE COUNTY'S INTERGOVERNMENTAL COMMUNICATIONS PLAN; AND STRONGLY SUPPORTING THE COUNTY'S DISBURSEMENT OF THE \$12.50 FUNDS TO COVER EXPENSES FOR ALL MUNICIPALITIES THAT HAVE RADIO SYSTEMS THAT ARE FUNCTIONALLY INTEROPERABLE WITH THE COUNTY'S RADIO SYSTEM WITHOUT ARBITRARY DISTINCTIONS BEING MADE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, Section 318.21(9), *Florida Statutes*, authorizes Palm Beach County to receive twelve dollars and fifty cents (the "\$12.50 Funds") from each moving traffic violation written by municipal law enforcement officers under limited circumstances in order to fund the county's participation in an intergovernmental radio communication program approved by the State Department of Management Services; otherwise those monies must be distributed to the municipality in which the violations occurred; and

**WHEREAS**, the intent and spirit of Section 318.21(9), *Florida Statutes*, is for the \$12.50 Funds to be used to create and maintain interoperability of agencies within a countywide intergovernmental radio communications program which includes all municipalities; and

**WHEREAS**, on February 5, 2002, the Board of County Commissioners adopted Resolution No. R-2002-0192, which allocated the \$12.50 Funds generated by the municipal law enforcement officers to the municipalities in order to encourage the interoperability of municipal communications systems with the countywide public safety communications system and to enhance the Palm Beach County's Intergovernmental Radio Communications Plan; and

**RESOLUTION NO. 85-12**  
**PAGE 2**

**WHEREAS**, the municipalities in Palm Beach County have been working diligently to build and enhance their own communications systems to become interoperable with that of Palm Beach County; and

**WHEREAS**, this program has resulted in all municipalities being interoperable with Palm Beach County's system; and

**WHEREAS**, the City of Riviera Beach has learned that County Staff intends to recommend that the Board of County Commissioners rescind County Resolution R-2002-0192, terminate all future disbursements of the municipal \$12.50 Funds to the municipalities and sweep all remaining balances currently in the "Municipal Org" to the "County Org" so that those moneys will no longer be available to municipalities for their communications systems even though several municipalities have considerable sums of money in their allocation column and have relied on those funds in constructing extensive communication systems to connect with that of Palm Beach County; and

**WHEREAS**, the City of Riviera Beach has also learned that County Staff is refusing to disburse \$12.50 Funds to municipalities that have chosen to utilize the Municipal Public Safety Communication Consortium's (the "MPSCC") system to become interoperable with Palm Beach County's system, which include but are not limited to the Town of Jupiter, the City of Palm Beach Gardens and the City of Atlantis, even though the MPSCC's system enables those municipalities to be interoperable with Palm Beach County's radio system; and

**WHEREAS**, the continuation of this program has been endorsed by the Criminal Justice Commission and the Palm Beach County Association of Chiefs of Police and is proposed to be endorsed by the Law Enforcement Planning

**RESOLUTION NO. 85-12**  
**PAGE 3**

Council on August 2, 2012, indicating the recognition by those agencies that the \$12.50 Fund allocation is necessary for the maintenance and enhancements of the countywide communications system to provide for the well being of all citizens of Palm Beach County.

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

**SECTION 1:** The City of Riviera Beach strongly supports the continued allocation of the \$12.50 Funds to all municipalities pursuant to Resolution No. 2002-0192. Such continued allocation is essential to maintaining the interoperability of all municipal communications systems with the countywide public safety communications system. Such continued allocation further enhances participation in the Palm Beach County Intergovernmental Communications Plan. Therefore, the City of Riviera Beach strongly requests that the Board of County Commissioners deny any requests to rescind Resolution No. 2002-0192 and/or to terminate the \$12.50 Funds allocation program.

**SECTION 2:** The City of Riviera Beach strongly supports the County's approval of requests for reimbursement from the \$12.50 Funds made by all municipalities including those utilizing the MPSCC system to become interoperable with Palm Beach County's system, which include, but are not limited to, the Town of Jupiter, the City of Palm Beach Gardens and the City of Atlantis. All municipal radio systems are functionally interoperable with Palm Beach County's radio system and the City of Riviera Beach believes that County Staff has rejected certain requests for disbursement based on arbitrary and unsupported distinctions.

**RESOLUTION NO. 85-12**  
**PAGE 4**

**SECTION 3:** The City Council of the City of Riviera Beach, Florida, believes the \$12.50 allocation is necessary for the maintenance and enhancements of the countywide communications system to provide for the well being of all citizens of Palm Beach County.

**SECTION 4:** This City Council directs the City of Riviera Beach City Clerk to transmit the executed Resolution to each of the Palm Beach County Commissioners, and to County Administrator Robert Weisman, at Palm Beach County Governmental Center, 301 North Olive Avenue, Suite 1101, West Palm Beach, FL 33401, prior to August 21, 2012, when the Board of County Commissioners will consider this matter.

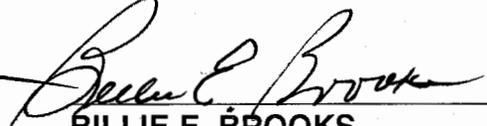
**SECTION 5:** This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED this 1ST day of AUGUST, 2012.**

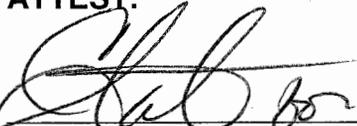
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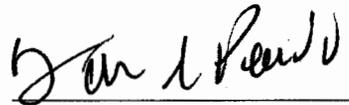
APPROVED:

  
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THOMAS A. MASTERS  
MAYOR

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

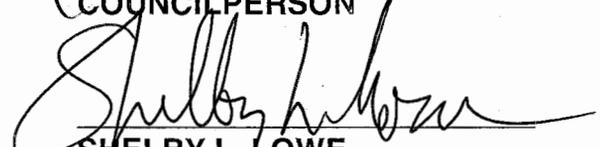
ATTEST:

  
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CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

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

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

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

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

MOTIONED BY: D. PARDO

SECONDED BY: S. LOWE

B. BROOKS AYE

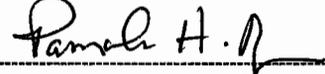
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/1/12

RESOLUTION NO. 86-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF A CLOSED CIRCUIT TELEVISION (CCTV) TRUCK FROM MIKE DAVIDSON FORD OF JACKSONVILLE, FLORIDA BY PIGGYBACKING ON THE CITY OF TALLAHASSEE CONTRACT NUMBER 2518 IN THE AMOUNT OF \$156,391.00; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO TRANSFER \$36,391.00 FROM ACCOUNT NUMBER 460-1127-541-0-6351 TO ACCOUNT NUMBER 460-1127-541-0-6405; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NO. 460-1127-541-0-6405; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Riviera Beach is required to maintain the stormwater infrastructure and canal systems within the City per it's MS4 permit and NPDES requirements; and

**WHEREAS**, the CCTV Camera Truck is an integral piece of equipment in the Stormwater division that provides the division the ability to identify infrastructure problems; and

**WHEREAS**, the needed equipment can be purchased from Mike Davidson Ford by piggybacking on the City of Tallahassee, FL contract.

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

**SECTION 1.** The City Council authorizes the purchase of the Closed Circuit Television (CCTV) Truck from Mike Davidson Ford by piggybacking on the City of Tallahassee, FL contract in the amount not to exceed \$156,391.00.

**SECTION 2.** The Interim Finance Director is authorized transfer \$36,391.00 from Stormwater Management Capital account number 460-1127-541-6351 to account number 460-1127-541-0-6405.

**SECTION 3.** The Interim Finance Director is authorized to make payment from account No. 460-1127-541-0-6405.

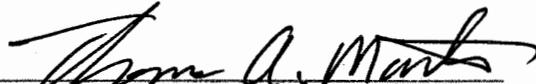
**SECTION 4.** That this Resolution shall take effect immediately upon its passage and adoption by City Council.

PASSED and APPROVED this 1ST day of AUGUST, 2012.

RESOLUTION NO. 86-12

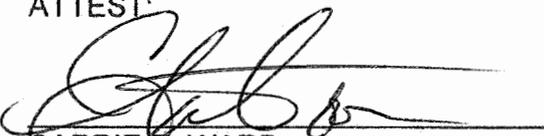
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APPROVED:

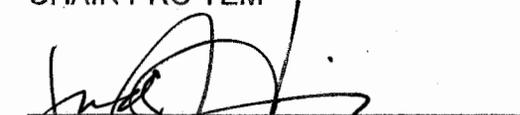
  
THOMAS A. MASTERS  
MAYOR

  
BILLIE E. BROOKS  
CHAIRPERSON

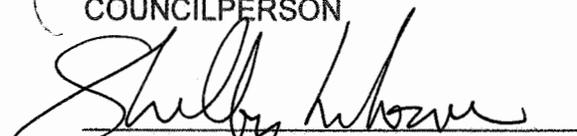
ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
DAWN S. PARDO  
CHAIR PRO TEM

  
JUDY L. DAVIS  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: S. LOWE

J. DAVIS AYE

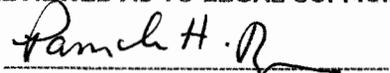
B. BROOKS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/1/12

RESOLUTION NO. 87-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE USE OF BOULEVARD TIRE CENTER OF RIVIERA BEACH, FL AND MARTINO TIRE COMPANY OF WEST PALM BEACH, FL FOR THE PURCHASE OF VEHICLE AND EQUIPMENT TIRES BY PIGGYBACKING ON THE STATE OF FLORIDA CONTRACT NUMBER 863-000-10-1; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT 001-1129-519-0-5291 IN AN AMOUNT NOT TO EXCEED \$150,000; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City has a fleet of over three hundred vehicles and equipment;  
and

**WHEREAS**, tire replacement is a major component with regards to keeping all vehicles and equipment in safe and proper working condition; and

**WHEREAS**, piggybacking on the State of Florida Contract to purchase tires with multiple vendors is the most viable option for ensuring the timely procurement and replacement of tires.

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

**SECTION 1.** The City Council authorizes the purchase of vehicle and equipment tires from Boulevard Tire Center of Riviera Beach, FL and Martino Tire Company of West Palm Beach, FL by piggybacking on State of Florida Contract number 863-000-10-1.

**SECTION 2.** The Interim Finance Director is authorized to make payment from Account No. 001-1129-519-0-5291 in an amount not to exceed \$150,000.00 for the purchase of vehicle and equipment tires.

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

**PASSED and APPROVED** this 1ST day of AUGUST, 2012.

**RESOLUTION NO. 87-12**

**PAGE: 2**

APPROVED:

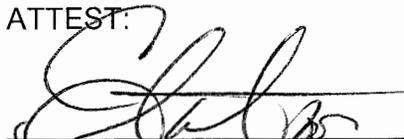


THOMAS A. MASTERS  
MAYOR

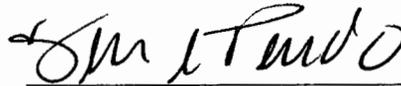


BILLIE E. BROOKS  
CHAIRPERSON

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

J. DAVIS AYE

B. BROOKS AYE

C. THOMAS OUT

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/1/12

RESOLUTION NO. 88-123

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 CIVIL ENGINEERING DESIGN SERVICES FOR THE WEST 13<sup>TH</sup> STREET ROADWAY IMPROVEMENT PROJECT IN THE AMOUNT OF \$97,225; 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 13<sup>th</sup> Street between Old Dixie Highway and the railroad crossing near Avenue R; and

**WHEREAS**, the roadway design will have to be completed in order to proceed with construction and the Florida Department of Transportation Joint Participation Agreement process; 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 design services required to develop construction documents for West 13<sup>th</sup> Street Improvements in the amount of \$97,225.

**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 1ST day of AUGUST, 2012.

RESOLUTION NO. 88-12

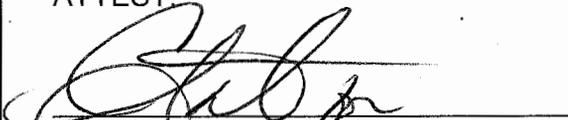
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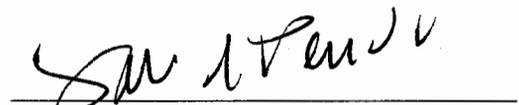
APPROVED:

  
THOMAS A. MASTERS  
MAYOR

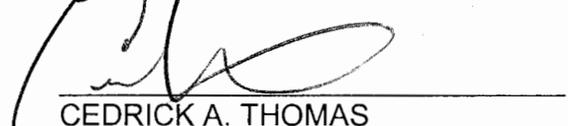
  
BILLIE E. BROOKS  
CHAIRPERSON

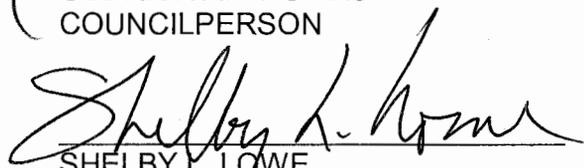
ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
DAWN S. PARDO  
CHAIR PRO TEM

  
JUDY L. DAVIS  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

J. DAVIS AYE

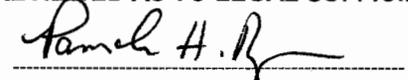
B. BROOKS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/1/12

**RESOLUTION NO. 89-12**

**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 A GEOTECHNICAL ASSESSMENT AND THE CREATION OF A CITY-WIDE PAVEMENT STUDY IN THE AMOUNT OF \$71,741.00; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE INTERIM FINANCE DIRECTOR TO SET UP A BUDGET AND APPROPRIATE FUND BALANCE IN THE AMOUNT OF \$71,741.00 FROM THE PAVING AND DRAINAGE CONSTRUCTION FUND; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City is in need of a geotechnical assessment which will aid in the evaluation of and lead to the creation of a pavement study of all City maintained roadways; and

**WHEREAS**, the City Council approved the software MicroPaver through resolution no. 30-12 which allows for roadway data to be input and interact with Geographic Information Systems (GIS) to show varying levels roadway deficiencies; and

**WHEREAS**, creating the pavement study will provide the City with insight as to the condition of City roadways as well as give support to the establishment of a capital improvement plan for the repair or replacement of roadways

**WHEREAS**, performing the assessment now and having C3TS input the data concurrently with the GIS data will reduce the City's overall cost to implement the roadway study as well expedite the process of creating the roadway study.

**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 geotechnical evaluations and data input for the creation of a Pavement Study compatible with the existing City GIS in the amount of \$71,741.00.

**RESOLUTION NO. 89-12**

**PAGE: 2**

**SECTION 2.** That the Interim Finance Director is authorized to set up a budget and appropriate fund balance in the amount of \$71,741.00 from the Paving and Drainage Construction Fund.

**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.

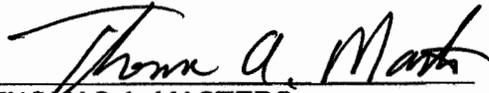
**SECTION 4.** That this Resolution shall take effect upon its passage and approval by City Council.

**PASSED and APPROVED this 1ST day of AUGUST, 2012.**

RESOLUTION NO. 89-12

PAGE: 3

APPROVED:

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

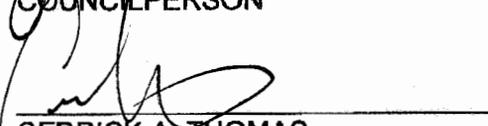
  
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BILLIE E. BROOKS  
CHAIRPERSON

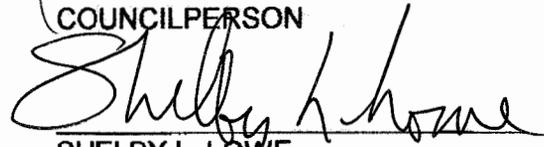
ATTEST:

  
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CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
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DAWN S. PARDO  
CHAIR PRO TEM

  
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JUDY L. DAVIS  
COUNCILPERSON

  
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CEDRICK A. THOMAS  
COUNCILPERSON

  
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SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: S. LOWE

J. DAVIS AYE

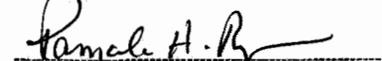
B. BROOKS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/1/12

RESOLUTION NO. 90-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SPECIAL EXCEPTION APPLICATION FROM FOBBS DAYCARE TO OPERATE A LARGE FAMILY CHILD CARE HOME LOCATED AT 1358 W 29<sup>TH</sup> STREET AND; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council amended existing Daycare Land Development Regulations via Ordinance No. 3092 on May 18, 2011; and

**WHEREAS**, Special Exception review and approval by the City Council is required for a Large Family Child Care Home (up to 12 children); and

**WHEREAS**, Section 31-62 of the City of Riviera Beach Land Development Code establishes the requirements for granting Special Exception applications; and

**WHEREAS**, Ramona Fobbs, the applicant, submitted a special exception application for a Large Family Child Care Home on October 20, 2011; and

**WHEREAS**, the application meets the City's code requirements for granting a special exception; and

**WHEREAS**, Staff has reviewed the proposed application and recommends approval; and

**WHEREAS**, the Planning and Zoning Board met June 14, 2012 to review the Special Exception application and made a recommendation to the City Council for approval of the application; and

**WHEREAS**, the City Council finds that the proposed special exception application is consistent with the adopted City of Riviera Beach Comprehensive Plan and the City's Land Development Code.

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

**SECTION 1.** The special exception application for the Large Family Child Care Home located at 1358 W 29<sup>th</sup> Street is approved.

**SECTION 2.** This Resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

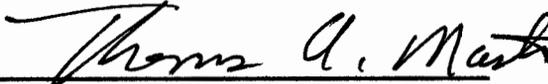
RESOLUTION NO. 90-12  
PAGE 2

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

**PASSED and APPROVED this 1ST day of AUGUST, 2012.**

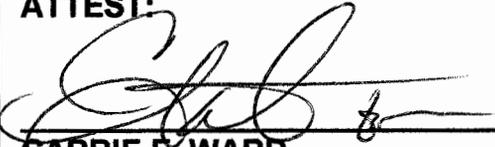
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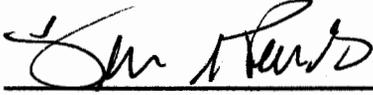
APPROVED:

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

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

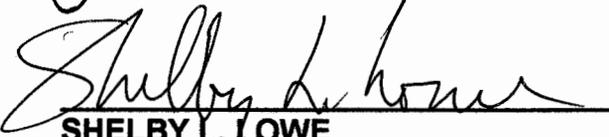
ATTEST:

  
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CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
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DAWN S. PARDO  
CHAIR PRO TEM

  
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CEDRICK A. THOMAS  
COUNCILPERSON

  
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JUDY L. DAVIS  
COUNCILPERSON

  
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SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: J. DAVIS

B. BROOKS AYE

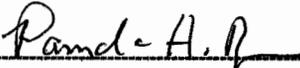
D. PARDO AYE

C. THOMAS AYE

J. DAVIS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/1/12

**RESOLUTION NO. 91-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SPECIAL EXCEPTION APPLICATION FROM TRESSY VICTORIA LATSON DAYCARE TO OPERATE A LARGE FAMILY CHILD CARE HOME LOCATED AT 321 W 19<sup>TH</sup> STREET AND; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council amended existing Daycare Land Development Regulations via Ordinance No. 3092 on May 18, 2011; and

**WHEREAS**, Special Exception review and approval by the City Council is required for a Large Family Child Care Home (up to 12 children); and

**WHEREAS**, Section 31-62 of the City of Riviera Beach Land Development Code establishes the requirements for granting Special Exception applications; and

**WHEREAS**, Tressy Latson, the applicant, submitted a special exception application for a Large Family Child Care Home on March 22, 2012; and

**WHEREAS**, the application meets the City's code requirements for granting a special exception; and

**WHEREAS**, Staff has reviewed the proposed application and recommends approval; and

**WHEREAS**, the Planning and Zoning Board met June 14, 2012 to review the Special Exception application and made a recommendation to the City Council for approval of the application; and

**WHEREAS**, the City Council finds that the proposed special exception application is consistent with the adopted City of Riviera Beach Comprehensive Plan and the City's Land Development Code.

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

**SECTION 1.** The special exception application for the Large Family Child Care Home located at 321 W 19<sup>th</sup> Street is approved.

**SECTION 2.** This Resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

RESOLUTION NO. 91-12  
PAGE 2

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

PASSED and APPROVED this 1ST day of AUGUST, 2012.

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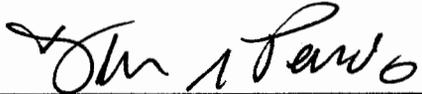
APPROVED:

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

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

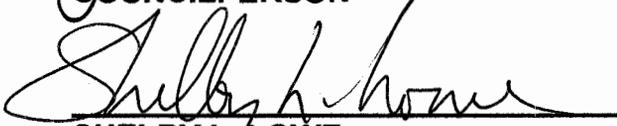
ATTEST:

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

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

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

  
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JUDY L. DAVIS  
COUNCILPERSON

  
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SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: D. PARDO

B. BROOKS AYE

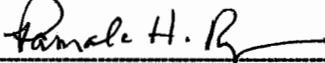
D. PARDO AYE

C. THOMAS AYE

J. DAVIS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/1/12

**RESOLUTION NO. 92-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SPECIAL EXCEPTION APPLICATION FROM LISA'S LIL' WONDERS CHILDCARE TO OPERATE A LARGE FAMILY CHILD CARE HOME LOCATED AT 1551 W 13<sup>TH</sup> STREET AND; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council amended existing Daycare Land Development Regulations via Ordinance No. 3092 on May 18, 2011; and

**WHEREAS**, Special Exception review and approval by the City Council is required for a Large Family Child Care Home (up to 12 children); and

**WHEREAS**, Section 31-62 of the City of Riviera Beach Land Development Code establishes the requirements for granting Special Exception applications; and

**WHEREAS**, Lisa Dupree, the applicant, submitted a special exception application for a Large Family Child Care Home on March 23, 2012; and

**WHEREAS**, the application meets the City's code requirements for granting a special exception; and

**WHEREAS**, Staff has reviewed the proposed application and recommends approval; and

**WHEREAS**, the Planning and Zoning Board met June 14, 2012 to review the Special Exception application and made a recommendation to the City Council for approval of the application; and

**WHEREAS**, the City Council finds that the proposed special exception application is consistent with the adopted City of Riviera Beach Comprehensive Plan and the City's Land Development Code.

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

**SECTION 1.** The special exception application for the Large Family Child Care Home located at 1551 W 13<sup>th</sup> Street is approved.

**SECTION 2.** This Resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

RESOLUTION NO. 92-12  
PAGE 2

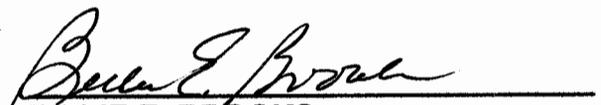
**SECTION 3.** This Resolution shall take effect immediately upon approval.

**PASSED and APPROVED this 1ST day of AUGUST, 2012.**

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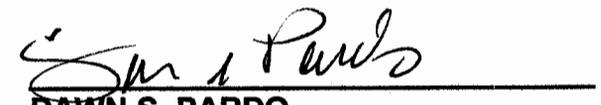
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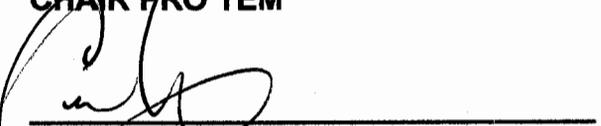
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

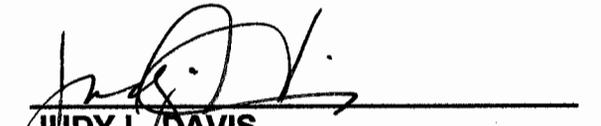
  
\_\_\_\_\_  
BILLIE E. BROOKS  
CHAIRPERSON

ATTEST:

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

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

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

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

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

MOTIONED BY: C. THOMAS

SECONDED BY: D. PARDO

B. BROOKS AYE

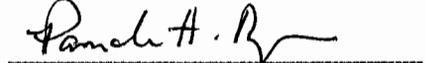
D. PARDO AYE

C. THOMAS AYE

J. DAVIS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/1/12

**RESOLUTION NO. 93-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SITE PLAN APPLICATION FROM CUMMINS POWER SOUTH FOR THE CONSTRUCTION OF A 19,444 SQUARE FOOT AUTO REPAIR & AUTO BODY SHOP FACILITY (WITH ACCESSORY OFFICE/RETAIL) ON 3.26 ACRES LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF INTERSTATE PARK WAY AND INTERSTATE PARK ROAD WEST; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 31-57 of the City of Riviera Beach Code of Ordinances establishes the requirements for Site Plan review by the City Council; and

**WHEREAS**, the Planning and Zoning Board met July 12, 2012 to review the Site Plan application from Cummins Power for the construction of the new 19,444 square foot industrial building on a 3.26 acre site and made a recommendation to the City Council for approval of the application; and

**WHEREAS**, Staff has reviewed the proposed application and recommends approval; and

**WHEREAS**, the City Council finds that the attached proposed site plan (Exhibit A) is consistent with the adopted City of Riviera Beach Comprehensive Plan and the City's Land Development Code.

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

**SECTION 1.** The Site Plan Application for Cummins Power to construct a 19,444 square foot industrial building on a 3.26 acre site located at the southeast corner of the intersection of Interstate Park Way and Interstate Park Road West is approved with the following conditions:

1. Construction must be initiated within 18 months of the effective date of this resolution in accordance with Section 31-60(a), of the City Code of Ordinances.
2. A two-year landscaping bond for 110% of the value of landscaping and irrigation shall be required before certificate of occupancy is issued.

RESOLUTION NO. 93-12

PAGE 2

**SECTION 2.** This Resolution and attached site plan labeled as "Exhibit A" shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

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

PASSED and APPROVED this 1ST day of AUGUST, 2012.

\*\*\*\*\*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK\*\*\*\*\*

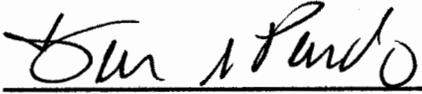
APPROVED:

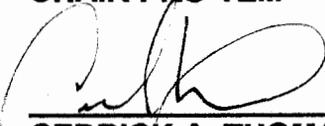
  
THOMAS A. MASTERS  
MAYOR

  
BILLIE E. BROOKS  
CHAIRPERSON

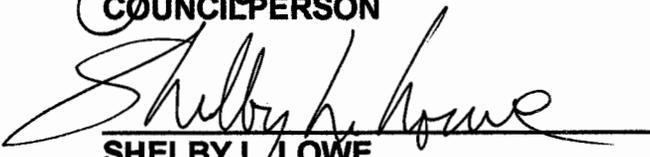
ATTEST:

  
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: 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: 8/1/12

RESOLUTION NO. 94-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING REIMBURSEMENT OF GRANT FUNDS FROM PALM BEACH COUNTY 911 EMERGENCY MANAGEMENT IN THE AMOUNT OF \$83,524 FOR PUBLIC SAFETY ANSWERING POINT (PSAP) OPERATIONS; AUTHORIZING THE FINANCE DIRECTOR TO INCREASE THE FISCAL YEAR 2012 911 GRANT BUDGET FOR THE SAME; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the 911 Reimbursement Funds are provided to the City on an annual basis pursuant to Florida State Statute 365.171(6); and

**WHEREAS**, the City of Riviera Beach has been awarded a reimbursement grant based on a formula from the Palm Beach County 911 Emergency Management in the amount of \$83,524; and

**WHEREAS**, the funds will be used for salary and wages, training, and operating expenses.

**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 Interim Finance Director to accept funds in the amount of \$83,524 from the Palm Beach 911 Emergency Management grant fund.

**SECTION 2:** That the Interim Finance Director is authorized to set up the budget for the 911 grant in the amount of \$83,524 as follows:

**Revenue Amount**

124-00-331293	911 Fund	\$83,524
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**Expenditures Amount**

124-0819-521-0-1201	Salary & Wages	\$73,024
124-0819-521-0-3401	Training	\$ 4,200
124-0819-521-0-5201	Operating	\$ 6,300

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

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012

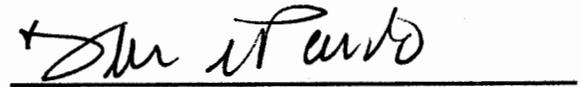
APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
BILLIE E. BROOKS  
CHAIRPERSON

ATTEST:

  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
DAWN S. PARDO  
CHAIR PRO TEM

  
JUDY L. DAVIS  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: J. DAVIS

B. BROOKS AYE

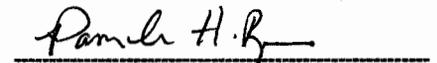
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/1/12

**RESOLUTION NO. 95-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY FOR FUNDING IN THE AMOUNT OF \$5,000,000; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO REVISE THE BUDGET FOR THE CITY OF RIVIERA BEACH MARINA REDEVELOPMENT PROJECT IN THE AMOUNT OF \$5,000,000; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to waterfront access in Palm beach County, in the principle amount of \$50, million (“\$50 million Waterfront Access Bond”); and;

**WHEREAS**, the Board of County Commissioners, Palm Beach County has approved funding allocations for water access projects; and

**WHEREAS**, the City of Riviera Beach desires to construct additional docks, boat slips, and upgrade restrooms/laundry facilities, install new fuel tanks and upgrade/expand parking area at the City Marina; and

**WHEREAS**, the Board of County Commissioners, Palm Beach County entered into an Interlocal Agreement that provided grant funds in the amount of \$5,000,000 for the Riviera Beach Marina Expansion Project, and;

**WHEREAS**, the original Interlocal Agreement required that the project be completed and open to the public within two (2) years; and

**WHEREAS**, the City desires to change the scope of the project from renovating to a complete demolition and replacement of all seawalls, piers, docks, finger piers, gangways, and pilings, including required dredging, together with complete replacement of utilities serving the foregoing, including potable water, electric, sewer, cable, phone, wi-fi, and lighting ; and

**WHEREAS**, the Interlocal Agreement has been amended to require the project be completed and open to the public for its intended use on or before December 31, 2012.

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

**SECTION 1.** That the Mayor and City Clerk are authorized to execute the Second Amendment to the Interlocal Agreement with the Board of County Commissioners on behalf of the City of Riviera Beach.

**SECTION 2.** The Interim Finance Director is authorized to revise the budget for the same for the City of Riviera Beach Marina Development as needed.

**REVENUE:**

424-00-337709	Palm Beach Water Access Bond	\$5,000,000
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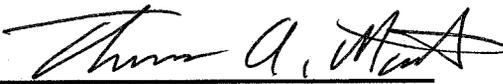
**EXPENDITURE:**

424-0000-543-1-9251	Marina Construction	\$1,209,457
424-0000-543-1-6251	Professional Services	\$340,000
424-0000-543-1-3101	6251 Dock and Promenade	\$3,450,543

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

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APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
BILLIE E. BROOKS  
CHAIRPERSON

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
DAWN S. PARDO  
CHAIR PRO TEM

  
JUDY L. DAVIS  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: J. DAVIS

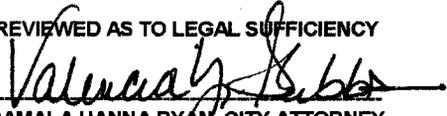
B. BROOKS AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY  
  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/16/12

R2012 1032

**AMENDMENT NUMBER 2 TO INTERLOCAL AGREEMENT BETWEEN  
PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR FUNDING OF  
THE EXPANSION AND RENOVATION OF THE RIVIERA BEACH MARINA**

**THIS AMENDMENT TO INTERLOCAL AGREEMENT** is made and entered into on ~~JUL 10 2012~~, 2012 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the City of Riviera Beach, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

**WITNESSETH:**

**WHEREAS**, MUNICIPALITY owns property located at 200 E 13 Street in Riviera Beach; and

**WHEREAS**, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to waterfront access in Palm Beach County, in the principal amount of \$50 Million ("the \$50 Million Waterfront Access Bond"); and

**WHEREAS**, the COUNTY allocated MUNICIPALITY \$5 Million Dollars for expansion and renovation of the City Marina; and

**WHEREAS**, COUNTY and MUNICIPALITY entered into a Interlocal Agreement dated February 27, 2007 (R-2007-0349) which established the \$5 Million Dollar grant to MUNICIPALITY, defined the scope of the project, and set forth the terms and conditions upon which the grant funds would be expended; and

**WHEREAS**, Amendment Number 1 to the Interlocal Agreement dated November 17, 2009 (R-2009-2012), changed the scope of the project and extended the time for completion of the project until October 1, 2011; and

**WHEREAS**, MUNICIPALITY determined that it was more prudent to redevelop instead of repairing the City Marina and has secured additional funding for the redevelopment of the Marina, and has therefore proposed additional changes to the scope of the project and is requesting additional time to complete the project.

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

1. Section 1.03 of the Interlocal Agreement is hereby modified to replace the Project Description, Conceptual Site Plan and Cost Estimate attached as Exhibits "A", "B" and "C" to the Interlocal Agreement with the revised Project Description, Conceptual Site Plan and Cost Estimate attached hereto as Exhibits "A", "B" and "C".
2. Section 1.05 of the Interlocal Agreement is hereby modified to replace the legal description of the property upon which the Project will be constructed with the legal description attached hereto as Exhibit "D".
3. Section 2.06 of the Interlocal Agreement is hereby amended to require that Phase 1 of the Project be completed and open to the public for its intended use on or before December 31, 2012. No further extensions to this Interlocal Agreement shall be considered.

4. Section 3.01 of the Interlocal Agreement is hereby deleted and replaced with the following:

The funding assistance provided by COUNTY hereunder is for Phase I of the Project. The total not to exceed amount set forth in Section 1.03 hereof shall be paid by COUNTY to MUNICIPALITY on a reimbursement basis. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of MUNICIPALITY. COUNTY acknowledges that the amount set forth on Exhibit C #2 and previously submitted within reimbursement requests # 1-8 are due and owing to MUNICIPALITY and shall be reimbursed promptly upon approval of this Amendment Number 2.

5. Section 3.05 of the Interlocal Agreement is hereby deleted in its entirety.

6. Section 4.05 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

It is the intent of the COUNTY to issue this funding assistance to MUNICIPALITY for the purposes of constructing Phase I of Project as described in Exhibit "A". It is acknowledged that the Project is a portion of the larger Marina, the upland portions of which MUNICIPALITY intends to redevelop with a mix of public and private uses including, without limitation, restaurants, a public market, community centers, retail shops, a hotel and parking garages providing public access to and increased usage of the waterfront. In the event that MUNICIPALITY ceases to operate the Project as a public marina or transfers ownership of all or a material part of the Marina or Project to any party not now a party to this Interlocal Agreement, MUNICIPALITY shall reimburse COUNTY for the full amount of the funding assistance given by COUNTY to MUNICIPALITY to accomplish the Project. The foregoing shall not prohibit MUNICIPALITY from entering into management or operating agreements with a marina management company for operation of the Marina, and/or a development and management agreement with the Riviera Beach Community Redevelopment Agency or the master developer for redevelopment of the upland portions of the Marina consistent with the goal of providing public access to and increased usage of the waterfront.

7. Section 5.02 is hereby amended to read as follows:

The term of the Interlocal Agreement shall be for a period of thirty (30) years commencing upon the date of execution of this Amendment Number 2 to Interlocal Agreement by the parties hereto. MUNICIPALITY shall restrict its use of the Project to public marina purposes only, unless otherwise agreed to in writing by the parties hereto.

8. Terms not defined herein shall have the same meaning in this Amendment Number 2 as in the Interlocal Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

9. Except as specifically modified by Amendment Number 1 and this Amendment Number 2, all other terms, covenants and conditions of the Interlocal Agreement remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment Number 2 to Interlocal Agreement to be executed on the day and year first above written.

R2012-1032 JUL 10 2012  
PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER  
By: *Sharon Bock*  
Deputy Clerk

By: *Shelley Vana*  
Shelley Vana, Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: *James C. Mize Jr.*  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS:

By: *P.C.H.*  
Department Director

WITNESSES:

*C.E. Ward*  
Signature

CITY OF RIVIERA BEACH

By: *Thomas Masters*  
Mayor THOMAS A. MASTERS

CARRIE E. WARD, MMC, CITY CLERK  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: *Valencia Z. Subba*  
Municipality Attorney  
*Amala H. Ryan*

**Exhibit A**  
**Project Description**

Complete demolition and replacement of all seawalls, piers, docks, finger piers, gangways, and pilings, including required dredging, together with complete replacement of utilities serving the foregoing, including potable water, electric, sewer, cable, phone, wi-fi, and lighting.

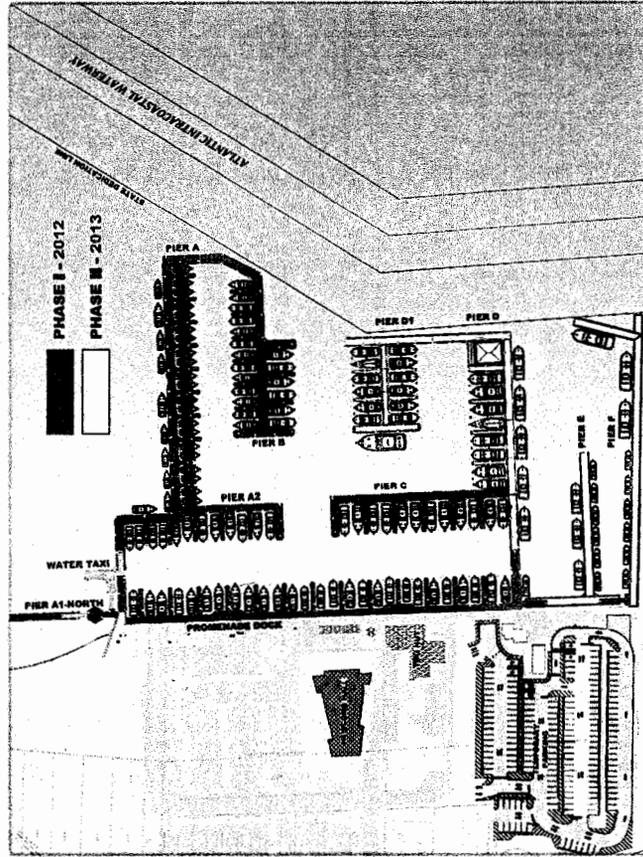
The project shall also include all engineering studies, design and environmental permitting necessary to implement construction and installation of the foregoing.

The Project shall be conducted in 2 Phases as depicted on the Conceptual Site Plan.

Exhibit B  
Conceptual Site Plan



# CITY OF RIVIERA BEACH - 2012 / 2013 MUNICIPAL MARINA IMPROVEMENTS



**THOMAS A. MASTERS**  
**BILLIE E. BROOKS**  
**DAWN S. PARDO**  
**JUDY L. DAVIS**  
**CEDRICK A. THOMAS**  
**SHELBY L. LOWE**

**MAYOR**  
**CHAIRPERSON**  
**CHAIR PRO TEM**  
**COUNCILPERSON**  
**COUNCILPERSON**  
**COUNCILPERSON**

## PROJECT HIGHLIGHTS

- SLIPS TO ACCOMMODATE 40' - 60' VESSELS
- MARGINAL AND TRANSIENT DOCKAGE TO 300'
- CONCRETE FLOATING DOCKS
- PERIMETER FLOATING BREAKWATER
- FIXED ALUMINUM PROMENADE DOCK
- WATER TAXI DOCK WITH STAGING PLATFORM
- SMALL VESSEL COMMUNITY DOCK
- NEW AND IMPROVED FUEL DOCK
- UPGRADED ELECTRIC, WATER AND SEWER
- WI-FI, PHONE AND CABLE

## PROJECT SPONSORS



Exhibit C  
Cost Estimates

Analysis of Billed vs. paid and outstanding balance Submittals 1 through 8

Submittals	Billed	Paid to City
# 1 Replacement of Dock gate Original Exhibit C Balance (10% retained)	\$ 5,400.00	\$ 4,860.00
# 2 Preliminary draft rendering dock expansion Survey of dock-fire protection Original Exhibit C Balance	\$ 4,186.47	\$ 3,767.82
# 3 Electrical parts docks Paid in Full	\$ 14,898.28	\$ 14,898.28
# 4 Parking area dry storage gravel rock replacement \$ 13,833.17	\$ 18,718.17	\$ 13,833.17
#5 Fuel tank difference from \$ 200,000 in original Exhibit C changed to \$ 562,789 in amendment 1	\$ 687,540.17	\$ 314,541.76
#6 No payment for fuel tank Replacement final	\$ 68,326.43	
Owed to City is \$ 3,759.00 They paid		<u>\$ 3,500.10</u>
# 7 No payment received	\$ 351,289.89	
# 8 No Payment received TOTALS	<u>\$ 59,097.58</u> \$1,209,456.99	\$ 355,401.13

EXHIBIT # "C #2" BASED ON APPROVALS ORIGINAL EXHIBIT "C" AND REVISED "C#1" APPROVED  
 BY PBCBCC ON NOVEMBER 17, 2009

Submittals	Work done and appropriate Exhibit "C" Authorizations	Amounts Owed City
# 1	Replacement of Dock gate Original Exhibit C Balance	\$ 540.00
# 2	Preliminary draft rendering dock expansion Survey of dock-fire protection Original Exhibit C Balance	\$ 418.65
# 3	Electrical parts docks, electrical grounding Balance of dock rendering Original Exhibit C	0
# 4	Parking area dry storage gravel rock replacement, repairs to dry marina racks, renovations to marina fuel dock building, electrical parts docks, replacement vending machines on fuel dock, repairs to dock electric. Original Exhibit C	\$ 4,885.00
#5	Repairs to docks electrical plumbing, repairs to fork lift launch area concrete slab and stops. Pilings for a new dock, and replacement of the underground fuel tanks, dispenser and lines. Original Exhibit "C" and revised "C 1"	\$ 372,998.41
#6	Repairs to dock electrical, sewerage line, parts and final bill for fuel tank and lines, replacement. Exhibit "C 1"	\$ 64,826.33
#7	Preliminary engineering seawall, renovations of marina restrooms, shower rooms, public restrooms and laundry rooms. Lumber for floating dock Exhibit "C"	\$ 351,289.89
#8	Repairs to storm drain entrance to marina, final restroom renovations. Exhibits "C" and "C 1" Balance owed to the city billed	<u>\$ 59,097.58</u> \$ 854,055.86

Palm Beach County Water Access Grant- City of Riviera Beach  
 EXHIBIT "C -3" Replacement of the marina with new floating docks

Categories covering the replacement of docks Riviera Beach Marina	
1) Paid and balance due of submissions 1 through 8 of renovations to existing marina including life safety issues to allow operation of the marina to operate while under construction Phase 1 and Phase 2 Exhibits "C" and "C 1"	\$1,209,457
2) Engineering, studies including environmental, permitting, design for the replacement of the Seawall, docks, dredging, including bid specifications and bid documents, inspections, upland parking and upland utilities connected to the marina. Architecture for the boardwalk design and fuel dock building design. Overall project management coordination.	\$340,000
3) Replacement of Docks A, A1, B, promenade dock, community dock, water taxi dock, Includes: <ul style="list-style-type: none"> <li>a. Purchase of Floating and fixed docks, finger piers, gangways And pilings</li> <li>b. Complete utilities, potable water and fire system, electrical, dockside sewerage pump-out system, Low voltage including cable, phone and Wi-Fi, lighting, dock hardware</li> <li>c. Demolition of existing docks and pilings</li> <li>d. Maintenance dredging</li> <li>e. Purchase and Installation of all docks, pilings, utilities, and dock hardware</li> </ul>	<u>\$3,450,543</u>
Total Water Access Grant	\$ 5,000,000

**Exhibit D**  
**Project Legal Description**

The land described in Dedication No. 24438-A (2725-50) and Amendment to Dedication No. 24438-B (2725-50) from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, copies of which are attached hereto.

145701

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

DEDICATION

NO. 24438-A (2725-50)

377 NOV 3 PM 12:06

KNOW ALL MEN BY THESE PRESENTS: That the Board of Trustees of the Internal Improvement Trust Fund, in pursuance of application by the CITY OF RIVIERA BEACH, a municipal corporation of the State of Florida, by Resolution adopted October 6, 1976, for dedication of the lands hereinafter described for municipal park and recreational purposes, approved by said Board of Trustees on March 22, 1977, has dedicated, and by these presents does hereby dedicate the following described lands in Palm Beach County, Florida, to-wit:

A parcel of sovereignty land lying in Lake Worth in Sections 33 and 34, Township 42 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Commencing at the intersection of the centerline of Avenue "C" and the westerly projection of the South line of Lot 8, Block 11, Inlet Grove, according to the plat thereof recorded in Plat Book 8, page 14, Public Records of Palm Beach County, Florida, and also according to the plat thereof titled "Bulkhead Line No. 50, Riviera Beach, Florida", recorded in Plat Book 25, Pages 95 and 96, on November 4, 1965, Public Records of Palm Beach County, Florida, thence South 87°22'12" East, along said westerly projection and along said South line of Lot 8, Block 11, a distance of 360 feet to a point in the high water line on the westerly shore of Lake Worth, said point also being the point of beginning of a submerged parcel of land described as "Parcel 3" in that certain Dedication No. 24438 by the Trustees of the Internal Improvement Fund of the State of Florida to the City of Riviera Beach, dated December 14, 1966, said point also being the Point of Beginning of the herein described parcel of submerged land; thence continue South 87°22'12" East, along the easterly projection of said Lot 8, Block 11, a distance of 151.21 feet to a point in the City of Riviera Beach Bulkhead Line as shown on said aforementioned plat and as approved in that certain Certificate of Approval for Establishment of Bulkhead Line No. 50 (10-19-65), by the Trustees of the Internal Improvement Fund of the State of Florida, dated October 27, 1965; thence continue South 87°22'12" East, along the easterly projection of the South line of said Lot 8, Block 11, a distance of 392.71 feet; thence South 1°12'42" East, a distance of 1292.03 feet; thence North 87°53'02" West, a distance of 284.22 feet to a point in the City of Riviera Beach Bulkhead Line as said line is shown on said aforementioned

11.20

✓ Allen, Edward  
CO Sec 6035  
Riviera Bch, FL 33404

THIS INSTRUMENT WAS PREPARED BY  
DAVID BRETT  
ELLIOT SURVEYING  
JALAPASSEE, FLORIDA 32304

CALL OFF  
BEACH REC 2762 PAGE 14 18

CITY OF RIVIERA BEACH  
OVERALL MARINA CONFIGURATION  
PHASE I

**ORIGINAL DEDICATION  
DESCRIPTION**

PALM BEACH COUNTY, FLORIDA

Revisions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_



SEA DIVERSIFIED, INC.  
Surveying and Engineering Applications

310 North Swinton Avenue  
Delray Beach, Florida 33444

Date: 01-20-12  
Drawn by:  
Checked by: W.T.S.  
Scale: N.T.S.

Sheet:

EXHIBIT

CADD ID:

plat; thence continue North 87°53'02" West along a line, said line also being the Easterly extension of the South line of a certain tract of land, hereinafter called Tract 1, described in a deed dated June 4, 1968, recorded in Book 1662, pages 810, 811 and 812, Official Records of Palm Beach County, to a point on the high water line and the Easterly property line of said Tract 1; thence meandering Northerly along said East property line and the high water line to the North line of said Tract 1, said line also being the South line of a certain tract of land, hereinafter called Tract 2, described in a deed dated August 29, 1946, and recorded in Book 787, pages 235 and 236, and in a Quitclaim Deed dated November 13, 1946, recorded in Book 787, pages 249 and 250, all in the Official Records of Palm Beach County; thence Easterly along said South line and along said high water line to the Easterly property line of said Tract 2; thence Northerly along said Easterly property line of said Tract 2 and said high water line end, where existing, a concrete bulkhead, 529 feet, more or less, to the Easterly extension of the South line of 14th Avenue and the North line of said Tract 2; thence continuing Northerly along the extension of the Easterly line of Tract 2, 30 feet, more or less, to the Easterly extension of the centerline of 14th Avenue, said line being the South line of a certain tract of land, hereinafter called Tract 3, described in a deed dated March 31, 1975, and recorded in Book 2404, page 743, Official Records of Palm Beach County; thence meandering along the high water line and said South line of Tract 3 and Northerly along the Easterly line of Tract 3 to the North line of Tract 3, said line also being the South line of a road 50 feet in width known as "Old Slip Road"; thence continuing Northerly along the high water line to the Point of Beginning, containing 14 acres, more or less.

The above described lands shall be used for municipal park and recreational purposes only, under the supervision and management of the City of Riviera Beach, subject to the following provisions:

In the event the said City of Riviera Beach shall (1) use said lands for other than municipal park and recreational purposes, or (2) for a period of five consecutive years shall fail and neglect to maintain and use the same for said purposes, the dedication hereby made shall at the option of said Trustees be subject to termination upon sixty days notice in writing by the Trustees to said City.

It is agreed that municipal park and recreational purposes for which this land is hereby dedicated shall include,

Page 2 of  
Dedication No. 24438-A (2725-50)

PALM BEACH REC 2762 PAGE 1419

CITY OF RIVIERA BEACH  
OVERALL MARINA CONFIGURATION  
PHASE I  
**ORIGINAL DEDICATION  
DESCRIPTION**  
PALM BEACH COUNTY, FLORIDA

Revisions:




SEA DIVERSIFIED, INC.  
Surveying and Engineering Applications

310 North Swinton Avenue  
Delray Beach, Florida 33444

Date:	01-20-12
Drawn by:	
Checked by:	W.T.S.
Scale:	N.T.S.

Sheet:	EXHIBIT
CADD ID:	

but not necessarily be limited to: a marina complex, concessions and associated facilities operated by the City of Riviera Beach or leased and under the strict regulation and control of the City of Riviera Beach.

IN TESTIMONY WHEREOF, the members of the Board of Trustees of the Internal Improvement Trust Fund have hereunto subscribed their names and have caused the official seal of said Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this 24th day of May, A.D. 1977.



THIS IS NOT A COPY

*Reubin O. Askew*  
Governor

*John A. Swarth*  
Secretary of State

*Robert L. Davis*  
Attorney General

*Gerald A. Lewis*  
Comptroller

*Bill Hunter*  
Treasurer

*Richard D. Tomlinson*  
Commissioner of Education

*Frank Cannon*  
Commissioner of Agriculture

As and Constituting the Board of Trustees of the Internal Improvement Trust Fund

Page 3 of  
Dedication No. 24438-A (2725-50)

Recorded  
Palm Beach County, Fla.  
John B. Drake  
Clerk Circuit Court

PALM BEACH REC 2762 PAGE 1420

<p>CITY OF RIVIERA BEACH OVERALL MARINA CONFIGURATION PHASE I</p> <p><b>ORIGINAL DEDICATION DESCRIPTION</b></p> <p>PALM BEACH COUNTY, FLORIDA</p>	<p>Revisions:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>SEA</b></p> <p>SEA DIVERSIFIED, INC. Surveying and Engineering Applications</p> <p>310 North Swinton Avenue Delray Beach, Florida 33444</p>	<p>Date: 01-20-12</p>	<p>Sheet:</p>
	<p>Drawn by:</p>		<p>Checked by: W.T.S.</p>	<p>EXHIBIT</p>
	<p>Scale: N.T.S.</p>	<p>CADD ID:</p>		

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE OF FLORIDA

AMENDMENT TO DEDICATION

DEDICATION NO. 24438-B (2725-50)

This AMENDMENT TO DEDICATION is hereby entered into this 16<sup>th</sup> day of April, 2012, by the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (the "Board of Trustees") and the CITY OF RIVIERA BEACH, a municipal corporation of the State of Florida (the "City").

WHEREAS, the Board of Trustees dedicated to the City certain lands more particularly described in Dedication No. 24438 recorded in Official Records Book 1662, Page 810, Public Records of Palm Beach County, Florida, and in Dedication No. 24438-A (2725-50) recorded in Official Records Book 2762, Page 1418, Public Records of Palm Beach County, Florida (collectively, the "Dedication"); and

WHEREAS, the Board of Trustees and the City wish to amend the Dedication to include additional lands and to add a special condition to the Dedication.

NOW THEREFORE, in consideration of the previous and the mutual covenants herein contained, the Board of Trustees and the City agree as follows:

- (1) The lands more particularly described in Exhibit "A" attached hereto are hereby included within the Dedication.
- (2) The following special condition is hereby added to the Dedication:

Any construction modification or expansion of the existing docking facility not authorized by State of Florida Department of Environmental Protection Environmental Resource Permit No. 50-0200089-005 may, at the sole discretion of the Board of Trustees, result in the termination of this Dedication and require additional approval from the Board of Trustees in the appropriate form of proprietary authorization determined based on consideration of all the provisions of Chapter 18-21, Florida Administrative Code.
- (3) Except as expressly amended, the terms of this Dedication shall remain unchanged and in full force and effect, and the same are hereby ratified, approved and confirmed by the Board of Trustees and the City as of the date of this Amendment to Dedication.

(4) The terms of this Amendment to Dedication shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Amendment to Dedication to be executed the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE  
STATE OF FLORIDA

Michelle Brady  
Witness

Michelle Brady  
Print/Type Witness Name

Kathy C Griffin  
Witness

Kathy C Griffin  
Print/Type Witness Name

By: Jeffery M. Gentry (SEAL)  
JEFFERY M GENTRY, OPERATIONS  
AND MANAGEMENT CONSULTANT  
MANAGER, BUREAU OF PUBLIC LAND  
ADMINISTRATION, DIVISION OF STATE  
LANDS, STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of April, 2012, by Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, who is personally known to me.

(SEAL)

Kathy C Griffin  
Notary Public, State of Florida

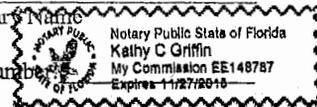
Approved as to Form and Legality

By: Samuel H. Hsin 4/13/12  
DEP Attorney

Print/Type Notary Name

Commission Number

My Commission Expires:



CITY OF RIVIERA BEACH, a municipal corporation of the State of Florida

William T. Jiles  
Witness

William T. Jiles  
Print/Type Witness Name

Laura Bass  
Witness

Laura Bass  
Print/Type Witness Name

By: Ruth C. Jones

Ruth C. Jones  
Print/Type Name

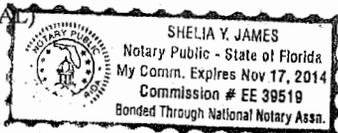
Title: City Manager

(OFFICIAL SEAL)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2nd day of APRIL, 2012, by RUTH C. JONES as CITY MANAGER, on behalf of the City of Riviera Beach, a municipal corporation of the State of Florida. He/She is personally known to me.

(SEAL)



Shelia Y. James  
Notary Public, State of Florida

SHELIA Y. JAMES  
Printed/Typed/Stamped Name

Commission Number: #EE 39519

Commission Expires: 11/17/2014

A parcel of submerged land lying in the water body know as Lake Worth, in the City of Riviera Beach and lying adjacent to Section 33, Township 42 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

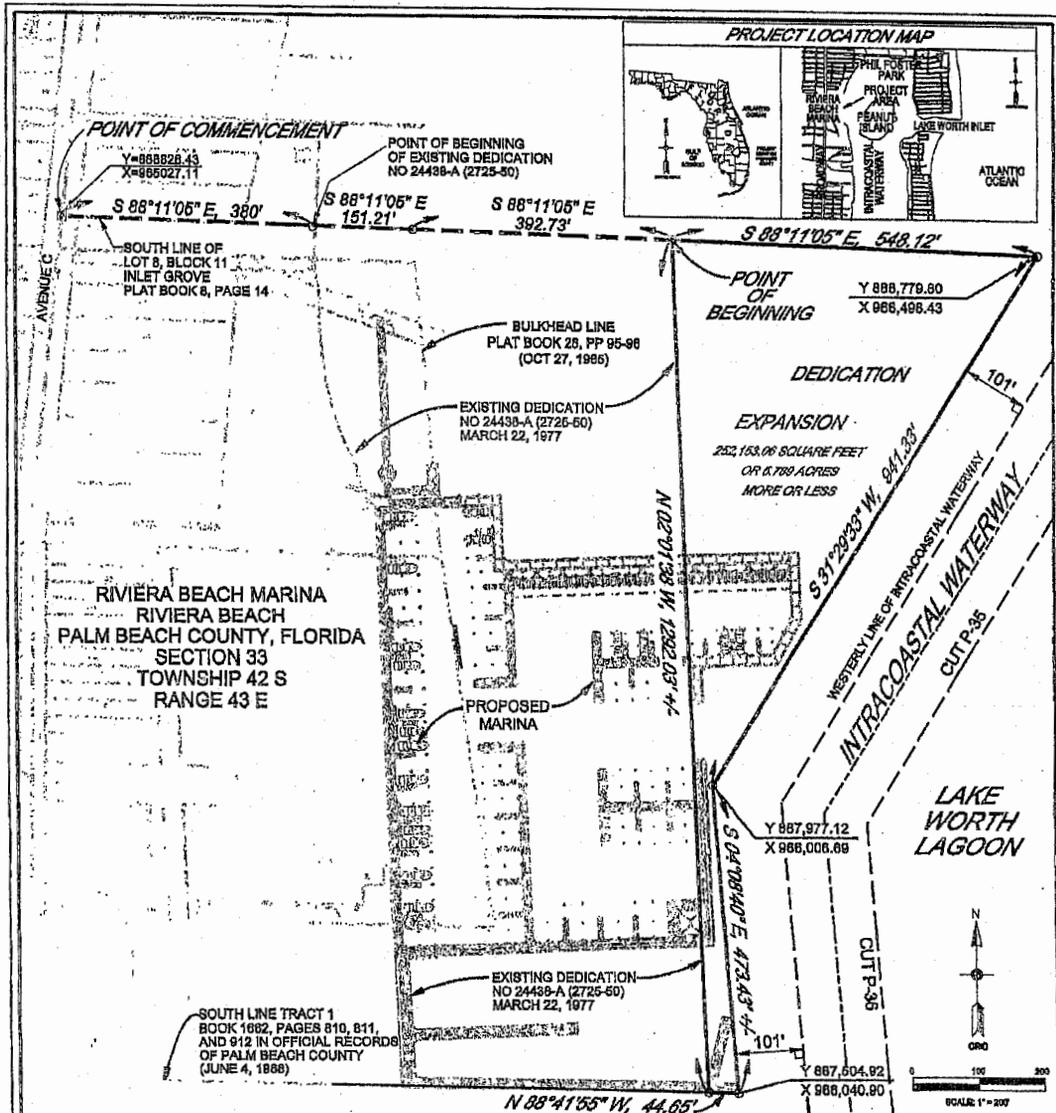
Commencing at the intersection of the centerline of Avenue "C" and the Westerly projection of the South line of Lot 8, Block 11, Inlet Grove, According to the plat thereof as recorded in Plat Book 8, Page 14, of the Public Records of Palm Beach County, Florida, and also according to the plat thereof titled "Bulkhead Line Riviera Beach, Florida", recorded in Plat Book 28, Page 95 and 96, in the Public Records of Palm Beach County, Florida, thence S 88°11'05" E, along said Westerly projection and along said South line of Lot 8, Block 11, a distance of 380 feet to a point, said point being the point of beginning of the submerged parcel of land described in that certain dedication No. 24438-A (2725-50), approved by the Board of Trustees of the Internal Improvement Fund on March 22, 1977, thence continue along the Easterly projection of the south line of said Lot 8 and the northerly line of said dedication, a distance of 151.21 feet to a point in the City of Riviera Beach Bulkhead Line as shown on said aforementioned plat and as approved in the certain Certificate of Approval for Establishment of Bulkhead Line No. 50 (10-19-65), by the Trustees of the Internal Improvement Fund of the State of Florida, dated October 27, 1965; thence continue S 88°11'05" E, along the Easterly projection of said Lot 8, Block 11, and the northern line of said dedication, a distance of 392.73 feet, to the northeast corner of said dedication and the Point of Beginning of the herein described parcel of submerged land; thence continue S 88°11'05" E, along the easterly projection of the northerly line of said dedication, a distance of 548.12 feet, to a point in a line, said line being a line 101.00 feet west of, as measured at a right angles, and parallel with the westerly line of the Intracoastal Waterway channel; thence S 31°29'33" W, along said parallel line, a distance of 941.33 feet; thence S 04°08'40" E, continuing along said parallel line being 101.00 feet west of, as measured at a right angles, and parallel with the westerly line of the Intracoastal Waterway channel, a distance of 473.43 feet, more or less, to a point in a line, said line being the Easterly projection of the South line of a certain tract of land, hereinafter called Tract 1, described in a deed dated June 4, 1968, as recorded in Book 1662, Pages 810, 811 and 912, in the Official Records of Palm Beach County; thence N 88°41'55" W, along said Easterly projection of the South line of said Tract 1, a distance of 44.65 feet, to a point being the southeast corner of aforementioned dedication No. 24438-A (2725-50) parcel; thence N 02°01'38" W, along the easterly line of said dedication No. 24438-A (2725-50) parcel, a distance of 1292.03 feet, more or less, to the Point of Beginning of this submerged land parcel description.

Said lands are laying and being in the City of Riviera Beach, Palm Beach County, Florida and containing 252,153.06 square feet or 5.789 acres more or less.

**Notes:**

1. Refer to Sea Diversified project number 10-1725.
2. This specific purpose survey was prepared on December 12, 2011.
3. The purpose of this specific purpose survey is to provide a sketch and description for a submerged land dedication expansion.
4. The coordinates shown herein are based on the Florida State Plane Coordinate System, East Zone, North American Datum, 1983 (NAD83).
5. The bearings shown herein are grid and based on the referenced horizontal datum.
6. Refer to sheet 1 of 2 for the sketch of description.
7. This sketch and description has been prepared for the City of Riviera Beach, 600 West Blue Heron Blvd., Palm Beach County, Florida, 33404.

<p><small>PREPARED FOR</small>  <b>CITY OF RIVIERA BEACH</b>  <b>RIVIERA BEACH MARINA</b>  <b>SPECIFIC PURPOSE SURVEY</b>  <b>SKETCH OF DESCRIPTION</b></p> <p><b>DEDICATION</b>  <b>EXPANSION</b></p> <p><b>PALM BEACH COUNTY, FLORIDA</b></p>	<p>Revisions:</p> <hr/>	<p><b>SEA</b>  <small>DIVERSIFIED</small></p> <p><b>SEA DIVERSIFIED, INC.</b>  <small>Surveying and Engineering Applications</small></p> <p><small>310 North Swinton Avenue  Deley Beach, Florida 33444</small></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Date:</td> <td style="width: 30%;">12-2011</td> <td style="width: 40%;">Sheet:</td> </tr> <tr> <td>Drawn by:</td> <td>K.C.J.</td> <td rowspan="3" style="text-align: center; vertical-align: middle; font-size: 1.2em;">2 of 2</td> </tr> <tr> <td>Checked by:</td> <td>K.C.J.</td> </tr> <tr> <td>Scale:</td> <td></td> </tr> </table> <p style="text-align: right; font-size: 0.8em;">CADD ID:</p>	Date:	12-2011	Sheet:	Drawn by:	K.C.J.	2 of 2	Checked by:	K.C.J.	Scale:	
Date:	12-2011	Sheet:										
Drawn by:	K.C.J.	2 of 2										
Checked by:	K.C.J.											
Scale:												



PREPARED FOR  
**CITY OF RIVIERA BEACH**  
**RIVIERA BEACH MARINA**  
**SPECIFIC PURPOSE SURVEY**  
**SKETCH OF DESCRIPTION**

**DEDICATION**  
**EXPANSION**

**PALM BEACH COUNTY, FLORIDA**

Revisions:

*[Signature]*  
 Keith C. Jordan, P.S.M. DATE  
 Florida Professional Surveyor and Mapper #4649  
 Florida Authorization #LB 7342

**SEA DIVERSIFIED, INC.**  
 Surveying and Engineering Applications

310 North Belfrain Avenue  
 Delray Beach, Florida 33444

Date: 12-2011  
 Drawn by: K.C.J.  
 Checked by: K.C.J.  
 Scale: 1" = 200'

Sheet:  
**1 of 2**  
 CADD ID:

Exhibit A  
 Page 5 of 5 Pages  
 Modification of Dedication No. 24438-B(2725-50)

**RESOLUTION NO. 96-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR FIVE (5) YEARS FROM AUGUST 22, 2012 THROUGH AUGUST 21, 2017, TO PROVIDE THE PROTOCOL BY WHICH THE CITY SHALL REFER AND TRANSPORT HOMELESS INDIVIDUALS FOR ACCEPTANCE INTO THE HOMELESS RESOURCE CENTER (HRC); AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Palm Beach County has established a Homeless Resource Center ("HRC") within the municipal boundaries of the City of West Palm Beach ("WPB") for the referral of the County's homeless population to a central facility supporting organizations, services and programs that will help end the cycle of homelessness and has entered into an Interlocal Agreement with WPB dated January 12, 2010 in support of the HRC; and

**WHEREAS**, the Palm Beach County Law Enforcement Planning Council ("LEPC") and subcommittee of the Criminal Justice Commission has adopted Best practices for Law Enforcement Personnel's interaction with the homeless population and referral of homeless individuals to the HRC and related community agencies specialty facilities; and

**WHEREAS**, the aforementioned protocol is endorsed by the LEPC for countywide implementation through standard Law Enforcement practices and procedures that shall precede a referral to the HRC; and

**WHEREAS**, it would be beneficial to the City of Riviera Beach to be able to refer and transport homeless individuals to the HRC located in West Palm Beach who qualify and voluntarily commit to participate in the services and programs offered by the HRC ; and

**WHEREAS**, there would be no fiscal impact to the City of Riviera Beach.

RESOLUTION NO. 96-12  
PAGE 2

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

**SECTION 1:** The City of Riviera Beach acknowledges the need and benefit of a Homeless Resource Center in Palm Beach County and to support the safe and orderly operation thereof.

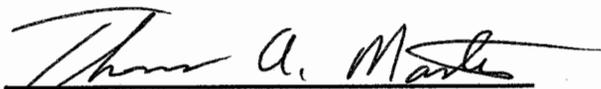
**SECTION 2:** The Mayor and City Clerk are authorized to execute an Agreement with Palm Beach County.

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

**PASSED AND ADOPTED this 15TH day of AUGUST, 2012.**

**REMAINDER OF DOCUMENT INTENTIONALLY LEFT BLANK**

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

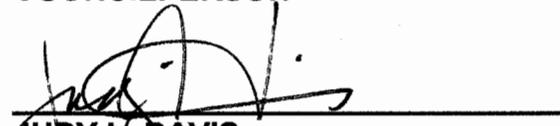
  
BILLIE E. BROOKS  
CHAIRPERSON

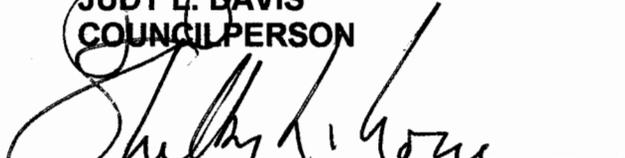
ATTEST:

  
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: S. LOWE

SECONDED BY: D. PARDO

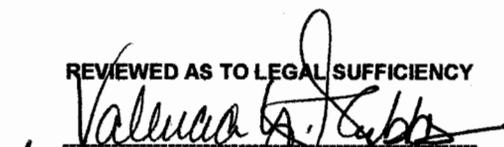
B. BROOKS AYE

J. DAVIS AYE

C. THOMAS NAY

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY  
  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/16/12

RESOLUTION NO. 97-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE EXECUTIVE DEPARTMENTAL BUDGET BY CHANGING THE POSITION OF ONE (1) PART-TIME EXECUTIVE ASSISTANT TO ONE (1) CLASSIFIED FULL-TIME EXECUTIVE ASSISTANT FOR THE 2012 FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, In the FY 2011-2012 Executive Department Budget, City Council approved a part-time executive assistant position; and

**WHEREAS**, a full-time executive assistant is critically needed to perform essential functions of executive office; and

**WHEREAS**, proposed executive assistant will assume responsibilities of providing clerical and administrative support to the deputy city manager, media manager and to the business and economic development manager; and

**WHEREAS**, no additional funds are necessary in the 2012 budget year for this position from part-time to full-time due to unused funds for the current position vacancy.

**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 Executive Department upgrade the part-time executive assistant to one (1) full-time classified executive assistant position for the 2012 fiscal year in the Executive Department Budget.

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

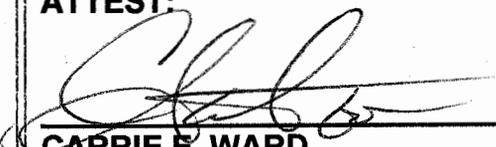
**PASSED and APPROVED** this 15TH day of AUGUST, 2012.

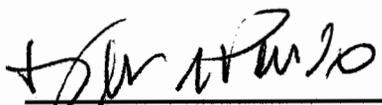
APPROVED:

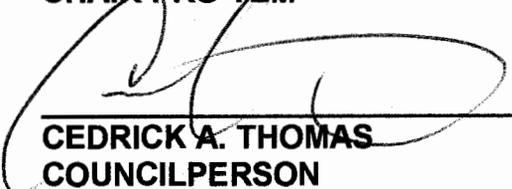
  
THOMAS A. MASTERS  
MAYOR

  
BILLIE E. BROOKS  
CHAIRPERSON

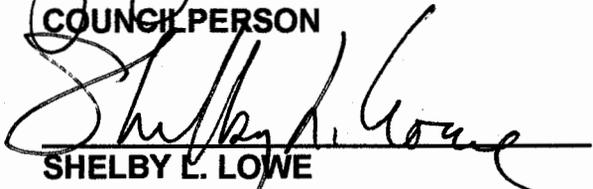
ATTEST:

  
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: D. PARDO

SECONDED BY: J. DAVIS

B. BROOKS AYE

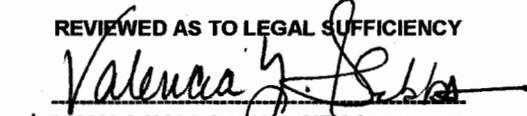
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/16/12

RESOLUTION NO. 98-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING PAYMENT TO PROMOTIONAL CONSULTING UNLIMITED AS PAYMENT FOR ADMINISTERING TEST FOR THE RANKS OF POLICE SERGEANT AND FIRE CAPTAIN AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM HUMAN RESOURCES EMPLOYEE DEVELOPMENT 001-0511-513-0-5403 IN THE AMOUNT OF \$2,900 AND FROM POLICE DEPARTMENT PROFESSIONAL SERVICES/OTHER 001-0817-521-0-3106 IN THE AMOUNT OF \$4,500; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, staff obtained the services of Promotion Consulting Unlimited to assist with the Fire Captain and Police Sergeant promotional selection process; and

**WHEREAS**, the administrative limit of \$25,000 has already been paid to the vendor; and

**WHEREAS**, the approval of this resolution will allow staff to pay the balance due on the invoices in the amount of \$7,400 to Promotion Consulting Unlimited for administering the Fire Captain and Police Sergeant promotional tests.

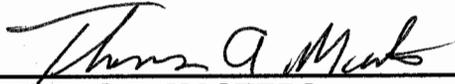
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1.** That the Interim Finance Director is authorized to make payment of \$2,900 to Promotion Consulting Unlimited from Human Resources Employee Development 001-0511-513-0-5403 and \$4,500 from the Police Department Professional Services/Other 001-0817-521-0-3106 for providing services to the City for administering the Fire Captain and Police Sergeant promotional tests.

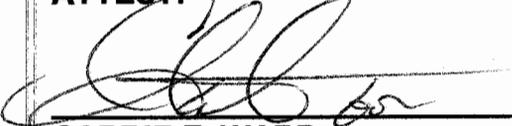
**SECTION 2.** That this resolution shall take effect upon its passage and approval by the City Council.

**PASSED AND APPROVED this 15TH day of AUGUST, 2012.**

APPROVED:

  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR  
ATTEST:

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

  
\_\_\_\_\_  
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: D. PARDO

SECONDED BY: J. DAVIS

B. BROOKS AYE

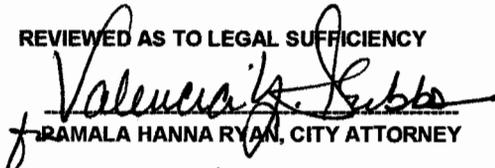
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
RAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/16/12

RESOLUTION NO. 99-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SPECIAL EXCEPTION APPLICATION FROM PHILISHA'S FAMILY CHILDCARE TO OPERATE A LARGE FAMILY CHILD CARE HOME LOCATED AT 1611 W 12<sup>TH</sup> STREET AND; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council amended existing Daycare Land Development Regulations via Ordinance No. 3092 on May 18, 2011; and

**WHEREAS**, Special Exception review and approval by the City Council is required for a Large Family Child Care Home (up to 12 children); and

**WHEREAS**, Section 31-62 of the City of Riviera Beach Land Development Code establishes the requirements for granting Special Exception applications; and

**WHEREAS**, Philisha Knighten, the applicant, submitted a special exception application for a Large Family Child Care Home on April 26, 2012; and

**WHEREAS**, the application meets the City's code requirements for granting a special exception; and

**WHEREAS**, Staff has reviewed the proposed application and recommends approval; and

**WHEREAS**, the Planning and Zoning Board met July 12, 2012 to review the Special Exception application and made a recommendation to the City Council for approval of the application; and

**WHEREAS**, the City Council finds that the proposed special exception application is consistent with the adopted City of Riviera Beach Comprehensive Plan and the City's Land Development Code.

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

**SECTION 1.** The special exception application for the Large Family Child Care Home located at 1611 W 12<sup>th</sup> Street is approved.

**SECTION 2.** This Resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

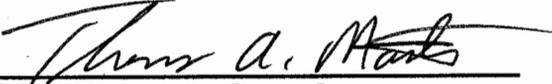
**RESOLUTION NO.** 99-12  
**PAGE 2**

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

**PASSED and APPROVED this 15TH day of AUGUST, 2012.**

**\*\*\*\* THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK \*\*\*\***

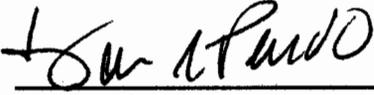
APPROVED:

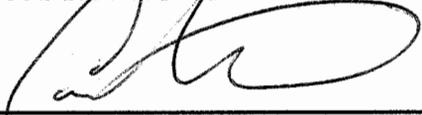
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

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

ATTEST:

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

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

  
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CEDRICK A. THOMAS  
COUNCILPERSON

  
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JUDY L. DAVIS  
COUNCILPERSON

  
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SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: D. PARDO

B. BROOKS AYE

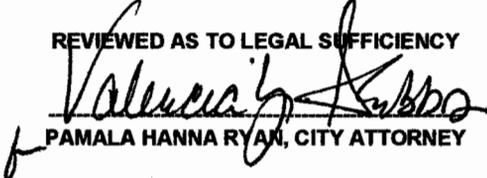
D. PARDO AYE

C. THOMAS OUT

J. DAVIS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/16/12

**RESOLUTION NO. 100-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SPECIAL EXCEPTION APPLICATION FROM TALBOT FAMILY DAYCARE TO OPERATE A LARGE FAMILY CHILD CARE HOME LOCATED AT 680 W 34<sup>TH</sup> STREET AND; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council amended existing Daycare Land Development Regulations via Ordinance No. 3092 on May 18, 2011; and

**WHEREAS**, Special Exception review and approval by the City Council is required for a Large Family Child Care Home (up to 12 children); and

**WHEREAS**, Section 31-62 of the City of Riviera Beach Land Development Code establishes the requirements for granting Special Exception applications; and

**WHEREAS**, Marion Talbot, the applicant, submitted a special exception application for a Large Family Child Care Home on May 18, 2012; and

**WHEREAS**, the application meets the City's code requirements for granting a special exception; and

**WHEREAS**, Staff has reviewed the proposed application and recommends approval; and

**WHEREAS**, the Planning and Zoning Board met July 12, 2012 to review the Special Exception application and made a recommendation to the City Council for approval of the application; and

**WHEREAS**, the City Council finds that the proposed special exception application is consistent with the adopted City of Riviera Beach Comprehensive Plan and the City's Land Development Code.

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

**SECTION 1.** The special exception application for the Large Family Child Care Home located at 680 W 34<sup>th</sup> Street is approved.

**SECTION 2.** This Resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

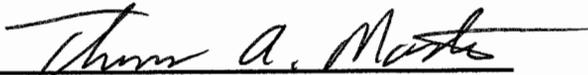
RESOLUTION NO. 100-12  
PAGE 2

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

**PASSED and APPROVED this 15TH day of AUGUST, 2012.**

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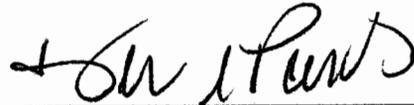
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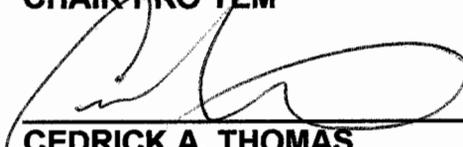
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

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

ATTEST:

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

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

  
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CEDRICK A. THOMAS  
COUNCILPERSON

  
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JUDY L. DAVIS  
COUNCILPERSON

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

MOTIONED BY: J. DAVIS

SECONDED BY: D. PARDO

B. BROOKS AYE

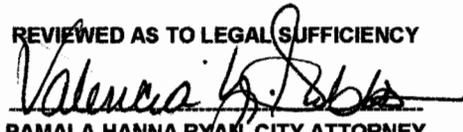
D. PARDO AYE

C. THOMAS OUT

J. DAVIS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/16/12

**RESOLUTION NO. 101-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 363-12 TO FURNISH AND INSTALL THE POTABLE WATER, SANITARY SYSTEM, ELECTRICAL, LIGHTING AND FIRE PROTECTION SYSTEM FOR THE FIXED AND FLOATING DOCK STRUCTURES, PHASES 1 AND 2 OF THE MARINA REPLACEMENT PROJECT, TO CURRENT CONNECTIONS INC, OF MANGONIA PARK, FLORIDA, THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER IN THE AMOUNT OF \$2,076,405.50 AND APPROVING WORK ORDER ONE FOR PHASE ONE (1) IN THE AMOUNT OF \$1,281,562.50; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONSTRUCTION SERVICES CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO ESTABLISH A BUDGET AND MAKE PAYMENTS FOR SAME; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with the provisions of the City's Procurement Ordinance (4010), an Invitation for Bid was publicly solicited for qualified and licensed contractors to furnish and install utilities associated with reconstruction of the City Marina. Utilities shall include potable water, sanitary sewer, fire protection and electric; and

**WHEREAS**, two (2) companies responded to Invitation for Bid No. 363-12 and Current Connections Inc., of Mangonia Park, Florida submitted the lowest responsive and responsible bid in the amount of \$ 2,076,405.50.

**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 contract to provide and install the marina dock utilities according to Bid No. 363-12 to Current Connections Inc., of Mangonia Park, Florida, and authorizes the Mayor and City Clerk to execute a construction services contract for same.

**SECTION 2.** The City Council authorizes worker order one (1) for phase one (1) of the Marina project in the amount of \$1,281,562.50.

**SECTION 3.** The City Council authorizes the Finance Director to make payment from the appropriate account(s).

**SECTION 4.** The City Manager is authorized to approve change orders in an amount not to exceed 20% of the contract award amount.

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

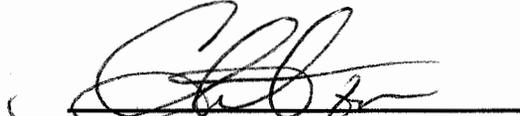
PASSED AND APPROVED THIS 15TH DAY OF August 2012.

APPROVED:

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

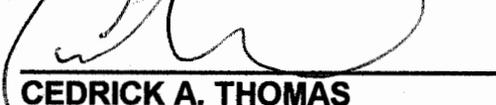
  
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BILLIE E. BROOKS  
CHAIRPERSON

ATTEST:

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

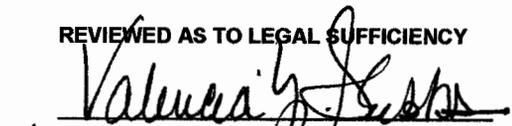
  
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DAWN S. PARDO  
CHAIR PRO TEM

  
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JUDY L. DAVIS  
COUNCILPERSON

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

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

- MOTIONED BY: D. PARDO
- SECONDED BY: J. DAVIS
- B. BROOKS AYE
- D. PARDO AYE
- J. DAVIS AYE
- C. THOMAS AYE
- S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY  
  
\_\_\_\_\_  
PAMALA H. RYAN, CITY ATTORNEY  
DATE: 8/16/12

## CITY OF RIVIERA BEACH CONTRACT FOR CONSTRUCTION

This Contract is made as of this 19<sup>th</sup> day of August, 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 Current Connections Inc. of Mangonia Park Florida, [ ] 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. number is: 59-2382286.

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 and install the potable water, sanitary system, electrical, lighting and fire protection systems for the fixed and floating docks at the marina, as more specifically set forth in the Scope of Work and Bid Schedule detailed in Exhibits "A" and "B", attached hereto and made a part hereof, and in the Invitation to Bid #363-12. The performance of the Contract will be completed in phases by individual work orders and CONTRACTOR recognizes that funding for the Project will accordingly occur in phases as more specifically set out in the Invitation to Bid #363-12. CONTRACTOR understands and agrees that the CITY, in its sole discretion, may choose to delete or cancel Phase 2 of the Project from this Contract

The CITY'S representative/liaison during the performance of this Contract shall be Ed Legue, Marina Director, telephone no. (561) 845-3408.

### **ARTICLE 2 - SCHEDULE**

- A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Payment Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. **Phase 1** Construction work shall be carried on at a rate to insure its full completion within ninety (90) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract. The Schedule for **Phase 2** will be specified at a later date, the notice to proceed shall not be issued until all required permits have been issued.
- 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 thousand dollars (\$1000) for each day elapsing between the expiration of such time limit and the date of substantial 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 as required by the project manager and/or City Engineer. The contractor shall be available for periodic meeting not less than 2 times per month.

**D. ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal/bid amounts set forth in bid schedule documents, Exhibit "B". The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the project, without specific, prior written approval of the CITY.
- B. Progress Invoices - No later than the 20<sup>th</sup> 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 through the Progress Invoice for the preceding month 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 or Consent of Surety 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 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 noncurrent 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 three (3)

days written notice to the CONTRACTOR. In the case of a termination for cause, the CONTRACTOR shall have an opportunity to cure said default. 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" or as is specified in the bid, 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.

Once a subcontractor is listed in an ENGINEER's response to an RFP or a BID and the ENGINEER wishes to change a subcontractor, if the response or bid has been accepted by the CITY, then specific approval from CITY staff must be given prior to any change in subcontractors. The CITY shall not unreasonably deny the request. However, the ENGINEER must demonstrate that the subcontractor being replaced is unable to perform the work, is performing the work poorly or untimely, or is unable to meet the requirements of the contract with the CITY. The CITY will not address issues related to the ENGINEER's specific agreement with the subcontractor including issues of pricing.

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

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

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

#### **ARTICLE 8 – SBE PARTICIPATION**

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

#### **ARTICLE 9 - FEDERAL AND STATE TAX**

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be

exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

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

#### **ARTICLE 10 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 11 - INSURANCE**

- A. Prior to execution of this Contract by the CITY, the CONTRACTOR shall provide certificates evidencing insurance coverage 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. Contractor shall maintain Builder's Risk Insurance for all work to be prepared at the Site to the full insurable value thereof. This insurance shall include the interest of the City of Riviera Beach, in the specific materials, construction, labor and final built product, and shall insure against the perils of fire, hurricane, flood, wind-driven rain and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, wind, theft, vandalism and malicious mischief. If not covered under the "all risk" insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the work stored offsite or in transit when such portions of the work are to be included in an application for payment. The Contractor shall be responsible for policy deductibles.
- C. The CONTRACTOR shall maintain, during the life of this Contract, Long Shoreman's Insurance in the amount of \$500,000.00.
- D. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability, insurance in the amount of \$1,000,000.00 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.

- E. The parties to this Contract shall carry Workers' Compensation Insurance and 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. 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.
- G. All insurance, other than Workers' Compensation insurance, 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.

The Contractor must anticipate there could be slight deviations from the Manufacturer's and/or Installation Contractors projected delivery schedules, such deviations assumed to be no more than 2 – 3 days. In the event there is a delay in delivery of any dock product or installation beyond 3 days as a result of the dock manufacturing / installation process, not relating to weather or other unforeseeable conditions, the City will consider an extension of time and possible compensation for equipment and personnel while standing by if completely justified by the Contractor. Extensions of time and / or issuance of compensation for standby time will not be considered if the City determines there are other work items that could be performed by the Contractor while waiting for the delivery or installation of float units or other dock products. Should the City agree to compensation for standby time, the Contractor must provide daily logs or field reports documenting the dates of standby plus any or all documentation to support the Contractor's cost for standby, including but not limited to actual cost of equipment, personnel and other expenses. The City will issue compensation for standby at the lesser of actual cost documented by the Contractor or \$500.00 per day.

## **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 Chapter 489 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  
c/o EDWIN C. LEGUE, MARINA DIRECTOR  
600 WEST BLUE HERON BOULEVARD  
RIVIER BEACH FL 33404**

and if sent to the CONTRACTOR shall be mailed to:

**CURRENT CONNECTIONS INC.  
c/o DONALD SHARKEY, PRESIDENT  
1620 HILL AVENUE  
MANGONIA PARK FL 33407**

**ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

**ARTICLE 31 - SPECIAL CONDITIONS**

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

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

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

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

1. The surety company shall hold a current certificate or authority as an acceptable surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company shall provide the CITY with satisfactory evidence that such excess risk has been protected in an acceptable manner.

2. The surety company shall have at least the following minimum ratings in the latest revision of Best's Key Rating Guide: Best's Policy Holders Ratings –A- (minimum); Best Financial Category – Class 1.
3. For projects that do not exceed \$500,000.00, the CITY will accept bonds in accordance with Florida Statute section 287.0935.
4. If the surety is declared bankrupt, becomes insolvent, its right to do business in the State of Florida is terminated or it ceases to meet the requirements set forth above, the CONTRACTOR shall within ten (10) working days after notification by the CITY substitute another bond and surety company, at no cost to the CITY, meeting the above requirements.

### **ARTICLE 32 – INSPECTION OF WORK**

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

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

### **ARTICLE 33– WARRANTY/GUARANTY**

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this Contract as it relates to the installation of the potable water, sanitary sewer, electrical, lighting and fire protection systems shall be guaranteed by the product Manufacturer, if any, for a minimum period of 1 year from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, including but not limited to material defect and workmanship for a period of 1 year with 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 manufacturer's warranty as it relates to the materials and parts used to construct the seawall/bulkhead.

## **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, Donald G. Sharkey, 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 the contract in its entirety and all attachments in the Bid Documents, Technical Specifications, Construction Manual and Addenda as contained in the City of Riviera Beach Bid #363-12. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and any other applicable requirements. To the extent that there exists a conflict between this Contract and the Contractors response to the City's Bid # 363-12, 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 Sub recipient Requirement information by CONTRACTOR to CITY. CONTRACTOR agrees to fully cooperate with CITY in any requests of CITY to fulfill CITY's Sub recipient 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 Sub recipient Requirement information to CITY by CONTRACTOR may result in the CITY failing to obtain the sought after reimbursement in whole or in part for the cost of the work contemplated by this Contract and that such failure by the CONTRACTOR shall constitute a material default under this Contract.

#### **ARTICLE 50 – WAIVER OF TRIAL BY JURY**

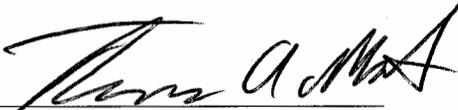
IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND CONTRACTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. CITY AND CONTRACTOR HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

**SIGNATURES ON FOLLOWING PAGE**

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

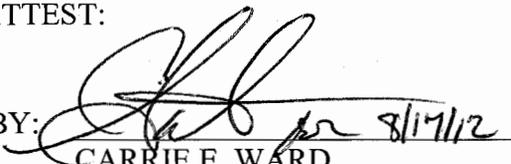
CITY OF RIVIERA BEACH

CONTRACTOR

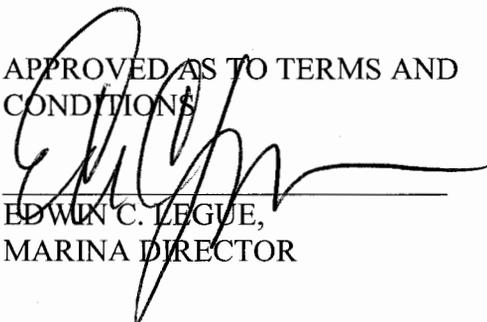
BY:   
THOMAS A. MASTERS,  
MAYOR

BY:   
DONALD G. SHARKEY  
PRESIDENT

ATTEST:

BY:  for 8/17/12  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
EDWIN C. LEGUE,  
MARINA DIRECTOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
PAMALA H. RYAN,  
CITY ATTORNEY

Date: 8/9/12



## EXHIBIT A – CONTRACT FOR MARINA DOCK UTILITIES (BID NO. 363-12)

### MARINA DOCK UTILITIES - PROJECT DESCRIPTION

The project includes the supply and installation of utilities for the City of Riviera Beach Municipal Marina. This includes potable water, sanitary sewer, fire protection, electrical / lighting, communications and security systems. Each slip throughout the new marina will be provided with potable water, sanitary sewer service, power and lighting. Additionally, the new facility will have a fire protection system comprised of fire standpipes and fire extinguisher cabinets; security camera system and wireless broadband system. The extent of work shall include the installation of these utility systems throughout the marina with service connections upland of the bulkhead. The extent of marina dock utilities is depicted on plans prepared by Sea Diversified, Inc. and Brannon & Gillespie, LLC dated June, 2012.

The marina utility contractor (CONTRACTOR) shall be responsible for the supply and installation of the dock utilities in accordance with the current phasing program established by the CITY. The CONTRACTOR shall be responsible for coordinating all utility installation activities with the dock manufacturer, marine contractor responsible for installation of the docks and the underground contractor responsible for the installation of upland utilities in support of the marina. Referencing the attached sketch, the extent of work and current phasing program is described as follows:

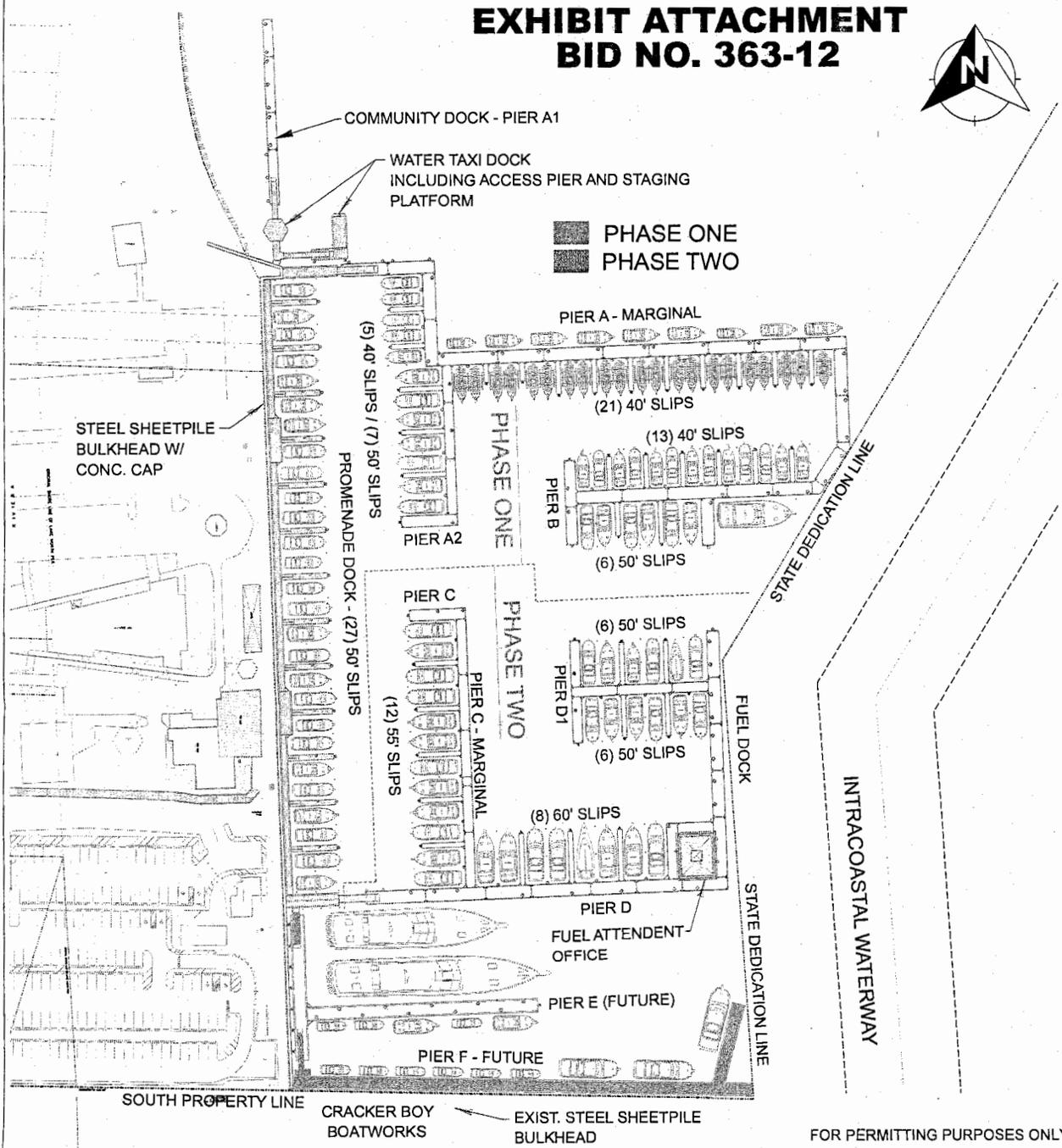
#### Phase One:

- Promenade Dock: Fixed aluminum frame dock with hardwood decking manufactured by Technomarine
- Pier A: Floating concrete dock system manufactured by Marinetek NA.
- Pier A2: Floating concrete dock system manufactured by Marinetek NA.
- Pier B: Floating concrete dock system manufactured by Marinetek NA.
- Water Taxi Dock: Floating aluminum dock with hardwood decking manufactured by Technomarine
- Water Taxi Deck: Fixed aluminum frame dock with hardwood decking manufactured by Technomarine
- Community Dock: Floating concrete dock system manufactured by Marinetek NA.

#### Phase Two:

- Pier C: Floating concrete dock system manufactured by Marinetek NA.
- Pier D: Floating concrete dock system manufactured by Marinetek NA.
- Pier D1: Floating concrete dock system manufactured by Marinetek NA.

# EXHIBIT ATTACHMENT BID NO. 363-12



FOR PERMITTING PURPOSES ONLY

CITY OF RIVIERA BEACH  
MUNICIPAL MARINA  
MARINA DOCK UTILITIES  
BID NO. 363-12

**PROJECT DESCRIPTION**  
**EXHIBIT**  
PALM BEACH COUNTY, FLORIDA

Revisions:




SEA DIVERSIFIED, INC.  
Surveying and Engineering Applications

310 North Swinton Avenue  
Delray Beach, Florida 33444

Date:	07-01-12	Sheet:	<b>1</b>
Drawn by:	W.T.S.		
Checked by:	W.T.S.		
Scale:	1"=150'	CADD ID:	

**BID SCHEDULE  
CITY OF RIVIERA BEACH  
MARINA DOCK UTILITIES  
IFB NO.: 363-12**

**CONTRACTOR:** Current Connections, Inc.

**BID SUMMARY - WATER, SEWER, FIRE AND ELECTRIC**

Phase One	Total Base Bid Amount
Promenade	221,110.00
Pier A	313,892.50
Pier A2	109,825.00
Pier B	261,480.00
Water Taxi / Community Dock	31,680.00
Upland Services	152,250.00
Other	163,400.00
<b>Total Phase One</b>	<del>1,253,537.50</del>

*Revised \$41,281,562.50*

Phase Two	Total Base Bid Amount
Pier C	187,632.50
Pier D	356,717.50
Pier D1	155,123.00
Upland Services	48,870.00
Other	33,500.00
<b>Total Phase Two</b>	<del>781,843.00</del>

*Revised \*\$794,843.00*

**BASE BID:**

**Total Phases One and Two - Water, Sewer, Fire and Electric**

~~2,060,180.50~~  
*Revised \*\$2,076,405.50*

**BASE BID IN WRITING:**

Bid schedule has been prepared to include major components of work.  
It shall be the Contractor's responsibility to review plans and specifications and to bid accordingly.

**EXHIBIT B**