

**RESOLUTION NO. 32-2011**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA DECLARING THE RESULTS OF THE MARCH 8<sup>TH</sup> MUNICIPAL GENERAL ELECTIONS AND THE MARCH 22<sup>ND</sup> MUNICIPAL RUN-OFF ELECTIONS HELD WITHIN THE MUNICIPAL BOUNDARIES BETWEEN THE HOURS OF 7:00 A.M. TO 7:00 P.M. AND NAMING THE RECIPIENTS AND THE RESULTS AS FOLLOWS: MAYORAL SEAT; CITY COUNCIL DISTRICT (1) SEAT; CITY COUNCIL DISTRICT (3) SEAT; AND CITY COUNCIL GROUP (5) SEAT RESPECTIVELY; AND THE REFERENDUM QUESTION - SHALL THE CITY'S CHARTER BE AMENDED TO REPEAL THE CHANGES MADE TO ARTICLE VII, SECTION 3.5 WHICH WERE APPROVED AT THE NOVEMBER 2, 2010 GENERAL ELECTIONS; FURTHER PROVIDING FOR THE TERMS IN OFFICE FOR EACH ELECTED SEAT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on the 8<sup>TH</sup> day of March, 2011, a Municipal General Election was held in the City of Riviera Beach, Palm Beach County, Florida, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of electing qualified candidates, as provided for by law in the Mayoral seat; City Council District One (1); City Council District Three (3); City Council Group Five (5); respectively; and to vote on a referendum question- shall the City's Charter be amended to repeal the changes made to article VII, Section 3.5 which were approved at the November 2, 2010 Municipal General Election; and

**WHEREAS**, at the culmination of the above-mentioned Municipal General Elections, no candidate received the majority of the vote in the Mayoral and Council Group 5 races; results continued into Run-off Elections on the 22<sup>nd</sup> day of March, 2011, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of electing qualified candidates as provided for by law for the Mayoral seat and City Council Group 5 seat; and

**WHEREAS**, the polling sites, precinct clerks, precinct inspectors and precinct police officers of said elections held on March 8, 2011 and March 22, 2011, were duly appointed by the Riviera Beach Supervisor of Elections; and

**WHEREAS**, on March 8, 2011, and March 22, 2011, the 17 precinct clerks escorted by the precinct police officers transported their returns to the Riviera Beach Supervisor of Elections at the municipal complex for examination and acceptance to report findings to be tabulated at the Palm Beach County Supervisor of Elections Office designated location in Riviera Beach; and

**WHEREAS**, upon transport, the Palm Beach County Supervisor of Elections found Elections returns delivered by the Riviera Beach Supervisor of Elections from the 17 precincts to be true and accurate tabulations of the actual votes cast to include provisional ballots; and

**WHEREAS**, on March 8, 2011, at the culmination of counting of votes cast to include counting of the absentee ballots, the unofficial results declared a successor in City Council District 1, City Council District 3, and approval of the referendum question; and

**WHEREAS**, On March 22, 2011, at the culmination of counting of votes cast to include absentee ballots in the Municipal Run-off Election, unofficial results declared a successor in the Mayoral seat and City Council Group 5 seat.

**WHEREAS**, on March 25, 2011, at 3:00 P.M. The Voting System Post Audit was conducted by the City Clerk and the Supervisor of Elections at the Riviera Beach tabulating center in accordance with State Elections law. As a result, the City Council group 5 races and precinct 1172 were selected by the City Clerk for the manual count and upon complete hand count of each individual voted ballot, said returns were determined to be accurate and all voted ballots were officially sealed.

**NOW THEREFORE BE IT RESOLVED**, upon final count of total votes cast to include canvassing of Absentee Ballots by the Riviera Beach Canvassing Board, the 2011 Riviera Beach Election is final.

**Section 1: BE IT FURTHER RESOLVED**, based on the results of the official certified statement of votes received from Palm Beach County's Supervisor of Elections, I hereby certify the results as final to the Riviera Beach's Canvassing Board:

**Municipal General Elections**

	March 8, 2011	March 22, 2011
Total Registered Voters	20,849	20,891
Total Absentee Ballots Cast	951	983
Provisional Ballots Cast	7	6
Total Ballots Cast	5,258	4,089
Total Votes Cast	4,300	5,078
Percentage of voters	25.19%	24.31%

**MAYORAL**

George Carter	2,109	2,381	(46.98%)
Fercella Davis-Panier	980		
Phillip M. Dukes	114		
Thomas Masters	2,031	2,687	(53.02%)
Total	5,234		

**CITY COUNCIL DISTRICT 1**

Billie E. Brooks	3,065
Lynne Hubbard	1,995
Total	5,060

RESOLUTION NO. \_\_\_\_\_

PAGE 3

March 8, 2011

March 22, 2011

CITY COUNCIL DISTRICT 3

Anthony Paulk	1,370
Rodney Roberts	627
Cedrick Thomas	3,122
Total	5,119

CITY COUNCIL DISTRICT 5

Dee Cunningham	794	
Bruce Guyton	2,045	2,261 (45.23%)
Shelby L. Lowe	2,247	2,738 (54.77%)
Total	5,086	

REFERENDUM QUESTION

Yes	2,950
No	2,027
Total	4,977

Mayor and City Council for 2011

MAYOR- THOMAS A. MASTERS

CITY COUNCILPERSON DISTRICT 1 - BILLIE E. BROOKS

CITY COUNCILPERSON DISTRICT 3 - CEDRICK A. THOMAS

CITY COUNCILPERSON GROUP 5 - SHELBY L. LOWE

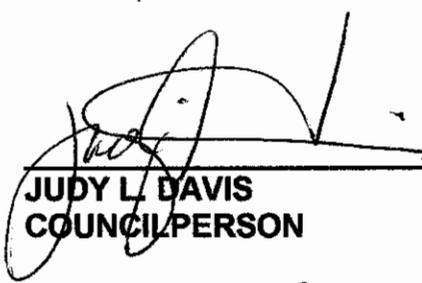
**Section 2:** That the City Clerk be and she is hereby directed to deliver to each the Certificate of Elections and administer the Oath of Office in accordance with the City Charter and the laws of the State of Florida.

PASSED AND APPROVED THIS 6<sup>TH</sup> day of APRIL, 2011.

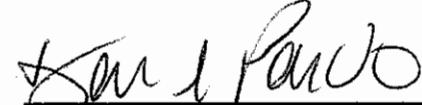
RESOLUTION NO. 32-2011  
PAGE 4

APPROVED:

CITY OF RIVIERA BEACH CANVASSING BOARD 2011

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

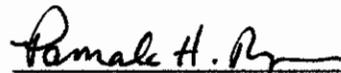
ATTEST:  
  
\_\_\_\_\_  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
\_\_\_\_\_  
DAWN S. PARDO  
COUNCILPERSON

MOTIONED BY: Davis

SECONDED BY: Pardo

J. DAVIS Aye  
D. PARDO Aye  
Unanimous.

REVIEWED AS TO LEGAL SUFFICIENCY  
  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY  
DATE: 3/30/11

RESOLUTION NO. 33-11

**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 THIRD AMENDMENT TO THE GRANT AGREEMENT BY AND BETWEEN PALM BEACH METROPOLITAN PLANNING ORGANIZATION (MPO) AND THE CITY OF RIVIERA BEACH EXTENDING THE COMPLETION DATE FOR A WATER TAXI DOCKING FACILITY TO NOVEMBER 30, 2011; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the MPO Countywide Water Taxi Grant Program desires to encourage the creation of a Countywide water taxi system linking cities along the Intracoastal Water; and

**WHEREAS**, the City and the MPO approved reallocation of grant funds from the Jerry Thomas Bridge water taxi dock project to the 14<sup>th</sup> Street water taxi docking project (at the Marina) and increased the funds available to the project in an amount of \$196,910; and

**WHEREAS**, the City was not able to complete the construction of the Facility by the extended completion date of December 31, 2010; and

**WHEREAS**, the MPO requested, and FDOT has agreed, to extend the term of its Joint Partnership Agreement with MPO (JPA) to November 30, 2011, to enable the MPO to use funds provided by FDOT under the JPA to reimburse the Grantee for certain costs associated with the Facility improvements; and

**WHEREAS**, the MPO is willing to extend the completion date for the Facility to November 30, 2011, and the parties are willing to modify certain other provisions of the Grant Agreement so that they are consistent with the new completion date.

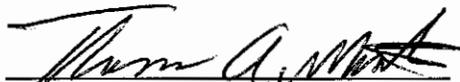
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:**

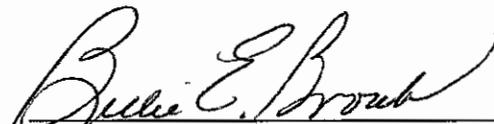
**SECTION 1.** That the Mayor and City Clerk are authorized to execute the Third Amendment to the Grant Agreement By and Between the Palm Beach Metropolitan Planning Organization and the City of Riviera Beach (related to 14<sup>th</sup> Street Dock).

**SECTION 2.** This resolution shall take effect immediately upon its passage.

RESOLUTION NO. 33-11  
PAGE 2

APPROVED:

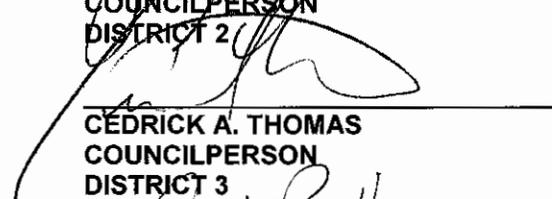
  
THOMAS A. MASTERS  
MAYOR

  
BILLIE E. BROOKS  
COUNCILPERSON  
DISTRICT 1

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
COUNCILPERSON  
DISTRICT 2

  
CEDRICK A. THOMAS  
COUNCILPERSON  
DISTRICT 3

  
DAWN S. PARDO  
COUNCILPERSON  
DISTRICT 4

  
SHELBY L. LOWE  
COUNCILPERSON  
DISTRICT 5

MOTIONED BY: B. BROOKS

SECONDED BY: D. PARDO

B. BROOKS AYE

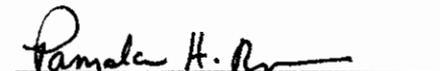
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/29/11

RESOLUTION NO. 34-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING A PROPOSAL FROM JACOBS ENGINEERING GROUP INC. FOR PROVIDING POST DESIGN SERVICES RELATED TO THE STATE ROAD A1A IMPROVEMENT PROJECT IN THE AMOUNT OF \$11,000.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach has entered into agreements with the Florida Department of Transportation to resurface the pavement, install sidewalks, landscaping and decorative lighting on State Road A1A; and

**WHEREAS**, the City under the said agreements is responsible for preparing project construction plans and specifications, and management of the project at its cost;

**WHEREAS**, Jacobs Engineering Group Inc. has been the design engineer for this project and is willing to provide post design services such as responses to contractor's request for design modification to accommodate field conditions; review and make recommendation as to change orders; and provide solution or remedy to a field condition not covered by the plans.

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

**SECTION 1.** The firm of Jacobs Engineering Group, Inc. is authorized to provide post design services for State Road A1A project.

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

**SECTION 3.** The Finance Director is authorized to make payment up to \$11,000.00 from account number 109-0716-541-3-6351.

**SECTION 4.** This resolution shall take effect immediately upon its passage.

PASSED and APPROVED this 6 day of April, 2011.

RESOLUTION NO. 34-11

PAGE 2

APPROVED:



THOMAS A. MASTERS  
MAYOR

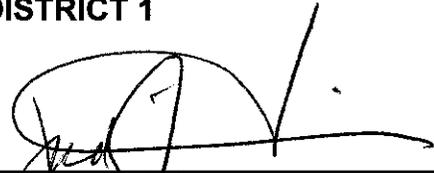


BILLIE E. BROOKS  
COUNCILPERSON  
DISTRICT 1

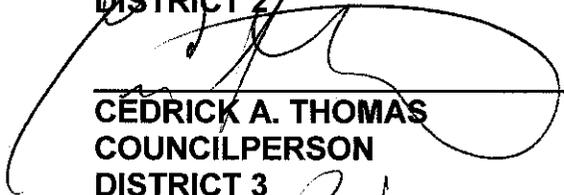
ATTEST:



CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK



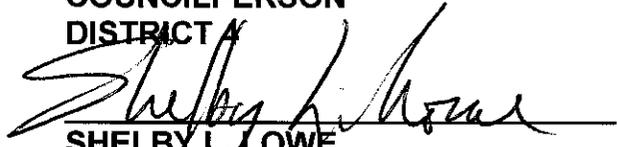
JUDY L. DAVIS  
COUNCILPERSON  
DISTRICT 2



CÉDRICK A. THOMAS  
COUNCILPERSON  
DISTRICT 3



DAWN S. PARDO  
COUNCILPERSON  
DISTRICT 4



SHELBY L. LOWE  
COUNCILPERSON  
DISTRICT 5

MOTIONED BY: B. BROOKS

SECONDED BY: D. PARDO

B. BROOKS AYE

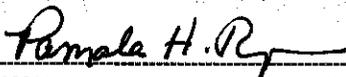
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/29/11

RESOLUTION NO. 35-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING A PROPOSAL FROM TECHNO ENGINEERING GROUP, INC. FOR PROVIDING POST DESIGN ELECTRICAL ENGINEERING SERVICES RELATED TO THE STATE ROAD A1A IMPROVEMENT PROJECT IN THE AMOUNT OF UP TO \$12,500.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach has entered into agreements with the Florida Department of Transportation to resurface the pavement, install sidewalks, landscaping and decorative lighting on State Road A1A; and

**WHEREAS**, the City under the said agreements is responsible for preparing project construction plans and specifications, and management of the project at its cost;

**WHEREAS**, Techno Engineering, Inc. is the original design engineer and is willing to provide post design services such as responses to the contractor's request for design modifications to accommodate field conditions; review and make recommendation as to change orders; provide solution or remedy to a field condition not covered by the plans; and coordinating with the utility providers.

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

**SECTION 1.** The firm of Techno Engineering, Inc. is authorized to provide post design services for State Road A1A project.

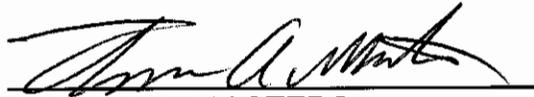
**SECTION 2.** The Mayor and City Clerk are authorized to execute the contract.

**SECTION 3.** The Finance Director is authorized to make payment up to \$12,500.00 from account number 109-0716-541-3-6351.

**SECTION 4.** This resolution shall take effect immediately upon its passage.

PASSED and APPROVED this 6TH day of APRIL, 2011.

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

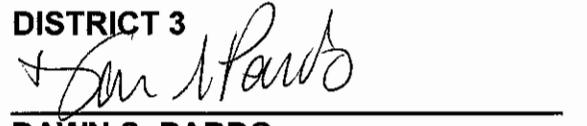
  
BILLIE E. BROOKS  
COUNCILPERSON  
DISTRICT 1

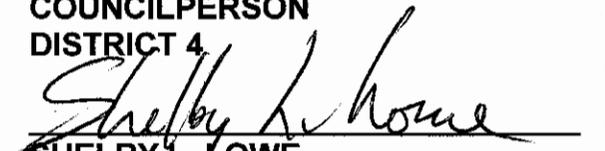
ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
COUNCILPERSON  
DISTRICT 2

  
CEDRICK A. THOMAS  
COUNCILPERSON  
DISTRICT 3

  
DAWN S. PARDO  
COUNCILPERSON  
DISTRICT 4

  
SHELBY L. LOWE  
COUNCILPERSON  
DISTRICT 5

MOTIONED BY: B. BROOKS

SECONDED BY: D. PARDO

B. BROOKS AYE

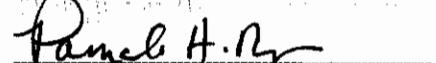
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/29/11

**CITY OF RIVIERA BEACH  
CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of this 20th day of \_\_\_\_\_ April \_\_\_\_\_, 2011, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Techno Engineering, Inc. [ ] an individual, [ ] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 65-054541.

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

**ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of post design electrical engineering, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made part hereof.

The CITY'S representative/liasion during the performance of this Contract shall be L. John Samadi, P.E. of Samadi Engineering, Inc., telephone number 561-845-4061.

**ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services upon receipt of written notice by the CITY and complete all services by end of A1A construction project in February 2012.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

**ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. Generally - The CITY agrees to compensate the CONSULTANT in accordance with the fee proposal set forth in Exhibit "B" attached hereto and incorporated by reference herein. The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. Reimbursable expenses, as identified in said fee proposal, incurred during the course of the performance of this Contract, including, but not limited to, out-of-pocket expenses for express mail, computerized research, word processing charges, long distance telephone, postage and photocopying shall be itemized and invoiced separately. The CITY shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the CONSULTANT providing deliverables to

the CITY in pursuance of the scope of work contained in Exhibit "A, without specific, prior approval of the City.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of 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, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'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 of Riviera Beach. Since this account will thereupon be closed, any and other further charges, if not properly included in this final invoice, are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

#### **ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT 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 CONSULTANT'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 consultants. The CITY shall exercise its right under this Article 4 within three (3) years following final payment.

## **ARTICLE 5 - TERMINATION**

This Contract may be cancelled by the CONSULTANT 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 CONSULTANT; provided the CITY fails to cure same within that thirty (30) 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 Contract, 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.

## **ARTICLE 6 - PERSONNEL**

The CONSULTANT 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 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.

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

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel in accordance with the applicable standard of care in the field for which CONSULTANT is consulting with the CITY.

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.

All of the CONSULTANT'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 the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

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

If subcontractor(s) are used, the CONSULTANT shall use only licensed and insured subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment 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 CONSULTANT shall be responsible for the performance of all subcontractors.

#### **ARTICLE 8 - M/WBE PARTICIPATION**

Minority/Women-Owned Business Enterprises ("M/WBE") shall have the opportunity to participate in this project. Proposers are hereby informed that the CITY has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the CITY'S policy, the CONSULTANT further agrees to hire minority sub-contractors to work on this project.

In accordance with the CITY'S M/WBE Ordinance #2412, as amended, the CONSULTANT agrees to the M/WBE participation for this Contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the CITY to inspect such records.

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

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

The CONSULTANT 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 CONSULTANT 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 CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with the 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 CONSULTANT of its liability and obligations under this Contract.
- B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000.00 per occurrence to protect the CONSULTANT 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 CONSULTANT or by anyone directly or indirectly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT 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 CONSULTANT 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 CONSULTANT or by anyone, directly or indirectly, employed by the CONSULTANT.

- E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

#### **ARTICLE 12 - INDEMNIFICATION**

To the extent allowed by section 725.08, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct of the CONSULTANT, its agents, officers, or employees in the performance of services under this Contract.

The CONSULTANT 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 CONSULTANT not included in the paragraph above and for which the CITY, its agents, officers or employees are alleged to be liable.

The CONSULTANT 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 CONSULTANT 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. Except as above, neither the CITY nor the CONSULTANT 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 CONSULTANT.

#### **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 legal action necessary to enforce the Contract will be held in Palm Beach County.

#### **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 CONSULTANT 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 CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance.

The CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or

circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT 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 CONSULTANT under the terms of this Contract.

Further, please be advised, in accordance with section 112.313, Florida Statutes, and pertinent Opinions of the Florida Commission on Ethics, that if you are a member of a city board, including an advisory board, you may be ineligible to enter into a contract/agreement with the City. If you are a member of a city board, including an advisory board, prior to executing this contract, please contact the Florida Commission on Ethics at (850) 488-7864 to secure an informal advisory opinion regarding your eligibility to enter into this contract/agreement.

#### **ARTICLE 17 – DELAYS AND EXTENSION 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 Contract Schedule and/or any other affected provision of this Contract 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 in an unusual delay in transportation, unavoidable casualties, 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. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

#### **ARTICLE 18 - INDEBTEDNESS**

The CONSULTANT 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 CONSULTANT 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 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 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 CONSULTANT 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 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.

#### **ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT 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 CONSULTANT'S 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 Contract.

## **ARTICLE 21 - 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 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 CONSULTANT, 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 CONSULTANT 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 section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

## **ARTICLE 23 - NONDISCRIMINATION**

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.

## **ARTICLE 24 - ENFORCEMENT COSTS**

If any legal action or other proceeding, including but not limited to arbitration and/or mediation, is brought for any dispute, disagreement, or issue of construction, declaration 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, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

## **ARTICLE 25 - AUTHORITY TO PRACTICE**

The CONSULTANT 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. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

The CONSULTANT 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 F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants 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 thirty-six (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 CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT 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 CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by the 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 CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH or its designated representative.

**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:

Director of Community Development  
City of Riviera Beach  
600 West Blue Heron Boulevard  
Riviera Beach, FL 33404

and if sent to the CONSULTANT shall be mailed to:

Techno Engineering, Inc.  
840 US Hwy One, Suite 320  
North Palm Beach, FL 33408

**ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The CITY and the CONSULTANT agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. 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 – PROTECTION OF WORK AND PROPERTY**

The CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect the CITY’S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall provide any necessary materials to maintain such protection.

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

**ARTICLE 32 – TIME**

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

### **ARTICLE 33 - 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 34 - WAIVER**

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

### **ARTICLE 35 - PREPARATION**

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

### **ARTICLE 36 - MATERIALITY**

All provisions of the Contract shall be deemed material, in the event CONSULTANT 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 37 - REPRESENTATIONS/BINDING AUTHORITY**

CONSULTANT 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, Techno Engineering, Inc. 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 38 - 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 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract includes proposal marked as Exhibit "B". The CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that there exists a conflict between this Contract and (no other), 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 40 - LEGAL EFFECT**

This Contract shall not become binding and effective until approved by the CITY COUNCIL OF THE CITY OF RIVIERA BEACH or its designated representative.

**ARTICLE 41 - 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 42 - 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 43 - DEFAULT**

Notwithstanding anything contained in this Contract to the contrary, the parties agree that 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 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 CONSULTANT;

b. The filing of any judgment lien against the assets of the CONSULTANT 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 CONSULTANT; or

c. The filing of a petition by or against the CONSULTANT for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONSULTANT or the CONSULTANT'S property; or an assignment by the CONSULTANT for the benefit of creditors; or the taking possession of the property of the CONSULTANT by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONSULTANT; or if a temporary or permanent receiver or trustee shall be appointed for the CONSULTANT or for the CONSULTANT'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

#### **ARTICLE 44 - WAIVER OF SUBROGATION**

The CONSULTANT 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 CONSULTANT 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 CONSULTANT enter into such an agreement on a pre-loss basis.

#### **ARTICLE 45 - 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.

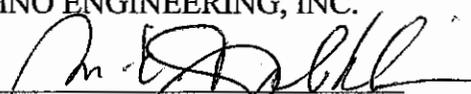
**CONTRACT WITH THE CITY OF RIVIERA BEACH**

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

CITY OF RIVIERA BEACH

BY:   
THOMAS A. MASTERS  
MAYOR

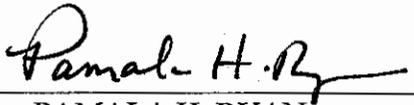
CONSULTANT:  
TECHNO ENGINEERING, INC.

BY:   
NAZI DJAHANSHAHII 4/4/11  
PRESIDENT

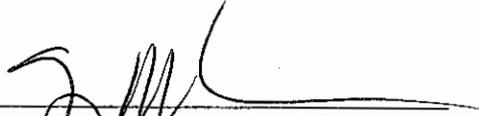
ATTEST:

BY:   
CARRIE E. WARD, MMC,  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
PAMALA H. RYAN,  
CITY ATTORNEY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
DEPARTMENT DIRECTOR  
MARY MCKINNEY

DATE: 4/6/11

EXHIBIT "A"



840 US Hwy one, #320, NPB, FL. 33408 (T) 561-627-8112  
Email: Techno\_inc@bellsouth.net

March 15, 2011

## PROPOSAL

**To: Ms. Mary McKinney**  
**Director of Community Development**  
**City of Riviera Beach**  
**600 West Blue Heron Boulevard**  
**Riviera Beach, FL 33404**

**Ref: A1A Post Design Services**

**Description:** Continue to provide electrical post design services for A1A project. The consulting fee is \$130.00/hr for an estimated 100 hours to not exceed \$12500.00

**Total: \$12,500.00**

Sincerely,

*M. K. Djahanshahi*  
Nazie Djahanshahi, P.E.

RESOLUTION NO. 36-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, EXPRESSING SUPPORT FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION'S SOUTH FLORIDA EAST COAST CORRIDOR PROJECT (FROM JUPITER TO MIAMI) AND ITS AFFILIATED REGIONAL AND COUNTY TRANSPORTATION AGENCIES; ACKNOWLEDGING POTENTIAL STATION LOCATIONS; AND ACKNOWLEDGING THE CITY OF RIVIERA BEACH'S COMMITMENT TO THE PROJECT TO ENHANCE MOBILITY IN THE SOUTHEAST FLORIDA REGION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Florida East Coast (FEC) Railway corridor was historically operated as a passenger rail line along Florida's east coast, traversing the Southeast Florida Region; and

**WHEREAS**, cities along Florida's east coast historically developed around train stations along the FEC railroad; and

**WHEREAS**, improved mobility is highly desired in the Southeast Florida Region and throughout the State of Florida; and

**WHEREAS**, rail transit is a key component of improved mobility, especially between cities and throughout the Southeast Florida Region; and

**WHEREAS**, the reintroduction of passenger service along Florida's east coast would provide jobs and economic stimulus for Florida's residents and businesses; and

**WHEREAS**, the reduction of vehicle miles traveled and changes to the distribution of trips by transportation mode would reduce fuel consumption and the amounts of pollutants emitted in the Southeast Florida Region; and

**WHEREAS**, an integrated system of transit services is needed for existing and future travel markets including long-distance travel served by the South Florida Rail Corridor, including Tri-Rail Commuter Rail System, moderate-distance travel served by transit in the eastern FEC Railway Corridor, and local travel in urban centers by local circulator services; and

**WHEREAS**, the FEC Railway Corridor right-of-way represents a unique and strategic transportation corridor that provides vital freight and transportation rail services to and from South Florida; and

**WHEREAS**, the 2006 Florida Rail Plan identifies passenger transit along the FEC Railway corridor as a potential "Coastal Route" for new passenger rail service in the State of Florida; and

**WHEREAS**, the 2008 South Florida Regional Transportation Authority's (SFRTA) Strategic Regional Transit Plan, outlined transit corridor expansion alternatives including the FEC Railway Corridor.

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

**SECTION 1.** Working with the Florida Department of Transportation (FDOT), local governments, and other appropriate public agencies, a locally-preferred alternative will be recommended by the Treasure Coast Regional Planning Council (TCRPC) to the Boards of the Southeast Florida Metropolitan Planning Organizations (MPO), the South East Florida Transportation Council (SEFTC), and the Governing Board of the SFRTA for endorsement and adoption.

**SECTION 2.** The FDOT, on behalf of all state stakeholders is encouraged to actively pursue obtaining shared access to the current FEC Railway Corridor with the purposes of reintroducing passenger transit services within the FEC Railway Corridor.

**SECTION 3.** The Clerk of the City of Riviera Beach is hereby authorized to forward a copy of this resolution to the TCRPC.

PASSED and APPROVED this 6 day of April, 2011.

RESOLUTION NO. 36-11

PAGE 3

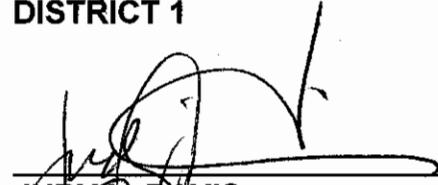
APPROVED:

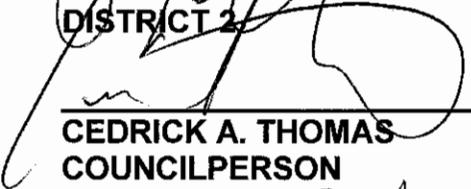
  
THOMAS A. MASTERS  
MAYOR

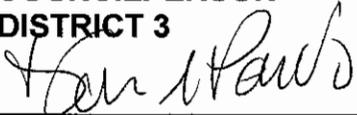
  
BILLIE E. BROOKS  
COUNCILPERSON  
DISTRICT 1

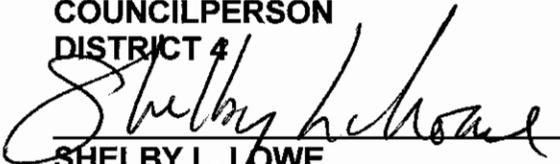
ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
COUNCILPERSON  
DISTRICT 2

  
CEDRICK A. THOMAS  
COUNCILPERSON  
DISTRICT 3

  
DAWN S. PARDO  
COUNCILPERSON  
DISTRICT 4

  
SHELBY L. LOWE  
COUNCILPERSON  
DISTRICT 5

MOTIONED BY: B. BROOKS

SECONDED BY: D. PARDO

B. BROOKS AYE

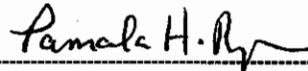
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/29/11

RESOLUTION NO. 37-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PIGGYBACK AGREEMENT FOR THE FIREFIGHTER MEDICAL PHYSICALS WITH CONCENTRA OF WEST PALM BEACH, FLORIDA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PIGGYBACK AGREEMENT WITH CONCENTRA FOR SAME; AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 001-0920-522-0-3102 IN AN AMOUNT NOT TO EXCEED \$72,000.00; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** The Fire Department desires to provide medical physicals to firefighter-employees; and

**WHEREAS,** The City of West Palm Beach Fire Department has an existing agreement with Concentra of West Palm Beach to provide employee firefighter physicals; and

**WHEREAS,** West Palm Beach and Concentra have agreed to allow Fire Rescue to "piggy-back" on their existing agreement for employee firefighter physicals.

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

**Section 1:** An Agreement for Fire Fighter employee medical physicals is to be executed with Concentra of West Palm Beach, Florida in the amount not to exceed \$72,000.00.

**Section 2:** The Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of the City.

**Section 3:** The Mayor and Interim Finance Director are authorized to make payment for the firefighter medical physical services from Account Number 001-0920-522-0-3102 in an amount not to exceed \$72,000.

**Section 4:** This resolution shall take effect immediately upon its passage and adoption by the City Council.

**PASSED AND APPROVED THIS 6TH DAY OF APRIL, 2011.**

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

RESOLUTION NO. 37-11  
PAGE 3

APPROVED:

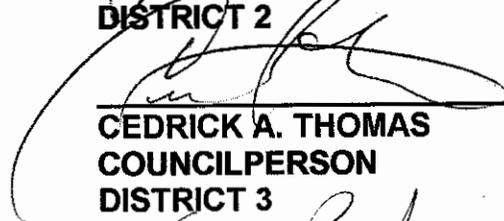
  
THOMAS A. MASTERS  
MAYOR

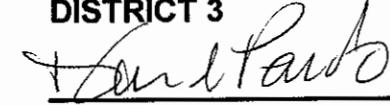
  
BILLIE E. BROOKS  
COUNCILPERSON  
DISTRICT 1

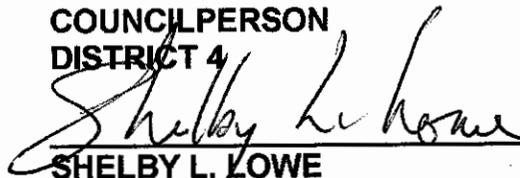
ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
COUNCILPERSON  
DISTRICT 2

  
CEDRICK A. THOMAS  
COUNCILPERSON  
DISTRICT 3

  
DAWN S. PARDO  
COUNCILPERSON  
DISTRICT 4

  
SHELBY L. LOWE  
COUNCILPERSON  
DISTRICT 5

MOTIONED BY: S. LOWE

SECONDED BY: B. BROOKS

B. BROOKS AYE

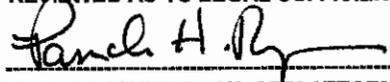
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/28/11

RESOLUTION NO. 38-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AMENDMENT 001 TO THE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY, EXTENDING THE DEADLINE FOR THE COMPLETION OF THE CITY'S NEIGHBORHOOD STABILIZATION PROGRAM FROM MARCH 31, 2011, TO OCTOBER 31, 2011; AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**WHEREAS**, the City of Riviera Beach was awarded NSP funds in the amount of \$577,400 dollars in order to acquire foreclosed properties within the City, then rehabilitate and sell these properties to qualified buyers, and

**WHEREAS**, the current agreement between the City of Riviera Beach and Palm Beach County expires on March 31, 2011, and

**WHEREAS**, in order for the City to continue with and complete the implementation of the NSP, an amendment to the current agreement is proposed, known as Amendment 001, extending the existing deadline to October 31, 2011.

**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 approve Amendment 001, extending the deadline for the completion of its NSP from March 31, 2011, to October 31, 2011.

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

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

**PASSED and APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2011.

RESOLUTION NO. 38-11  
PAGE 2

APPROVED:

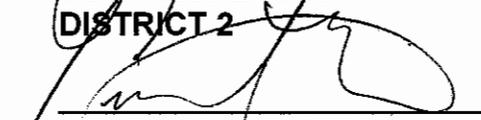
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

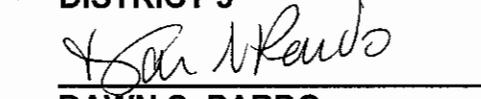
  
\_\_\_\_\_  
BILLIE E. BROOKS  
COUNCILPERSON  
DISTRICT 1

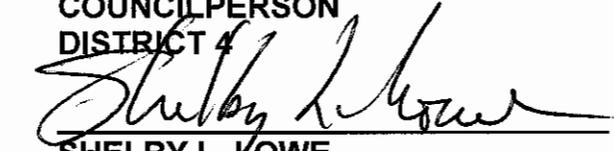
ATTEST:

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

  
\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON  
DISTRICT 2

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON  
DISTRICT 3

  
\_\_\_\_\_  
DAWN S. PARDO  
COUNCILPERSON  
DISTRICT 4

  
\_\_\_\_\_  
SHELBY L. LOWE  
COUNCILPERSON  
DISTRICT 5

MOTIONED BY: B. BROOKS

SECONDED BY: S. LOWE

B. BROOKS AYE

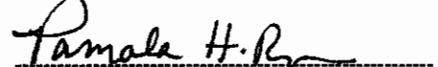
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 3/29/11

RESOLUTION NO. 39-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING STAFF'S RECOMMENDATION RANKING BB&T AS THE #1 RANKED PROPOSER TO PROVIDE THE CITY'S BANKING SERVICES AND AUTHORIZING STAFF TO NEGOTIATE A CONTRACT FOR THREE (3) YEARS WITH AN OPTION TO RENEW FOR AN ADDITIONAL THREE (3) YEAR TERM AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the City's procurement policy, the City solicited Request for Proposals (RFP #264-10) for the provision of full banking services for the City of Riviera Beach; and

**WHEREAS**, four responses to the RFP were received and opened on August 5, 2010; and

**WHEREAS**, based upon criteria outlined in the RFP,, an evaluation committee comprised of the Interim Finance Director, Interim Assistant Finance Director, CRA Executive Director, Purchasing Director, and Accounting Specialist evaluated the written proposals based upon interest earning rate, fee structure, compensating balance requirement, prior government client service experience, additional incentives, and location; and

**WHEREAS**, all four respondents made oral presentations to the evaluation committee to address specific areas for the provision of banking services for the City; and

**WHEREAS**, BB&T Bank was ranked the highest by the evaluation committee because it's proposal offered the best combination of interest earning rates, compensating balance requirements, prior government client service experience, and additional incentives offered to the City.

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

**SECTION 1.** The City Council accepts staff recommendation to rank BB&T Bank as the #1 proposer to provide banking services to the City of Riviera Beach.

**PAGE 2:**

**SECTION 2.** That staff is authorized to negotiate with BB&T a (3) three year banking services contract with an option to renew for an additional three (3) year term.

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

**PASSED AND APPROVED THIS 6TH DAY OF APRIL,  
2011.**

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

RESOLUTION NO. 39-11  
PAGE Enter Page Number

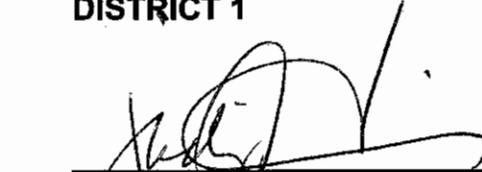
APPROVED:

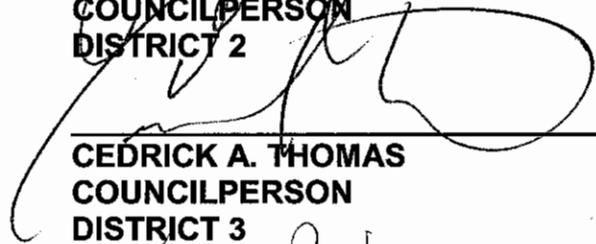
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

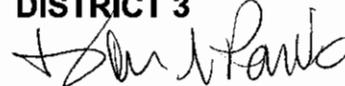
  
\_\_\_\_\_  
BILLIE E. BROOKS  
COUNCILPERSON  
DISTRICT 1

ATTEST:

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

  
\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON  
DISTRICT 2

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON  
DISTRICT 3

  
\_\_\_\_\_  
DAWN S. PARDO  
COUNCILPERSON  
DISTRICT 4

  
\_\_\_\_\_  
SHELBY L. LOWE  
COUNCILPERSON  
DISTRICT 5

MOTIONED BY: S. LOWE

SECONDED BY: B. BROOKS

B. BROOKS AYE

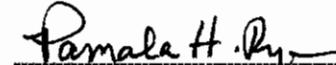
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 3/29/11

RESOLUTION NO. 40-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CITY CLERK'S BUDGET BY ADDING ONE PART TIME OFFICE ASSISTANT (TELEPHONE OPERATOR) POSITION AND TRANSFERRING \$8,942 FOR SAME; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Office Assistant (Telephone Operator) position in the City Clerk's Department was funded for only six (6) months in the current Fiscal Year; and

**WHEREAS**, an automated attendant will be added to the telephone system within the next six (6) months to facilitate the routing of incoming calls; and

**WHEREAS**, a survey of local municipalities suggests it would be desirable to maintain a part time operator for public convenience, operational efficiency and to preserve a level of service commensurate with the expectations of City residents and businesses, and consistent with the image of a reliable service organization; and

**WHEREAS**, staff recommends that a part time Office Assistant position will be added to the City Clerk's departmental budget.

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

**SECTION 1.** That the City Council approves adding a part time Office Assistant position to the City Clerk's departmental budget.

**SECTION 2.** That the City Council authorizes the Interim Finance Director to transfer \$8,942 (based on 30 hrs per week) from the General Administration Contract Services account to the City Clerk's Departmental Salary account for the part-time Office Assistant position.

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

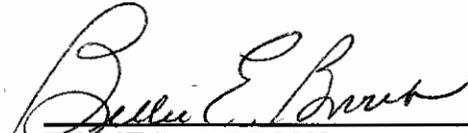
**PASSED AND APPROVED THIS 6TH DAY OF APRIL, 2011.**

RESOLUTION NO. 40-11

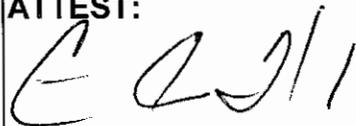
PAGE 2

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

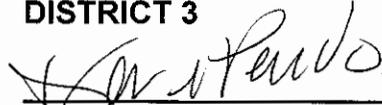
  
BILLIE E. BROOKS  
COUNCILPERSON  
DISTRICT 1

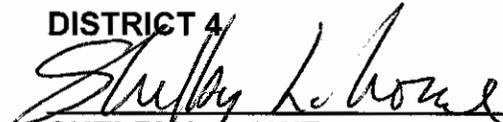
ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
COUNCILPERSON  
DISTRICT 2

  
CEDRICK A. THOMAS  
COUNCILPERSON  
DISTRICT 3

  
DAWN S. PARDO  
COUNCILPERSON  
DISTRICT 4

  
SHELBY L. LOWE  
COUNCILPERSON  
DISTRICT 5

MOTIONED BY: C. THOMAS

SECONDED BY: B. BROOKS

B. BROOKS AYE

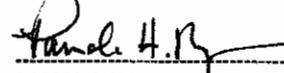
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/30/11

RESOLUTION NO. 41-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SUPPORTING THE "KEEP AMERICA BEAUTIFUL" CAMPAIGN BY SPONSORING A CLEAN-UP IN MONROE HEIGHTS ON APRIL 16, 2011, TO PROMOTE LITTER REDUCTION, SUPPORT RECYCLING, PRESERVE AND PROTECT OUR ENVIRONMENT AND HELP MAKE OUR NEIGHBORHOODS MORE LIVABLE, AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, protecting the integrity of the City's neighborhoods is vital to the stability and future growth of the City of Riviera Beach; and

**WHEREAS**, the appearance and cleanliness of neighborhoods is a function of the integrity of those neighborhoods; and

**WHEREAS**, Councilwoman Brooks began working with Neighbors United, which had been organizing annual cleanups for many years, on a long-term plan to cleanup City neighborhoods beginning in Monroe Heights; and

**WHEREAS**, they are being joined by dozens of residents and volunteers and supported by Waste Management, the Solid Waste Authority, several corporate partners and the nonprofit "Keep Palm Beach County Beautiful, Inc.," a certified affiliate of the national "Keep America Beautiful" campaign, in a national day of cleanup across the county and the country; and

**WHEREAS**, Councilwoman Brooks, Neighbors United and other volunteers will continue their cleanup plan throughout the year with cleanups to be held in other City neighborhoods.

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

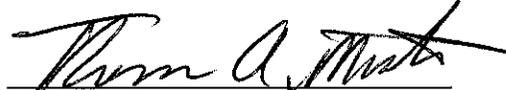
**Section 1:** The above recitals are true and are hereby incorporated into this Resolution.

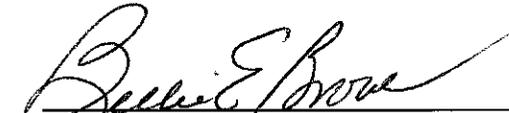
**Section 2:** The City Council hereby endorses the "Keep America Beautiful" campaign and authorizes the "Great American Cleanup of Monroe Heights" as planned from 8 a.m. to 12 p.m. on April 16, 2011.

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

RESOLUTION NO. 41-11  
PAGE 2

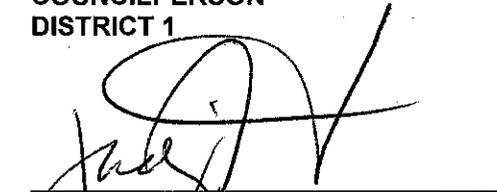
APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
BILLIE E. BROOKS  
COUNCILPERSON  
DISTRICT 1

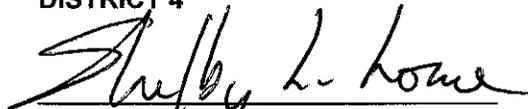
ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
COUNCILPERSON  
DISTRICT 2

  
CEDRICK A. THOMAS  
COUNCILPERSON  
DISTRICT 3

  
DAWN S. PARDO  
COUNCILPERSON  
DISTRICT 4

  
SHELBY L. LOWE  
COUNCILPERSON  
DISTRICT 5

MOTIONED BY: B. BROOKS

SECONDED BY: C. THOMAS

B. BROOKS AYE

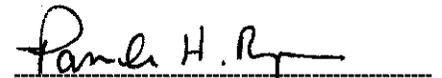
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/30/11

RESOLUTION NO. 42-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR \$1.5 MILLION DOLLARS FOR MUNICIPAL MARINA REMEDIATION FOR CONSTRUCTION PHASE TWO, UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM; AND UPON NOTIFICATION OF AWARD, ACCEPT THE GRANT AND AUTHORIZE THE INTERIM FINANCE DIRECTOR TO ESTABLISH THE BUDGET; AND PROVIDING AN EFFECTIVE DATE.

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

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

**Project Title:** Municipal Marina Remediation Construction Phase 2

**Total Estimated Cost:** \$3,000,000

**Brief Description of Project:** The project includes construction of new floating docks and utilities, fuel lines and facilities, Inclusive of the improvements will be construction of the sea wall and storm water management facilities at the southern end of the marina. A substantial number of the wet slips will be available for transient use.

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

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

**SECTION 1.** The City Council authorizes the submittal of a grant application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project.

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

1. That it will accept the terms and conditions set forth in FIND rule 66B-2 F.A.C.

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

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

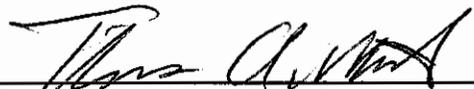
**SECTION 3.** That City Council approves JH Sprague Consulting, LLC, to prepare the FIND grant application and represent the City of Riviera Beach at required meetings under the existing contract at no additional cost to the city.

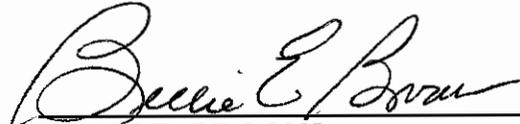
**SECTION 4.** This resolution shall take effect immediately upon its approval.

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

PASSED and APPROVED this 6TH day of APRIL, 2011.

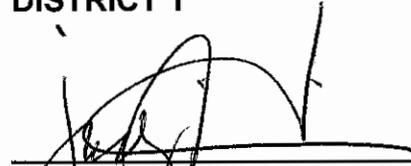
APPROVED:

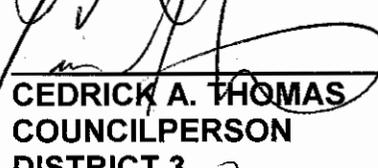
  
THOMAS A. MASTERS  
MAYOR

  
BILLIE E. BROOKS  
COUNCILPERSON  
DISTRICT 1

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
COUNCILPERSON  
DISTRICT 2

  
CEDRICK A. THOMAS  
COUNCILPERSON  
DISTRICT 3

  
DAWN S. PARDO  
COUNCILPERSON  
DISTRICT 4

  
SHELBY L. LOWE  
COUNCILPERSON  
DISTRICT 5

MOTIONED BY: B. BROOKS

SECONDED BY: D. PARDO

B. BROOKS AYE

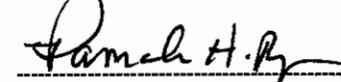
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/5/11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SUPPORTING RECONSIDERATION OF FUNDING BY THE PALM COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE PERMITTING OF A BREAKWATER SYSTEM TO PROTECT THE PROPERTY AND THE TURTLE NESTING AREA AT THE NORTHERN END OF SINGER ISLAND, RIVIERA BEACH; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach, Palm Beach County, and the State of Florida have all committed to funding the permitting and construction of a breakwater system to protect waterfront residential property of over 2,000 citizens and the beach nesting area for turtles; and

**WHEREAS**, the commitment to fund the permitting and construction of the breakwater system is based on fifteen years of research by the Palm Beach County Department of Environmental Resource Management; and

**WHEREAS**, the permitting and construction of the breakwater system will provide a model to protect the sea turtle nesting areas and the beaches in the cities throughout the County; and

**WHEREAS**, without the permitting and construction of a breakwater system, property owners will be forced to build sea walls which will eventually destroy the beaches by accelerated erosion and the nesting areas for turtles; and

**WHEREAS**, the loss of the beaches will significantly decrease the beachfront property values of the property and negatively impact the budgets of the City of Riviera Beach and Palm Beach County.

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

**SECTION 1.** That the City of Riviera Beach encourages and supports the reconsideration of Palm Beach County's decision to halt permitting and construction of a breakwater system; and strongly recommends that the County continue funding to protect residential property and the sea turtle nesting area on Singer Island, Riviera Beach, Florida.

**SECTION 2.** That this resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 6 day of April, 2011.

APPROVED:

*Thomas A. Masters*  
THOMAS A. MASTERS  
MAYOR

*Billie E. Brooks*  
BILLIE E. BROOKS  
COUNCILPERSON  
DISTRICT 1

ATTEST:

*Carrie E. Ward*  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

*Judy L. Davis*  
JUDY L. DAVIS  
COUNCILPERSON  
DISTRICT 2

*Cedrick A. Thomas*  
CEDRICK A. THOMAS  
COUNCILPERSON  
DISTRICT 3

*Dawn S. Pardo*  
DAWN S. PARDO  
COUNCILPERSON  
DISTRICT 4

*Shelby L. Lowe*  
SHELBY L. LOWE  
COUNCILPERSON  
DISTRICT 5

MOTIONED BY: *Pardo*

SECONDED BY: *Thomas*

B. BROOKS *Aye*

J. DAVIS *Aye*

C. THOMAS *Aye*

D. PARDO *Aye*

S. LOWE *Aye*

REVIEWED AS TO LEGAL SUFFICIENCY

*Pamela H. Ryan*  
PAMALA H. RYAN, CITY ATTORNEY

DATE: 4/6/11