

RESOLUTION NO. 54-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE A CONTRACT WITH THE GOVERNMENT SERVICES GROUP FOR THE ANALYSIS AND DEVELOPMENT OF A FIRE ASSESSMENT AS A MORE EQUITABLE ALTERNATIVE METHOD FOR FUNDING FIRE SUPPRESSION SERVICES BY PIGGYBACKING ON THE WEST PALM BEACH CONTRACT IN RESPONSE TO RFP 07/08-104 AT A COST NOT TO EXCEED \$40,000 FOR PHASE I; PAYMENT TO BE MADE FROM THE OPERATING ACCOUNT NO. 001-0203-519-0-3406; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach City Council has prioritized public safety as one of its highest priorities for the City; and

WHEREAS, the City administration, in its development of the budget has determined that the creation of a Fire Assessment may provide the opportunity for the City Council to avoid severe cuts in public safety; and

WHEREAS, the development of a fire assessment supports the continued delivery of quality fire suppression services, and

WHEREAS, the development of a fire assessment is a more equitable manner in which to charge for services; and

WHEREAS, authorizing the analysis at this time will provide adequate time for the Fire assessment to be considered during the budget process; and

WHEREAS, the City will piggyback off of the West Palm Beach Contract in response to RFP #07/08-104.

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

SECTION 1. That the Mayor and City Clerk are authorized to execute the Contract for Professional Services with Government Services Group (GSG) for an analysis of a Fire Assessment for consideration during the budget process.

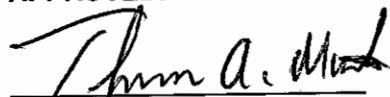
RESOLUTION 54-11
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SECTION 2. That the Interim Finance Director is authorized to make payment not to exceed \$40,000 to GSG from the operating Account No. 001-0203-519-3406.

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

PASSED AND APPROVED this 4th day of May, 2011.

APPROVED:


THOMAS A. MASTERS
MAYOR

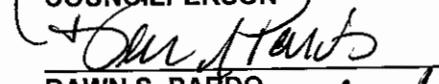

JUDY L. DAVIS
CHAIRPERSON

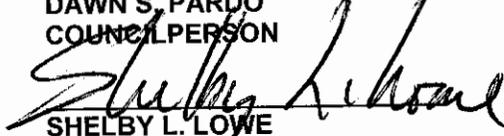
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. Pardo

SECONDED BY: C. Thomas

J. DAVIS aye

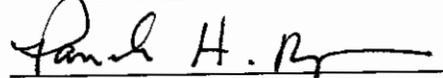
B. BROOKS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA H. RYAN, CITY ATTORNEY

DATE: _____

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

This Contract is made as of this 4th day of May, 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 Government Services Group (GSG) a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 59341905.

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 developing a legally defensible Fire Assessment 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 Paul D. White, telephone number (561) 845-4010.

The CONSULTANTS representative/liasion during the performance of this Contract shall be Camille Tharp and Sandi Melagarejo telephone number (850) 845-681-3717.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on May 5, 2011 and complete all services by September 3, 2011. Services may be extended based on mutual agreement of the parties.

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 –

INTENTIONALLY DELETED

ARTICLE 8 –

INTENTIONALLY DELETED

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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 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:

Paul D. White, Assistant City Manager
600 W. Blue Heron Blvd.
Riviera Beach, Florida 33404

and if sent to the CONSULTANT shall be mailed to:

Camille P. Tharpe
1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308

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, Camille Tharpe 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 consists of . The CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract; RFP0708-104of West Palm Beach and Attachment B. To the extent that there exists a conflict between this Contract and Attachment B, 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.

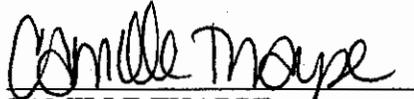
CONTRACT WITH THE CITY OF RIVIERA BEACH

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

GOVERNMENT SERVICES
GROUP

BY: 
THOMAS A. MASTERS

BY: 
CAMILLE THARPE

MAYOR

SENIOR VICE PRESIDENT

ATTEST:

BY: 
CARRIE E. WARD, MMC,
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
PAMALA H. RYAN,
CITY ATTORNEY

BY: _____
DEPARTMENT DIRECTOR
PAUL D. WHITE, ASSIST. CITY
MANAGER

DATE: _____



GOVERNMENT SERVICES GROUP, INC.

public sector
funding & service
solutions

Via Electronic Transmission

February 1, 2011

Mr. Paul D. White, Assistant City Manager
City of Riviera Beach
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

Re: City of Riviera Beach – Fire Services Assessment Program Proposal

Dear Mr. White,

This correspondence is written to present a scope of services for Government Services Group, Inc. (GSG) to provide professional services and specialized assistance to the City of Riviera Beach (City) and its staff with the development of a non-ad valorem funding alternative for the City's fire services through the development of a special assessment program.

The proposed Scope of Services contemplates a phased approach to the assessment program. Phase One of this proposal includes those tasks necessary to and associated with the development of preliminary proforma assessment rates. An Assessment Report will be prepared and presented at the end of Phase One. It is at the end of Phase One that the City will be able to make an informed decision regarding whether to revise and/or proceed with implementing the assessment program.

The remaining tasks outlined in the attached proposal comprise Phase Two of the project. Phase Two of this proposal would include the specific work effort required for the implementation of the program based on the City's policy direction as determined from the findings provided in Phase One. Phase Two is comprised of those steps necessary should the City decide to move forward with any recommended assessment program.

The objective of this project is to develop non-ad valorem special assessments based on public policy established by the City within the constraints of readily available data and legal precedent. To fulfill this objective, we will accomplish the following tasks:

- (1) Provide specialized services that assist the City in developing legally defensible methods of apportioning the assessments;
- (2) Assist the City's legal counsel with the implementation documents for imposing and collecting the special assessments using the tax bill collection method; and
- (3) Provide assessment rolls that collect the annual assessments; the rolls will be capable of being efficiently updated in subsequent years.

Mr. Paul D. White, Assistant City Manager

February 1, 2011

Page 2

The enclosed work plan is designed to provide the following deliverables during this project:

- Billing algorithms necessary to calculate the fire protection assessments pursuant to the proposed methodology;
- The final fire protection assessment rates;
- An Assessment Report which includes (a) the assessment cost calculations, (b) the description of the apportionment methodology, and (c) an implementation schedule;
- Assist the City's legal counsel with the home rule assessment ordinance and all implementing resolutions for the annual assessment program that will allow for a separate bill or for the tax bill collection method;
- An assessment roll in an electronic format capable of billing the assessments for Fiscal Year 2011-12 and capable of merging with the City's real property tax roll in conformity with the requirements of the uniform method of collection for Fiscal Year 2012-13; and,
- The statutorily required notice and billing documentation that is required for using the tax bill collection method for the annual assessment program in subsequent years.

Attached as Appendix A is the work plan under which GSG will assist the City in implementing the assessment program. The scope of services is based on the assumption that the City will be an active participant and provide the necessary budget information and other data required to develop the assessment methodologies.

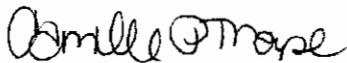
GSG will work under a lump sum professional fee arrangement as described in the attached scope of services. The appendix also provides a list of project deliverables and a delivery schedule. Upon receiving notice to proceed, we will provide a detailed critical events calendar and a schedule for project deliverables that is tailored to the City.

Please note that GSG works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined in Appendix A for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, GSG would be available, on an hourly basis, to assist the City in its defense.

Please review the attached scope of services and upon review and satisfactory determination, please sign where indicated to acknowledge acceptance of the scope of services and to serve as proper notice to proceed. Upon execution, please provide us with a signed copy for our files.

We look forward to working with City of Riviera Beach on this very important project. If you or any other City officials have any questions, please feel free to contact us.

Sincerely,



Camille P. Tharpe
Sr. Vice President

Enclosure

Appendix A

FIRE SERVICES ASSESSMENT PROPOSAL

Scope of Services

PHASE ONE:

- Task 1: Evaluate Reports and Research Issues** Evaluate the City's existing documents, ad valorem tax roll information, fire call data, agreements, reports and other data pertaining to the provision of fire services.
- Task 2: Identify Full Costs of Service** Evaluate the full cost of the fire service delivery using the City's most current financial information and identify service delivery issues which may affect the apportionment methodology. Determine the net service delivery revenue requirements.
- Task 3: Develop the Apportionment Methodology** Using the current ad valorem tax roll and fire incident data reported to the State Fire Marshal, develop the method of apportionment, classification of properties and the use of the data on the assessment roll. Review the assessment methodology for legal sufficiency and compatibility with alternative methods of collection.
- Task 4: Determine Preliminary Revenue Requirements** Advise the City in determining the total fire service assessment revenue requirements to ensure the City recovers the costs of: (a) net fire service delivery revenue requirements, (b) implementing the program, and (c) collecting the assessments.
- Task 5: Develop Preliminary Assessment Roll Database** Using the current ad valorem tax roll, create a preliminary assessment roll database. Test the sufficiency of the database by developing reports to access property information.
- Task 6: Apply Apportionment Methodology to Database** Apply the apportionment methodology to the preliminary assessment roll database to test the data validity and legal sufficiency. Revise the apportionment methodology as necessary.
- Task 7: Calculate a Preliminary Proforma Schedule of Rates** Using the developed assessment roll, calculate a proforma schedule of rates based on the developed apportionment methodology and revenue requirements for the assessment program.
- Task 8: Prepare and Present Assessment Report** Prepare and present an Assessment Report, which documents proposed apportionment methodologies and proforma assessment rates.

PHASE TWO:

- Task 9: Assist With Fire Services Assessment Ordinance** Advise and assist the City's legal counsel in the drafting of a fire services assessment ordinance to establish the procedures for implementation of a fire services assessment program.
- Task 10: Assist With Initial Assessment Resolution** Advise and assist the City's legal counsel in drafting an initial assessment resolution that conforms to the assessment ordinance and that implements the City's policy decisions and proposed methodology.

Task 11: Assist With Final Assessment Resolution Advise and assist the City's legal counsel in drafting a final assessment resolution that conforms to the assessment ordinance and adopts final assessment rates.

Task 12: Assist with Rate Adoption Process GSG will advise and assist with fulfilling the legal requirements for the adoption of the final assessment rate resolution, including:

(a) Produce Notice Roll After verification of final rates for the assessment program, GSG will create the notice roll by applying the rates to the assessment roll. GSG will then produce the data exports needed for the production of notices.

(b) Development and Distribution of First Class Notice GSG will assist the City in developing the first class notice and its distribution to affected property owners.

Task 13: Create Final Assessment Roll GSG will update the assessment roll with any corrections and updates received from the City. Final rates will be verified and extended to the updated data in order to create the final assessment roll.

Task 14: Assist with Billing Process GSG will assist the City with the separate bill collection method of billing for Fiscal Year 2011-12.

Task 15: Develop Workplan for Transition to the Tax Bill Collection Method for Fiscal Year 2012-13 GSG will develop a workplan and proposed fee for the City to transition to the tax bill collection method for Fiscal Year 2012-13.

COMPETITIVE BID STATEMENT

Miami-Dade County Fire Assessment Program

GSG's most recent achievement is the award through a competitive bid process for the development of a fire assessment program for Miami-Dade County (RFP No. 628). The County Commission voted to hire GSG at a January 22, 2009 public hearing and notice to proceed was received on February 2, 2009. Miami-Dade County has exercised its option to renew its contract with GSG for a period of two years from February 3, 2011 to February 3, 2012. Copies of the bidding and awarding materials will be provided at the City's request.

City of West Palm Beach Fire Assessment Program

The Scope of Services required to conduct a fire assessment program for the City of West Palm Beach was competitively bid and awarded to GSG (City of West Palm Beach, Florida Request for Proposals #07/08-104). GSG received notice to proceed on January 28, 2008. Copies of the bidding and awarding materials will be provided at the City's request.

FEE AND COSTS

PHASE ONE

For the professional services and specialized assistance described in Phase One of the Scope of Services, GSG will work under a "lump sum" fee arrangement of \$40,000. Except as noted below, this lump sum fee includes reimbursement for all out-of-pocket expenses.

The lump sum fee for professional services for Phase One includes a total of four on-site visits to the City by GSG staff. While the purpose of these trips is negotiable, the intent of these meetings is to obtain initial information, participate in individual briefing sessions with elected officials, and present the assessment memorandum at a City Council Workshop.

PHASE TWO

For the professional services and specialized assistance described in Phase Two of the Scope of Services, GSG will work under a "lump sum" fee arrangement of \$19,000. Except as noted below, this lump sum fee includes reimbursement for all out-of-pocket expenses.

The lump sum fee for professional services for Phase Two includes a total of three on-site visits to the City by GSG staff. While the purpose of these trips is negotiable, the intent of these meetings is to assist in the final rate adoption process.

Any additional on-site meetings by GSG may be arranged at our standard hourly rates provided below. All expenses related to these requested meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status.

The standard hourly rates for GSG are as follows:

GOVERNMENT SERVICES GROUP, INC.

Chief Executive Officer	\$225
Senior Vice President	\$175
Vice President	\$160
Senior Project Manager/Consultant/Project Coordinator	\$160
Consultant/Database Analyst/Technical Services	\$130
Administrative Support	\$ 50

The lump sum fee does not include the costs of producing and mailing the statutorily required first class notices or separate bills. Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately \$1.30 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate and if U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The City is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

The City is also responsible for any costs incurred to obtain information from the property appraiser or other public official that is necessary for the assessment program.

Please note that GSG works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for

REVISED SCHEDULE

litigation defense. Accordingly, in the event there is a legal challenge, both firms would be available, on an hourly basis, to assist the City in its defense.

PAYMENT SCHEDULE

The lump sum fee for professional services and specialized assistance will be due and payable on the following basis. Payment will be based on the following schedule, assuming that notice to proceed is received by May 2011. If notice to proceed occurs after this date, payment will be adjusted on the basis of a condensing of the anticipated number of months remaining to complete the project.

Schedule	Payment
June 2011	50% of Lump Sum Fees for Phase One (\$20,000)
June 2011	50% of Lump Sum Fees for Phase One (\$20,000)

DELIVERABLES SCHEDULE

PHASE ONE:

Deliverable	Schedule
Notice to Proceed	May 2011
Kick-off Meeting/Data Collection	May – June 2011
Proforma Budget Development	June – July 2011
Proforma Assessment Rates	July 2011
Assessment Memorandum	July 2011

ACCEPTED AND AGREED TO APPENDIX A

By: _____ Date _____
City of Riviera Beach

Appendix B

ADDITIONAL SERVICES

Additional Services

The fees outlined in Appendix A for professional services do not include any provision for legal services regarding legal oversight and review. These services could be provided by the Tallahassee-based law firm of Nabors, Giblin & Nickerson, P.A. (NG&N).

NG&N would be responsible for overseeing the legal component of this engagement and would be responsible for: 1) reviewing the legal components to ensure a valid assessment program in accordance with statutory requirements and legal precedents; 2) outlining the various alternatives required for the formulation of a legally sufficient methodological structure; and 3) providing insight as to the implementation requirements of the assessment program in a proper structure and defense. This will include the identification of any necessary ordinances or resolutions that may be required to implement such a program.

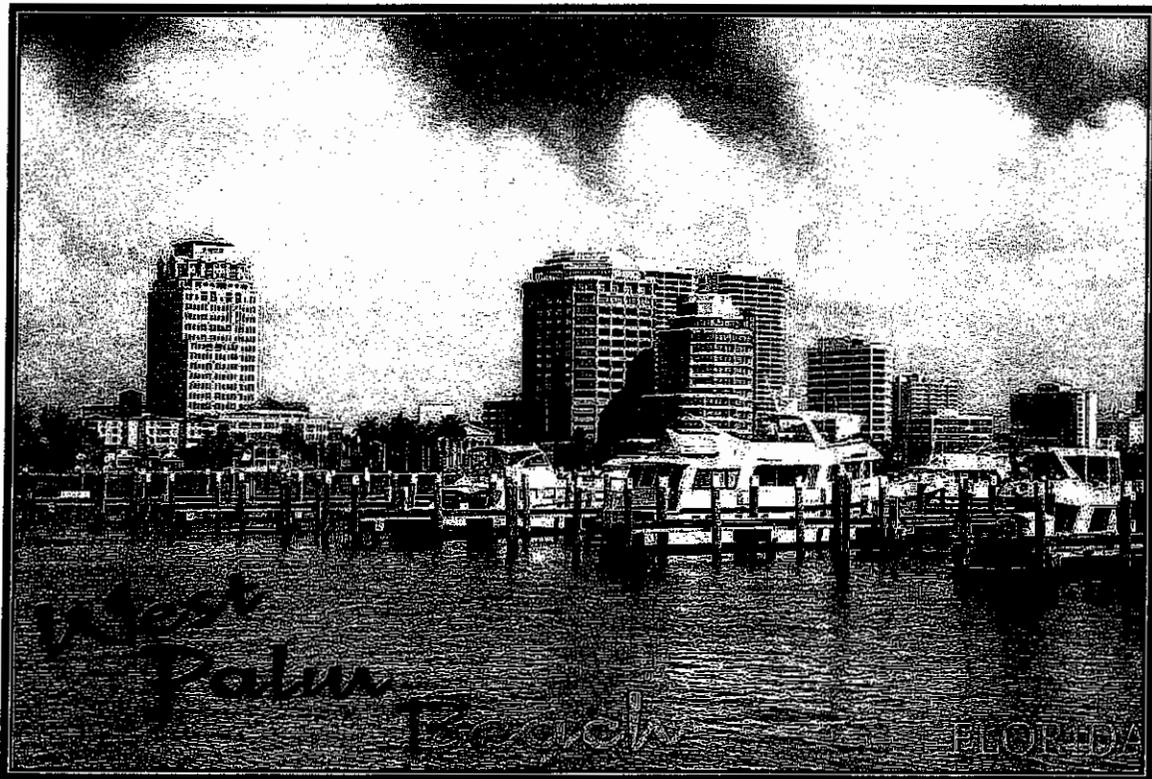
The City can contact Heather Encinosa at the law firm of Nabors, Giblin & Nickerson at (850) 224-4070 to request a fee proposal.

City of West Palm Beach



**Request for Proposals
RFP #07/08-104**

**FIRE ASSESSMENT
DEVELOPMENT SERVICES**





"The Capital City of the Palm Beaches"

PROCUREMENT DIVISION
1045 Charlotte Avenue
West Palm Beach, FL 33401
561-822-2102
Fax: 561-835-0028

REQUEST FOR PROPOSALS
RFP # 07/08-104

FIRE ASSESSMENT DEVELOPMENT SERVICES

The City of West Palm Beach ("City") is currently seeking proposals from qualified firms interested in providing Fire Department Assessments Development Services for fire protection fees for buildings in the City.

Time is of the essence and any proposal received after 3:00 p.m., Wednesday, November 21, 2007 whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Official. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is stamped by Purchasing office personnel by the deadline indicated.

Interested parties may obtain a copy of this Proposal by contacting the Purchasing Division at (561) 822-2100.

All proposals must be delivered or mailed to:

City of West Palm Beach Purchasing Division
Nora W. Laudermilk, Procurement Official
1045 Charlotte Avenue
West Palm Beach, FL 33401

ENVELOPE MUST BE IDENTIFIED AS RFP # 07/08-104.

BY: _____
Nora W. Laudermilk, CPPB
Procurement Official

PUBLISH: October 28, 2007
Palm Beach Post

**FIRE ASSESSMENT
DEVELOPMENT SERVICES**
RFP #07/08-104



1. SCOPE OF WORK

The services requested are for Fire Assessment Development Services. The contract shall be effective for the period beginning with the date of the executed contract and continuing through the completion of work.

The purpose of the project is to conduct a review and develop a legally defensible method of apportionment to all types of buildings, to include multiple apportionment options, for fire assessment fees for the City of West Palm Beach.

General Requirements:

The consultant selected will provide the following services, including but not limited to:

The project will include the development of fire assessment methodology for the City of West Palm Beach with a specific focus on equitable distribution of the assessment across parcel types/uses and legal defensibility.

Multiple options should be prepared for review. Develop with illustrations of specific impact of various recommendations/options on various individual parcel types/uses. Emphasis should be placed on how each specific recommendation will affect assessment amount paid by specific parcels. Recommendations should be dynamic and easily adjusted by parcel type/uses.

At the request of the City of West Palm Beach the consultant shall prepare implementing ordinances and resolutions and related documents.

The consultant must be available to meet with staff as needed and attend any such workshops and public hearings as may be required to fully implement recommended and approved assessment program.

The consultant will provide a detailed calendar with specific dates and deliverables following initial meeting with staff. Consultant is responsible for obtaining any necessary data for completion of project requirements and preparing deliverables.

2. PROPOSAL REQUIREMENT

This document is intended to be used as the instrument to transmit proposals and to define the terms, conditions and specifications desired by the City to receive proposals for fire assessment development services. It is the intent of the City to select one firm to fulfill the needs. Nothing in this RFP is intended to restrict the City in any way in the selection of the proposal that best meets the needs of the City. The City reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers. The City may select another firm or use in-house staff to perform any of the above described items, in whole or in part.

FIRE ASSESSMENT DEVELOPMENT SERVICES



GENERAL TERMS AND CONDITIONS

1. SUBMITTAL OF DOCUMENTS

Proposer shall submit **one (1) original and three (3) copies** of each proposal to the Purchasing Division at the time and date specified (Wednesday, November 21, 2007 at 3:00 p.m.). At the designated time and place, the City Procurement Official or designee will record the proposals for the record. The City reserves the right to waive any irregularities in the proposal. The City will not be responsible for the payment of any expenses incurred as a result of responding to the proposal.

These documents constitute the complete set of specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this package.

All proposals must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.

Time is of the essence and any proposal received after 3:00 p.m., Wednesday, November 21, 2007 whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Purchasing Agent. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, telegram or facsimile shall not be accepted.

The City may issue written addenda to all recipients to clarify, comment, correct or as otherwise required to facilitate the selection process. Should any questions require revisions to the specifications as originally published such revision will be by formal written addendum only.

For information concerning this RFP, please contact:

City of West Palm Beach Purchasing Division
1045 Charlotte Ave.
West Palm Beach, FL 33401
(561) 822-2100

2. RIGHTS AND PRIVILEGES

Rights and privileges granted by the City shall not be assigned or transferred in any manner whatsoever without written approval of the City Commission. At all times during the term of the contract the Contractor shall act as an independent contractor and at no time shall the Contractor be considered an agent or partner of the City. The Contractor shall obtain and pay for all permits, licenses, Federal, State and Local taxes chargeable to its operation.

3. LOBBYING PROHIBITED

As to any matter relating to this RFP, any proposer, team member, or anyone representing a proposer are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, or any other person working on behalf of the City on any matter related to or involved with this RFP. For purposes of clarification, a team's representatives shall include, but not be limited to, the proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the proposer and the proposer's team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the proposer. The "Non-Lobbying Provisions" are in effect from the date of publication of the RFP and shall terminate at the time the City approves execution of a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

4. DISCLOSURE AND DISCLAIMER

This Request for Proposals ("RFP") is being issued by the City of West Palm Beach (hereinafter known as "City"). Any action taken by the City in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or their advisors.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter known as "Proposer").

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the City.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor their advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The City, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the City nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

Formal presentation by the Proposer shall be made before the City which may include one or more Proposers. Contract negotiation will take place with the first choice of the City and if a suitable contractual arrangement cannot be made, negotiations will commence with the second choice or, the City may, at its sole option, withdraw this RFP.

The City reserves the right to select the proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request resubmittal of proposals. All expenses in preparing the proposal and any resubmittals shall be borne by the Proposer.

The City and the Proposer will be bound only if and when a proposal, as it may be modified, is approved and accepted by the City, and the applicable agreements pertaining thereto, are approved, executed and delivered by the Proposer and the City, and then only pursuant to the terms of agreements executed by the Proposer and the City. All or any responses to this RFP may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all proposals and supporting data shall be subject to disclosure as required by such laws. All proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by the Public Records law until the date and time selected for opening responses. Upon award recommendation or ten (10) days after opening, whichever is greater, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination of the applicability of the Public Records Law.

5. SMALL BUSINESS PROGRAM

The City, in an effort to encourage Small Business (SB) participation in the City's procurement process, has adopted Ordinance No. 3366-00 ("SB Ordinance"). This SB Ordinance is incorporated hereto by reference. However, Proposers are encouraged to read it in its entirety. Any conflicts between the SB Ordinance and these specifications shall be interpreted pursuant to the SB Ordinance. Please note that, regardless of whether a goal is established or not, the City encourages small business participation in *all* of its procurements.

The Small Business Division of the Mayor's Office is responsible for monitoring compliance with the SB Ordinance. Questions relating to the SB Ordinance requirements or procedures should be directed to: Ms. Pamela Morrison, Small Business Division, 200 Second Street, 5th Floor, West Palm Beach, FL 33401, tel. (561) 822-1275 Fax: (561) 822-1268 or pmorrison@wpb.org.

In accordance with the SB Ordinance, a goal for SB participation has been set on RFP #07/08-104 in the **minimum amount of 10%** of the total contract value.

In accordance with the SB Ordinance, the SB Division has adopted procedures requiring the use forms to insure compliance with the Small Business Program Ordinance. These forms are required to be submitted, as appropriate, with each proposal and/or during the course of the contract.

- STATEMENT OF SUBCONTRACTOR PARTICIPATION (Form SB 04)
List **your entire** City certified SBs -- indicate dollar amounts and percentages in the appropriate columns. This form is due with your proposal. **Only City Certified** SBs can be used to meet the established goal.
- Subcontractor's LIST (Form SB 05)
List the names and telephone numbers of SBs that submitted a quote to you, whether you will use them on this project or not. Also, include here, SBs listed in the *Statement of Subcontractor Participation*. Submit this form with your proposal.
- GOOD FAITH EFFORTS REPORT (Form SB 06)
Submit this form **ONLY** when you **do not meet** the goals established for this proposal, either completely or partially. See the form for instructions. This form is due with your proposal. This form is **not** included with the RFP/RFQ/RFI. You can obtain copies of this form by calling 561-659-8029.
- LETTER OF INTENT (Form SB 07)
One form per SB subcontractor must be executed and delivered to the City's SB Division **prior** to contract award and will be made a part of the contract.
- AFFIDAVIT FOR PAYMENT FORM (FORM SB 09)
This report **must** be completed and attached to **each** invoice or *Application and Certificate for Payment* submittal.

REQUEST FOR PROPOSALS PREFERENCE (over \$25,000.00)

For procurements using requests for proposals, the Procurement Official or, if applicable, an evaluation committee established to evaluate the proposals, **shall consider compliance with the small business goals as a material criterion for selection, i.e., shall be given significant weight.**

6. DISCLOSURE OF PROPOSAL CONTENTS

All material submitted becomes the property of the City. The City has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the proposal does not affect this right.

FIRE ASSESSMENT DEVELOPMENT SERVICES



SPECIAL TERMS AND CONDITIONS

1. CONTRACT AGREEMENT/COMPENSATION

The fixed fee for the services to be rendered will be negotiated with the Firm selected ("Proposer"). The successful Proposer will be required to enter into a formal agreement with the City of West Palm Beach. At all times during the term of the contract, the successful Proposer shall act as an independent contractor and at no time shall be considered an agent or partner of the City.

The City reserves the right to delete or amend any of the services as listed and described herein.

2. ADDENDA TO THE RFP

No interpretation or changes to the meaning of this Request for Proposal will be made to any Proposer orally, except by written addendum.

All questions regarding this RFP should be submitted in writing and must be received not later than ten (10) calendar days prior to the closing date for proposals, addressed to:

Nora W. Laudermilk, CPPB, Procurement Official
City of West Palm Beach Purchasing Division
1045 Charlotte Ave.
West Palm Beach, FL 33401
(561) 822-2102
Fax: (561) 835-0028

All questions will be answered via addenda in a questions and answer format.

3. PRIME PROPOSERS RESPONSIBILITIES

Each Proposer is required, before submitting their proposal, to carefully examine the proposal requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. Ignorance on the part of the Proposer will in no way relieve the Proposer of any of the obligations and responsibilities which are a part of this RFP.

The successful Proposer will be required to assume responsibility for all services offered in his proposal whether or not he provides them. Further, the City will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

4. CONTRACT

The selected Proposer will be expected to enter into a formal agreement at the time of contract award. The selected Proposer will also be expected to submit a scope of services for the purpose of entering into a formal contract. Scope of services shall be negotiated and decided prior to award of contract and become part of the contract document at award.

If a satisfactory contract cannot be negotiated with the recommended Proposer, negotiations simultaneously will then be started with the first alternate firm.

The successful Proposal shall become an integral part of the contract, but may be modified by the provisions of the contract.

5. TERMINATION

The Contract may be terminated by the City at any time, with or without cause. In the event the Contract is terminated as provided herein, the Investment Manager shall be reasonably compensated for service rendered to the effective date of such termination, as mutually agreed upon.

6. INSURANCE REQUIREMENTS

The awarded firm shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Public Liability, Property Damage and Worker's Compensation in the following types and amounts:

- A. **PUBLIC LIABILITY INSURANCE:** Firm to supply the City of West Palm Beach with certificates of insurance covering public liability in an amount not less than \$1,000,000.00 on account on one accident.
- B. **COMPENSATION INSURANCE:** The Firm shall furnish the City with certificates showing that all its employees shall be connected with the management operations are protected under worker's compensation insurance policies.
- C. **ERRORS & OMISSIONS and FIDUCIARY LIABILITY INSURANCE** coverage of at least \$5,000,000

During the term of the Contract, the successful Investment Manager shall procure and maintain all insurance listed above. Proof of insurance is required before the contract is signed. It shall be the responsibility of the Investment Manager to ensure that all subcontractors comply with all of the insurance requirements.

8. EVALUATION AND AWARD

Upon receipt and evaluation of the proposals, the City will make a selection of the apparent qualified Proposer. The selection will be based on the City's determination of the most advantageous proposal meeting all the needs of the City. The City also reserves the right to reject all proposals if it is deemed in the best interest of the City to do so.

The City will select proposals deemed most qualified based on the submittal criteria. The evaluation committee will rank those Consultants whose proposals are deemed most qualified, as determined by City staff. The Procurement Official will notify the person/firm with whom the City will contract with for this RFP.

The City may select the top three firms and require brief presentations from each firm before making the final selection. This requirement is at the discretion of the Procurement Official and selection committee.

FIRE ASSESSMENT DEVELOPMENT SERVICES



SUBMITTAL CRITERIA

Proposer shall submit **one (1) original and three (3) copies** in a clear, concise format, on 8 1/2" x 11" paper, in English. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

The proposal must include the following sections in the prescribed order:

Section A. INTRODUCTION LETTER

An introduction letter introducing the Consultant including the corporate name (if applicable), address and telephone number of principal office, number of years in business and size of staff. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. **Introduction shall be signed by an individual authorized to bind the firm.** Failure to sign this letter shall be cause for disqualification. Briefly state the Proposer's understanding of the work to be done, and make a positive commitment to perform and complete the project.

Section B. PREVIOUS EXPERIENCE

The proposal shall include past performance, including the total number of similar projects successfully completed on schedule.

Provide a minimum of three (3) references for which you provided a similar study within the past five years of the scope and nature required by this RFP similar in size to the City of West Palm Beach. These references must include, as a minimum: name of company, contact person, address, and telephone number. References shall include the general description of the project, the dates, and whether time lines were met.

Letters of Commendations or Recommendation may be included in this section.

Section C. FIRM BACKGROUND AND RESUMES

Please describe the qualifications and include resumes of the key staff that would be assigned to this project.

Section D. APPROACH TO THE PROJECT

The proposal shall include a description of the proposed service, with any exhibits or documentation deemed essential, addressing the following phases of the proposed service:

- ✿ Overall approach and methods to achieve scope.
- ✿ A timeline schedule indicating major work tasks for the project and number of months for completion:
- ✿ Describe involvement of City staff;
- ✿ Describe the firm's current work load;
- ✿ Methodology intended to implement and accomplish the study

Section E. ADDITIONAL INFORMATION

1. Briefly describe any additional feature, attributes or conditions, which the City should consider in selecting your firm.
2. Disclose current or potential conflicts.
3. Disclose litigation for the last ten years and resolution.

Section F. FEES

Please state in detail your hourly rates for all staff that would be assigned to this project. Please indicate the number of hours for the past projects and the total cost of those projects specified in Section B.

Deadline for Submission: 3:00 p.m., Wednesday, November 21, 2007.



Small Business Division
 200 2nd Street, 5th Floor
 West Palm Beach, FL 33401
 Tel. (561) 659-8029
 Fax (561) 653-2698

**Small Business Program
 Subcontractor's List**

Bidder/Proposer's Name	Telephone	RFP Num.	Project Name

The Municipal Code requires the Small Business Division to compile and maintain information on **all subcontractors that submits bids** for City projects. Please fill out this form with the required information. **List ALL subcontractors** that submitted a bid/quote/proposal to you for this project, including those identified on the Contractor's Statement of Subcontractors Participation. State NONE, if none were sought/received. **Submit this form and with your bid.**

Omission of this form is cause for rejection of your bid/proposal

Company Name	Work Element	Contact Person	Telephone Number	For SB Office Use
1)				
2)				
3)				
4)				
5)				
6)				

Preparer's Name: _____ Title: _____

Signature: _____ Date: _____



Small Business Division
 200 2nd Street, 5th Floor
 West Palm Beach, FL 33401
 Tel. (561) 659-8029 Fax (561) 653-2698

**Small Business Program
 Statement of Subcontractors Participation**

Instructions: List all the Small Businesses that will participate on this project/contract. **Only City certified Small Businesses** can be used to meet the goals established for this project/contract. **Submit this form with your bid/proposal.**

SECTION I. General Information

Bidder or Proposer's Name: _____

Preparer's Name: _____ Title: _____

Project Name: _____ Project Number: _____

RFP Number: _____ SB Goal (if established) _____

Total Base Bid:\$ _____

SECTION II. Small Business Participation

The firm(s) listed below have agreed to participate on this project or contract.

Subcontractor's Name	Item Description or Work/Service to be performed	Dollar Value	Percent of Dollar Value /Base Bid	Percent of Dollar Value /Total Bid
1.		\$	%	%
2.		\$	%	%
3.		\$	%	%
4.		\$	%	%
5.		\$	%	%
6.		\$	%	%
Totals		\$	%	%

Preparer's Signature: _____ Date: _____



Small Business Division
200 2nd Street, 5th Floor
West Palm Beach, FL 33401
Tel. (561) 659-8029
Fax (561) 653-2698

**Small Business Program
Letter of Intent**

Instructions: The bidder/Proposer will complete Section I. The Small Business subcontractor will complete Sections II and III. It is the responsibility of the bidder/Proposer to verify that the undersigned is a City Certified Small Business. Only City certified Small Businesses can be used to meet the goals established for this project/contract. This completed form will be required before contract award.

SECTION I. General Information

Bidder or Proposer's Name: _____

Project Name: _____

Sealed Bid or RFQ Number: _____ Project Number: _____

SECTION II. Small Business Participation

The undersigned intends to perform the following work pertaining to the above project:

Item No.	Item Description or Work to be Performed	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

SECTION III. Information on the Small Business

Small Business Name: _____

Name: _____ Title: _____

Signature: _____ Date: _____

END OF RFP

RESOLUTION NO. 55-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENTS NOT TO EXCEED \$90,000 FROM THE CITY'S CAPITAL PROJECTS FUNDS TO SAMADI ENGINEERING INC. FOR ENGINEERING SERVICES ON VARIOUS ROAD PROJECTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mr. Samadi is the City's Certified Local Agency Program (LAP) Coordinator for the Blue Heron Boulevard/SR AIA project; and

WHEREAS, It will be cost effective and more efficient for the City to retain the engineering services of Samadi Engineering, Inc. to continue providing engineering services for certain City projects until such services are no longer deemed necessary.

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 from the appropriate capital projects funds to Samadi Engineering Inc. not to exceed \$90,000 for engineering services on various road projects.

SECTION 2. This resolution shall become effective upon its passage.

PASSED AND APPROVED this 4th day of May, 2011

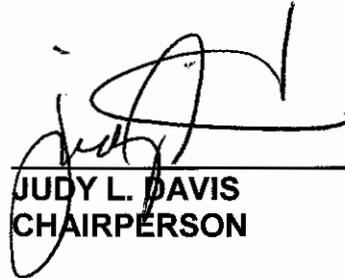
RESOLUTION NO. 55-11

PAGE 2

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

ATTEST:



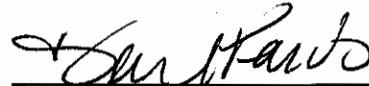
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



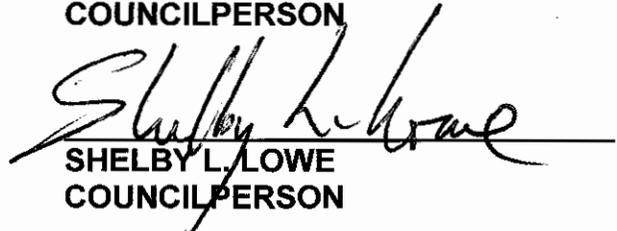
BILLIE E. BROOKS
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

B. BROOKS aye

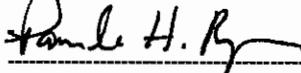
J. DAVIS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/26/11

RESOLUTION NO. 56-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 297-11 TO CUSTOM MECHANICAL, INC., OF LAKE PARK, FLORIDA TO PROVIDE GENERAL MAINTENANCE, PREVENTATIVE MAINTENANCE AND EMERGENCY REPAIR SERVICES FOR ALL CITY-OWNED HEATING, VENTILATION AND AIR CONDITIONING (HVAC) UNITS IN AN AMOUNT NOT TO EXCEED \$50,000.00 ANNUALLY; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE MAINTENANCE SERVICES AGREEMENT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM VARIOUS DEPARTMENTAL ACCOUNTS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City currently has eighteen (18) facilities that have a combined total of 45 HVAC units; and

WHEREAS, maintaining the vastly aged HVAC units requires general and preventative maintenance as well as emergency repairs; and

WHEREAS, the City does not currently have a HVAC company under contract to provide the necessary services; and

WHEREAS, the city solicited bids and received numerous responses with Custom Mechanical, Inc. (CMI) being the lowest responsive and responsible bidder.

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 accepts the bid proposal and awards a Maintenance Services Contract to the lowest responsive and responsible bidder in an not to exceed \$50,000.00 annually for regular and preventative maintenance, and emergency repairs.

SECTION 2. That the Interim Finance Director is authorized to make payment for same from various departmental accounts.

SECTION 3. That the Mayor and City Clerk are authorized to execute the agreement.

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

PASSED and APPROVED this 4th day of May, 2011.

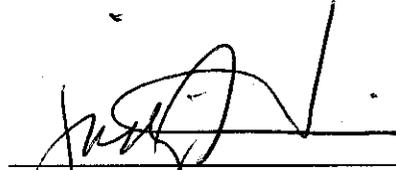
RESOLUTION NO. 56-11

PAGE: 2

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

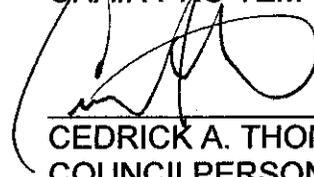
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



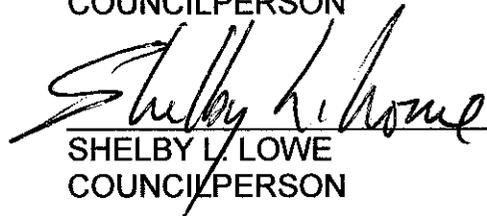
BILLIE E. BROOKS
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

J. DAVIS aye

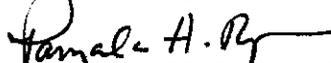
B. BROOKS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/26/11

CITYWIDE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SERVICES

THIS AGREEMENT made and entered into this 14th day of May, 2011 by and between CUSTOM MECHANICAL, INC., hereinafter referred to as "Independent Contractor," whose Federal I.D. number is 65-0343966 and whose mailing address is 1414 10th Street, Lake Park, FL 33403 and the CITY OF RIVIERA BEACH, FLORIDA, a municipal corporation, hereinafter referred to as "City," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

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

1. That the City does hereby retain the services of the Independent Contractor for the purpose of providing general maintenance, preventative maintenance and emergency repairs to all heating, ventilation and air conditioning (HVAC) systems throughout the City. The scope of work is as set forth more fully in the General Terms and Conditions and Special Terms and Conditions in Bid No. 297-11, Exhibit "A" attached hereto and incorporated herein by reference.
2. The City agrees to compensate the Independent Contractor in accordance with fee schedule attached hereto as Exhibit "B". The City shall not reimburse the Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in Exhibit "A".
3. This Contract consists of this Contract, Bid No. 297-11 (Exhibit "A") and the Independent Contractor's fee proposal (Exhibit "B"). The Independent Contractor agrees to be bound by all the terms and conditions set forth in this Contract, Exhibit "A" and Exhibit "B". To the extent that there exists a conflict between this Contract, Exhibit "A" and Exhibit "B", the terms, conditions, covenants, and/or provisions of this Contract shall prevail over all others.
4. The period of the Contract shall be two (2) years, with an option to renew the contract for three (3) additional twelve (12) month periods. The option for renewal will be exercised only upon mutual written agreement and with all original terms, conditions and specifications of the Contract remaining the same with no deviations. All prices, terms and conditions shall remain fixed for the initial one (1) year period of the contract with a price adjustment made after the second year of the contract and upon the first renewal based on the consumer price index (CPI) for all Urban Consumers (CPI-U), Miami, FL August 2010. Any additional renewals shall be approved and executed by the City Manager on behalf of the City.
5. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances governing the work to be performed. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.
6. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
7. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
8. The Independent 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 Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

9. All of the Independent Contractor's personnel (and all Subcontractors) while on City premises will comply with all City requirements governing conduct, safety and security.
10. The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Independent Contractor authorized to use the City's Tax Exemption Number in securing such materials.
11. Prior to execution of this Agreement by the City the Independent Contractor shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City's representative. Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Agreement.
12. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the Independent Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.
13. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.
14. The Independent Contractor 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.
15. All work and materials, other than the replacement parts, performed and installed by the Independent Contractor under this Contract as it relates to HVAC maintenance and repairs shall be guaranteed by the Independent Contractor for a period of ninety (90) days from the date of service, thereof against defective design and workmanship. A one (1) year manufacturer's warranty is required on replacement parts (i.e. coils and compressors). 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 corrective or new works, parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary corrective repairs or replacements within thirty (30) days after notification by the City, the City may accomplish the work at the expense of the Contractor and seek any and all legal remedies to enforce the same.
16. All emergency services to be purchased and performed under the terms of this Agreement shall be within four (4) hours from time of notification to the Contractor by the designated City representative. Response time for non-emergency repairs shall be within twenty-four (24) hours from time of notification by the designated City representative. The timely delivery and performance of said services being essential conditions of this Agreement. If the services are not performed according to the terms of this Agreement within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated

damages, a sum equal to one hundred dollars (\$100.00) for each hour elapsing between expiration of such time limit and the arrival of the Contractors personnel to begin required electrical service.

17. The Independent Contractor shall provide the City with a written warranty of its work and with a copy of any and all applicable manufacture's warranty as it relates to the materials and parts used to accomplish the work.

18. The Independent Contractor shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

19. The Independent Contractor further agrees to indemnify, save harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

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

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

If the City so instructs in writing, the Independent 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 Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Council or its designated representative.

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

23. 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.

24. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, 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.

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

26. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice. In the event that the City terminates this Agreement, for any reason whatsoever, the Independent Contractor understands and agrees that he shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this agreement.

27. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

CUSTOM MECHANICAL, INC.

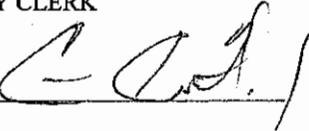
BY: 
THOMAS A. MASTERS,
MAYOR

BY: 
ERIC STOUT
SERVICE DEPARTMENT MANAGER

ATTEST:

CARRIE E. WARD, MMC
CITY CLERK

(SEAL)

BY: 

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA HANNA RYAN
CITY ATTORNEY

BY: 
BRYNT JOHNSON
INTERIM DIRECTOR OF PUBLIC WORKS

DATE: 5/2/11

RESOLUTION NO. 58-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PAYMENT OF \$7,704 TO KDT SOLUTIONS, INC. FOR VIRTUAL COMPUTER SOFTWARE LICENSES AND MAINTENANCE, AND \$2,196 AS A PROJECT CONTINGENCY FOR FUTURE SERVICES AS NEEDED, AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBER 305-0243-519-0-6351; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Riviera Beach Public Library has experienced persistent computer hardware and software-related problems that caused significant computer downtime and required frequent visits from IT staff to resolve the problems; and

WHEREAS, the IT Manager conducted appropriate due diligence of several desktop computer virtualization alternatives and identified Virtual Computer NxTop Enterprise Edition software as an inexpensive virtualized computer solution; and

WHEREAS, IT staff determined that KDT Solutions, Inc., a firm located in West Palm Beach, could provide the professional and systems integration services needed to create an efficient and reliable computing environment for Library patrons and general employees; and

WHEREAS, the City had contracted with KDT Solutions to provide a turnkey virtualized desktop computer solution for Library patrons and general employees and they are also an authorized reseller of Virtual Computer NxTop Enterprise Edition software virtualization licenses and maintenance for the Library Desktop Computer Virtualization Project; and

WHEREAS, staff has already paid KDT Solutions \$5,641 for 30 software licenses, maintenance and installation; and

WHEREAS, staff seeks approval to purchase 20 additional Virtual Computer NxTop Enterprise Edition software licenses and maintenance for Library computers thru 09/30/13 in the amount of \$7,704, and provide a small contingency amount of \$2,196 to pay for future project-related services as needed from KDT Solutions.

RESOLUTION NO. 58-11
PAGE 2

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

SECTION 1. The City Council approving payment to KDT Solutions, Inc. for virtual computer software licenses and maintenance in the amount of \$7,704, and up to \$2,196 for future professional and systems integration services.

SECTION 2. The City Council authorizes the Interim Finance Director to pay this amount from the Metro Ethernet Network Infrastructure Account Number 305-0243-519-0-6351.

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

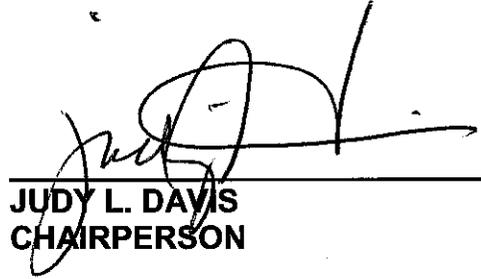
PASSED AND APPROVED THIS 4th **DAY OF** May, **2011.**

RESOLUTION NO. 58-11
PAGE 3

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

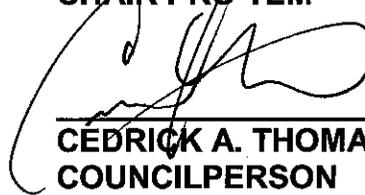
ATTEST:



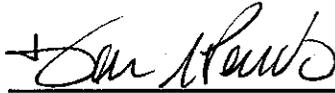
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



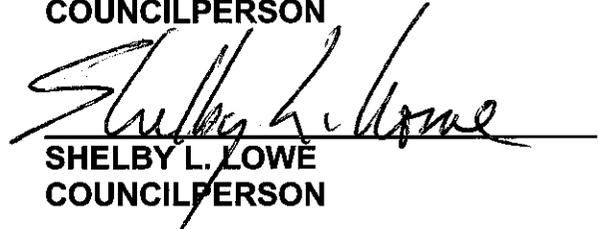
BILLIE E. BROOKS
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

J. DAVIS aye

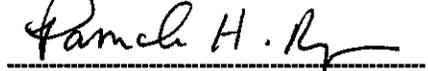
B. BROOKS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/25/11

RESOLUTION NO. 59-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, TO AWARD BID NO. 294-11 FOR FOUR BARRACUDA NETWORKS SECURITY PRODUCTS AND SERVICES IN THE AMOUNT OF \$28,226 TO THE LOWEST RESPONSIVE & RESPONSIBLE BIDDER EN POINTE TECHNOLOGIES, INC. OF GARDENA, CALIFORNIA AND FOR THE INTERIM FINANCE DIRECTOR TO AUTHORIZE THE PURCHASE AND MAKE PAYMENT FROM ACCOUNT NUMBER 305-0243-519-0-6351; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City requires a set of network security products to provide an additional layer of protection for its network computers, servers and data; and

WHEREAS, staff has evaluated several premise and cloud-based network security solutions and determined that Barracuda Networks has a suite of products that is relatively inexpensive, and easy for staff to operate and maintain; and

WHEREAS, the City advertised and solicited bids for four Barracuda Networks security products (Web Filter, Spam & Virus Firewall, SSL-VPN and Message Archiver) via Barracuda Security Products and Services Bid 294-11; and

WHEREAS, City received three bids and staff recommends that Bid # 294-11 be awarded to En Pointe Technologies, Gardena, California as the lowest responsive and responsible bidder; and

WHEREAS, City Council approves the Bid # 294-11 award to En Pointe Technologies, Gardena, California as the lowest responsive and responsible bidder in the amount of \$28,226; and

WHEREAS, the City will purchase the network security products and services from the Metro Ethernet Network Infrastructure account 305-0243-519-0-6351.

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

SECTION 1. The City Council approves the Bid 294-11 award to En Pointe Technologies, Gardena, California for four network security products in the amount of \$28,226.

RESOLUTION NO. 59-11
PAGE 2

SECTION 2. The City Council authorizes the Interim Finance Director to pay this amount from Metro Ethernet Network Infrastructure Account # 305-0243-519-0-6351.

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

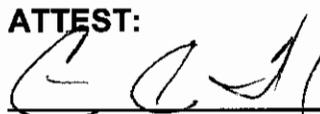
PASSED AND APPROVED THIS 4th **DAY OF** May, **2011.**

RESOLUTION NO. 59-11
PAGE 3

APPROVED:

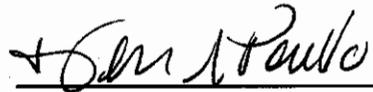

THOMAS A. MASTERS
MAYOR

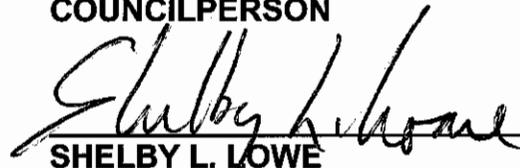

JUDY L. DAVIS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
PRO-CHAIR TEM


CEDRICK A. THOMAS
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

J. DAVIS aye

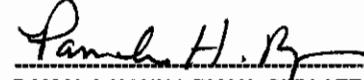
B. BROOKS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/26/11

RESOLUTION NO. 60-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE BID FOR FURNISHING SIX ALUMINUM POLES FOR LITTLE BLUE HERON BRIDGE LIGHTING TO THE SIGNAL GROUP, INC. IN THE AMOUNT OF \$25,317.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NO. 310-0716-541-3-6351; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach desires to install decorative street lights on Little Blue Heron Bridge over the Intracoastal Waterway; and

WHEREAS, the bids for supplying six aluminum poles were opened on April 8, 2011 and The Signal Group, Inc. is the lowest responsible bidder.

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

SECTION 1. The bid for furnishing six aluminum poles for the Little Blue Heron Bridge Lighting project is awarded to The Signal Group, Inc. in the amount of \$25,317.00.

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

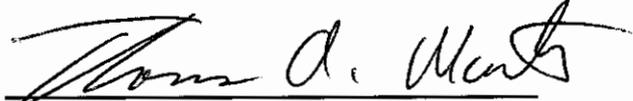
SECTION 3. The Interim Finance Director is authorized to make payment of \$25,317.00 from account number 310-0716-541-3-6351.

SECTION 4. This Resolution shall become effective upon its passage.

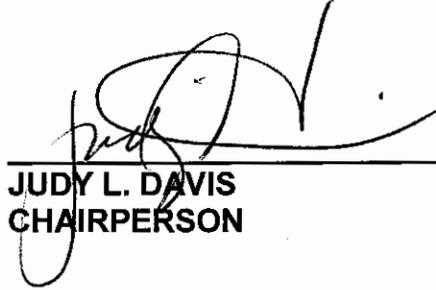
PASSED AND APPROVED this 4th day of May, 2011.

RESOLUTION NO. 60-11
PAGE -2-

APPROVED:



THOMAS A. MASTERS
MAYOR

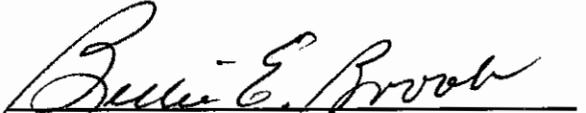


JUDY L. DAVIS
CHAIRPERSON

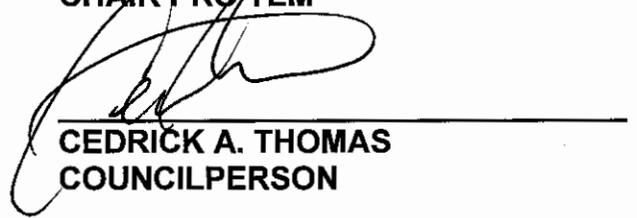
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



BILLIE E. BROOKS
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON

DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: 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: 4/26/11

PURCHASE CONTRACT

THIS CONTRACT made and entered into this 4th day of May, 2011 by and between The Signal Group, Inc., hereinafter referred to as "Independent Contractor," whose mailing address is 23 Eganfuskee Street #128, Jupiter, Florida 33477 and the CITY OF RIVIERA BEACH, FLORIDA, a municipal corporation, hereinafter referred to as "City," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, the City of Riviera Beach desires to install decorative street light poles and fixtures on the Little Blue Heron Bridge; and

WHEREAS, the City, in response to advertisement for bids, received two bids; and

WHEREAS, The Signal Group, Inc. is the lowest qualified bidder to furnish six aluminum poles for the Little Blue Heron Bridge Lighting project.

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

1. The City agrees to purchase six aluminum street light poles from the Independent Contractor. The specifications for the project are more specifically set out in the Bid documents attached as Exhibit "A".
2. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Bid.
3. To the extent that there exists a conflict between the Bid and this Contract, 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.
4. Work must begin within ten calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure the project's full completion within 90 days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
5. If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to two hundred dollars (\$200) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 21, herein.
6. The City agrees to compensate the Independent Contractor in the amount of twenty five thousand three hundred seventeen dollars (\$25,317.00), as set forth in more detail in 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 Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in herein or in an exhibit.
7. This Contract may be terminated by either party with or without cause upon thirty (30) days prior written notice. In the event that the City terminates this Contract, for any reason whatsoever, the Independent Contractor understands and agrees that it shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Contract.
8. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Contract from any federal, state, regional, county, or city agency.

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

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

11. The Independent 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 Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

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

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

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

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

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

17. Eighty (80) calendar days from the receipt of Notice to Proceed.

18. The Independent Contractor shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Contract.

19. The Independent Contractor further agrees to indemnify, save harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

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

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

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

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

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

25. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the City's property from injury or loss arising during the term of the 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 Independent Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

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

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

28. 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.

29. If any action, whether in law, equity or otherwise, 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.

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

31. 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.

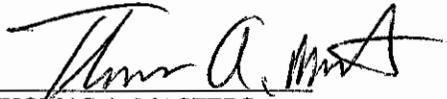
SIGNATURES ON FOLLOWING PAGE

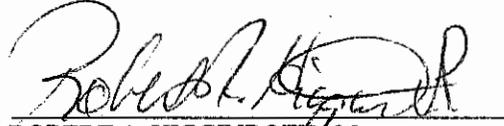
CONTRACT WITH THE CITY OF RIVIERA BEACH

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

THE SIGNAL GROUP, INC.

BY: 
THOMAS A. MASTERS
MAYOR

BY: 
ROBERT A. HIGGINBOTHAM
VICE PRESIDENT

ATTEST:

(SEAL)

BY: 
CARRIE E. WARD, MMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
PAMALA H. RYAN
CITY ATTORNEY

BY: 
MARY MCKINNEY
DIR. COMMUNITY DEVELOPMENT

DATE: _____

EXHIBIT "A"

LITTLE BLUE HERON BRIDGE LIGHT POLES

The Bidder shall deliver to the City six aluminum light poles as specified in the bid documents for the unit prices as submitted in Exhibit "B" within ninety days from the date of receipt of a Notice To Proceed. The poles shall be delivered to one of the following locations as directed by the City.

- 1- City of Riviera Beach Public Works Complex, 2391 Avenue L, Riviera Beach, FL 33404
- 2- Job site next to Phil Foster Park, 900 East Blue Heron Boulevard, Riviera Beach, FL 33404

RESOLUTION NO. 61-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN AMERICAN ASSOCIATION OF RETIRED PERSON (AARP) FOUNDATION, TO PERMIT THE CITY OF RIVIERA BEACH TO BE A HOST WORKSITE FOR A JOB-TRAINING PROGRAM FOR SENIOR AGES 50 AND OLDER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Senior Community Employment Program is a program sponsored by AARP Foundation; and

WHEREAS, AARP Foundation's Senior Community Employment Program to assist senior adults with job training and obtaining meaningful employment skills; and

WHEREAS, the City of Riviera Beach will be a host worksite for the participants and provide, safe and meaningful employment opportunities; and

WHEREAS, AARP Foundation will pay the participants' wages and provide workers' compensation coverage.

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 an agreement with AARP Foundation allowing the City of Riviera Beach to be a host worksite for the Senior Community Employment Program for senior adults ages 50 and older.

SECTION 2. That AARP Foundation will compensate the participants and provide workers' compensation coverage.

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

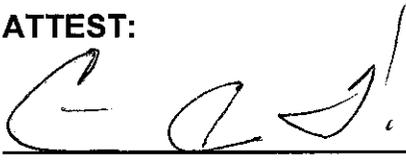
PASSED AND APPROVED this 4th day of May, 2011.

APPROVED:

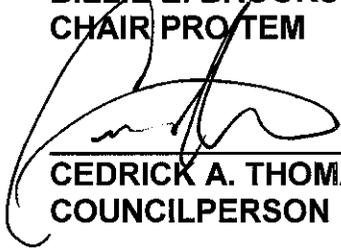

THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

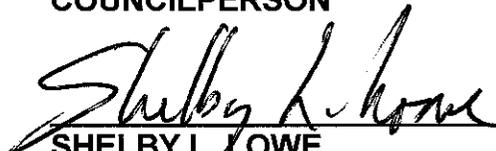
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON
DISTRICT 5

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

J. DAVIS aye

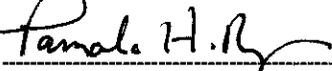
B. BROOKS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/26/11

RESOLUTION NO. 62-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE TEMPORARY INCREASE OF THE COMPLEMENT OF SERGEANTS FROM SIXTEEN (16) TO EIGHTEEN (18) UNTIL SEPTEMBER 30, 2011 AT WHICH TIME ALL TEMPORARY POSITIONS CREATED BY THIS ACTION MAY BE ABSORBED INTO THE AUTHORIZED COMPLEMENT; AUTHORIZING THE POLICE DEPARTMENT TO FUND SAID POSITIONS THROUGH THE EXISTING BUDGET AND THROUGH THE ATTRITION OF PERSONNEL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Police Department has an established complement of 123 sworn police officers, which includes sixteen (16) members at the rank of Sergeant; and

WHEREAS, the Police Department is requesting to temporarily increase the complement of Sergeant to eighteen (18) until September 30, 2011; and

WHEREAS, the Police Department has experienced six (6) vacancies for the 2010-2011 budget year, making funds in the amount of approximately \$72,000 available to fund the additional cost of this temporary action.

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

SECTION 1: The City Council approves the temporary increase in the complement of Police Sergeant, to eighteen (18) until September 30, 2011. In the event that all or some of the temporary Sergeant positions cannot be absorbed before September 30, 2011, the Sergeants will return to their previous position of Police Officer based on seniority.

RESOLUTION NO. 62-11
PAGE 2

SECTION 2: The City Council authorizes the funding of said positions through the police department's existing FY 2010-2011 budget.

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

PASSED and APPROVED this _____ day of _____, 2011.

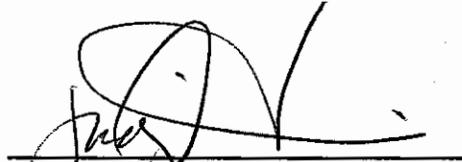
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PASSED AND APPROVED this 4th day of May, 2011.

APPROVED:



THOMAS A. MASTERS
MAYOR

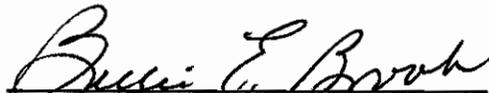


JUDY L. DAVIS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



BILLIE E. BROOKS
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. Pardo

SECONDED BY: C. Thomas

J. DAVIS aye

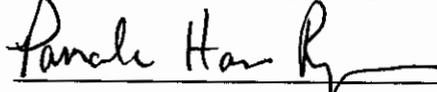
B. BROOKS aye

C. THOMAS aye

D. PARDO aye

S. LOWE naye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, CITY ATTORNEY

DATE: 4/26/11

RESOLUTION NO. 63-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ADOPTING A COMMUNITY BENEFITS POLICY FOR THE EXPENDITURE OF FUNDS DONATED BY WASTE MANAGEMENT INC. OF FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach entered into a Solid Waste and Recycling Collection Franchise Agreement ("Agreement") with Waste Management Inc. of Florida ("Waste Management") on February 2, 2011, for a five year term; and

WHEREAS, the Agreement provides, in section 23.3, that Waste Management will contribute \$90,000 per year to the City for public purpose community benefits; and

WHEREAS, this resolution further sets out the parameters for the expenditure of funds donated by Waste Management.

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 adopts the following Community Benefits Policy for the expenditure of funds donated by Waste Management.

- I. **Donation Amount and Timing.** Waste Management shall contribute a total of \$90,000 per year to the City for use by elected officials for public purposes as defined below. The \$90,000 amount shall be donated as follows: \$45,000 will be made available to the City on October 1st and April 1st of every year until the expiration of the Agreement. The funds must be used in the year in which it accrues and there will be no rollover of funds.
- II. **Public Purposes.** Each elected official shall be entitled to designate up to \$15,000 per year (\$7,500 on October 1st and \$7,500 on April 1st) for public purposes. Public purposes include, but are not limited to, charitable events, not-for-profit organizations, or City functions or projects, including, for example, contributions to the City's Scholarship Fund or the City's Housing Trust Fund. Payment will be made directly by Waste Management to the entity/agency/organization chosen by the elected official, after Waste Management receives a letter from the City authorizing payment.
- III. **Ineligible Uses.** Ineligible uses include the purchase of tables at events, campaign contributions, or payment for salaries. Funds cannot be used to cover an elected official's travel, meals, or for his or her personal

benefit or gain or for the personal gain of relatives as defined by City Code, the Countywide Code of Ethics once adopted and applied to municipalities, or state statutes, as applicable. Funds cannot be given to an entity/agency/organization for which the elected official is a director or officer.

- IV. **Procedure for Requesting Funds.** A Request for Donation form shall be filled out by the elected official requesting the funds, and sent to Waste Management by the City Manager's Office after approval from the City Attorney's Office that the request is legally sufficient and serves a public purpose. Waste Management shall disburse funds directly to the entity/agency/organization within ten (10) days after receiving the request from the City. The elected official shall advise the City Council at a regular meeting that a disbursement has been made.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND APPROVED this 4th day of May, 2011.

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

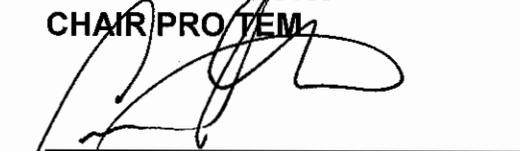
ATTEST:



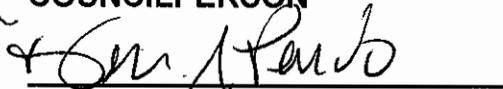
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



BILLIE E. BROOKS
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: C. Thomas

SECONDED BY: B. Brooks

J. DAVIS aye

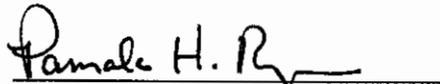
B. BROOKS aye

C. THOMAS aye

D. PARDO nay

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, CITY ATTORNEY

DATE: 4/27/11