

RESOLUTION NO. 124-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, CLASSIFYING THE VARIOUS COMPONENTS OF FUND BALANCE IN ACCORDANCE WITH GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NO. 54 AND PROVIDING OTHER AUTHORIZATIONS AND DISCLOSURES AS REQUIRED BY THE STATEMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governmental Accounting Standards Board (GASB) has issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which changes the terminology used for fund balance reporting on balance sheets of governmental funds; and

WHEREAS, the new classifications reflect an approach that focuses, not on financial resources available for appropriations within a fund, but on the extent to which amounts in the fund can be spent; and

WHEREAS, the City Council designates the City Manager as the City's official to determine and define the amounts of those components of fund balance that are classified as "*Assigned Fund Balance*", where the City's intent is for those amounts to be used for specific purposes; and

WHEREAS, the City Council directs the Finance Director to prepare financial reports which accurately categorize fund balance and provide other disclosures as required by GASB Statement No. 54; and

WHEREAS, when expenditures are incurred for the purposes for which both restricted and unrestricted (committed, assigned, or unassigned) fund balances are available, the City's policy is to first apply restricted fund balance. When expenditures are incurred for purposes for which committed, assigned, or unassigned fund balances are available, the City's policy is to first apply committed fund balance, then assigned fund balance, and finally unassigned fund balance; and

WHEREAS, the City Council of the City of Riviera Beach desires to establish a new City Council policy entitled "*Governmental Fund Balance Financial Reporting Policy*," to provide necessary clarification on the terminology used in the fund balance classifications and assist with adhering to the external financial reporting requirements of GASB Statement No. 54; and

WHEREAS, the classification and reporting of fund balance components as required by GASB Statement No. 54 will become effective with fiscal year ending September 30, 2011.

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

SECTION 1. The City Council hereby approves the "*Governmental Fund Balance Financial Reporting Policy*" which policy is attached hereto as Exhibit "A" and incorporated herein by this reference for compliance with Governmental Accounting Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.

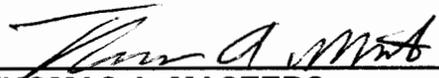
SECTION 2. This Resolution shall become effective upon its passage and approval by the City Council.

PASSED AND APPROVED THIS 21st DAY OF September, 2011.

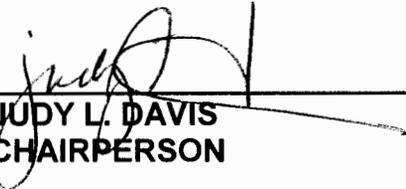
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RESOLUTION NO. 124-11
PAGE 3

APPROVED:

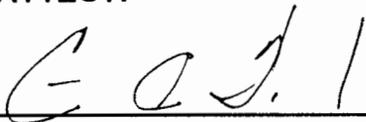


THOMAS A. MASTERS
MAYOR

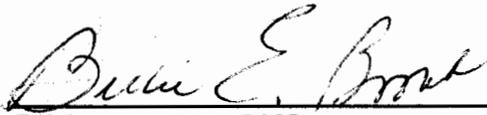


JUDY L. DAVIS
CHAIRPERSON

ATTEST:



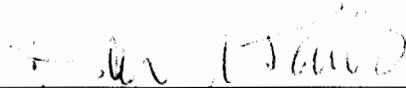
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



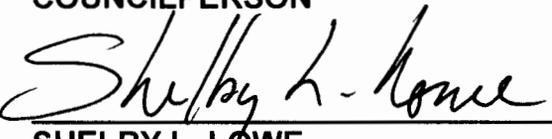
BILLIE E. BROOKS
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. Pardo

SECONDED BY: C. Thomas

B. BROOKS aye

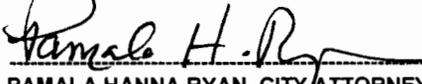
J. DAVIS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/12/11

RESOLUTION NO. 125-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING VOLOGY DATA SYSTEMS AS THE LOWEST RESPONSIVE AND RESPONSIBLE COMPETITIVE BIDDER FOR THE PURCHASE OF NETWORK INFRASTRUCTURE EQUIPMENT AND MAINTENANCE IN THE AMOUNT OF \$19,493, AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBER 305-0243-519-0-6351; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Information Technology (IT) staff is currently preparing its network and infrastructure for the new Voice over Internet Protocol (VoIP) Phone System; and

WHEREAS, IT staff has inventoried and evaluated all of its existing network infrastructure equipment to determine whether it meets the minimum specifications for VoIP voice traffic; and

WHEREAS, staff determined that it needs nine network switches and associated maintenance to replace obsolete and non-VoIP compliant network equipment; and

WHEREAS, staff solicited competitive quotes from several leading network equipment resellers for the equipment and services needed; and

WHEREAS, staff received three vendor quotes and recommends Vology Data Systems as the lowest responsive and responsible bidder with a \$19,493 quote for these items; and

WHEREAS, the City will purchase the network equipment and maintenance 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 payment to Vology Data Systems for network switches and maintenance in the amount of \$19,493.

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.

RESOLUTION NO. 125-11
PAGE 2

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

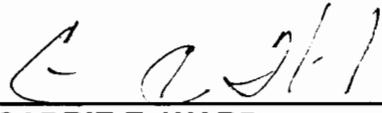
PASSED AND APPROVED THIS 21 DAY OF
September . 2011.

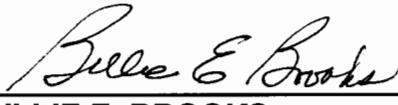
APPROVED:


THOMAS A. MASTERS
MAYOR

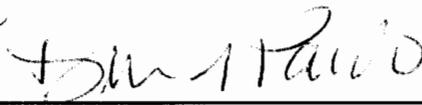

JUDY L. DAVIS
CHAIRPERSON

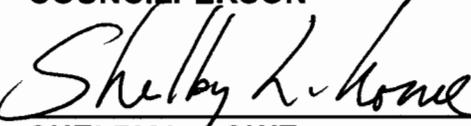
ATTEST:


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: B. Brooks

SECONDED BY: C. Thomas

J. DAVIS aye

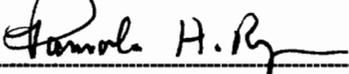
B. BROOKS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/13/11

RESOLUTION NO. 126-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING FIRE RESCUE TO CONTINUE SERVICES WITH EXPRESS PROFESSIONAL SERVICES, WEST PALM BEACH, FOR TEMPORARY STAFFING OF STAFF ASSISTANT, SENIOR, FOR FUNDS IN THE AMOUNT OF \$10,000.00; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBER 001-0920-522-0-1201; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Fire Rescue needs temporary part-time staffing of their Staff Assistant, Senior position due to retirement; and

WHEREAS, Express Professional Services provides temporary personnel services for the Fire Rescue; and

WHEREAS, Fire Rescue is requesting the extension of funds to Express Professional Services for those services for the training of a new part-time person for the upcoming budget year.

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

Section 1: Fire Rescue is authorized to continue using the Services of Express Professional Services.

Section 2: the Interim Finance Director is authorized to make payment to Express Professional Services from account number 001-0920-522-0-1201.

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

PASS AND APPROVED THIS 21 DAY OF September, 2011.

APPROVED:



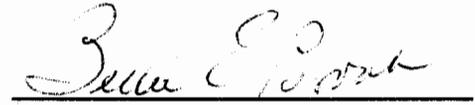
THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

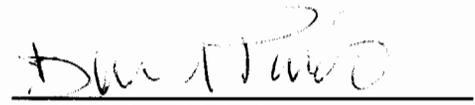
ATTEST:

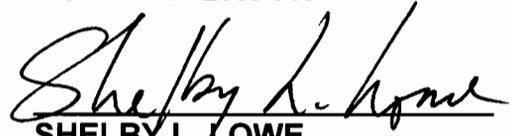


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

B. BROOKS aye

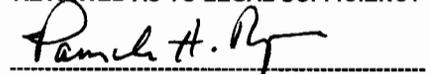
J. DAVIS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/13/11

RESOLUTION NO. 127-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE GRANT FUNDS FROM THE OFFICE OF THE ATTORNEY GENERAL – VICTIMS OF CRIME ACT (VOCA) FOR THE VICTIM ADVOCATE PROGRAM IN THE AMOUNT OF \$45,000.00; TO CONTINUE WITH CRISIS RESPONSE SERVICES FOCUSING IN AREAS OF HOMICIDE, DOMESTIC VIOLENCE, CHILD DEATHS, AND ELDERLY VICTIMIZATION; AUTHORIZING THE MAYOR TO EXECUTE CERTIFICATE OF ACCEPTANCE OF SUB GRANT AWARD; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO SET-UP THE BUDGET IN FUND 125 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Office of the Attorney General has established a Victims of Crime Act (VOCA) Grant Program; and

WHEREAS, the City of Riviera Beach has been awarded funds in the amount of \$45,000.00 which requires a twenty percent (20%) match of \$11,250.00 which will be provided through in-kind match services from the City for a total of \$56,250.00; and

WHEREAS, these funds will be used for continuing the Department's crisis response services, crisis intervention, and assisting investigators.

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 accepts the Grant Funds on behalf of the City, and authorizes the Mayor's execution of the Certificate of Acceptance of Sub-Grant Award.

SECTION 2: The Interim Finance Director is authorized to set up the budget as follows:

Fund 125	Account Number	Account Description	Amount
Revenue	125-00-334296		\$45,000.00
Expenditure	125-0817-521-0-1201	Reg. Salary & Wages	\$41,621.00
Expenditure	125-0817-521-0-1401	FICA	\$3,184.00
Expenditure	125-0817-521-0-4001	VOCA-Communications	\$195.00
		TOTAL	\$45,000.00

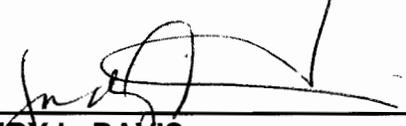
SECTION 3: This Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED this 21 day of September, 2011

RESOLUTION NO. 127-11
PAGE

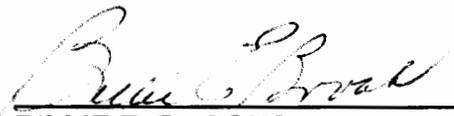
APPROVED:

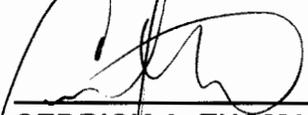

THOMAS A. MASTERS
MAYOR

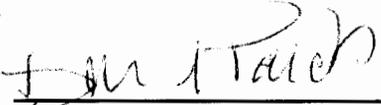

JUDY L. DAVIS
CHAIRPERSON

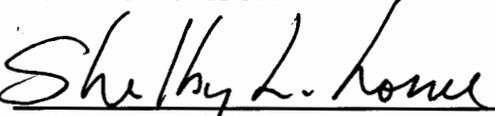
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON

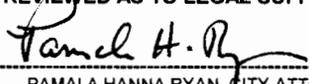

DAWN S. PARDO
COUNCILPERSON


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: 9/9/11

RESOLUTION NO 128-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ENDORSING CERTAIN MODIFICATIONS TO THE APPROVED FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") PLANS FOR THE IMPROVEMENTS TO US HIGHWAY 1 AND DIRECTING THE CITY MANAGER TO FORWARD A RESOLUTION ENDORSING SAID CHANGES TO FDOT; REPRESENTATIVE MACK BERNARD AND SENATOR CHRIS SMITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, FDOT, after extensive public input, approved a plan for the improvement of US Highway 1 (Broadway), FDOT Project No: 229744-3-52-0 (the "US Highway 1 Plan") within the community redevelopment area, which is scheduled to commence construction in Spring 2012; and

WHEREAS, subsequent to the approval of the US Highway 1 Plan, Rybovich Riviera Beach, LLC ("Rybovich") announced that it planned to relocate its planned marina and retrofit operations from the City of Riviera Beach Marina to its property at 20th Street and US Highway 1; and

WHEREAS, the US Highway 1 Plan may restrict businesses between 20th Street and 22nd Street from expanding west to US Highway 1 to access a southbound direction on US Highway 1; and

WHEREAS, the US Highway 1 Plan may limit the southbound access to US Highway 1 of the residential enclave north of 20th Street and South of Blue Heron Boulevard which could place increased traffic demands on Avenue C; and

WHEREAS, the US Highway 1 Plan may also encourage traffic to use Avenue C as an alternative route to Singer island to avoid the intersection of Blue Heron Boulevard and US Highway 1; and

WHEREAS, the US Highway 1 Plan should be amended as set forth herein to maximize the future development of property east of Avenue C to Broadway.

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 above recitations are true.

SECTION 2. The City Council of the City of Riviera Beach hereby requests that the US Highway 1 Plan be modified as follows:

- Install a signal at the Intersection of 22nd Street and Broadway (to be determined in the future as traffic counts dictate).
- Eliminate, during the proposed construction of the improvements to Broadway, the median at the intersection of 22nd Street and US Highway 1 to allow left and right hand turns from 22nd Street in either direction.

SECTION 3. The Community Redevelopment Agency has committed by Resolution to reimburse FDOT for any costs incurred by the FDOT for the change order to make the immediate change in excess of the approved project budget and the cost of the additional traffic signal in the future.

SECTION 4. The City Council of the City of Riviera Beach directs the City Manager to forward the adopted resolution to FDOT; Representative Mack Bernard of the Florida House of Representatives and Senator Chris Smith of the Florida State Senate.

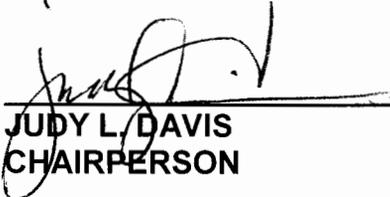
SECTION 5. That this resolution shall take effect upon its passage.

PASSED and APPROVED on 21 day of September, 2011.

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APPROVED:


THOMAS A. MASTERS
MAYOR

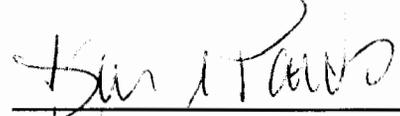

JUDY L. DAVIS
CHAIRPERSON

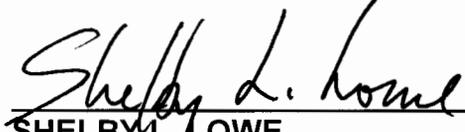
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

B. BROOKS aye

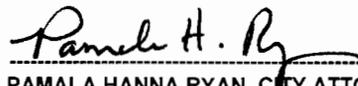
J. DAVIS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/13/11

RESOLUTION NO 129-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CITY DEED WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DEDICATING A PARCEL OF LAND IDENTIFIED AS PARCEL 101, LOCATED ON HIGHWAY US-1 CONTAINING 2,392 SQUARE FEET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (FDOT) plans to improve US-1/State Road No. 5 (Broadway); and

WHEREAS, during discussions regarding redeveloping parcels on US-1 the City Council and Community Redevelopment Agency Board endorsed a plan for developers to provide on street parking on US-1 as each block was developed; and

WHEREAS, the City and CRA own the block on US-1 that lies between 22nd and 23rd Streets; and

WHEREAS, the City desires to provide on street parking on US-1; and

WHEREAS, it is necessary that certain lands now owned by the City of Riviera Beach, Florida, be donated and dedicated to the State of Florida Department of Transportation for on street parking; and

WHEREAS, the State of Florida Department of Transportation has provided to the City a deed to execute and deliver to the State of Florida Department of Transportation in favor of the State of Florida Department of Transportation, conveying all rights, title and interest that said City has in and to said lands and said request having been duly considered; and

WHEREAS, conveying the City property for on street on US-1 is in the City's and CRA's best interest.

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 above recitations are true.

SECTION 2. That the Mayor and City Clerk are authorized to execute a City Deed with the Florida Department of Transportation attached hereto for property

RESOLUTION NO. 129-11
PAGE 2

identified as parcel 101, located on US-1 containing 2,392 square feet.

SECTION 3. That this resolution shall take effect upon its passage.

PASSED and APPROVED on 21 day of September, 2011.

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APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

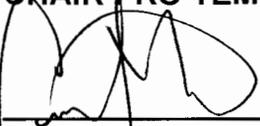
ATTEST:



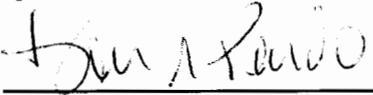
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



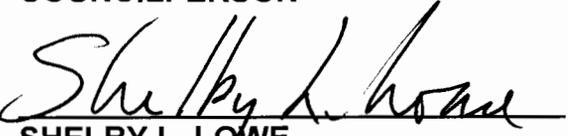
BILLIE E. BROOKS
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

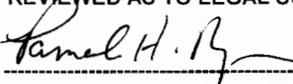
B. BROOKS aye

J. DAVIS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/31/11

RESOLUTION NO. 130-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE GRANT FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE - EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAMS (JAG) IN THE AMOUNT OF \$56,578.00; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO SET UP THE BUDGET; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Riviera Beach has been awarded funds in the amount of \$56,578.00; and

WHEREAS, these funds will be used to purchase a Field Based Reporting System for Police Officers; and

WHEREAS, the JAG 2011 program requires that at least one public hearing be held to discuss the proposed use of the funds.

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

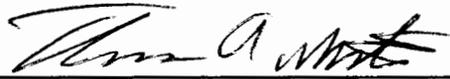
SECTION 1: The Interim Finance Director is authorized to accept Grant Funds in the amount of \$56,578.00 on behalf of the City.

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

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

PASSED and APPROVED this 31 day of September, 2011.

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

ATTEST:



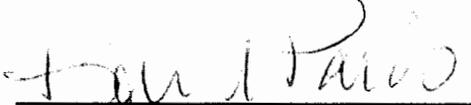
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



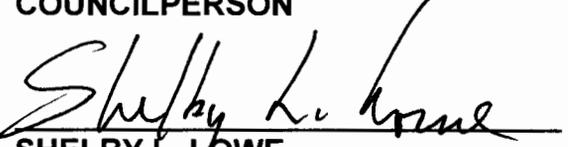
BILLIE E. BROOKS
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

J. DAVIS aye

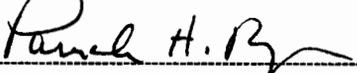
B. BROOKS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/5/11

RESOLUTION NO. 131-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SPECIAL EXCEPTION APPLICATION FROM CYNTHIA BEDFORD FAMILY DAYCARE TO OPERATE A LARGE FAMILY CHILD CARE HOME LOCATED AT 1145 W 25TH STREET AND; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, Cynthia Bedford, the applicant, submitted a special exception application for a Large Family Child Care Home on June 9, 2011; and

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

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

WHEREAS, the Planning and Zoning Board met September 8, 2011 to review the Special Exception application and made a recommendation to the City Council for approval of the application; and

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

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

SECTION 1. The special exception application for the Large Family Child Care Home located at 1145 W. 25th Street is approved.

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

RESOLUTION NO. 131-11
PAGE 2

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

PASSED and APPROVED this 21 day of September, 2011.

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APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

ATTEST:



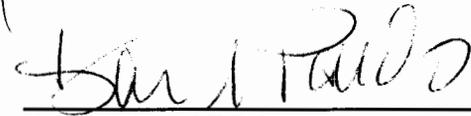
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



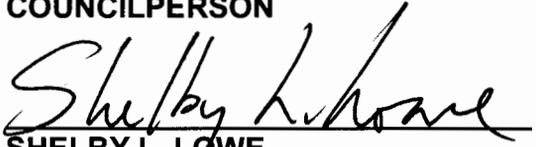
BILLIE E. BROOKS
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: C. Thomas

SECONDED BY: B. Brooks

B. BROOKS aye

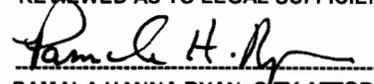
J. DAVIS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/12/11

RESOLUTION NO. 132-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SPECIAL EXCEPTION APPLICATION FROM CORINE'S FAMILY CHILDCARE ACADEMY INC TO OPERATE A LARGE FAMILY CHILD CARE HOME LOCATED AT 390 W 22ND STREET AND; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, Corine E. Williams, the applicant, submitted a special exception application for a Large Family Child Care Home on June 17, 2011; and

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

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

WHEREAS, the Planning and Zoning Board met September 8, 2011 to review the Special Exception application and made a recommendation to the City Council for approval of the application; and

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

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

SECTION 1. The special exception application for the Large Family Child Care Home located at 390 W. 22nd Street is approved.

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

RESOLUTION NO. 132-11
PAGE 2

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

PASSED and APPROVED this 21 day of September, 2011.

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APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

ATTEST:



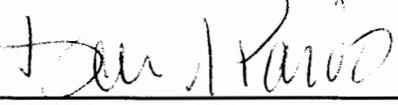
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



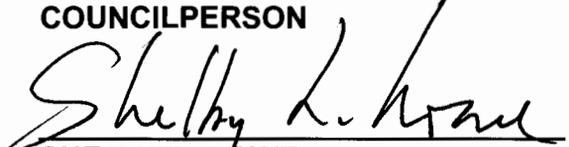
BILLIE E. BROOKS
CHAIR PRO TEM



GEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

B. BROOKS aye

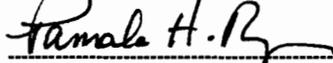
J. DAVIS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/12/11

RESOLUTION NO. 133-11

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 FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF RIVIERA BEACH, FLORIDA AND ALCALDE & FAY, LTD., TO PROVIDE LOBBYIST REPRESENTATION AT THE FEDERAL LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH IN THE AMOUNT OF \$5,000 PER MONTH FOR ONE (1) YEAR COMMENCING OCTOBER 1, 2011 TO SEPTEMBER 30, 2012; THE SAME TO BE PAID FROM THE PROFESSIONAL SERVICES-OTHER ACCOUNT NO. 001-0203-519-0-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alcalde & Fay, Ltd., has duly qualified experts in the field of federal appropriations, authorizations, and grant programs for public works, water resources, public safety, energy, economic development and parks and recreation; and

WHEREAS, the City Council desires to retain the services of Alcalde & Fay, Ltd., to provide lobbyist representation at the federal level on behalf of the City of Riviera Beach; and

WHEREAS, the terms of the Agreement commences on October 1, 2011 and expires on September 30, 2012.

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

SECTION 1. That the City Council hereby authorizes the Mayor and City Clerk to execute the Agreement for Professional Services with Alcalde & Fay, Ltd., to provide lobbyist representation at the federal level on behalf of the City of Riviera Beach.

SECTION 2. That compensation shall be \$5,000 per month for one (1) year commencing October 1, 2011 to September 30, 2012; the City shall reimburse Alcalde & Fay, Ltd., for reasonable expenses incurred at cost in connection with the work performed. The amount shall be paid from the Professional Services-Other Account No. 001-0203-519-0-3106.

SECTION 3. A copy of the Agreement is attached hereto and made a part of this Resolution.

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

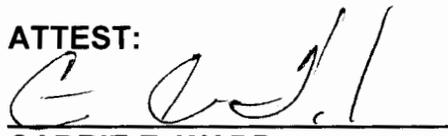
PASSED AND APPROVED this 21st day of September 2011.

RESOLUTION NO. 133-11
PAGE 2

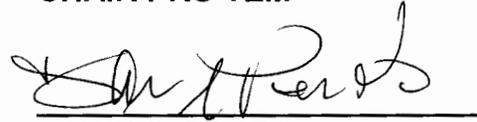
APPROVED:

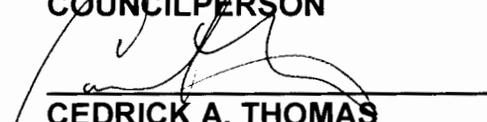

THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM


DAWN S. PARDO
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: C. Thomas

SECONDED BY: B. Brooks

D. PARDO aye

J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF RIVIERA BEACH, FLORIDA AND
ALCALDE AND FAY, LTD.**

The following is an agreement between the City of Riviera Beach, Florida, hereinafter referred to as "CITY" and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has duly qualified experts in the field of federal appropriations, authorizations, and grant programs for public works, water resources, public safety, energy, economic development, parks and recreation; and

WHEREAS, in the judgment of the Riviera Beach City Council, it is necessary and desirable to employ the services of the CONTRACTOR to assist the CITY with federal appropriations, authorizations, and grant programs for public works, water resources, public safety, energy, economic development, parks and recreation.

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

PART I - SPECIFIC PROVISIONS

- A. SERVICES TO BE PROVIDED: CONTRACTOR will consult and advise as requested on federal appropriations, authorizations and grant programs for public works, water resources, public safety, energy, economic development, and parks and recreation projects, including but not limited to:
1. Developing strategies to obtain and maximize federal funding for CITY public works, water resources, public safety, energy, economic development, and parks and recreation priorities.
 2. Coordinating funding, legislation and policy related activities for the CITY with the United States Congress and Federal agencies;
 3. Securing authorizations and funding from the United States Congress and Federal agencies to implement the CITY'S projects;
 4. Maintaining frequent contact with key United States Senators and Representatives, including the CITY'S congressional delegation.
 5. Advocating CITY interests during the federal legislative and regulatory process.
 6. Arranging visits by CITY officials with the CITY'S Congressional Delegation and Federal agencies.
 7. Maintaining frequent contact with designated CITY officials about federal funding opportunities and CONTRACTOR activities, and attending CITY meetings upon the CITY'S written request.
- B. PAYMENT: CONTRACTOR'S compensation for the services provided hereunder shall be \$5,000.00 per month. CONTRACTOR shall submit the monthly \$5,000.00 fee invoice at the first of each month, beginning on October 1, 2011. The CITY shall reimburse the contractor for reasonable expenses incurred in connection with the CONTRACTOR'S work at actual cost. Expenses that are to be reimbursed include, but are not limited to; photocopying, postage, telephone, delivery, and telecopy charges. Expenses will be reimbursed to CONTRACTOR on a

monthly basis and will not exceed \$100 per month. All travel expenses will be incurred only following written approval by the City Manager.

- C. **KEY PERSONNEL:** CONTRACTOR has represented to CITY that CITY will have Maurice Kurland, L.A. "Skip" Bafalis, and Jim Davenport, principals of CONTRACTOR's services, in the performance of CONTRACTOR's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II - GENERAL PROVISIONS

- A. **ASSIGNMENT AND DELEGATION:** Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- B. **STATUS OF CONTRACTOR:** The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides its employees.
- C. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:** All notices, bill, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: RUTH C. JONES
CITY OF RIVIERA BEACH, FLORIDA
600 WEST BLUE HERON BLVD.
RIVIERA BEACH, FLORIDA 33404
(561) 845-4095

CONTRACTOR: L. A. "SKIP" BAFALIS
ALCALDE & FAY, LTD.
2111 WILSON BLVD., 8TH FLOOR
ARLINGTON, VA 22201
(703) 841-0626

- D. **NON-DISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. **TERM OF AGREEMENT:** This Agreement shall become effective on October 1, 2011 and shall terminate on September 30, 2012 or upon 30 day's written notice by either party with or without cause.
- F. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.

- G. MEDIATION: All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by the CITY. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The CITY shall retain the mediator and schedule mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.
- H. ATTORNEY'S FEES; COSTS; VENUE: In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney's fees, paralegal fees, and court costs at both trial and appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of the Circuit Court of Palm Beach County, Florida.
- I. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the CONTRACTOR and CITY.

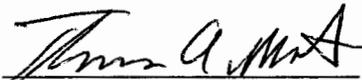
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 31 day of September 2011.

ATTEST:

CITY OF RIVIERA BEACH

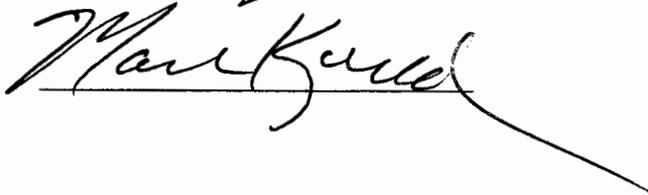


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

By: 
THOMAS A. MASTERS
MAYOR

WITNESSES:

ALCALDE AND FAY, LTD.

By: 
L.A. "SKIP" BAFALIS
PARTNER

RESOLUTION NO. 134-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT BY AND AMONG THE CITY OF RIVIERA BEACH, THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, THE RIVIERA BEACH UTILITY SPECIAL DISTRICT, RYBOVICH RIVIERA BEACH LLC, AND HAYGOOD & HARRIS, LLC, AS ESCROW AGENT, REGARDING DISPOSITION OF THAT CERTAIN SUBMERGED AND UPLAND LANDS LEASE ENTERED INTO BY THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach ("City"), the Riviera Beach Community Redevelopment Agency ("Agency"), and the Riviera Beach Utility Special District ("District") own certain properties located within the City of Riviera Beach; and

WHEREAS, the City, Agency, and District, as Lessors and Rybovich Riviera Beach LLC ("Rybovich") as Lessee, entered into that certain lease entitled Submerged and Upland Lands Lease dated September 15, 2010 (hereinafter the "Lease"); and

WHEREAS, the Lease provides the terms and conditions for the lease of the certain uplands and submerged lands owned by the City and the District and an option to lease certain property owned by the Agency; and

WHEREAS, Rybovich has agreed to terminate its interest in the Lease and move its proposed use of the property in the lease to other property owned by Rybovich, but needs the abandonment of certain road rights-of-way more particularly described in the Escrow Agreement; and

WHEREAS, Rybovich has agreed to tender a termination agreement to be kept in escrow and not delivered to Lessors unless and until the City approves an abandonment application for certain rights-of-way; and

WHEREAS, staff recommends approval of the Escrow Agreement to be held by Haygood & Harris, LLC.

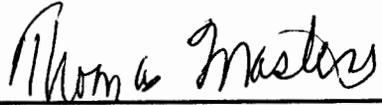
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

SECTION 1. That City Council authorizes the Mayor and City Clerk to execute the Escrow Agreement attached hereto as Attachment 1.

RESOLUTION 134-11
PAGE 2

PASSED AND APPROVED this 21ST day of SEPTEMBER, 2011.

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

ATTEST:



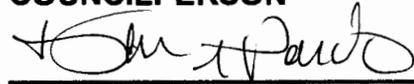
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



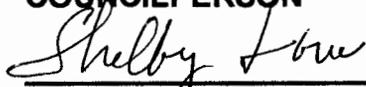
BILLIE E. BROOKS
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY V. LOWE
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. BROOKS

J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE NAY

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 135-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE INTERIM FINANCE DIRECTOR TO APPROPRIATE FUNDS IN THE MARINA RENEWAL & REPLACEMENT FUND AND AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO REIMBURSE VIKING DEVELOPERS LLC IN THE AMOUNT OF \$426,766 FOR ENGINEERING AND DESIGN COSTS RELATED TO REDEVELOPMENT OF PROPERTY LOCATED WITHIN THE CITY'S MARINA DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City entered into a Master Development Agreement on July 28, 2010 with the CRA and Viking Developers LLC, City resolution number 61-10; and

WHEREAS, Article 3, Section 3.01 of the Master Development Agreement states that both parties acknowledge and mutually agree that in anticipation of entering into an agreement with the City and Agency, to carry out the RFP, the Developer has procured several engineering and design services which the City will utilize in the development of the Marina District and which would serve as requisite documentation utilized by the City in its application for grant funding; and

WHEREAS, Article 3, Section 3.04 of the Master Development Agreement states "the City agrees to reimburse Developer for cost incurred and or advanced for engineering and design services as set forth in Paragraphs 3.01 and 3.03, within thirty days of receipt of invoice from Developer for engineering and design services as listed on Exhibits "C" and "D" for the amounts specified therein, provided payment for said reimbursement shall not be unreasonably delayed or withheld for a period not to exceed one hundred eighty days from receipt of invoice".

WHEREAS, staff is requesting authorization to make payment based on the executed Master Development Agreement in the amount of \$426,766.

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

SECTION 1. That the Interim Finance Director is authorized to appropriate funds in the Marina Renewal & Replacement Fund in the amount of \$426,766 for reimbursement to Viking Developers LLC for costs incurred for engineering and design services.

SECTION 2. That the Mayor and Interim Finance Director are authorized to make payment to the Viking Developers LLC in the amount of \$426,766.

PAGE 2

RESOLUTION NO. 135-11

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

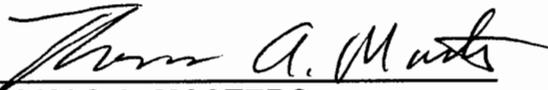
PASSED AND APPROVED THIS 5TH DAY OF OCTOBER, 2011.

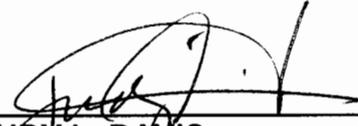
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RESOLUTION NO. 135-11

PAGE 3

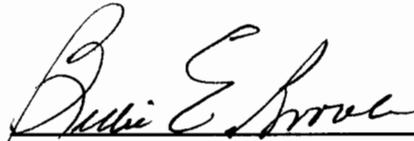
APPROVED:


THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM

Absent
CEDRICK A. THOMAS
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON

Absent
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: D. Pardo

B. BROOKS aye

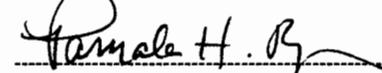
J. DAVIS aye

C. THOMAS absent

D. PARDO aye

S. LOWE absent

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/27/11

RESOLUTION NO. 136-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A WORK ORDER WITH SEA DIVERSIFIED INC. OF DELRAY BEACH, FLORIDA NOT TO EXCEED \$427,500.00 FOR THE PURPOSE OF COMPLETING THE DESIGN, ENGINEERING AND BID SPECIFICATION DOCUMENTS, CONSTRUCTION ADMINISTRATION, AND PERMIT MODIFICATIONS FOR THE MARINA PROJECT PHASES 2 AND 3 AND ADDITIONAL SERVICES FOR THE ENGINEERING AND DESIGN OF OVERFLOW PARKING LOTS LOCATED IN AND AROUND THE MARINA AND PROVIDING MARINA OPERATIONS AND MARKET ANALYSIS AND CONDUCTING A MARINA RATE STUDY AT THE RIVIERA BEACH MUNICIPAL MARINA; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM THE PALM BEACH COUNTY WATER ACCESS GRANT #424-0000-543-6-3103 AND THE FLORIDA INLAND NAVIGATIONAL DISTRICT GRANT #425-0000-543-1-3103; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach was awarded an extension to the \$5 million in Palm Beach County Public Water Access Grant with a substantial completion date of November 17, 2011, and a Florida Inland Navigational District Grant in the amount of \$475,000.00 with a completion date of September 1, 2012; and

WHEREAS, due to ongoing construction, the Riviera Beach Marina requires additional parking facilities for marina patrons; and

WHEREAS, the Design, Engineering and Bid specifications of the project(s) are necessary in order to proceed with phases two and three the development of the Public Marina.

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

SECTION 1. That the City Council approves the work order with Sea Diversified Inc. of Delray Beach Florida, per the attached scope of services and the F.I.N.D Grant budget.

SECTION 2. The Interim Finance Director is authorized to appropriate funds from the Palm Beach Water Access Grant funds account number 424-0000-543-6-3103, and the Florida Inland Navigational District Grant funds 425-0000-543-1-3103, with the payment being made the same.

SECTION 3. That the City Manager is authorized to approve change orders not to exceed ten percent (10%) of the work order amount.

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

PASSED AND APPROVED this 5TH day of OCTOBER, 2011

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APPROVED:


THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM

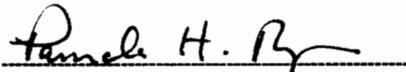

DAWN S. PARDO
COUNCILPERSON

ABSENT
CEDRICK A. THOMAS
COUNCILPERSON

ABSENT
SHELBY L. LOWE
COUNCILPERSON

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

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/27/11

RESOLUTION NO. 137-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED THE BID FOR RECONSTRUCTION OF WEST 35TH STREET BETWEEN AVENUE O AND AVENUE R TO B&B UNDERGROUND CONTRACTORS, INC. IN THE AMOUNT OF \$526,114.75; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, bids for reconstruction of West 35th Street were opened on July 28, 2011; and

WHEREAS, the apparent low bidder, Devland Site, Inc. withdrew its bid; and

WHEREAS, B&B Underground Contractors, Inc. is the low qualified 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 submitted by B&B Underground Contractors, Inc. for reconstruction of West 35th Street is accepted in the amount of \$526,114.75.

SECTION 2. The Mayor and City Clerk are authorized to execute the contract with B&B Underground Contractors, Inc.

SECTION 3. The City Manager is hereby authorized to approve change orders in the amount not to exceed 10% of the contract price.

SECTION 4. The Finance Director is authorized to make payment for same from the following accounts:

108-0716-541-1-6355	\$266,901
301-0716-541-4-6355	\$103,757
413-1437-533-0-6558	\$155,457
301-0716-541-4-3104	\$52,611

RESOLUTION NO. 137-11
PAGE 2

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

PASSED and APPROVED on this 5TH day of OCTOBER, 2011.

The remainder of this page has been left blank intentionally.

RESOLUTION NO. 137-11

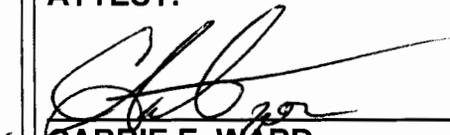
PAGE -3-

APPROVED:


THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM

ABSENT
CEDRICK A. THOMAS
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON

ABSENT
SHELBY L. LOWE
COUNCILPERSON
DISTRICT 5

MOTIONED BY: B. BROOKS

SECONDED BY: D. PARDO

B. BROOKS AYE

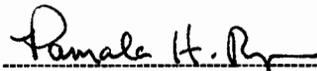
J. DAVIS AYE

C. THOMAS ABSENT

D. PARDO AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/27/11

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 5th day of October, 2011 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as the CITY, and B&B Underground Contractors, Inc., [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 65-1043589.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide construction services in the area of construction of West 35th Street Improvements, between Avenue R and Avenue O in the City of Riviera Beach, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

The CITY'S representative/liaison during the performance of this Contract shall be Ricardo Wiswell, Engineering Technician. Telephone No. (561) 845-4191.

ARTICLE 2 - SCHEDULE

- A. **Time of Completion** - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within one hundred twenty (120) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.

- B. **Deduction for not completing on time** - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to two hundred dollars (\$200) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein. It is agreed that these liquidated damages are a good faith and reasonable pre-estimate of CITY'S actual damages due to delay by CONTRACTOR because it is difficult, if not impossible, to accurately estimate the actual damages suffered by CITY due to any such delay.

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

ARTICLE 3 - PAYMENTS TO CONTRACTOR

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

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

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

Handwritten initials

ARTICLE 6 - PERSONNEL

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

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance, in writing and at the CITY's sole discretion, of the new subcontractor by the CITY. The CITY shall not unreasonably deny the request. However, the CONTRACTOR must demonstrate that the subcontractor being replaced is unable to perform the work, is performing the work poorly or untimely, or is unable to meet the

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requirements of the contract with the CITY. The CITY will not address issues related to the CONTRACTOR's specific agreement with the subcontractor including issues of pricing.

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

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

ARTICLE 8 - M/WBE PARTICIPATION

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

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

In accordance with the CITY'S M/WBE Ordinance #2412, as amended, the CONTRACTOR agrees to the M/WBE participation for this Contract and agrees to abide by the provisions of the M/WBE Ordinance.

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

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - AVAILABILITY OF FUNDS

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

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ARTICLE 11 - INSURANCE

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

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

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

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

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

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

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ARTICLE 12 - INDEMNIFICATION

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

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

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 - VENUE

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

ARTICLE 15-REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter

existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

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

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

ARTICLE 17 - DELAYS AND EXTENSION OF TIME

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

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

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

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

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

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

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ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENFORCEMENT COSTS

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

Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

ARTICLE 25 - AUTHORITY TO PRACTICE

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

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

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

ARTICLE 28 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 29 - NOTICE

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

City of Riviera Beach
Attn: Ricardo Wiswell
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

And if sent to the CONTRACTOR shall be mailed to:

B&B Underground Contractors, Inc.,
Attn: O'Neal Bates
6900 Dwight Road
West Palm Beach, FL 33411

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 31 - SPECIAL CONDITIONS

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

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

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

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

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

ARTICLE 32 – INSPECTION OF WORK

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

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

ARTICLE 33– WARRANTY/GUARANTY

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this Contract as it relates to the construction of West 35th Street Improvements, between Avenue O and Avenue R (RJ Hendley) shall be guaranteed by the Manufacturer, if any, for a period of ONE year from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, including but not limited to drainage, water main, and sanitary sewer systems, subgrade, base, pavement, concrete work, striping, signage and any site restoration, for a period of ONE year. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly

AB

with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to construct West 35th Street Improvements between Avenue O and Avenue R.

ARTICLE 34 - PROTECTION OF WORK AND PROPERTY

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

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

ARTICLE 35 - TIME

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

ARTICLE 36 - TERMINOLOGY AND CAPTIONS

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

ARTICLE 37 - WAIVER

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

ARTICLE 38 - PREPARATION

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

ARTICLE 39 - MATERIALITY

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

ARTICLE 40 - REPRESENTATIONS/BINDING AUTHORITY

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

ARTICLE 41 - EXHIBITS

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

ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of Invitation for Bid, Plans, Specifications and Bid Schedule. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and the Invitation for Bid, Plans, Specifications and Bid Schedule. To the extent that there exists a conflict between this Contract, and the Plans and Specifications, 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.

AB

ARTICLE 43 - LEGAL EFFECT

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

ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 45 - SURVIVABILITY

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

ARTICLE 46 - DEFAULT

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

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

CONTRACTOR or for the CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

ARTICLE 47 - WAIVER OF SUBROGATION

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

ARTICLE 48 - RIGHT TO REVIEW

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

ARTICLE 49 - SUBRECIPIENT REQUIREMENTS

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

ARTICLE 50 - WAIVER OF TRIAL BY JURY

IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND CONTRACTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY

AOB

RIGHT TO A TRIAL BY JURY. CITY AND CONTRACTOR HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

SIGNATURES ON FOLLOWING PAGE

AKB

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

CITY OF RIVIERA BEACH

CONTRACTOR

BY: Thomas A. Masters
THOMAS A. MASTERS,
MAYOR

BY: [Signature]
O'NEAL BATES
PRESIDENT

ATTEST:

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

APPROVED AS TO TERMS AND
CONDITIONS

BY: [Signature]
MARY MCKINNEY
COMMUNITY DEVELOPMENT DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: [Signature]
PAMALA H. RYAN,
CITY ATTORNEY

Date: 10/4/11

[Handwritten initials]

EXHIBIT "A"

SCOPE OF WORK

This project involves the full reconstruction of West 35th Street between Avenue O and Avenue R in the City of Riviera Beach. The work includes, but is not limited to, the installation limerock base, asphaltic pavement, concrete sidewalks, concrete curb and gutter, reinforced concrete drainage pipe and inlet structures, exfiltration trench, replacement of existing water main and services, installation of fire hydrants and appurtenances, replacement of existing sanitary sewer system manholes and lines, including lateral services and cleanouts, traffic calming devices, striping and signage, and grouting, adjustment, proper disposal or abandonment of existing utilities.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

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

AB

EXHIBIT "B"

PROJECT: West 35th Street Improvements, Avenue R to Avenue O

CONTRACTOR: B+B Underground Contractors Inc.

W. 35TH STREET RECONSTRUCTION - CDBG PHASE XII						
BID SCHEDULE						
Item No.	Pay Item No	Item Description	Unit	Estim. Qty.	Unit Price	Extended Price
ROADWAY						
1	101-1	Mobilization	LS	1	25,000.-	25,000.-
2	102-1	Maintenance of Traffic	LS	1	12,000	12,000.-
3	104-0	Erosion and Turbidity Control	LS	1	3,000	3,000.-
4	110-1-1	Clearing and Grubbing	LS	1	12,000	12,000.-
5	120-1	Excavation	LS	1	5,000	5,000.-
6	160-4	Stablized Subgrade (Type B)	SY	4290	3.25	13,942.50
7	230-1-4	Limerock Base Course (4" - Under Curb)	SY	700	8.00	5,600.-
8	230-1-8	Limerock Base Course (8")	SY	3600	15.00	54,000.-
9	286-1	Driveway Turnout (6" Concrete)	SY	550	50.00	27,500.-
10	331-72-10	Type S-III Asphaltic Concrete (1")	SY	3600	6.20	22,320.-
11	331-72-14	Type S-I Asphaltic Concrete (1")	SY	3600	6.20	22,320.-
12	400-4-15	Concrete Speed Hump	EA	2	5,000.-	10,000.-
13	425-1-201	Curb Inlet (Type 9)	EA	2	2,000.-	4,000.-
14	425-1-351	Curb Inlet (Type P-5)	EA	2	3,210.-	6,420.-
15	425-1-361	Curb Inlet (Type P-6)	EA	1	3,650.-	3,650.-
16	425-2-61	Drainage Manhole (Type P-8)	EA	1	4,500.-	4,500.-
17	425-2-101	Control Structure (Type J7 Manhole/CI(P-6))	EA	1	15,000.-	15,000.-
18	425-2-73	Drainage Manhole Ring&Cover(Type J-7 -Partia	EA	2	1,000.-	2,000.-
19	425-5-D	Drainage Manhole Cover (Adjust)	EA	3	350.-	1,050.-
20	425-78	Inlet Top Precast Slab (8")	EA	2	1,450.-	2,900.-
21	430-175-11	Concrete Pipe Culvert (18" Solid)	LF	362	30.-	10,860.-
22	430-860-4	Exfiltration Trench (18" slotted)	LF	250	60.-	15,000.-
23	520-1-10	Concrete Curb and Gutter (Type F)	LF	2600	11.-	28,600.-

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PROJECT: West 35th Street Improvements, Avenue R to Avenue O

CONTRACTOR: B+B Underground Contractors Inc.

W. 35TH STREET RECONSTRUCTION - CDBG PHASE XII BID SCHEDULE						
Item No.	Pay Item No	Item Description	Unit	Estim. Qty.	Unit Price	Extended Price
24	520-2-4	Concrete Curb (Type D)	LF	150	20.-	3,000.-
25	522-1	Concrete Sidewalk (4" Thick)	SY	1300	24.-	31,200.-
26	570-1-2	Sod (St. Augustine)	SY	500	3.-	1,500.-
27	700-95	Project Identification Sign	EA	2	1,000	2,000.-
28	9999	Record Drawings	LS	1	10,980	10,980.-
SIGNING AND MARKING.						
29	700-40-1	Sign (Single Post)	AS	4	215.-	860.-
30	706-3	Retro-Reflective Pavement Marker	EA	54	4.50	243.-
31	711-11-241	Skip Stripe Thermoplastic (6" Yellow 10'-30')	LF	1110	.90	999.-
32	711-11-111	Solid Stripe Thermoplastic (6" White)	LF	2700	.90	2,430.-
33	711-11-125	Solid Stripe Thermoplastic (24" White)	LF	24	3.50	84.-
34	711-11-221-2	Solid Stripe Thermo. (6" Double Yellow)	LF	200	2.50	500.-
WATER AND SEWER						
35	1010-3	Grout Existing Water Main	LF	1115	2.-	2,230.-
36	1080-11-304	6" Gate Valve	EA	5	800.-	4,000.-
37	1080-105-02	Sample Point	EA	4	300.-	1,200.-
38	1050-11-223	6" PVC Water Main	LF	1055	13.-	13,715.-
39	1050-11-423	6" DIP Water Main	LF	90	60.-	5,400.-
40	1610-142-06/90	6" 90 Degree Bend	EA	9	285.-	2,565.-
41	1610-142-06/45	6" 45 Degree Bend	EA	8	300.-	2,400.-
42	1055-11-423	6"X6" Tee	EA	4	500.-	2,000.-
43	1644-116	Fire Hydrant Assembly	EA	3	1500.-	4,500.-
44	1644-900	Fire Hydrant (Remove)	EA	1	200.-	200.-
45	1698-191-502	1" Single Water Service	EA	38	600.-	22,800.-

B+B

PROJECT: West 35th Street Improvements, Avenue R to Avenue O

CONTRACTOR: B+B Underground Contractors Inc.

W. 35TH STREET RECONSTRUCTION - CDBG PHASE XII BID SCHEDULE						
Item No.	Pay Item No	Item Description	Unit	Estim. Qty.	Unit Price	Extended Price
46	173-76	Grout Existing 8" Sanitary Sewer	LF	1185	4.25	5,036. ²⁵
47	1050-11-224	8" PVC Sanitary Main	LF	1197	30. ⁰⁰	35,910. ⁻
48	425-2-61	Sanitary Sewer Manhole (Type P-8)	EA	5	3750. ⁻	18,750. ⁻
49	1055-11-274	Sanitary Sewer Cleanout	EA	44	300. ⁻	13,200. ⁻
50	425-5-S	Sanitary Sewer Manhole Cover (Adjust)	EA	5	350. ⁻	1,750. ⁻
51	1598-761-08D	Double Sanitary Sewer Service 6" PVC	EA	13	700. ⁻	9,100. ⁻
52	1598-761-08S	Single Sanitary Sewer Service 6" PVC	EA	21	500. ⁻	10,500. ⁻
CONTINGENCY						
53	120-6	Embankment (Compacted in place)	CY	100	1. ⁻	100. ⁻
54	327-70-1	Milling Existing Pavement	SY	100	6. ⁻	600. ⁻
55	425-6	Valve Box (Adjust)	EA	2	100. ⁻	200. ⁻
56	550-10-118	Relocate Chain Link Fence (4' High)	LF	200	25. ⁻	5,000. ⁻
57	425-1	Conflict Structure (Type C)+Slab+J-7 MH	EA	1	2,000. ⁻	2,000. ⁻
58	400-0-11	Gravity Wall (Max. 24" Height)	LF	50	50. ⁻	2,500. ⁻
BID TOTAL						\$526,114.⁷⁵

BID TOTAL, THE AMOUNT OF Five hundred twenty - six
thousand, one hundred fourteen and
seventy-five cents DOLLARS (\$ 526,114.⁷⁵)

Submitted By: Phil DeLo

Handwritten initials

PROJECT: West 35th Street Improvements, Avenue R to Avenue O

CONTRACTOR: B + B Underground Contractors Inc.

W. 35TH STREET RECONSTRUCTION - CDBG PHASE XII						
BID SCHEDULE						
Item No.	Pay Item No.	Item Description	Unit	Estim. Qty.	Unit Price	Extended Price

Signed: [Signature]

Name Printed: Onal Bates

Title: President

Address: 6900 Dwight Road
West Palm Beach, FL 33411

Phone: 561-682-3310

Date: (28) ~~561-682-3~~ 7/26/11

not

RESOLUTION NO. 138-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 335-11 FOR DEMOLITION OF THE SEA CHEST, MARINA DRY STORAGE AND OFFICES TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, THE BG GROUP, LLC, A CERTIFIED MINORITY BUSINESS ENTERPRISE, LOCATED IN BOCA RATON, FLORIDA, IN THE AMOUNT OF \$21,785.00; AUTHORIZING THE PURCHASING DIRECTOR TO ISSUE APPROPRIATE PURCHASE ORDERS FOR THE EXECUTION OF THE WORK IN ACCORDANCE WITH THE SPECIFICATIONS AND GENERAL CONDITIONS OF BID #335-11; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBER 001-0717-515-0-3106 IN THE AMOUNT OF \$8700.00 AND ACCOUNT NUMBER 422-0000-575-0-3106 IN THE AMOUNT OF \$13,085.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City's Procurement Ordinance (2412), an Invitation for Bids was publicly solicited for the demolition of the "Sea Chest, Marina Dry storage and offices"; and

WHEREAS, four (4) companies responded to Invitation for Bids No. 335-11 and The BG Group LLC of Boca Raton, Florida, a certified minority business, submitted the lowest responsive and responsible bid in the amount of \$21,875.00.

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

SECTION 1. The City Council hereby accepts staff's recommendation to award the bid for the demolition of the "Sea Chest, Marina Dry storage and offices" to The BG Group LLC of Boca Raton, Florida.

SECTION 2. The City Council authorizes the Interim Finance Director to make payment for the stated services and provide a project contingency.

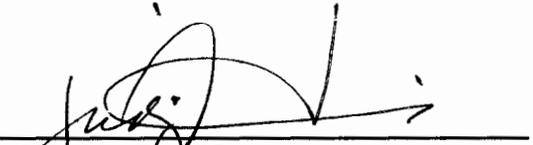
SECTION 3. The City Manager is authorized to approve change orders in an amount not to exceed 18% of the total purchase order amount.

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

PASSED AND APPROVED this 5TH day of October 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

ABSENT
CEDRICK A. THOMAS
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON

ABSENT
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. BROOKS

B. BROOKS AYE

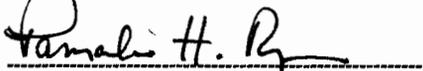
J. DAVIS AYE

C. THOMAS ABSENT

D. PARDO AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/29/11

RESOLUTION NO. 139-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PAYMENT TO PROMOTION CONSULTING LTD FOR ADMINISTERING THE CAPTAIN OF POLICE TEST AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM HUMAN RESOURCES OPERATING SUPPLIES GENERAL 001-0511-513-0-5201 IN THE AMOUNT OF \$14,150 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council approved the unclassified position of Captain of Police; and

WHEREAS, staff obtained the services of Promotion Consulting LTD to assist with the Captain of Police selection process; and

WHEREAS, the fee of \$14,150 exceeds staff's limit of approval to pay the invoice; and

WHEREAS, approval of this resolution will allow staff to pay the invoice to Promotion Consulting LTD for administering the Captain of Police Test.

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

SECTION 1. That the Interim Finance Director is authorized to make payment of \$14,150 to Promotion Consulting LTD from Human Resources Operating Supplies General 001-0511-513-0-5201 for providing services to the City for administering the Captain of Police Promotional Test.

RESOLUTION NO. 139-11
PAGE -2-

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

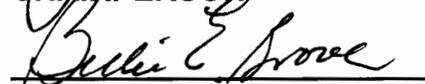
**PASSED AND APPROVED this 5TH day of OCTOBER,
2011.**

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RESOLUTION NO. 139-11
PAGE -3-

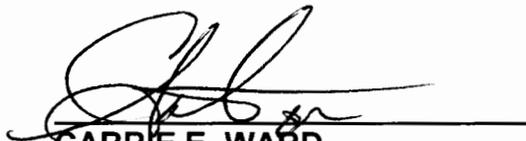
APPROVED:


THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

BILLIE E. BROOKS
CHAIRPERSON PRO TEM

ABSENT
CEDRICK A. THOMAS
COUNCIL PERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
COUNCIL PERSON

ABSENT
SHELBY L. LOWE
COUNCIL PERSON

Motioned by: B. BROOKS

Seconded by: D. PARDO

J. DAVIS AYE

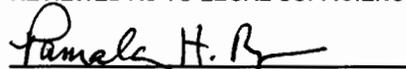
B. BROOKS AYE

C. THOMAS ABSENT

D. PARDO AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY


Pamala H. Ryan
City Attorney

DATE 9/28/11

RESOLUTION NO. 140-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, TO AWARD BID NO. 308-11 FOR STORAGE AREA NETWORK AND SERVER VIRTUALIZATION PRODUCTS AND SERVICES IN THE AMOUNT OF \$158,103.49 TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER TERREMARK NORTH AMERICA, INC. AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE APPROPRIATE CONTRACT UPON THE REVIEW AND APPROVAL OF THE CITY ATTORNEY; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBERS 310-0243-519-0-6452 AND 310-0243-519-0-6454; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has 21 computer servers which are currently out of warranty and are at end of life and must be replaced in order to maintain a reliable and efficient computer network environment; and

WHEREAS, staff has evaluated available options for the replacement of the end of life computer servers and has determined that implementing a virtual server solution complimented with a storage area network (SAN) will provide the most reliable, cost effective and flexible resolution; and

WHEREAS, the City advertised and solicited bids for VMware vSphere servers and NetApp SAN products, Bid # 308-11; and

WHEREAS, the City received bids and staff recommends that Bid # 308-11 be awarded to Terramark of North America, Inc. which has been evaluated as the lowest responsive and responsible bidder in the amount of \$158,103.49; and

WHEREAS, funding for this project has been authorized by the City Council in the current fiscal year capital budget (2011/2012).

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 award of Bid #308-11 to Terramark of North America, Inc. for VMware vSphere, servers and NetApp SAN products, data migration services, training, consulting and professional integration services in the amount of \$158,103.49.

RESOLUTION NO. 140-11
PAGE 2

SECTION 2. That the City Manager is authorized to approve change orders in an amount not to exceed 16 percent (16%) of the approved capital project budget.

SECTION 3. Staff recommends that City Council award **Bid # 308-11** to Terremark North America, Inc., the lowest responsive and responsible bidder and authorize the mayor and City Clerk to execute the appropriate agreement upon the review and approval of the City Attorney.

SECTION 4. The City Council authorizes the Interim Finance Director to pay this amount from Account #'s 310-0243-519-0-6452 and 310-0243-519-0-6454.

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

PASSED AND APPROVED THIS 5TH **DAY OF** OCTOBER, **2011.**

RESOLUTION NO. 140-11
PAGE 3

APPROVED:

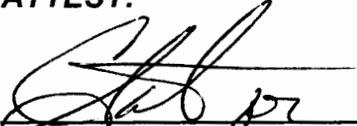


THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

ATTEST:

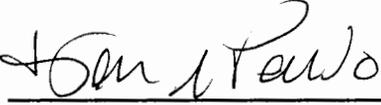


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



BILLIE E. BROOKS
CHAIR PRO TEM

ABSENT
CEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON

ABSENT
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. BROOKS

B. BROOKS AYE

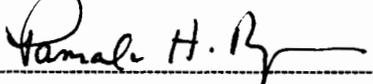
J. DAVIS AYE

C. THOMAS ABSENT

D. PARDO AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

RESOLUTION NO. 141-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING ARTHUR J. GALLAGHER & COMPANY – MIAMI TO PLACE THE APPROPRIATE COVERAGES, AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE INSURANCE LIABILITY FUND ACCOUNT NO. 602-0539-5130-4501 UP TO THE AMOUNT OF \$1,970,863.00 TO ARTHUR J. GALLAGHER & CO. - MIAMI FOR RISK PACKAGE FIXED COSTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is in need of its Worker's Compensation/Liability and Property/Casualty Protected Self-Insurance Program to be renewed for one year (2011-2012); and,

WHEREAS, a proposal from Arthur J. Gallagher & Co. – Miami provide the costs and services which best serve the City of Riviera Beach's interest at a total fixed cost not to exceed \$1,970,863.00; and,

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

SECTION 1. That Arthur J. Gallagher & Company – Miami provide a comprehensive protected Self-Insurance Program and place coverages as appropriate.

SECTION 2. That the Interim Finance Director is authorized to make payments from Account Number 602-0539-513-0-4501 in the total amount not exceeding \$1,970,863.00 to Arthur J. Gallagher & Company – Miami for risk package fixed costs.

SECTION 3. That this Resolution shall take effect October 1, 2011 upon its passage and approval by City Council.

PASSED AND APPROVED this 5TH day of OCTOBER, 2011.

RESOLUTION NO. 141-11
PAGE -2-

APPROVED:



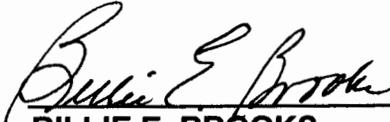
THOMAS A. MASTERS
MAYOR



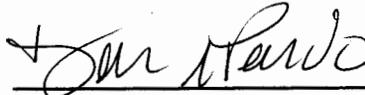
JUDY L. DAVIS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



BILLIE E. BROOKS
CHAIR PRO TEM



DAWN S. PARDO
COUNCILPERSON

ABSENT

SHELBY L. LOWE
COUNCILPERSON

ABSENT

CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. BROOKS

J. DAVIS AYE

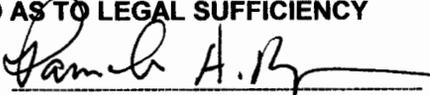
B. BROOKS AYE

D. PARDO AYE

S. LOWE ABSENT

C. THOMAS ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE:

RESOLUTION NO. 142-11

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 WITH GALLAGHER BASSETT SERVICES AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE MONTHLY PAYMENTS FROM THE INSURANCE LIABILITY FUND ACCOUNT NO. 602-0539-513-0-3101 UP TO THE AMOUNT OF \$86,813.00 FOR CLAIMS ADMINISTRATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Gallagher Bassett Services, Inc. submitted a proposal for Claims Administration and Loss Control Services; and

WHEREAS, Gallagher Bassett Services, Inc. has positively performed while providing Claims Administration and Loss Control Services to the City of Riviera Beach.

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

SECTION 1. That Mayor and City Clerk are authorized to execute an Agreement with Gallagher Bassett Services to provide Claims Administration and Loss Control Services.

SECTION 2. That the Interim Finance Director is authorized to make monthly payments from Account No. 602-0539-513-0-3101 in the amount not exceeding \$86,813.00 to Gallagher Bassett Services.

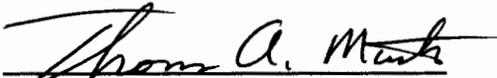
SECTION 3. A copy of the Agreement is attached hereto and made a part hereof.

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

PASSED AND APPROVED this 5TH day of OCTOBER, 2011.

RESOLUTION NO. 142-11
PAGE -2-

APPROVED:

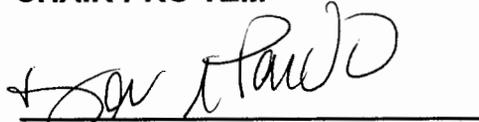

THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

ATTEST

GARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
CHAIR PRO TEM


DAWN S. PARDO
COUNCILPERSON

ABSENT
SHELBY L. LOWE
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. BROOKS

J. DAVIS AYE

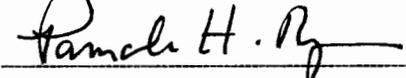
B. BROOKS AYE

D. PARDO AYE

S. LOWE ABSENT

C. THOMAS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE:



THIRD PARTY ADMINISTRATOR AGREEMENT

This Third Party Administrator Agreement (“Agreement”) is made and entered into as of October 1, 2011 (“Effective Date”) by and between **Gallagher Bassett Services, Inc.**, a Delaware corporation together with its subsidiaries and affiliates (“GB”) with its principal place of business at Two Pierce Place, Itasca, Illinois 60143 and **City of Riviera Beach, Florida**, with its principal place of business at 2051 Martin Luther King, Jr., Port Center Building, 3rd Floor, Riviera Beach, FL 33404 (“CLIENT”).

WHEREAS, GB provides certain third party administration services; and

WHEREAS, CLIENT desires to retain GB to provide certain third party administration services and GB desires to provide such services to CLIENT.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Section 1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

Allocated Expenses. Any cost or expense incurred by CLIENT or by GB in connection with any services of any third party provided in connection with any investigation, adjustment, settlement or defense of a Claim. Allocated Expenses shall include, but not be limited to, the following costs and expenses whether directly incurred by GB for CLIENT or charged to GB by third parties: all costs and fees for any and all legal services, court costs and costs of suit, professional photographs, medical records, experts’ rehabilitation costs, accident reconstruction, architects, contractors, engineers, police, fire, coroner, weather or other such reports, property damage appraisals, costs for witness statements, outside resources or adjusters, official documents and transcripts, sub rosa investigations, medical examinations, subrogation, second injury fund recovery, travel made at CLIENT’s request, court reporters, fees for service of process, pre- and post-judgment interest paid, chemists, collection costs or any other similar costs, any fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss, managed care, outside investigation, index bureau reporting, file management and retrieval, services provided by GB and outside vendors to assist the CLIENT in compliance MMSEA, and legal bill auditing.

Claim. Any report of injury or accident (first or third party) alleging or resulting in injury, damage, or loss which could give rise to a demand for the payment of money.

Claimant. Any person or entity, who directly or indirectly submits a Claim to GB.

CMS. The Centers for Medicare and Medicaid Services under MMSEA.

Confidential Information. Information furnished by either party hereto or its representatives (“Disclosing Party”) to the other party (“Receiving Party”) whether furnished before, on or after the Effective Date, regardless of the manner furnished relating to the business, Claimant, customers, products and affairs of the Disclosing Party (including without limitation, marketing, information) deemed or treated confidential by the Disclosing Party, or which the Receiving Party knows or reasonably should have known to be confidential, and trade secrets, including without limitation designs, processes, pricing policies, methods, inventions, technology, technical data, and financial information. Confidential Information shall not include information concerning Disclosing Party which (a) is or becomes generally available to the public or within the industry to which such information relates other than as a result of a breach of this Agreement by the Receiving Party, or (b) at the time of disclosure to Receiving Party by Disclosing Party was already known by Receiving Party as evidenced by its written records, or (c) becomes available to the Receiving Party on a non-confidential basis from a source that is entitled to disclose it on a non-confidential basis, or (d) was or is independently developed by or for the Receiving Party without reference to the Confidential Information.

Discretionary Settlement Authority. The amount up to which GB is authorized to make payment, for loss or expense, as GB deems necessary. This amount is set forth on Exhibit A attached hereto.

Managed Care. Any services provided to, or related to, a Claimant pertaining to medical care and any information related thereto, including, but not limited to, preferred provider organization networks, state fee scheduling, usual, customary and reasonable bill review, medical case management and vocational rehabilitation network, utilization review services, light-duty and return-to-work programs, prospective injury management services, hospital bill audit services, wholesale pharmaceutical network, and retail pharmaceutical network.

MIR. Mandatory Insurer Reporting under MMSEA.

MMSEA. Medicare, Medicaid, and SCHIP (State Children’s Health Insurance Program) Extension Act of 2007 (P.L. 110-173).

Program. Qualified Claims handled by GB on behalf of CLIENT pursuant to this Agreement.

Qualified Claim. A Claim GB is authorized and required to handle pursuant to this Agreement.

RISX-FACS®. GB’s proprietary risk management information system.

RRE. Responsible Reporting Entity under MMSEA.

Service Fees. Fees billed by GB to CLIENT for or related to the services provided for in this Agreement. Such Service Fees shall include, but not be limited to, those fees provided for on Exhibit A incorporated herein and attached hereto.

Service Instructions. Instructions on file with GB, as drafted by GB and CLIENT covering the process for handling Qualified Claims for CLIENT.

Term. The Term of this Agreement as set forth in Section 12.1.

Workers' Compensation - Medical Only Claim. A work-related Claim that involves medical treatment and related payments only. Any one of the following events will cause such a Claim to lose its medical only status and convert to an indemnity Claim: (i) threshold and other medical only requirements are not met, (ii) CLIENT either requires a vendor other than GB's preferred vendor to perform conditional payment research, or CLIENT uses GB's preferred vendor for conditional payment research and GB informs CLIENT that the file must be converted to indemnity, (iii) a Medicare-set-aside is required on the file, (iv) payments for indemnity or vocational rehabilitation are required, (v) Claim becomes contested or in suit, (vi) investigation is required, (vii) loss notices, captioned reports, client meetings or settlement authority is required, or (viii) payments on Claim exceed \$2,500.

Section 2. Obligations of GB.

- 2.1 With regard to Claims administration, GB shall provide the following services:
- a. Review each Claim and loss report submitted by the CLIENT.
 - b. Investigate each Qualified Claim to the extent deemed necessary by GB.
 - c. Maintain a record for each Qualified Claim that shall be available for review by the CLIENT.
 - d. Adjust, settle or resist all Qualified Claims within the Discretionary Settlement Authority limit or, with specific approval (or, as appropriate, acknowledgement) of the CLIENT, if outside the Discretionary Settlement Authority limit.
 - e. Perform necessary and customary administrative and clerical work in connection with each Qualified Claim, including to the extent applicable the preparation of checks or vouchers, releases, agreements and other documents needed to finalize a Qualified Claim.
 - f. Establish and update Claim reserves as needed.
 - g. Assist the CLIENT in establishing a banking arrangement for loss and expense payments as set forth in Section 4 of this Agreement.
 - h. Notify only CLIENT's agent or carriers which are specifically listed with detailed contact and timing information in the Service Instructions, as set forth in the Service Instructions, of all Qualified Claims which may exceed the CLIENT's retention or deductible and, if set forth in the Service Instructions, provide information on the status of such Qualified Claims as set forth in the Service Instructions.
 - i. Coordinate investigations on litigated Claims with attorneys representing CLIENT and with representatives of the carrier, as required.
 - j. Investigate and pursue subrogation possibilities on behalf of CLIENT in all states permitting subrogation. Funds received from all subrogation collections, less

Allocated Expenses, shall be considered revenue of CLIENT or its carrier as appropriate.

- k. Maintain an automated loss and information system, and provide CLIENT with reports from RISX-FACS® as set forth in the Service Instructions.
 - l. Provide forms, as determined by GB, needed to administer CLIENT's Program.
 - m. Provide ad hoc information, analysis, reports and services on a time and expense basis as requested by CLIENT and quoted by GB.
 - n. Assist CLIENT, as necessary, in selecting appropriate experts or specialists as each Claim may require.
 - o. Provide personnel needed to perform the services agreed to herein.
 - p. To the extent applicable, GB shall secure the services of a third party provider to assist CLIENT with its MIR obligations. GB shall have no obligation under this Agreement to perform any MIR on behalf of CLIENT.
 - q. With respect to self-insured qualification, as requested by CLIENT in writing, assist CLIENT in the filing of periodic reports and renewal applications required by state administrative agencies.
 - r. Report fraudulent or suspected fraudulent claims to state authorities as required by law.
- 2.2 **Risk Control Consulting.** GB shall provide those risk control consulting and appraisals or other services, set forth in Exhibit A or otherwise provided herein.
- 2.3 **Discretionary Settlement Authority.** The limit on any settlement payment by GB shall be the Discretionary Settlement Authority. It is agreed that GB shall have full authority in all matters pertaining to the payment, processing, investigation and administration of Qualified Claims or losses within this limit.
- 2.4 **Reporting.** GB shall be responsible for reporting to carriers Qualified Claims only as specifically set forth in the Service Instructions. GB has no responsibility to report Claims other than as specifically agreed to in this Agreement.
- 2.5 GB also agrees to perform GB's obligations according to the Service Instructions approved by GB and on file with GB, as may be amended from time to time.
- 2.6 Except as provided in Section 2 and 4, herein, GB shall have no obligation to provide any other services to CLIENT.

Section 3. Obligations of CLIENT.

- 3.1 CLIENT shall pay GB for services the sums set forth in Exhibit A. At the end of each Agreement period, the annual compensation shall be subject to adjustment.

Where applicable, GB shall reconcile the Claim counts at the 18th and 24th month from the inception date of the Agreement and annually thereafter. CLIENT shall pay GB any additional fees due or be entitled to a refund as a result of these reconciliations.

- 3.2 CLIENT shall report all Qualified Claims to GB. CLIENT shall report each Qualified Claim to GB in a timely manner to allow GB to submit the first reports of injury for each Qualified Claim to the applicable state and to comply with all applicable laws, rules and regulations.
- 3.3 CLIENT or its carrier shall provide funds for the payment of Qualified Claims, Allocated Expenses, bank charges and any fees related to Managed Care services, if applicable. GB shall not be required to advance funds to pay losses, Allocated Expenses, bank charges, or Managed Care services fees. In the event that GB, in its discretion, advances funds to pay amounts owed by CLIENT in any respect, CLIENT agrees to repay such funds to GB immediately on demand by GB. In the event CLIENT fails to repay such funds within 30 days of demand by GB, CLIENT agrees to also pay to GB interest on the outstanding principal amount of such funds due to GB at the lesser of 1% per month or the maximum rate allowed by law.
- 3.4 CLIENT acknowledges and agrees that CLIENT or CLIENT's insurance carrier has an obligation to perform MIR as set forth in Section 111 of the MMSEA. MMSEA provided for mandatory reporting requirements for group health plan arrangements and for liability insurance (including self-insurance), no-fault insurance, and workers' compensation (see 42 U.S.C. 1395y(b)(7) & (8)). CLIENT agrees to properly register (or, as appropriate, to cause its insurance carrier to properly register) with the CMS as the RRE provide to GB all relevant information including the RRE Identification Number(s) assigned, and properly designated a MIR reporting agent acceptable to GB. CLIENT agrees that for each and every claim reported to GB in which CLIENT possesses the information, CLIENT shall provide the following information as soon as required to comply with applicable law and avoid fines and penalties: claimant's first and last name, social security number, date of birth and gender. CLIENT consents to the disclosure of any required information to GB's designated third party for processing CLIENT's MIR. CLIENT further understands that there may be fees associated with the third party's services in order to facilitate proper claim handling under MMSEA, which fees will properly be Allocated Expenses. CLIENT acknowledges receipt of the third party's schedule of service fees associated with proper claim handling under MMSEA.
- 3.5 CLIENT shall pay all fees and assessments in connection with the reports and renewal applications filed in accordance with section 2.1q of this Agreement.

Section 4. Loss Fund Claim Reimbursement

- 4.1 CLIENT's method of loss fund claims reimbursement shall be SIMMS banking as set forth below:
- 4.2 **Banking-SIMMS.**

- a. GB shall provide an on-line check data and banking communication system known as "APACS," which provides for automated payments and control. The account will be funded by CLIENT or its carrier and maintained with Citibank to administer a SIMMS cash management program. Such cash management program will deal directly with the funding program of CLIENT's banking facility. GB will assist CLIENT in establishing the initial imprest/opening balance of the fund. The details of CLIENT's program are set forth in a letter agreement between CLIENT, Citibank N.A. and Arthur J. Gallagher & Co. (GB) (hereafter the "Account Parameter Agreement"). In addition, GB will analyze the account from time to time and will submit advisory reports, including any excess or deficiencies to the imprest/opening balance. As a result of the advisories, the CLIENT agrees to fund any imprest increase within 30 days of notification. Changes to the frequency of funding and/or imprest/opening balance will require the execution of a new Account Parameter Agreement.
- b. In the event of cancellation or nonrenewal of this Agreement, CLIENT agrees to fund Citibank in an amount sufficient to fund all of CLIENT's outstanding obligations as they become due.
- c. If, at any time, CLIENT or its carrier fails to provide adequate funding, GB may issue "stop payment" orders on outstanding payments. Any bank charges resulting from inadequate funding including, but not limited to, interest, stop payment charges and overdraft fees shall be the obligations of CLIENT and shall be paid by CLIENT upon demand by GB.
- d. If CLIENT or its carrier on more than one occasion fails to provide adequate funding, GB shall have the right to convert CLIENT's program to either daily clearance or voucher upon 48 hours notice to CLIENT. This right shall be without prejudice to other rights of GB under this Agreement.

Section 5. Payment and Collection Matters.

- 5.1 **Service Fees and Other Charges.** CLIENT shall pay the Service Fees and any and all other charges as provided herein and as billed by GB. Service Fees are payable by CLIENT immediately upon receipt of an invoice. GB reserves the right to charge and CLIENT agrees to pay the lesser of 1% per month, or the maximum legal rate, on balances unpaid by CLIENT after 30 days.
- 5.2 **Increased Fees.** GB reserves the right to modify fees if in the reasonable discretion of GB, GB determines either of the following:
 - a. That the historical data upon which GB's fees and service charges developed were based upon erroneous, obsolete or insufficient information, or that a change in CLIENT's business will materially change the nature and/or volume of its business or claims as contemplated at the inception of the Agreement.

By way of illustration only and not limitation, it shall be presumed that historical data was erroneous or obsolete or a material change has occurred in client's business if the ratio of medical only to indemnity files or the ratio of run-in to new files changes such

that it results in at least a ten percent variance from the data upon which a quote was provided, or if requested settlements or reserve changes are repeatedly not approved within 30 days of request.

- b. Legislative and/or regulatory requirements materially impact or change the scope of GB's services or responsibilities.
- 5.3 **Taxes.** CLIENT shall be responsible for and pay GB any and all applicable taxes, duties, and assessments, including but not limited to sales, use, ad valorem and excise taxes, duties and assessments, which are assessed, levied or imposed by any governmental entity or tax authority in connection with any services rendered by GB hereunder. Furthermore, CLIENT shall be responsible for and pay any interest or penalties assessed on such tax for non-payment of such taxes by CLIENT.
- 5.4 **Claim Charges.** The Claim charge is applicable on a per occurrence, per Claimant, per line of coverage basis as defined in the RISX-FACS® system.
- 5.5 **Non-U.S. Dollar Transaction.** In the event that GB handles any non-U.S. Dollar Claims, CLIENT understands and recognizes that currency exchange rates are subject to change without notice and are not within the control of GB. CLIENT agrees that GB will be held harmless from any additional charges, fees or expenses incurred by CLIENT because of such currency rate fluctuations.
- 5.6 **Managed Care.** At no additional cost to CLIENT, Managed Care vendors may pay GB an administrative fee in exchange for bona fide administrative services. The administrative services may include, but not be limited to overhead costs for the oversight and management of Managed Care vendors which includes the development and oversight of quality standards, development and maintenance of EDI interfaces and reports, monitoring of Managed Care vendor performance, and ensuring proper mandatory state compliance and reporting. It is understood by the parties that the administrative costs as described herein are to be borne solely by GB and will not be a factor in determining the costs to GB of administering CLIENT's Claims under this Agreement.
- 5.7 **Survival.** CLIENT'S obligations provided for in this Section 5 shall survive the termination of this Agreement.
- 5.8 **Property Catastrophe Charges.** Any property loss involving ten (10) or more Qualified Claims as a result of a single event (i.e., hurricane, tornado, flood, earthquake, etc), will be billed on a time and expense basis, and paid as an allocated claim expense against the Claim file. GB, at its discretion, reserves the right to utilize outside resources (adjusters) for the purpose of expediting the claim handling, as a result of the catastrophic event.

Section 6. Representations and Warranties.

- 6.1 **Representations and Warranties of GB.** GB represents and warrants as follows:
 - a. **Existence.** GB is a corporation, duly organized, validly existing and formed under the laws of the state of Delaware, and GB is duly qualified to carry on its business, and is

in good standing in each state in which the nature of its business and activities requires it to be so qualified.

- b. **Power and Authority.** GB has all requisite power and authority to enter into this Agreement and to perform its obligations under this Agreement. The consummation of the transactions contemplated by this Agreement will not violate, nor be in conflict with, (i) any provision of GB's Certificate of Incorporation, By-Laws or other governing documents, (ii) any material agreement or instrument to which GB is a party or is bound, or (iii) any judgment, decree, order, statute, rule or regulation applicable to GB.
- c. **Authorization.** The execution and delivery and performance of this Agreement by GB and the transactions hereby have been duly and validly authorized by all requisite corporate action to be taken by GB.
- d. **Execution and Delivery.** This Agreement has been duly executed and delivered on behalf of GB and all documents and schedules required hereunder to be executed and delivered by GB have been duly executed and delivered. This Agreement constitutes legal, valid and binding obligations of GB enforceable in accordance with their terms, subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application with respect to creditors, (ii) general principles of equity and (iii) the power of a court to deny enforcement of remedies generally based upon public policy.
- e. **Compliance with Laws.** GB shall perform its obligations provided for in this Agreement in compliance with all applicable federal and state laws.
- f. **Litigation.** There is no action, suit, investigation, complaint or other proceeding pending against GB or, to the knowledge of GB, threatened against GB that restricts in any material respect or prohibits the exercise of its rights under the Agreement or the performance of its obligations under this Agreement.

6.2 **Representations and Warranties of CLIENT.** CLIENT represents and warrants as follows:

- a. **Existence.** CLIENT is duly organized, validly existing and formed under the laws of the state of its jurisdiction, and CLIENT is duly qualified to carry on its business, and is in good standing in each state in which the nature of its business and activities requires it to be so qualified.
- b. **Power and Authority.** CLIENT has all requisite power and authority to enter into this Agreement and to perform its obligations under this Agreement. The consummation of the transactions contemplated by this Agreement will not violate, nor be in conflict with, (i) any provision of CLIENT's Certificate or Articles of Incorporation or Certificate of Formation, as applicable, By-Laws or other governing documents, (ii) any material agreement or instrument to which CLIENT is a party or is bound, or (iii) any judgment, decree, order, statute, rule or regulation applicable to CLIENT.

- c. **Authorization.** The execution and delivery and performance of this Agreement by CLIENT and the transactions hereby have been duly and validly authorized by all requisite corporate or other entity action to be taken by CLIENT.
- d. **Execution and Delivery.** This Agreement has been duly executed and delivered on behalf of CLIENT and all documents and schedules required hereunder to be executed and delivered by CLIENT have been duly executed and delivered. This Agreement constitutes legal, valid and binding obligations of CLIENT enforceable in accordance with their terms, subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application with respect to creditors, (ii) general principles of equity and (iii) the power of a court to deny enforcement of remedies generally based upon public policy.
- e. **Compliance with Laws.** CLIENT shall perform its obligations provided for in this Agreement in compliance with all applicable federal and state laws.
- f. **Litigation.** There is no action, suit, investigation, complaint or other proceeding pending against CLIENT or, to the knowledge of CLIENT, threatened against CLIENT that restricts in any material respect or prohibits the exercise of its rights under the Agreement or the performance of its obligations under this Agreement.
- g. **Recall of Claim.** Prior to placing a Qualified Claim with GB, CLIENT has recalled the Claim from any previous claim administrator.
- h. **True and Accurate Information.** All information provided by CLIENT to GB is true and accurate and may be relied upon by GB.
- i. **RRE.** To the extent applicable, CLIENT has properly registered with the CMS as the RRE.

Section 7. Foreign Corrupt Practices Act. CLIENT makes the following representations and warranties to GB:

- 7.1 In the event that (i) any CLIENT equity holder (unless CLIENT is publicly-traded), partner, officer, director, employee, or agent is or becomes an official or employee of any government, or of any department, agency, instrumentality, or political subdivision of any government, or of any political party, or of any public international organization; or (ii) an official or employee of any government, or of any department, agency, instrumentality, or political subdivision of any government, or of any political party, or of any public international organization, owns or acquires, directly or indirectly, any shares or other beneficial interest in CLIENT, CLIENT shall immediately inform GB of such fact in writing.

Section 8. Confidentiality.

- 8.1 **General.** In connection with the services provided hereunder, each party may disclose Confidential Information to the other. Each party agrees that it will not disclose any Confidential Information concerning the other to any third party without the prior written consent of the other party. Notwithstanding the foregoing, each party shall be permitted to

disclose Confidential Information to its parent, affiliates, subsidiaries, employees, directors, officers, independent contractors, agents, partners, attorneys, or vendors that have a need to know the Confidential Information. GB may use statistical information or other data, so long as the CLIENT's name and/or confidential data are adequately protected. If any information shared by CLIENT under this Agreement is deemed protected health information under the Health Insurance Portability and Accountability Act, as amended, this Agreement is deemed to incorporate all of the terms otherwise required to be included in a business associate contract relating to such information.

8.2 Nothing in this Agreement shall be deemed to prevent the Receiving Party (as defined in Section 1 under the definition of Confidential Information) from disclosing any Confidential Information of the Disclosing Party (as defined in Section 1 under the definition of Confidential Information) when requested or required to do so by a subpoena, civil investigative demand, other legal process, or by the authority of any State or Federal administrative agency or governmental body. In the event that the Receiving Party or its representatives become legally compelled to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of such requirement in order that the Disclosing Party may seek a protective order, other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order, other remedy or waiver is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information that, in the opinion of the Receiving Party's counsel, is legally required to disclose and shall exercise reasonable efforts to preserve the confidentiality of the Disclosing Party's Confidential Information.

8.3 Each party shall keep the terms of this Agreement confidential.

Section 9. Records Retention.

9.1 GB will retain claim files in storage facilities for 36 months following date of closure of the Claim unless otherwise required by contract or law. Thereafter, it will be the CLIENT's responsibility for continued file storage either based on a reassignment of that responsibility with the storage facility from GB to the CLIENT, or by return of the files to the CLIENT or to such location as may be designated by the CLIENT. GB will not be responsible for the destruction of files, but will have indicators in the storage data base available to the CLIENT as to which files can be considered for destruction should the CLIENT wish to pursue such action independently.

9.2 GB will maintain electronic copies of checks at the respective banks in accordance with the policies and procedures of such banks.

Section 10. Other Agreements.

10.1 **Subrogation.** To the extent GB is involved in pursuing recoveries against third parties or otherwise undertaking subrogation activities on behalf of CLIENT, GB is authorized to collect, in the name of the CLIENT or in the name of GB, all funds due as a result of such recovery or subrogation activities. GB shall not be required to establish any trust accounts for the benefit of CLIENT, but shall promptly and fully account for all funds so received.

- 10.2 **Escheat.** The parties acknowledge that any and all escheat and unclaimed property obligations of any type or variety lie with CLIENT and not GB. Pursuant to the other terms and conditions of this Agreement, GB shall provide CLIENT with such information and reports as reasonably required by CLIENT to perform this function.
- 10.3 **Sole Claims Administrator.** During the terms of this Agreement and except as otherwise agreed to by the parties hereto, CLIENT agrees that GB shall be the sole claims administrator with respect to the Claims listed in Exhibit and that all new claims that arise as a result of those Claims listed in Exhibit A shall be forwarded to GB. CLIENT agrees that GB shall have no duty to report claims to CMS that are not reported to GB; self-administered claims shall not be considered Qualified Claims under this Agreement.

Section 11. Indemnification.

GB Indemnity. GB agrees to defend, indemnify, protect, save and keep harmless CLIENT from any and all loss, cost, damage or exposure arising from (i) the breach of any representation, warranty or other covenant made by GB hereunder and (ii) the negligent acts or omissions of GB including, but not limited to, GB's obligations to secure the services of a third party provider to assist CLIENT with research and protection of MMSEA related lien obligations, if any. Nothing here shall be construed by the party as a waiver of the City's sovereign immunity as defined by section 768.28 Florida Statute.

- 11.1 **Cap on Amount of Indemnity.** Notwithstanding Section 11.1, CLIENT understands and agrees that claims administration services provided by GB pursuant to this Agreement are naturally subject to second-guessing with the benefit of hindsight; claims administration is more an art than an exact science, and problems associated with claims administration are not easily evaluated. Consequently, CLIENT agrees that GB's liability to CLIENT for claims, judgments, loss, expense, damages or costs arising from or in any way related to any alleged improper claims administration by GB shall not exceed the fee charged by GB to CLIENT as set forth on Exhibit A with respect to the specific claims alleged by CLIENT in good faith to have been improperly administered. In any suit or proceeding brought by CLIENT in any way alleging or suggesting improper claims administration, CLIENT shall be required to demonstrate such improper claims administration by clear and convincing evidence.
- 11.2 **Limitation on Liability.** Failure of GB to settle a Qualified Claim or loss within the Discretionary Settlement Authority shall not subject GB to liability to any party in the event of an adverse judgment entered by any court or the settlement of such Claim or loss for an amount in excess of such limit. GB shall have no liability or responsibility whatsoever with respect to any Claims that are not Qualified Claims.
- 11.3 **Medicare Liability Disclaimer.** CLIENT acknowledges that the only way to make certain Medicare's interests are protected and CLIENT is insulated from future liability concerning any conditional or future medical payments made by Medicare (other than making the payment payable jointly to the claimant and Medicare) is through a Claims Settlement Allocation (CSA). GB recommends this approach for CLIENT's protection. If CLIENT chooses to proceed with settlement without incurring the cost of a CSA, CLIENT will not be

insulated from future claims for reimbursement of amounts paid by Medicare and related costs.

11.4 **CLIENT Indemnity.** CLIENT agrees to defend, indemnify, protect, save and keep harmless GB from any and all loss, cost, damage or exposure arising from (i) the breach of any representation, warranty or covenant made by CLIENT hereunder, (ii) the negligent acts or omissions of CLIENT including but not limited to the timely and accurate remittance to GB of any information in CLIENT's possession required for MIR, and (iii) the failure of GB or any other person or entity to report any Claims that are not Qualified Claims. CLIENT further agrees to hold GB harmless for any expenses incurred related to the third party provider's services to assist CLIENT with its MMSEA obligations, if any.

11.5 **Survival.** The foregoing indemnification provisions shall survive termination of this Agreement.

Section 12. Termination.

12.1 This Agreement shall commence on the Effective Date and shall terminate on October 1, 2014, unless terminated earlier as may be provided herein.

12.2 Either party may cancel this Agreement at any time, for any reason, upon 60 (sixty) days prior written notice to the other party.

12.3 *To the extent Michigan workers compensation claims will be handled, the following terms shall apply:* Either party may cancel this Agreement at any time, for any reason, by giving the other party written notice of intent to cancel at least sixty (60) days in advance, with a copy to The State of Michigan, Department of Labor, Bureau of Workers' Disability Compensation ("the State"). Subsequent to either party hereunder giving the other party notice of cancellation, CLIENT shall continue to pay GB for the claims services hereunder at the terms and rates in effect on the date notice of cancellation is given and as further set forth below. In the event the parties agree that GB will not continue handling pending Claims, GB will remain obligated to handle such Claims until or unless GB is relieved of that responsibility in writing by the State.

12.4 Other than for CLIENT'S failure to pay amounts billed as described in Section 12.5 below, either party may terminate this Agreement upon 10 (ten) days written Notice to the other party, if the other party breaches the Agreement and such breach is not cured within 72 hours of receipt of a written notice clearly describing such failure and demanding cure.

12.5 If the CLIENT fails to pay any amounts billed, including but not limited to GB's service fee during the Agreement period; reconciliation billings; the service fee to continue handling claims past termination date; or bank charges, within 30 days, GB shall have the right to cancel the Agreement by giving the CLIENT ten (10) days notice in writing. After receipt of payment of all fees due, GB will then return all files to the CLIENT in an orderly manner. Costs for file transfer shall be the obligation of the CLIENT.

12.6 Either party may terminate this Agreement if the other party shall:

- a. Become insolvent or generally unable to pay its debts as they become due;

- b. Apply for, consent to, or acquiesce in, the appointment of a trustee, receiver, sequestrator or other custodian for any of its property, or make a general assignment for the benefit of its creditors;
- c. In the absence of any such application, consent or acquiescence, permit or suffer to exist the appointment of a trustee, receiver, sequestrator or other custodian for it or a substantial portion of its property, and such trustee, receiver, sequestrator or other custodian shall not be discharged within sixty (60) days;
- d. Permit or suffer to exist the commencement of any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law or any dissolution, winding up or liquidation proceeding, in respect of it, and, if any such case or proceeding is not commenced by it, such case or proceeding shall be consented to or acquiesced in by it or shall result in the entry of an order for relief or shall remain for sixty (60) days undismissed; or
- e. Take any formal action authorizing, or in furtherance of, any of the foregoing.

12.7 Actions following termination.

- a. In the event of cancellation or nonrenewal of this Agreement, GB may, at its sole discretion, continue to manage all pending run-off claims, and run-off claims incurred during the Term but not reported prior to the date of termination if CLIENT pays GB a mutually agreed upon per claim per year open fee to continue handling open claims. If run-off services are provided by GB, the services will be provided at a claims servicing branch selected by GB, and a reduced electronic RISX-FACS® reporting package will be provided at the CLIENT's expense. Banking and administration fees will be charged to the CLIENT as long as GB handles the claims.
- b. *To the extent Michigan workers compensation claims will be handled, the following terms shall apply:* In the event GB and CLIENT cannot agree to ongoing per claim per year open run-off fees, GB will so notify the State, and continue to service the Claims until the State has provided notice to both parties that a replacement Self Insured Claims Third Party Administrator has been approved to take over claim handling.
- c. Should CLIENT renew only a portion of the existing program under this Agreement (fewer states, locations, coverages, etc.), all open claims not part of the renewed portions of the program shall be considered in run-off and subject to per claim per year open fees to be agreed upon by the parties. A reduced electronic RISX-FACS® reporting package will be provided at the CLIENT's expense, as appropriate. Banking and administration fees will be charged to the CLIENT as long as GB handles the claims. Should no agreement be reached regarding these open claims, they will be returned to the CLIENT or forwarded to another party as designated by the CLIENT.
- d. Should the CLIENT elect to have the files returned to them, CLIENT agrees to reimburse GB for all payments made and subsequently paid by the bank, on behalf of the CLIENT, until all claims are closed within the RISX-FACS® system and all claim

files have been returned to the CLIENT. GB will provide an electronic, tape or paper copy of the claim information in RISX-FACS® at GB's prevailing rate on the date of termination. Upon delivery of this information to CLIENT, claim information may be deleted from the system.

Section 13. Miscellaneous.

13.1 **Amendment and/or Modification.** This Agreement, including all exhibits attached hereto, contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties. An electronic copy or facsimile will be considered an original for purposes of enforcement.

13.2 **Notice.** All notices, requests and other communications concerning this Agreement from either party to the other shall be in writing and delivered either personally or by certified mail, return receipt request or by overnight mail. Any such notice, request or other communication shall be deemed given on the date of personal delivery or, if mailed, on the date of mailing. All communications shall be addressed as follows:

If to GB: Chief Financial Officer
Gallagher Basset Services, Inc.
The Gallagher Centre
Two Pierce Place
Itasca, Illinois 60143-3141

With a copy to: General Counsel
Arthur J. Gallagher & Co.
The Gallagher Centre
Two Pierce Place
Itasca, Illinois 60143-3141

If to CLIENT: Ms. Marie Sullin
City of Riviera Beach, Florida
2051 Martin Luther King Jr.
Port Center Building, 3rd Floor
Riviera Beach, FL 33404

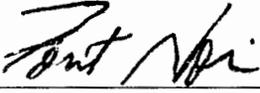
13.3 **Successors/Affiliates.** This Agreement shall be not be assignable by either party except with the prior written consent of the other party; provided, however, the services to be provided by GB hereunder may be provided in whole or in part by any affiliated entity of GB, at the sole discretion of GB. In such event, the terms of this Agreement shall be binding upon and shall inure to the benefits of such affiliated entity.

- 13.4 **Solicitation of Employees.** CLIENT agrees that, during the term of this Agreement and for a two-year period thereafter, CLIENT shall not, without the written consent of GB, solicit to hire on behalf of itself or others, any employee of GB who, during the term of this Agreement, has performed, or contributed to the performance of, services hereunder. CLIENT further acknowledges that the damages suffered by GB as a result of a breach of this obligation would be significant but not susceptible of easy calculation. Accordingly, in the event of a breach of the aforesaid obligation, CLIENT agrees to pay GB an amount equal to one hundred fifty percent (150%) of such employee's annualized salary amount at GB as of the date of breach.
- 13.5 **Independent Contractor.** It is understood by both parties that GB is engaged to perform services under this Agreement as an independent contractor of CLIENT and not as an agent of CLIENT.
- 13.6 **Governing Law.** This Agreement shall be governed by the laws of the State of Florida without regard to conflict of law rules.
- 13.7 **Counterparts.** This Agreement may be executed in counterparts (including by facsimile), all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party.
- 13.8 **Severability.** If any portion of this Agreement is determined to be illegal or unenforceable under the law, then the portion shall be stricken from the Agreement without effect to the remainder of the Agreement.
- 13.9 **Headings.** The descriptive headings of the several Sections of this Agreement were formulated, used and inserted in this Agreement for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

The parties hereto have caused this Agreement to be duly executed as of the date first referenced above.

Gallagher Bassett Services, Inc.

City of Riviera Beach, Florida

By: 

By: 

Name: Forrest Norris

Name: THOMAS A. MASTERS

Title: Chief Financial Officer

Title: MAYOR

Date: 9-23-11

Date: 10/5/11

ATTEST:


CARRIE E. WARD, MMC
CITY CLERK

**EXHIBIT A
SERVICES AND FEES**

Client: City of Riviera Beach, Florida

GB Client #: 000160

Service Period: From October 1, 2011 to October 1, 2012

SERVICES PROVIDED

A. Claims Administration

X Auto Liability – Bodily Injury (AB)	5,245
X Auto Liability - Property Damage (AD)	532
X Auto Physical Damage (APD)	0
X Gen. Liability - Bodily Injury (GB)	10,490
X Gen. Liability - Property Damage (GD)	532
X Products Liability	0
X Professional Liability	9,424
X Property	0
Workers' Compensation (WC)	
X Medical Only	8,624
X Indemnity	30,975
X Claim Reporting	

B. Information Services

RISX-FACS®

X Report Package
X risxfacs.com
Data Transfer
Other

SERVICES PROVIDED

C. Loss Funding

X SIMMS
Voucher
Client Owned Banking

D. Supplemental

Loss Notice Program Rpt. Level:
X Detailed Status Rpts. Rpt. Level:
\$50,000
Meetings
X Discretionary Settlement Authority:
\$5,000
X Coordination
X Audits
X Acknowledgements
Electronic Incidents
Update Appraisals
Risk Inspections
X Managed Care (Paid Off File -- see details on Cost & Terms provided)
X Index Bureau Reporting (Paid Off File)
X Incident Processing
X Outside Investigation (Paid Off File)

E. Risk Control Consulting

Risk Control Consulting -

TOTAL \$86,813.00

ADDITIONAL SERVICE TERMS AND CONDITIONS:

CLIENT WILL BE BILLED:

\$1,049 PER CLAIM FOR EACH AUTO LIABILITY BODILY INJURY CLAIM REPORTED
 \$532 PER CLAIM FOR EACH AUTO LIABILITY PROPERTY DAMAGE CLAIM REPORTED
 \$413 PER CLAIM FOR EACH AUTO PHYSICAL DAMAGE CLAIM REPORTED
 \$1,049 PER CLAIM FOR EACH GENERAL LIABILITY BODILY INJURY CLAIM REPORTED
 \$532 PER CLAIM FOR EACH GENERAL LIABILITY PROPERTY DAMAGE CLAIM REPORTED
 \$1,178 PER CLAIM FOR EACH PRODUCTS/PROFESSIONAL CLAIM REPORTED
 \$860 PER CLAIM FOR EACH PROPERTY CLAIM REPORTED
 \$176 PER CLAIM FOR EACH WORKERS' COMPENSATION MEDICAL ONLY CLAIM
 \$1,239 PER CLAIM FOR EACH WORKERS' COMPENSATION

PER CLAIM FEES SHALL INCREASE AT THE FOLLOWING RATES:

10/1/2011-10/1/2012-2% PER CLAIM RATE INCREASES.

10/1/2012-10/1/2013-2% PER CLAIM RATE INCREASES.

10/1/2013-10/1/2014-2% PER CLAIM RATE INCREASES.

BILLING AND PAYMENT TERMS:

Fee is payable in monthly installments beginning 10/1/11. Fees are payable upon receipt of invoice. GB reserves the right to charge 1% per month or the maximum legal rate, on balances unpaid after 30 days.

RESOLUTION NO. 143-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE LEGISLATIVE DIVISION'S 2011 - 2012 FISCAL YEAR BUDGET BY DELETING TWO (2) PART TIME UNCLASSIFIED LEGISLATIVE ASSISTANT POSITIONS AND ADDING ONE (1) FULL TIME TEMPORARY UNCLASSIFIED LEGISLATIVE AIDE POSITION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 2011 - 2012 Fiscal Year Legislative Division Budget includes six (6) part time unclassified Legislative Assistant positions for each of the elected officials; and

WHEREAS, two (2) of the elected officials request to employ one (1) full time temporary unclassified Legislative Aide position; and

WHEREAS, the 2011 - 2012 Legislative Division Budget must be amended to delete two (2) part time Legislative Assistant positions and add the one (1) legislative Aide position; and

WHEREAS, in order to enact this revision, this resolution must approved by City Council.

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

SECTION 1. That two (2) part time unclassified Legislative Assistant positions be deleted from the Legislative Division 2011 - 2012 Budget as follows:

JOB CLASSIFICATION LIST	POSITION	PAY GRADE	HOURLY RATE
ADMINISTRATIVE	LEGISLATIVE ASSISTANT	14	\$19.60 - \$30.24

RESOLUTION NO. 143-11
PAGE 2

SECTION 2. That the full time temporary unclassified position of Legislative Aide be added to the Legislative Budget:

JOB CLASSIFICATION LIST	POSITION	PAY GRADE	HOURLY RATE
ADMINISTRATIVE	LEGISLATIVE AIDE	16	\$21.14 \$32.76

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

PASSED AND APPROVED this 5TH day of OCTOBER, 2011.

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RESOLUTION NO. 143-11
PAGE 3

APPROVED:


THOMAS A. MASTERS
MAYOR

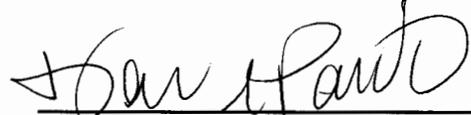

JUDY L. DAVIS
CHAIRPERSON


BILLIE E. BROOKS
CHAIRPERSON PRO TEM


CEDRICK A. THOMAS
COUNCIL PERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
COUNCIL PERSON

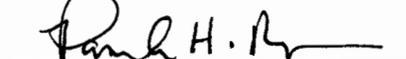
ABSENT
SHELBY L. LOWE
COUNCIL PERSON

Motioned by: B. BROOKS

Seconded by: D. PARDO

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

REVIEWED AS TO LEGAL SUFFICIENCY


Pamala H. Ryan
City Attorney

DATE 9/28/11