

RESOLUTION NO. 138-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DIRECTING STAFF TO DEVELOP NEW LAND DEVELOPMENT REGULATIONS PERTAINING TO DAYCARE USES FOR CONSISTENCY WITH HOUSE BILL NUMBER 1045; AND PROVIDE AN EFFECTIVE DATE.**

**WHEREAS**, House Bill 1045, signed on May 26, 2010, amended State laws regulating daycare uses in Palm Beach County and provided specific requirements for daycare establishments; and

**WHEREAS**, The State of Florida adopted House Bill 1045 to address various categories of daycare establishments; and

**WHEREAS**, the City of Riviera Beach Land Development Code currently permits the use of daycare facilities when all existing City regulations are satisfied; and

**WHEREAS**, it is the desire of the City Council of the City of Riviera Beach to adopt any necessary amendment to the City's Code of Ordinances governing daycare facilities within the City limits to be consistent with House Bill 1045.

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

**SECTION 1.** City Staff is directed to develop new regulations pertaining to daycare facilities to be consistent with State of Florida House Bill 1045 through the City's Land Development Regulation public hearing amendment process.

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

**PASSED AND APPROVED** this 3 day of November, 2010.

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

APPROVED:



THOMAS A. MASTERS  
MAYOR

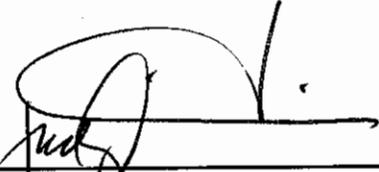
Absent

DAWN S. PARDO  
CHAIRPERSON

ATTEST:



CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK



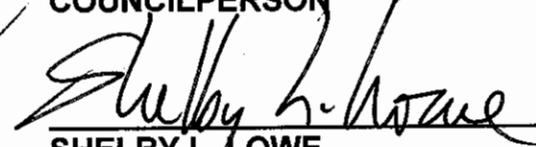
JUDY L. DAVIS  
CHAIR PRO TEM



BILLIE E. BROOKS  
COUNCILPERSON



CEDRICK A. THOMAS  
COUNCILPERSON



SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: S. Lowe

D. PARDO absent

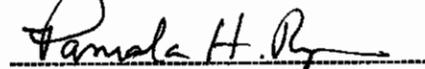
J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/26/10

RESOLUTION NO. 139-10

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 UPDATED AGREEMENT WITH SAMADI ENGINEERING, INC.; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS NOT TO EXCEED \$90,000 FROM THE CITY'S CAPITAL PROJECTS FUNDS TO SAMADI ENGINEERING INC. FOR ENGINEERING SERVICES ON VARIOUS ROAD PROJECTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

**SECTION 1.** That the Mayor and City Clerk are authorized to execute a new Engineering Services Agreement with Samadi Engineering, Inc.

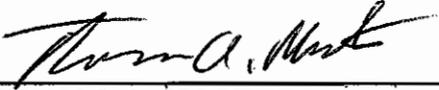
**SECTION 2.** That the Finance Director is authorized to make payments from the appropriate capital projects funds to Samadi Engineering Inc. not to exceed \$90,000 for engineering services on various road projects.

**SECTION 3.** This resolution shall become effective upon its passage.

PASSED AND APPROVED this 3 day of November,  
2010.

RESOLUTION NO. 139-10  
PAGE 2

APPROVED:

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

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

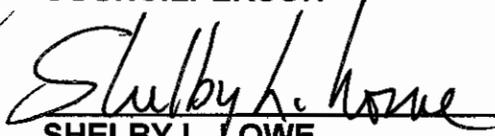
ATTEST:

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

  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIR PRO TEM

  
\_\_\_\_\_  
BILLIE E. BROOKS  
COUNCILPERSON

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

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

MOTIONED BY: C. Thomas

SECONDED BY: B. Brooks

B. BROOKS aye

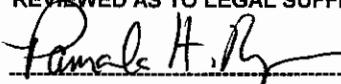
J. DAVIS aye

C. THOMAS aye

D. PARDO absent

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 10/27/10

## ENGINEERING SERVICES AGREEMENT

**THIS AGREEMENT** is made on this 3rd day of November, 2010 by and between the City of Riviera Beach, a municipal corporation existing under the laws of the State of Florida, whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404 hereinafter called the "City" and Samadi Engineering, Inc. whose address is 512 Marlin Road, North Palm Beach, Florida 33408.

**WHEREAS**, the City desires to engage the services of a professional engineer to administer certain municipal roadway, sidewalk, and traffic calming improvement projects; and

**WHEREAS**, the City desires to engage the services of a professional engineer to review development projects submitted by developers for compliance with the City and State codes and regulations, provide technical reports, attend meetings and advise the City; and

**WHEREAS**, the City and the Samadi Engineering, Inc. desire to enter into an agreement under the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the foregoing, the following covenants and promises, the City and the Engineer agree as follows:

1. The Engineer will provide the following services to the City.
  - (a) The Engineer will provide professional services related to field observation of roadway construction, sidewalks installation and traffic calming projects, prepare daily reports, review contractor's request for information (RFI), review shop drawings, review request for payments and close the project.
  - (b) The Engineer will review development plans submitted by developers for compliance with the City's Land Development Codes, Flood Protection Ordinance, Streets and Sidewalks and National Pollution Discharge Elimination System permits and prepare necessary reports and recommendations.
  - (c) The Engineer will attend technical review meetings, represent the City at County and State regular or scheduled meetings as directed by the City.
  - (d) The Engineer will provide engineering support to other City departments as directed by the City, review bids submitted by Contractors, value engineer, if necessary, and make recommendations.
  - (e) The Engineer shall provide a minimum twenty four (24) hours of service per week.

(f) The Engineer will report directly to the Director of Community Development, and will not make any representations regarding the above City matters without specific authority from the Director of Community Development.

2. For such services, the City agrees to pay Engineer the sum of \$120.00 per hour with a minimum of twenty-four (24) hours per week. The *total* and cumulative amount of this Agreement shall not exceed the amount of funds annually budgeted for these services.

Reimbursable expenses, including, but not limited to, out-of-pocket expenses for express mail, computerized research, word processing charges, long distance telephone, postage and photocopying shall be itemized separately. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Agreement. 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. Photocopying 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 Agreement, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

3. Invoices received from the Engineer will be reviewed and approved by the City's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the City representative's approval.
4. The City will not be responsible for documenting or paying any taxes owed as a result of the Engineer rendering personal services under this agreement.
5. The Engineer is, and shall be, in the performance of all work and services and or activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. The Engineer shall exercise control over the means and manner in which he performs the work, and in all respects, the Engineer's relationship to the City shall be that of an independent contractor and not as an employee or agent of the City.
6. This agreement shall take effect on or prior to November 3, 2010. The Agreement may be terminated by either party *with* or without cause upon thirty (30) days prior written notice.

7. The City shall not be responsible for any property damage or personal injury sustained by the Engineer and/or the Engineer's employees from any cause whatsoever during the time in which this Agreement is in effect. Further, the Engineer shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Engineer, its agents, servants, or employees in the performance of services under this Agreement. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.
8. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.
9. 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.
10. If the Engineer employs two or more employees at any time during the life of this Agreement, he shall maintain adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute Section 440.02. The Engineer shall provide certificates evidencing insurance coverage as required by this Agreement.
11. This Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the City Manager.

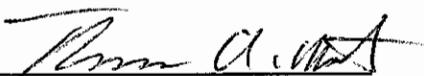
**SIGNATURES ON FOLLOWING PAGE**

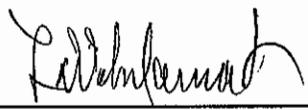
**ENGINEER SERVICES AGREEMENT WITH THE CITY OF RIVIERA BEACH**

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

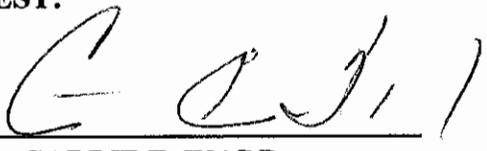
**CITY OF RIVIERA BEACH**

**ENGINEER**

BY:   
THOMAS A. MASTERS  
MAYOR

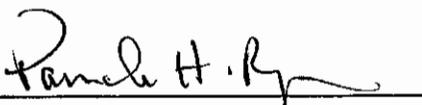
BY:   
LAL "JOHN" SAMADI  
PROFESSIONAL ENGINEER  
LICENSE NO. #39621

**ATTEST:**

BY:  11/3/10  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**APPROVED TO TERMS  
AND CONDITIONS**

BY:   
PAMALA H. RYAN  
CITY ATTORNEY

BY:   
MARY MCKINNEY  
COMMUNITY DEVELOPMENT  
DIRECTOR

DATE: 10/27/10

DATE: \_\_\_\_\_

RESOLUTION NO. 140-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE CITY OF RIVIERA BEACH'S COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDING SEPTEMBER 30, 2009 AUDITED BY THE CITY'S INDEPENDENT AUDITING FIRM OF HARVEY, COVINGTON & THOMAS, LLC, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City's financial statements for the fiscal year ending September 30, 2009 were audited by the City's independent public auditing firm of Harvey, Covington, Thomas, LLC, and

**WHEREAS**, the financial statements have been incorporated with the City's Comprehensive Annual Financial Report (CAFR) for fiscal year ending September 30, 2009, and the auditor's opinion is included therein, and

**WHEREAS**, it is the opinion of the auditors that the financial statements present fairly the position of the City as of September 30, 2009, and that the statements were prepared in conformity with generally accepted accounting principles, and

**WHEREAS**, the City's Finance Department has reviewed the financial statements and recommend that the City's CAFR for fiscal year ending September 30, 2009 be accepted.

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

**SECTION 1.** The City Council does hereby accept the City's Comprehensive Annual Financial Report (CAFR) for fiscal year ending September 30, 2009.

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

RESOLUTION NO. 140-10  
PAGE 2

APPROVED:



THOMAS A. MASTERS  
MAYOR



DAWN S. PARDO  
CHAIRPERSON

ATTEST:

 11/3/10

CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK



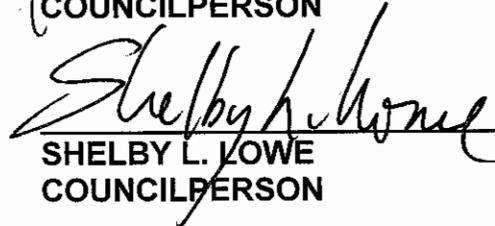
JUDY L. DAVIS  
CHAIR PRO TEM



BILLIE E. BROOKS  
COUNCILPERSON



CEDRICK A. THOMAS  
COUNCILPERSON



SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: C. Thomas

SECONDED BY: B. Brooks

D. PARDO absent

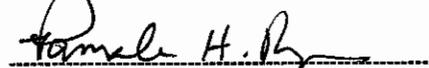
J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/26/10

RESOLUTION NO. 142-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 253-10 MUNICIPAL COMPLEX'S ELECTRICAL ROOM MODIFICATIONS TO UNITED ELECTRICIANS, INC. OF ROYAL PALM BEACH, FLORIDA, THE LOW RESPONSIVE AND RESPONSIBLE BIDDER IN THE AMOUNT OF \$14,500.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED MATERIALS AND INSTALLATION CONTRACT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO ESTABLISH A BUDGET AND MAKE PAYMENT FROM SAME; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, currently the electrical outlet capacity for City Hall has reached its maximum capacity and it is necessary to ensure sufficient electrical loads for future electrical additions; and

**WHEREAS**, in accordance with the provisions of the City's Procurement Ordinance (2412), an Invitation for Bids was publicly solicited for qualified electrical contractors to furnish all tools, supplies, supervision, materials, labor, permits, licenses to complete these projects in accordance with the plans and specifications prepared by Techno Engineering indicated on sheets E-1 & E-2 ; and

**WHEREAS**, three (3) companies responded to Invitation for Bid No. 253-10 and United Electricians, Inc. of Royal Palm Beach, Florida submitted the lowest responsive and responsible bid in the amount of \$14,500.00.

**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 contract to complete the modifications to the municipal complex's electrical room to United Electricians, Inc of Royal Palm Beach, Florida, and authorizes the Mayor and City Clerk to execute the materials and installation contract for same.

**SECTION 2.** The City Council authorizes the Interim Finance Director to establish a budget and make payment from the appropriate account.

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

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

PASSED AND APPROVED this 3 day of November, 2010

RESOLUTION NO. 142-10  
PAGE 2

APPROVED:

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

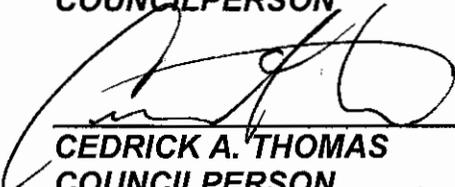
  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

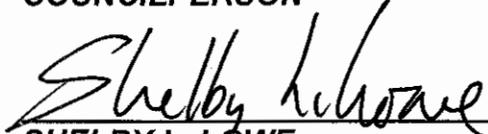
ATTEST:

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

  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIR PRO TEM

  
\_\_\_\_\_  
BILLIE E. BROOKS  
COUNCILPERSON

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

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

MOTIONED BY: B. Brooks

SECONDED BY: S. Lowe

D. PARDO absent

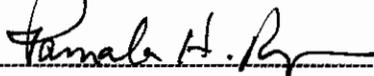
J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 10/26/10

## MATERIALS AND INSTALLATION CONTRACT

THIS CONTRACT made and entered into this 3rd day of <sup>November</sup>~~October~~, 2010 by and between UNITED ELECTRICIANS, INC., hereinafter referred to as "Independent Contractor," whose mailing address is 4272 123<sup>RD</sup> Trail North, Royal palm Beach, Florida 33411 and the CITY OF RIVIERA BEACH, FLORIDA, a municipal corporation, hereinafter referred to as "City," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

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

1. The City agrees to purchase materials and supplies from the Independent Contractor to be installed by Independent Contractor at the municipal complex electrical room located at 600 West Blue Heron Blvd., Riviera Beach, FL 33404. The specifications for the project are more specifically set out in the Bid documents attached as Exhibit "A".
2. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Bid.
3. To the extent that there exists a conflict between the Bid and this Contract, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.
4. Work must begin within ten calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure the project's full completion within 90 days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
5. If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 21, herein.
6. The City agrees to compensate the Independent Contractor in the amount of three thousand seven hundred dollars (\$3,700.00), for labor and ten thousand eight hundred dollars (\$10,800.00) for materials and supplies for a total project cost of fourteen thousand five hundred dollars (\$14,500.00) as set forth in more detail in Exhibit "B". The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in herein or in an exhibit.
7. This Contract may be terminated by either party with or without cause upon thirty (30) days prior written notice. In the event that the City terminates this Contract, for any reason whatsoever, the Independent Contractor understands and agrees that it shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Contract.
8. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Contract from any federal, state, regional, county, or city agency.
9. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. 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.

30. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

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

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

**SIGNATURES ON FOLLOWING PAGE**

**CONTRACT WITH THE CITY OF RIVIERA BEACH**

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

CITY OF RIVIERA BEACH

INDEPENDENT CONTRACTOR

BY: Thomas A. Masters  
THOMAS A. MASTERS  
MAYOR

BY: Kurt Zeidler  
KURT ZEIDLER  
PRESIDENT

ATTEST:

(SEAL)

BY: Carrie E. Ward 11/3/10  
CARRIE E. WARD, MMC  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY: Pamala H. Ryan  
PAMALA H. RYAN  
CITY ATTORNEY

BY: \_\_\_\_\_  
BENJAMIN GUY  
PURCHASING DIRECTOR

DATE: 10/19/10

**BID TABULATION SHEET**  
**BID NO.253-10**  
**MUNICIPAL COMPLEX ELECTRICAL ROOM MODIFICATIONS**  
 MARCH 12, 2010 @ 3:30 P.M.

DESCRIPTION	ARLINGTON ELECTRIC , INC. 3251 SE DIXIE HWY STUART FL 34997	UNITED ELECTRICIANS, INC. 4272 123RD TRAIL NORTH ROYAL PALM BEACH, FL 33411	ELECTRICAL CONSULTING SERVICES, INC. 1720 UPLAND ROAD WEST PALM BEACH, FL 33409
COST OF LABOR	\$8,640.00	\$3,700.00	\$7,676.00
COST OF ALL MATERIALS AND SUPPLIES	\$13,892.00	\$10,800.00	\$11,514.00
TOTAL COST OF PROJECT	\$22,532.00	\$14,500.00	\$19,190.00
COMMENTS:			

RESOLUTION NO. 141-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 253-10 CITYWIDE ELECTRICAL SERVICES TO ELECTRICAL CONSULTING SERVICES, INC. OF WEST PALM BEACH, FLORIDA, THE LOW RESPONSIVE AND RESPONSIBLE BIDDER; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ELECTRICAL SERVICES CONTRACT AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENTS UP TO \$50,000 FROM PUBLIC WORKS FACILITY MAINTENANCE OPERATING ACCOUNT 001-1128-519-0-4602, 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 qualified electrical contractors to provide electrical installation and maintenance to various locations within the City on an as required basis; and

**WHEREAS**, three (3) companies responded to Invitation for Bid No. 253-10 and Electrical Consulting Services, Inc. of West Palm Beach, Florida submitted the lowest responsive and responsible bid for several maintenance services and new installation requested by the City; and

**WHEREAS**, Public Works has budgeted funds for repair and maintenance of City facilities.

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

**SECTION 1.** The City Council hereby accepts staff's recommendation to award the contract to provide citywide repair and new installation electrical services to Electrical Services, Inc of West Palm Beach, Florida in an amount not to exceed \$50,000.00, the estimated annual cost, and authorizes the Mayor and City Clerk to execute electrical services contract for same.

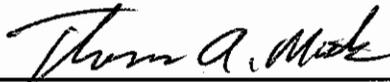
**SECTION 2.** The City Council authorizes the Interim Finance Director to make payments from Public Works Facility Maintenance Account 001-1128-519-0-4602 for electrical repair and new installation electrical services.

**SECTION 3.** Any additional renewals shall be approved and executed by the City Manager provided for in the agreement.

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

PASSED AND APPROVED this 3 day of November, 2010

APPROVED:

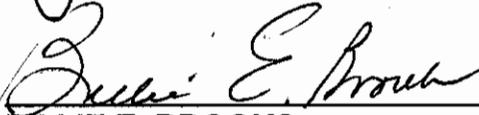
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

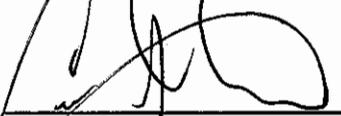
  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

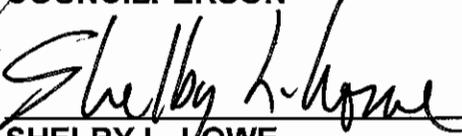
ATTEST:

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

  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIR PRO TEM

  
\_\_\_\_\_  
BILLIE E. BROOKS  
COUNCILPERSON

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

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

MOTIONED BY: B. Brooks

SECONDED BY: S. Lowe

D. PARDO absent

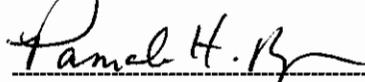
J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 10/27/10

## CITYWIDE ELECTRICAL SERVICES

THIS AGREEMENT made and entered into this 3 day of November, 2010 by and between **ELECTRICAL CONSULTING SERVICES, INC.**, hereinafter referred to as "**Independent Contractor**," whose Federal I.D. number is 65-0232153 and whose mailing address is 1720 Upland Road, West Palm Beach, FL 33409 and the **CITY OF RIVIERA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "**City**," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

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

1. That the City does hereby retain the services of the Independent Contractor for the purpose of providing electrical installations and maintenance throughout the City. The scope of work is as set forth more fully in the General Terms and Conditions and Special Terms and Conditions in Bid No. 253-10, Exhibit "A" attached hereto and incorporated herein by reference.
2. The City agrees to compensate the Independent Contractor in accordance with fee schedule attached hereto as Exhibit "B". The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in Exhibit "A".
3. This Contract consists of this Contract, Bid No. 253-10 (Exhibit "A") and the Independent Contractor's fee proposal (Exhibit "B"). The Independent Contractor agrees to be bound by all the terms and conditions set forth in this Contract, Exhibit "A" and Exhibit "B". To the extent that there exists a conflict between this Contract, Exhibit "A" and Exhibit "B", the terms, conditions, covenants, and/or provisions of this Contract shall prevail over all others.
4. The period of the Contract shall be one (1) year (12 months), with an option to renew the contract for two (2) additional twelve (12) month periods. The option for renewal will be exercised only upon mutual written agreement and with all original terms, conditions and specifications of the Contract remaining the same with no deviations. All prices, terms and conditions shall remain fixed for the initial one (1) year period of the contract with a price adjustment made after the second year of the contract and upon the first renewal based on the consumer price index (CPI) for all Urban Consumers (CPI-U), Miami, FL August 2010. Any additional renewals shall be approved and executed by the City Manager on behalf of the City.
5. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances governing the work to be performed. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.
6. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
7. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
8. The Independent Contractor agrees that it is fully responsible to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

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

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

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

12. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$100,000 per occurrence to protect the Independent Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

13. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

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

15. All work, materials and equipment and services to be furnished and/or installed by the Independent Contractor under this Contract as it relates to electrical maintenance and installation shall be guaranteed by the Independent Contractor for a period of one (1) year from the date of service, thereof against defective materials, design and workmanship. Upon receipt of notice from the City of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with corrective or new works, parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary corrective repairs or replacements within thirty (30) days after notification by the City, the City may accomplish the work at the expense of the Contractor and seek any and all legal remedies to enforce the same.

*KK* 16. All emergency services to be purchased and performed under the terms of this Agreement shall be within three (3) hours from time of notification to the Contractor by the designated City representative. Response time for non-emergency repairs shall be within twenty-four (24) hours from time of notification by the designated City representative. The timely delivery and performance of said services being essential conditions of this Agreement. If the services are not performed according to the terms of this Agreement within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated

KK \$42.00

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

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

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

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

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

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

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

If the City elects to make the change, the City shall initiate a Contract Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Council or its designated representative.

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

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

24. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

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

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

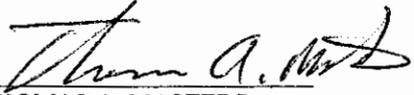
27. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to persons or circumstances other than those as to which it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

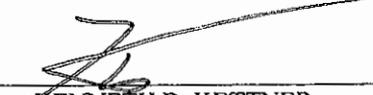
**AGREEMENT WITH THE CITY OF RIVIERA BEACH**

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

CITY OF RIVIERA BEACH

ELECTRICAL CONSULTING SERVICES, INC.

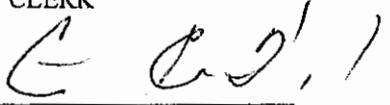
BY:   
THOMAS A. MASTERS,  
MAYOR

BY:   
KENNETH B. KETTNER  
PRESIDENT

ATTEST:

CARRIE E. WARD, MMC  
CITY CLERK

(SEAL)

BY: 

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY: \_\_\_\_\_  
PAMALA HANNA RYAN  
CITY ATTORNEY

BY: \_\_\_\_\_  
BENJAMIN GUY  
PURCHASING DIRECTOR

DATE: \_\_\_\_\_

## SCHEDULE ONE (1)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1.	Non-Emergency Corrective Maintenance- performed during normal business hours, or as agreed to by Contractor and the City.	100 HOURS/YEAR	PER MAN HOUR	\$42.00	\$4,200.00
2.	Emergency Corrective Maintenance- performed at any time of day or night during the year. Response time of two hours or less to job site.	50 hours/year	PER MAN HOUR	\$65.00	\$3,250.00
3.	Preventive Maintenance- performed during normal business hours. Monday thru Friday.	250 hours/year	PER MAN HOUR	\$42.00	\$10,500.00
4.	New Installation- performed during normal business hours, or as agreed to by Contractor and the City.	200 hours/year	PER MAN HOUR	\$42.00	\$8,400.00
5.	Infrared Thermograph- performed on a per day basis (up to 8 hours per day)	5 days/year	PER MAN HOUR	\$65.00	\$2,600.00
6.	Material Costs for Parts and Equipment				
a.	Vendors Cost plus a % markup (not to exceed 10% for overhead profit)			<u>10</u> % MARKUP	
b.	Percentage discount from a published price list			<u>0</u> % DISCOUNT	
7.	Licensed Journeyman Electrician		PER HOUR	\$42.00	
8.	Electricians Helper/Apprentice		PER HOUR	\$38.00	

**\*Note Vendor markup must be without any taxes. For example, a vendor can not add taxes and then take the total and apply their markup. The City of Riviera Beach will not pay invoices with markups applied on taxes.**

**\*Quantities and/or amounts stated are for bidders' guidance only and no guarantee is given or implied as to quantities that will be used during this contract.**

**Please See Below**

DESCRIPTION	ARLINGTON ELECTRIC, INC. 3261 SE DIXIE HWY STUART FL 34997	UNITED ELECTRICIANS, INC. 4272 123RD TRAIL NORTH ROYAL PALM BEACH, FLA 33411	ELECTRICAL CONSULTING SERVICES, INC. 1720 UPLAND ROAD WEST PALM BEACH, FLA 33409
Non-Emergency Corrective Maintenance-performed during normal business hours, or as agreed to by Contractor and the City; 100 Hours/Year (Per Man Hour)	Unit Price: \$45.00 Extended Price \$4,500.00	Unit Price: \$55.00 Extended Price: \$5,500.00	Unit Price: \$42.00 Extended Price: \$4,200.00
Emergency Corrective Maintenance-performed at any time of day or night during the year. Response time of two hours or less to job site. 3 Hours/Year (Per Man Hour)	Unit Price: \$67.50 Extended Price: \$3,375.00	Unit Price: \$75.00 Extended Price: \$3,750.00	Unit Price: \$65.00 Extended Price: \$3,250.00
Preventive Maintenance-performed during normal business hours, or as agreed to by Contractor and the City. 250 Hours/Year (Per Man Hour)	Unit Price: \$45.00 Extended Price: \$11,250.00	Unit Price: \$55.00 Extended Price: \$13,750.00	Unit Price: \$42.00 Extended Price: \$10,500.00
New Installation-Performed during normal business hours, or as agreed to by contractor and the City. 200 Hours/Year (Per Man Hour)	Unit Price: \$45.00 Extended Price: \$9,000.00	Unit Price: \$55.00 Extended Price: \$11,000.00	Unit Price: \$42.00 Extended Price: \$8,400.00
Infrared Thermograph-performed on a per day basis (up to 8 hours per day 5 Days/Year (Per Man Hour)	Unit Price: \$150.00 Extended Price: \$6,000.00	Unit Price: \$100.00 Extended Price: \$4,000.000	Unit Price: \$65.00 Extended Price: \$2,600.00
Vendor Cost plus a % markup (not to exceed 10% for overhead profit)	10% Markup 0% Discount	25% Markup 10% Discount	10% Markup 0% Discount
Licensed Journeyman Electrician (Per Hour)	\$45.00	\$55.00	\$42.00
Electricians: Helper/Apprentice (Per Hour)	\$25.00	\$40.00	\$38.00
ADDENDUM I	YES / NO	YES / NO	YES / NO
ADDENDUM II	YES / NO	YES / NO	YES / NO
ADDENDUM III	YES / NO	YES / NO	YES / NO
SCHEDULES 1 & 2	YES / NO	YES / NO	YES / NO
REQUIRED FORMS	YES	YES	YES
MMBE PARTICIPATION	0%	N/A	N/A
COMMENTS:	Acknowledge addendums on addendum page but not enclosed in bid.		



# CITY OF RIVIERA BEACH

P.O. DRAWER 10682  
(861) 842-4180

RIVIERA BEACH, FLORIDA 33410  
FAX (561) 842-5105

PURCHASING DEPARTMENT

October 20, 2010

Arthur Norton, The Morganti Group  
1450 Centrepark Blvd. Suite 260  
West Palm Beach, FL 33401

Dear Arthur Norton:

Kenneth Kettner of Electrical Services, Inc. has submitted a Bid for Citywide Electrical Services for the City of Riviera Beach; your name was given as a reference. Please complete this form and fax to Pierre Wilson at 561-842-5105 or email [pwilson@rivierabch.com](mailto:pwilson@rivierabch.com).

I would appreciate your response to the following questions:

1. How long ago were services rendered? 1 1/2 YEARS AGO
2. What was the nature of the project and value? 5 FLOOR, 92,000 SQUARE FOOT BLDG, THE NEW PALM BEACH COUNTY HEALTH DEPT. BUILDING
3. What was the end result:
 

Job completed on Time?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Job completed at or under budget?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Quality of equipment acceptable?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
4. How would you rate the overall competence of this company? (Check one.)  
 Outstanding  Good \_\_\_\_\_ Average \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_
5. How would you rate the overall performance of this company? (Check one.)  
 Outstanding  Good \_\_\_\_\_ Average \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_
6. Please state briefly what you believe to be strengths or weaknesses in working with this company (if any):
  - a. Strengths SUPERIOR SERVICE & QUALITY
  - b. Weaknesses NONE KNOWN
7. If you had another project for which they were qualified, would you rehire them?  
 Yes  No \_\_\_\_\_. If no, please state why.

I assure you, that any information you supply about this vendor will be held in strict confidence. If there is ever an opportunity for me to reciprocate, I will be pleased to do so.

RECEIVED  
OCT 21 2010

Thank you.

PURCHASING DEPT.



# CITY OF RIVIERA BEACH

P.O. DRAWER 10682  
(561) 845-4180

RIVIERA BEACH, FLORIDA 33419  
FAX (561) 842-5108

PURCHASING DEPARTMENT

October 20, 2010

To: Pierre Wilson

Bob Rawe, Autobuilders General Contracting Services  
5715 Corporate Way  
West Palm Beach, FL 33407

Dear Bob Rawe:

Kenneth Kettner of Electrical Services, Inc. has submitted a Bid for Citywide Electrical Services for the City of Riviera Beach; your name was given as a reference. Please complete this form and fax to Pierre Wilson at 561-842-5105 or email [pwilson@rivierabch.com](mailto:pwilson@rivierabch.com).

I would appreciate your response to the following questions:

1. How long ago were services rendered? Over PAST 15 years
2. What was the nature of the project and value? 25 Projects  
\$100,000 to 1,000,000
3. What was the end result:
 

Job completed on Time?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Job completed at or under budget?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Quality of equipment acceptable?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
4. How would you rate the overall competence of this company? (Check one.)  
Outstanding  Good  Average  Fair  Poor
5. How would you rate the overall performance of this company? (Check one.)  
Outstanding  Good  Average  Fair  Poor
6. Please state briefly what you believe to be strengths or weaknesses in working with this company (if any):
  - a. Strengths Always deliver what they promise
  - b. Weaknesses Can't travel to do work out of state
7. If you had another project for which they were qualified, would you rehire them?  
Yes  No  If no, please state why.

I assure you, that any information you supply about this vendor will be held in strict confidence. If there is ever an opportunity for me to reciprocate, I will be pleased to do so.

Thank you.



# CITY OF RIVIERA BEACH

P.O. DRAWER 10682  
(561) 845-4180

RIVIERA BEACH, FLORIDA 33419  
FAX (561) 842-5105

PURCHASING DEPARTMENT  
October 20, 2010

JJ Wolfe, Catalfumo Construction  
4300 Catalfumo Way  
Palm Beach Gardens, FL 33410

Dear JJ Wolfe:

Kenneth Kettner of Electrical Services, Inc. has submitted a Bid for Citywide Electrical Services for the City of Riviera Beach; your name was given as a reference. Please complete this form and fax to Pierre Wilson at 561-842-5105 or email [pwilson@rivierabch.com](mailto:pwilson@rivierabch.com).

I would appreciate your response to the following questions:

- How long ago were services rendered? 14 MONTHS
- What was the nature of the project and value? CITY OF WEST PALM BEACH WATER FRONT \$ 2,542,973.
- What was the end result:
 

Job completed on Time?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Job completed at or under budget?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Quality of equipment acceptable?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
- How would you rate the overall competence of this company? (Check one.)  
Outstanding  Good \_\_\_\_\_ Average \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_
- How would you rate the overall performance of this company? (Check one.)  
Outstanding  Good \_\_\_\_\_ Average \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_
- Please state briefly what you believe to be strengths or weaknesses in working with this company (if any):
  - Strengths EXCELLENT LEADERSHIP AND KNOWLEDGE. GREAT SUPERVISION. OUTSTANDING WORK FORCE.
  - Weaknesses NONE
- If you had another project for which they were qualified, would you rehire them?  
Yes  No \_\_\_\_\_ . If no, please state why.

I assure you, that any information you supply about this vendor will be held in strict confidence. If there is ever an opportunity for me to reciprocate, I will be pleased to do so.

JAN A. WOLFE, JR., EXECUTIVE VICE PRESIDENT

Thank you.

# FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



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## Detail by Entity Name

### Florida Profit Corporation

ELECTRICAL CONSULTING SERVICES, INC.

### Filing Information

**Document Number** S12327  
**FEI/EIN Number** 650232153  
**Date Filed** 11/09/1990  
**State** FL  
**Status** ACTIVE  
**Last Event** REINSTATEMENT  
**Event Date Filed** 02/15/1994  
**Event Effective Date** NONE

### Principal Address

1720 UPLAND ROAD  
WEST PALM BEACH FL 33409 US

Changed 03/30/2005

### Mailing Address

1720 UPLAND ROAD  
WEST PALM BEACH FL 33409 US

Changed 03/30/2005

### Registered Agent Name & Address

KETTNER, KENNETH B  
1720 UPLAND ROAD  
WEST PALM BEACH FL 33409

Name Changed: 03/30/2005

Address Changed: 03/30/2005

### Officer/Director Detail

#### Name & Address

Title P

KETTNER, KENNETH B  
1720 UPLAND ROAD  
WEST PALM BEACH FL 33409 US

Title VP

BOTTOMS, CHRISTOPHER M  
1720 UPLAND ROAD  
WEST PALM BEACH FL 33409 US

### Annual Reports

Report Year	Filed Date
2008	04/23/2008
2009	04/10/2009
2010	04/28/2010

### Document Images

- [04/28/2010 -- ANNUAL REPORT](#)
- [04/10/2009 -- ANNUAL REPORT](#)
- [04/23/2008 -- ANNUAL REPORT](#)
- [04/17/2007 -- ANNUAL REPORT](#)
- [04/17/2006 -- ANNUAL REPORT](#)
- [03/30/2005 -- ANNUAL REPORT](#)
- [04/29/2004 -- ANNUAL REPORT](#)
- [04/23/2003 -- ANNUAL REPORT](#)
- [04/22/2002 -- ANNUAL REPORT](#)
- [04/23/2001 -- ANNUAL REPORT](#)
- [05/16/2000 -- ANNUAL REPORT](#)
- [05/06/1999 -- ANNUAL REPORT](#)
- [01/28/1998 -- ANNUAL REPORT](#)
- [05/08/1997 -- ANNUAL REPORT](#)
- [05/01/1996 -- ANNUAL REPORT](#)
- [06/12/1995 -- ANNUAL REPORT](#)

**Note:** This is not official record. See documents if question or conflict.

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State of Florida, Department of State

# Credit eValuator Report

## Electrical Consulting Services, Inc.

1720 Upland Rd  
West Palm Beach, FL 33409  
Phone: 561 478-0100  
D-U-N-S Number: 78-305-0412

Report as of : October 19, 2010 \*\*



Want the most **up-to-date** information? **Upgrade** to Auto-Refresh and keep this report current for a year.



**Need more in-depth information and analysis?**  
**Upgrade** to the Comprehensive Insight Plus Report and receive the credit for the amount of your evaluator purchase

[>Learn more](#)

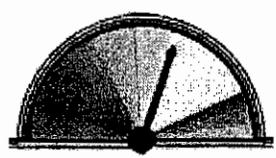
**How much credit should you extend this business?**  
**Upgrade to the Credit eValuator Plus and receive a Credit Limit Recommendation and Payment Trend information on this company**

[Learn More](#)

**Upgrade Now**

\*\*Included with this Credit eValuator Report are continuous tracking of key business changes and free Alert messages in the View My Reports/Alerts page. You can also choose to receive e-mail notifications of the important changes. IMPORTANT NOTE: You will not receive e-mail alerts if you have opted out of receiving communications from D&B.

## Risk Summary

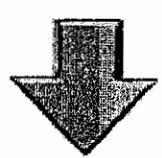


Lower Risk      Higher Risk  
**Risk of Late Payment**

Risk of late payment is based on the following prioritized factors in addition to other information in D&B's files:

- No factors available

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc.



Declining  
**Payment Performance Trend**

The payment performance trend for this company is Declining. The most recent payment information in D&B's files is:

- Payments currently: 15 days beyond terms.
- Payments 3 months ago: 6 days beyond terms.
- Industry average: 12 days beyond terms.

\*Note: Payments to suppliers are averaged weighted by dollar amounts.

## Company Profile

<b>Chief Executive:</b>	Kenneth B Kettner, Pres	<b>Line of business:</b>
<b>Type of business:</b>	Corporation	Electrical Work
<b>Years in business:</b>	20	
<b>Employees total:</b>	100	

**Legal Filings and Other Important Information**

<b>Bankruptcies:</b>	None
<b>Judgments:</b>	None
<b>Liens:</b>	None
<b>Suits:</b>	None
<b>Negative Payment Experiences:</b>	None
<b>Payments Placed for Collection:</b>	None

**Need more in-depth information and analysis? Upgrade** to the Comprehensive Insight Plus Report and receive the credit for the amount of your evaluator purchase

This report is prepared and provided under contract for the exclusive use of Pamela DALEY, City of Riviera Beach.

This report may not be reproduced in whole or in part by any means of reproduction.

3:40:25 PM 10/19/2010

**Data Contained In Search Results Is Current As Of 10/19/2010 03:39 PM.**

**Search Results**

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Registered Electrical Contractor	<a href="#">ELECTRICAL CONSULTING SERVICES INC</a>	DBA	ER0015462 Reg Electrical	Current, Active 08/31/2012
<p><b>License Location Address*:</b> 1720 UPLAND RD WEST PALM BEACH, FL 33409  <b>Main Address*:</b> 13596 154TH PLACE N. JUPITER, FL 33478</p>				
Electrical Contractor	<a href="#">WALSH CONSULTING &amp; ELECTRICAL SERVICES LLC</a>	DBA	EC13002295 Cert Electrical	Current, Active 08/31/2012
<p><b>Main Address*:</b> 3413 MARTIN HURST RD TALLAHASSEE, FL 32312</p>				
Electrical Business Information	<a href="#">WALSH CONSULTING &amp; ELECTRICAL SERVICES LLC</a>	Primary	Business Info	Current
<p><b>Main Address*:</b> 6112 OXBOTTOM MANOR DR TALLAHASSEE, FL 32312</p>				

[Back](#) [New Search](#)

**\* denotes**

- Main Address - This address is the Primary Address on file.
- Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).
- License Location Address - This is the address where the place of business is physically located.

3:41:10 PM 10/19/2010

**Complaint Details**

Displayed is a listing of public complaints regarding the person or entity selected. The only complaints that appear on this screen are public complaints against persons or entities that currently are licensed by the Department of Business and Professional Regulation. Such data includes complaints for which probable cause has been determined or where the subject of the complaint has waived his/her right to confidentiality. However, the department is precluded from disclosing any complaints which are confidential pursuant to Section 455.225(10), Florida Statutes. If you would like to file a new complaint it can be [filed here](#).

Complaints filed with the Division of Florida Land Sales, Condominiums, and Mobile Homes, the complaint forms and all information submitted to the Division are public records under the provisions of Chapter 119, Florida Statutes, Florida's Public Record Law. Accordingly, any person may inspect the case file and may obtain copies of any of the materials in the file. The Division does not represent your private interests. Any action taken by the Division will be on behalf of the State of Florida.

Complaints created by or filed with the Division of Alcoholic Beverages and Tobacco become public upon the completion of the investigation. However, only those complaints created or filed since August 21, 2002, are available through this site. To ascertain the existence of public complaints pertaining to violations of alcohol and tobacco laws prior to that date, please submit a public records request by contacting us via phone at 850.487.1395 or via mail at Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, 1940 North Monroe Street, Tallahassee, Florida 32399-1020.

Additional search mechanisms are available to ascertain the existence of any public records pertaining to the unlicensed activity of the person or entity about which you are inquiring.

[Search for Public Records Pertaining to Unlicensed Complaints Here](#)

**Name:**

Number	Class	Incident Date	Status	Disposition	Disposition Date	Discipline	Discipline Date
--------	-------	---------------	--------	-------------	------------------	------------	-----------------

No Complaint Information found.

RESOLUTION NO. 143-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PROPRIETARY/SOLE SOURCE PURCHASE OF 58 ADDITIONAL VISIONMOBILE SOFTWARE LICENSES FOR OUR EXISTING VISIONAIR PUBLIC SAFETY SOFTWARE SYSTEM FROM VISIONAIR, INC. IN THE AMOUNT OF \$79,523 FROM POLICE IMPACT FEES FUND BALANCE 303-00-271008; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Police officers have been using the VisionAIR Public Safety software application suite, including the VisionMobile software for over 12 years, and they are very satisfied with it; and

**WHEREAS**, the Police department's goal is to provide all officers with desktop and laptop computers, aircards, and associated software to assist them in their daily duties; and

**WHEREAS**, the Police department currently has 62 VisionMobile software licenses for its desktop and laptop computers, but it needs a total of 120 VisionMobile licenses to achieve its goal; and

**WHEREAS**, the VisionMobile software and licenses are a proprietary software purchase for our existing VisionAIR Public Safety system and they cannot be purchased from another vendor; and

**WHEREAS**, staff wants to purchase an additional 58 VisionMobile licenses to ensure that Police officers have the proper software to assist them in their daily duties.

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

**SECTION 1.** Staff is authorized to purchase an additional 58 VisionMobile software licenses from VisionAIR, Inc.

**SECTION 2.** The Interim Finance Director is authorized to make payment to VisionAIR, Inc. in the amount of \$79,523 for these VisionMobile licenses from the Police Impact Fees Fund Balance 303-00-271008.

**SECTION 3.** The Resolution shall take effect immediately upon approval by City Council.

PASSED AND APPROVED THIS 3 DAY OF November, 2010.

RESOLUTION NO. 143-10  
PAGE 2

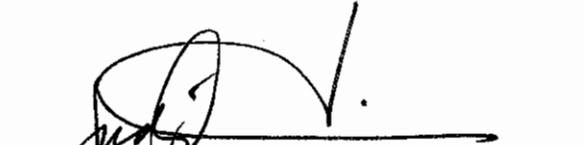
APPROVED:

  
THOMAS A. MASTERS  
MAYOR

Absent  
DAWN S. PARDO  
CHAIRPERSON

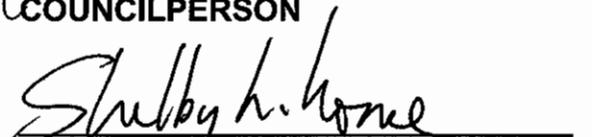
ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
CHAIR PRO TEM

  
BILLIE E. BROOKS  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: S. Lowe

D. PARDO absent

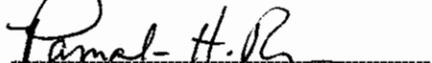
J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/27/10

RESOLUTION NO. 144-10

**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 FIVE-YEAR CONTRACT ADDENDUM WITH VISIONAIR, INC. FROM 10/01/10 TO 09/30/15 TO PROVIDE ANNUAL SERVICE AND SUPPORT MAINTENANCE FOR OUR PUBLIC SAFETY COMPUTER AIDED DISPATCH, RECORDS MANAGEMENT SYSTEM AND MOBILE SYSTEM SOFTWARE APPLICATIONS, AUTHORIZING PAYMENT IN THE AMOUNT OF \$52,646 FOR FISCAL YEAR 2011, AND \$64,551 FOR FISCAL YEARS 2012 THRU 2015 FROM ACCOUNT NUMBER 001-0243-513-0-4601; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council previously approved Vision Software, Inc. contracts for Public Safety Computer-Aided Dispatch (VisionCAD), Records Management System (VisionRMS) and Mobile System (VisionMobile) software licenses; and

**WHEREAS**, staff has determined that it needs 24/7 vendor provided maintenance and support on our Public Safety VisionCAD, VisionRMS, and VisionMobile software that our Police and Fire-Rescue employees use on a daily basis; and

**WHEREAS**, the existing software maintenance expired September 30, 2010 and staff needs to renew the VisionAIR software maintenance and support contract for another 5-year term; and

**WHEREAS**, VisionAIR is the only authorized company that can provide maintenance support services for our Public Safety VisionCAD, VisionRMS and VisionMobile software and has provided excellent support over the years.

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

**SECTION 1.** The Mayor and City Clerk are authorized to execute the attached VisionAIR, Inc maintenance contract addendum.

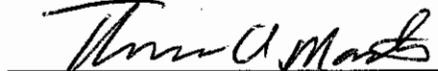
**SECTION 2.** The Interim Finance Director is authorized to make payments to VisionAIR in the amount of \$52,646 for annual maintenance and support services for fiscal year 2011, and \$64,551 for fiscal years 2012 thru 2015 from budget account 001-0243-5r13-0-4601 (Repair and Maintenance).

**SECTION 3.** The Resolution shall take effect immediately upon approval by City Council.

PASSED AND APPROVED THIS 3 DAY OF November, 2010.

RESOLUTION NO. 144-10  
PAGE 2

APPROVED:

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

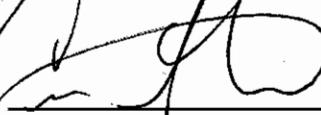
Absent  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

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

  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIR PRO TEM

  
\_\_\_\_\_  
BILLIE E. BROOKS  
COUNCILPERSON

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

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

MOTIONED BY: B. Brooks

SECONDED BY: S. Lowe

D. PARDO absent

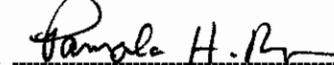
J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 10/26/10

## ADDENDUM #2

This ADDENDUM #2 made and entered into this October 1, 2010 made by and between VisionAIR, Inc., a North Carolina based company with offices located at 5601 Barbados Blvd., Castle Hayne, North Carolina 28429 (hereinafter "VisionAIR") and the City of Riviera Beach, Florida, a municipal corporation, whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404 (hereinafter "Client") to that certain SOFTWARE LICENSE AGREEMENT (hereinafter "Agreement") of September 30, 1998, as modified by an Addendum dated October 24, 2004, VisionAIR and Client make the following terms and conditions part of the Agreement. The addendum of October 24, 2004 has expired and is now being replaced by this Addendum #2.

VisionAIR shall perform maintenance services on the Licensed Software and Client shall accept and pay for such services, pursuant to the terms and conditions herein provided. Licensed Software shall mean the VisionAIR software as described in the Agreement, as such may hereafter be supplemented and as such Licensed Software may hereafter be updated with improvements, enhancements and modifications furnished to Client by VisionAIR.

### **Section 1: Term and Termination**

1 Initial Term. This Addendum shall become effective on the date shown above (hereinafter "Effective Date"), and, unless sooner terminated as hereinafter provided, shall remain in full force and effect for a period of no less than five (5) years.

2. Automatic Renewal. Upon expiration of the Initial Term, this Attachment shall be automatically extended on a year-to-year basis (herein after "Renewal term") unless at least thirty (30) days prior to the expiration date of the Initial Term, or any Renewal term, a party hereto gives written notice to the other party of its termination of the Agreement as of such expiration date.

### **Section 2: Charges to Clients and Payments**

3. Charges for Covered Maintenance. The applicable rates for Covered Maintenance are set forth in the Quotation (Attachment A to the Software License Agreement). Maintenance fees paid by Client are non refundable if this Attachment is cancelled prior to the expiration of the Term. A fee of one and one half of one percent (1.5%) per month of the outstanding invoice shall be added to invoices not paid within sixty (60) days from invoice date. This fee shall be assessed on balances ninety (90) days past due.

4. Charges for Software License Changes. All Covered Maintenance fees hereunder are subject to increase or decrease upon any change in number of concurrent user licenses or software modules licensed.

5. Changes in Charges. VisionAIR shall provide Client at least a ninety (90) day notice of any changes to the Covered Maintenance fees, if any. Client may terminate this Attachment within thirty (30) days of the Renewal term by providing VisionAIR a written notice.

6. Payment. VisionAIR will invoice the Client in advance for each year for Covered Maintenance. Such invoices will include pro rata charges or credits for any Covered Maintenance of Licensed Software installed or removed during the previous term or prior to the Effective Date. All payments shall be paid by Client within sixty (60) days upon receipt of invoice by Client to avoid late fees.

---

### **Section 3: Covered Maintenance for Commercial Off the Shelf Software (COTS)**

#### **7. Covered Maintenance Definition:**

The term "Covered Maintenance" as used herein means the periodic and on-call remedial maintenance VisionAIR deems reasonably appropriate and necessary to keep the Client's Licensed Software functioning properly. Please see section 4 for Custom Solutions Covered Maintenance.

#### **8. Services VisionAIR will provide to Client:**

- (a) Telephone Support for the Licensed Software, utilizing an 800 line provided by VisionAIR. During the Initial Term, this telephone support will be based on the coverage plan as specified in the Quotation.
- (b) Standard upgrades and enhancements that are made to the Licensed Software. VisionAIR issues corrections, upgrades and enhancements to the software on an ongoing basis. All modifications to the Licensed Software and related Documentation will be made available to the Client on standard electronic media (CD-ROM); remote access through VisionAIR approved remote access products and protocols, dedicated telephone dialup or Website download.
- (c) Initial fact-finding (Tier 1) support for 3<sup>rd</sup> party software embedded or used in conjunction with the application software. Tier 1 support does not include defect resolution or modifications from VisionAIR. VisionAIR will escalate to the appropriate vendor calls for service for 3<sup>rd</sup> party applications defect resolution or modifications.
- (d) Correction of reported malfunctions ("defects") in the application software. A "defect" is defined as an error in the code of the Licensed Software which prevents a Module from operating in accordance with the VisionAIR Documentation in a material respect.
- (e) Support assistance in updating new releases of the Licensed Software on the Client's servers.
- (f) Recording Client's request for changes to the Licensed Software. A VisionAIR Product Manager will document the Client's request and submit it for consideration in future releases of the Licensed Software. VisionAIR is under no obligation to include the Client's request for change in any future releases of the Licensed Software.

### **Section 4: Covered Maintenance for Custom Solutions Applications**

#### **9. Covered Maintenance Definition:**

The term "Covered Maintenance" as used herein means the periodic and on-call remedial maintenance VisionAIR deems reasonably appropriate and necessary to keep the Client's Custom Solutions Applications functioning properly.

#### **10. Services VisionAIR will provide to Client:**

- (a) Telephone Support for the Custom Solutions Applications, utilizing a toll-free 800 telephone number provided by VisionAIR. During the Initial Term, this telephone support will be based on the coverage plan as specified in the Quotation.
- (b) Correction of reported malfunctions ("defects") in the VisionAIR application software. A "defect" is defined as an error in the code of the Customs Solutions Application which prevents a Module from operating in accordance with the VisionAIR Documentation in a material respect.

(c) Recording CLIENT's request for changes to the Software. A VISIONAIR Product Manager will document the CLIENT's request and submit it for consideration in future releases of the Software. VisionAIR is under no obligation to include the CLIENT's request for change in any future releases of the Software.

(d) Changes to the Custom Solution resulting from changes to VisionAIR products, initiated by VisionAIR, which interfere with the intended functionality of the Custom Solution.

#### **Section 5: Exclusions from Covered Maintenance**

11. The following items are not covered under Maintenance

(a) Repair of damage not caused by VISIONAIR, including without limitation, damage resulting from accident, transportation, neglect or misuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, telephone equipment or communication lines failure, failure of non-VISIONAIR interconnect equipment, or causes other than normal operation procedures.

(b) Service which is impractical for VISIONAIR to render because of: alterations in the Licensed Software made by persons other than VISIONAIR; the connection of equipment and/or Software by mechanical or electrical means to another machine or device;

(c) Any repair of any damage to the Licensed Software caused by software or firmware programming that is not provided or supported by VISIONAIR.

(d) Any professional services not covered in Section 3 or 4 including but not limited to on site training, installation or upgrades of third party software applications used in conjunction with or required by any VisionAIR specifications, data migrations, or project management deemed necessary by VisionAIR. On site services will be charged separately.

(e) Platform changes, including, but not limited to, Operating Systems, Hardware, Telecom Equipment, etc.

(f) Government mandated changes.

(g) Changes to third party applications.

(h) Requests for changes in the Custom Solution (Application).

(i) Other modifications or changes in software, hardware or configuration not related to changes in the VisionAIR product, which are not initiated by VisionAIR.

(j) Defect correction of failure mediation for any non-VisionAIR or third party product.

#### **Section 6: Client Responsibilities**

12. Remote Connectivity Maintenance Service. Client shall supply remote access to Client's network, servers and workstations in order for VisionAIR to perform Covered Maintenance for the purpose of allowing secure access via the Internet and the latest version of Microsoft's Internet browser software (Internet Explorer) to any workstation or server covered by Maintenance Service. VisionAIR may elect to use, at its sole discretion, properly licensed third-party remote connectivity software owned by the client agency and installed on a system with Internet connection. VisionAIR will not bear the burden of procuring and/or licensing any remote connectivity software or loading it on VisionAIR Client Services systems. Client shall also maintain a dedicated phone line and Microsoft's current remote access software (such as Remote Access Server – RAS) that can be enabled to allow VisionAIR personnel to authenticate to their network

**VISIONAIR®**

for support purposes in the event that there are unforeseen problems with the Internet method of connectivity.

13. Backup of data. Client is responsible to maintain a proper set of data backups in the event that it becomes necessary to recover from a disaster.

14. Hardware and Network Upgrades. Client acknowledges that due to the dynamic nature of the information technology industry and frequent product replacements and/or upgrades developed independently by third party hardware and software vendors, VisionAIR has no control over the turnover of product or obsolescence of technology of third party products. Client also acknowledges that VisionAIR develops its Network Hardware Specification Document based upon all of the third party product information available at the time of publication. Therefore, with respect to third party hardware and software, Client shall retain the responsibility for the costs of purchase and installation of hardware and software upgrades necessary to maintain the functionality of the Licensed Software. VisionAIR develops the Network Hardware Specification document considering that no other software application will be installed. Additional hardware specifications should be considered if the Client intends to run other applications. Additionally, the accumulation of data in Client's database over a period of time may require expanding the capacity of hard drives and memory of the system servers and workstations in order to maintain performance at response times acceptable to the Client. Subject to all of the affirmative duties and obligations of VisionAIR under this Software Maintenance Attachment, it is the Client's sole responsibility to maintain the system to ensure adequate response times.

#### **Section 7: Warranty and Limitation of Liability**

15. DISCLAIMER OF WARRANTY. VISIONAIR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THE MAINTENANCE TO BE PERFORMED BY VISIONAIR PURSUANT TO THE TERMS HEREOF

16. LIMITATION OF LIABILITY. VISIONAIR SHALL NOT BE LIABLE FOR ANY DAMAGES INCURRED, UNLESS SUCH DAMAGES ARE CAUSED BY THE NEGLIGENT OR INTENTIONALLY TORTIOUS ACT OR OMISSION OF VISIONAIR, ITS EMPLOYEES OR REPRESENTATIVES. IN NO CASE, HOWEVER, SHALL VISIONAIR BE HELD LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCE SHALL VISIONAIR'S LIABILITY UNDER THIS ATTACHMENT EXCEED THE AMOUNT ACTUALLY PAID TO VISIONAIR BY THE CLIENT UNDER THIS ATTACHMENT DURING THE PREVIOUS YEAR.

#### **Section 7: General**

17. Product revisions and support. VisionAIR's obligation to provide support under this Attachment diminishes as products are replaced by more current releases. The current, generally available (referred to as GA), version of the software and the version immediately preceding it are fully supported. These two versions qualify for phone support, engineered defect corrections and/or modifications required for the software to operate as designed. Any versions older than the two referenced versions will receive phone support and resolution of Priority 0 defects as they occur. Priority 0 defects are defined on the Client Services Center Website. VisionAIR will

**VISIONAIR®**

announce the availability of new software releases to facilitate timely upgrade to avoid product obsolescence.

18. Force Majeure. Neither party shall be liable or deemed in default for any failure in performance hereunder resulting from any cause beyond its reasonable control.

19. Notices. Any Notice, request, instruction or other document pertaining to this Attachment shall be sent to the appropriate party's address as set forth above, and shall be deemed to have been duly given or served if delivered in person or deposited in the United States mail, certified mail, return receipt requested.

20. Construction. This Attachment has been prepared jointly and will not be strictly construed against either party.

21. Venue and Jurisdiction. This Addendum shall be governed by the laws of the State of Florida.

22. Entire Agreement. This Addendum constitutes the entire agreement between the parties hereto with respect to maintenance of the Licensed Software and shall supersede all previous or contemporaneous negotiations, commitments and writings with respect to matters set forth herein. It may be only modified by writing signed by authorized representatives of both parties. The terms and provisions of this Addendum shall prevail over any conflicting, additional or other terms appearing on any purchase order submitted by the Client at any time.

**VisionAIR, Inc.**

Signature: Mike Lyons

Name: Mike Lyons

Title: Chief Executive Officer

Date: 10/29/2010

**City of Riviera Beach**

Signature: Thomas A. Masters

Name: Thomas A. Masters

Title: Mayor

Date: November 3, 2010

City of Riviera Beach

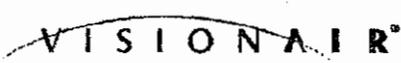
Signature: Carrie E. Ward

Name: Carrie E. Ward

Title: City Clerk

Date: 11/3/2010

REVIEWED FOR LEGAL SUFFICIENCY  
Rachael Johnson for  
CITY ATTORNEY Pamela H. Ryan  
CITY OF RIVIERA BEACH  
DATE: 11/5/2010



ATTACHMENT A

Five-Year Annual VisionAIR Software Maintenance Quote for products owned as of 09.30.10 with exception of the pending 58 mobile purchase

Product	Plan	Year 1 10.01.10 - 09.30.11	Year 2 10.01.11 - 09.30.12	Year 3 10-01-12 - 09.30.13	Year 4 10.01.13 - 09.30.14	Year 5 10.01.14 - 09.30.15
RMS	24x7	8,541.11	8,541.11	8,541.11	8,541.11	8,541.11
Fire	8x5	1,210.36	1,210.36	1,210.36	1,210.36	1,210.36
Mobile	24x7	5,211.22	5,211.22	5,211.22	5,211.22	5,211.22
Mobile	8x5	10,030.60	10,030.60	10,030.60	10,030.60	10,030.60
CAD	24x7	24,222.35	24,222.35	24,222.35	24,222.35	24,222.35
FBR	8x5	3,029.40	3,029.40	3,029.40	3,029.40	3,029.40
Go To Assist		400.00	400.00	400.00	400.00	400.00
* Add on 58 Mobile		0.00	11,905.95	11,905.95	11,905.95	11,905.95
		\$52,645.04	\$64,550.99	\$64,550.99	\$64,550.99	\$64,550.99

\* Quoted client for 58 additional mobile licenses - not purchased as of 09.30.10  
 1st yr warranty is included in purchase and then 2nd renewal will be due for the term 2011-2012

RESOLUTION NO. 146-10

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 UPDATED AGREEMENT WITH JH SPRAGUE CONSULTING, L.L.C. TO PROVIDE CONSULTATION SERVICES ON THE MARINA PROJECT TO ASSIST WITH THE DEVELOPMENT AND IMPLEMENTATION OF THE MARINA RENOVATION AND DEVELOP AND MONITOR GRANT APPLICATION PROCESSES, COMMENCING OCTOBER 1, 2010; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENTS NOT TO EXCEED \$36,000; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City has approved the concept plan for the International Harbor at Riviera Beach Project; and

**WHEREAS**, the City desires to have JH Sprague Consulting, L.L.C. provide continued consulting services on the Marina Renovation project to insure that the interests of the City are appropriately represented in renovation discussions and in the area of grant application processes as set forth in the Scope of Work detailed in Exhibit "A".

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

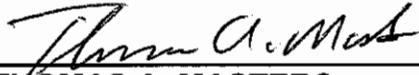
**SECTION 1.** The Mayor and City Clerk are authorized to execute a contract with JH Sprague Consulting, L.L.C., as Consultant to assist the City with development of the marina renovation and in discussions of the various concept plan elements, and in the area of grant application processes, as specifically set forth in the Scope of Work in Exhibit "A".

**SECTION 2.** The Interim Finance Director is authorized to make payment in the amount not to exceed \$36,000 from Account No. 001-0203-519-0-3406.

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

PASSED and APPROVED this 3 day of November, 2010.

APPROVED:



THOMAS A. MASTERS  
MAYOR

DAWN S. PARDO  
CHAIRPERSON

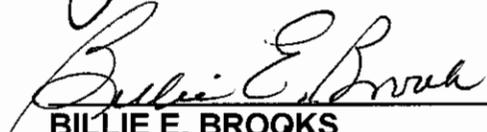
ATTEST:



CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK



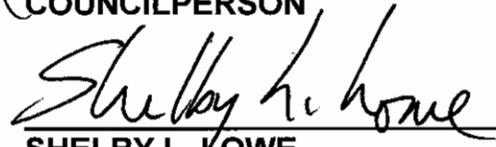
JUDY L. DAVIS  
CHAIR PRO TEM



BILLIE E. BROOKS  
COUNCILPERSON



CEDRICK A. THOMAS  
COUNCILPERSON



SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. Davis

SECONDED BY: C. Thomas

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: 10/28/10

**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN THE  
CITY OF RIVIERA BEACH, FLORIDA  
AND  
JH SPRAGUE CONSULTING, LLC.**

This Professional Service Agreement is entered in this 3rd day of November, 2010, by and between the City of Riviera Beach (herein referred to as "City"), a municipal government existing under the laws of the State of Florida and JH Sprague Consulting Group, LLC, a Florida limited liability company, (herein referred to as "Consultant").

**WITNESSETH:**

**WHEREAS**, the "International Harbor at Riviera Beach" (the "Project") is a joint development project of the City of Riviera Beach (herein referred to as the "City") and the CRA; and

**WHEREAS**, the Board of Commissioners of the CRA approved the "International Harbor at Riviera Beach Conceptual Development Plan" ("Conceptual Plan") of Viking Developers, LLC (the "Developer-select") on February 10, 2010; and

**WHEREAS**, the City Council approved the "International Harbor at Riviera Beach Conceptual Development Plan" ("Conceptual Plan") of Viking Developers, LLC (the "Developer-select") on February 17, 2010; and

**WHEREAS**, the City desires Consultant to provide ongoing services to the City/CRA joint Project effort to assist the City and CRA with development of the marina renovation and in the area of grant application processes; and

**WHEREAS**, the City and the CRA will share in compensating the Consultant for services rendered in support of the Project.

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

**SECTION 1. PURPOSE**

- A. The purpose of this Agreement is to contract with the Consultant as "Marina Grants Project Manager" to assist the City and the CRA with development of the marina renovation and including discussions of the various concept plan elements, and in the area of grant application processes, as specifically set forth in "**Exhibit A.**"

**SECTION 2. GENERAL TERMS AND CONDITIONS**

- A. This Agreement shall commence on October 1, 2010 and shall terminate when the services are complete as identified in “**Exhibit A**”, or when the Consultant has reached \$36,000, or unless terminated earlier in accordance with Section 4 of this Agreement.
- B. The Consultant shall fully perform the obligations identified in “Exhibit A” to the satisfaction of the City.
- C. The City and Consultant agree to be governed by applicable local, state and federal laws, rules and regulations.
- D. Modifications of this Agreement may be requested by any party. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.
- E. The City agrees to:
  - 1. Provide all files, data, and information that are available as requested by the Consultant.
  - 2. Process all requests for payment in a timely manner.

**SECTION 3. FUNDING/CONSIDERATION**

- A. Services provided under this Agreement shall not exceed \$36,000.00.
- B. The Consultant will prepare and submit to the City an invoice detailing specific services provided. Payment for services will be made by the City within ten (10) days of the invoice date.
- C. The Consultant will provide the City with detailed invoices in support of the amounts billed and payable. Invoicing and payment details are more specifically identified in Attachment A.

**SECTION 4. TERMINATION**

This Agreement may be cancelled by the Consultant upon ten (10) days prior written notice to the City’s representative in the event of substantial failure by the City to perform in accordance with the terms of this Agreement through no fault of the Consultant; provided the City shall fail to cure same within that ten (10) day period. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice to the Consultant. Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the City’s satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

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

**SECTION 5. PERSONNEL**

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

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

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

**SECTION 6. REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 7. INDEMNIFICATION**

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

**SECTION 8.           AVAILABILITY OF FUNDS**

The City's performance and obligation to pay under this Agreement is contingent upon an annual budget for its purpose by the City Council.

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

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it or its subcontractors fault or negligence the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

If the Consultant is delayed at any time in the process of the work by any act or neglect of the City or its employees, or by any other consultant employed by the City or by changes ordered by the City or any causes beyond the Consultant's control, or by delay authorized by the City pending negotiation or by any cause which the City shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may decide.

**SECTION 10.   REPRESENTATION AND NOTICE**

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

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

**For the City:**

Ruth C. Jones  
City Manager  
600 W. Blue Heron Boulevard, C-234  
Riviera Beach, FL 33404

**For The Consultant:**

John Sprague  
JH Sprague Consulting LLC  
10918 Larch CT  
Palm Beach Gardens, FL 33418

**SECTION 11. RECORD KEEPING**

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

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

The Consultant shall deliver to the City's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Agreement.

All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

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

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

**SECTION 13. INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

**SECTION 14. CONTINGENT FEES**

The Consultant warrants that it is has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm,

other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

**SECTION 15. NON-DISCRIMINATION**

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

**SECTION 16. SEVERABILITY**

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

**SECTION 17. ENTIRETY OF AGREEMENT**

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

**SECTION 18. VENUE**

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

**SECTION 19. ATTORNEY'S FEES**

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

**SECTION 20. DELEGATION OF DUTY**

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

**SECTION 21. EFFECTIVE DATE**

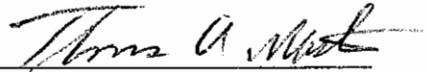
This Agreement shall become effective upon the date first above written.

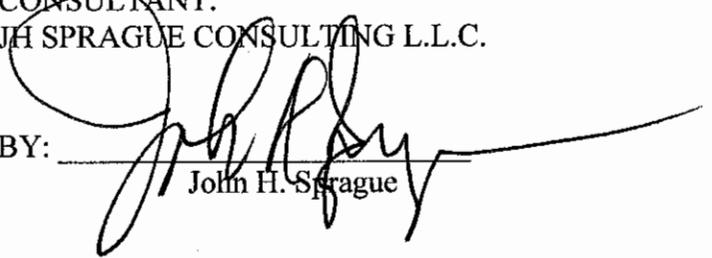
**CONTRACT WITH THE CITY OF RIVIERA BEACH**

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

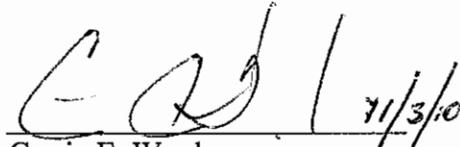
CITY OF RIVIERA BEACH

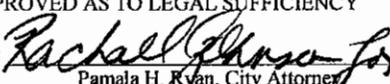
CONSULTANT:  
JH SPRAGUE CONSULTING L.L.C.

BY:   
Thomas A. Masters  
Mayor

BY:   
John H. Sprague

Attest:

By:  7/13/10  
Carrie E. Ward  
City Clerk, MMC

APPROVED AS TO LEGAL SUFFICIENCY  
BY:   
Pamala H. Ryan, City Attorney  
DATE: 10/28/2010

RCJ:dpm110310:102710

**Exhibit "A"**  
**Scope of Services and Fee for Services Schedule**  
**Marina Grants Project Manager**  
**"International Harbor at Riviera Beach Project"**

Redevelopment of the Marina District will require cooperation of the City, Community Redevelopment Agency (CRA), local property owners, and prospective development partners. The City is in need of the services of a "Marina Grants Project Manager" to assist the overall Project Manager provide professional support services to the International Harbor at Riviera Beach Project ("International Harbor Project" or the "Project"). The Marina Grants Project Manager will insure that the City optimizes the use of existing grant funds and will ensure that construction of marina improvements are completed in accordance with various grant requirements. In addition to the above, the Marina Grants Project Manager will identify and apply for additional grant funding; monitor grant administrative activities; assist with grant reporting; and, implement a coordinated grant strategy to optimize the use of existing and future grant funding for completion of the "Conceptual Development Plan" for the International Harbor project, which was approved by the Riviera Beach City Council on February 17, 2010 and the CRA Board of Commissioners on February 10, 2010.

The Marina Grants Project Manager will be responsible for the following scope of services.

1. Coordinate and administer present grant funding for marina construction with CITY staff, professional services providers, consultants, developers, and other governmental entities to insure that all grant requirements are met as to timelines, grant regulations, and construction.
2. Identify and apply for additional marina construction funding grants. Research grants that can be used for overall project development elements.
3. Work with City staff, CRA staff, and consultants/developers to implement various conceptual plan elements of the overall project.
4. Work with City staff, professional services providers and consultants, and developers on State lands dedication issues.
5. Work with City staff, agencies, and consultants on future marina expansion needs and lease requirements.
6. Assist City staff with grant reimbursement processing and grant reporting.
7. Implement a coordinated grant strategy to optimize the use of existing and future grant funding.
8. Assist City with marina and uplands planning and construction activities.

### **Fee for Services and Schedule of Payments**

The compensation of the Marina Grants Project Manager, by the City, for the Scope of Services identified above shall be \$36,000.

The Project Manager will provide the City with monthly, written progress/status reports in support of Project activities conducted during the month.

1. Consultant shall be paid by the City at the rate of \$6,000 per month, upon receipt of an invoice and progress/status report for the month submitted by the Consultant.
2. Payments shall be made to the Consultant, and the Consultant shall provide services to the City, until the Consultant's billings have reached \$36,000, or unless terminated earlier in accordance with Section 4 of this Agreement.