

RESOLUTION NO. 22-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF A TURNKEY ENVISIONWARE PC RESERVATION SYSTEM FROM JAMEX, INC. IN THE AMOUNT OF \$7,806, AND \$3,500 FOR OTHER PROJECT-RELATED COSTS, FOR A TOTAL PROJECT AMOUNT OF \$11,306; PAYMENT TO BE MADE FROM LIBRARY IMPACT FEES, ACCOUNT NUMBER 303-00-271013; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Riviera Beach Public Library had been using a PC Cop computer reservation and time management system that became obsolete and problematic; and

**WHEREAS**, the Library is in need of a new state of the art self-service computer reservation and time management system for patron use; and

**WHEREAS**, the EnvisionWare PC Reservation system has these characteristics and is used and proven throughout the Palm Beach County Library System and West Palm Beach Public Library; and

**WHEREAS**, staff solicited competitive quotes from three EnvisionWare vendors and selected Jamex, Inc. with a quote of \$7,806 as the lowest cost and most responsive vendor to provide a turnkey EnvisionWare PC Reservation system for the Library; and

**WHEREAS**, staff also needs \$3,500 for other project-related costs, such as a Microsoft Windows Server license, SIP2 interface module, and data and electrical infrastructure work; and

**WHEREAS**, the City will use Library Impact Fees to purchase the turnkey EnvisionWare PC Reservation system from Jamex, Inc.

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

**SECTION 1.** The City Council authorizes staff to purchase the turnkey EnvisionWare PC Reservation from Jamex, Inc. to include client and server software licenses, installation and staff training in the amount of \$7,806, and \$3,500 for other project-related costs, for a total project cost of \$11,306.

**RESOLUTION NO. 22-10**  
**PAGE 2**

**SECTION 2.** The City Council authorizes the Mayor and Finance Director to pay this amount from the Library Impact Fee Account Number 303-00-271013.

**SECTION 3.** The City Council authorizes the budget and appropriation of Library Impact Fees for this purpose.

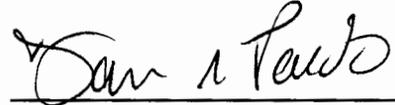
**SECTION 4.** This Resolution shall take effect upon its passage and approval by City Council.

**PASSED AND APPROVED THIS 3RD DAY OF MARCH, 2010.**

RESOLUTION NO. 22-10  
PAGE 3

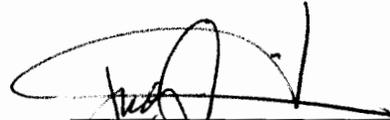
APPROVED:

  
THOMAS A. MASTERS  
MAYOR

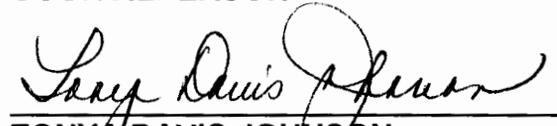
  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
CHAIR PRO TEM

  
BILLIE E. BROOKS  
COUNCILPERSON

  
TONYA DAVIS JOHNSON  
COUNCILPERSON

ABSENT  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: T. JOHNSON

B. BROOKS AYE

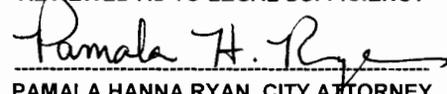
J. DAVIS AYE

T. JOHNSON AYE

D. PARDO AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/18/10

RESOLUTION NO. 23-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN APPLICATION FROM STEPHEN A. BROCK ARCHITECTS, INC. TO CONSTRUCT A 25,985 SQUARE FOOT INDUSTRIAL BUILDING ON A 1.5 ACRE PARCEL, LOCATED AT 2461 PORT WEST BOULEVARD; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Planning & Zoning Board met on February 11, 2010 to review the site plan application and unanimously recommended approval; and

**WHEREAS**, the City Council finds that the proposed site plan is consistent with the adopted City of Riviera Beach Comprehensive Plan and Land Development Code.

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

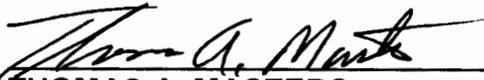
**SECTION 1.** The site plan (attached as Exhibit A) for the construction of a 25,985 square foot industrial building located at 2461 Port West Boulevard is approved with the following conditions:

1. A two-year landscaping bond for 110% of the value of landscaping and irrigation shall be required before certificate of occupancy is issued.
2. Construction must be initiated within 18 months of receiving City Council approval.
3. All future advertising must be done in accordance with Sec. 31-554, Advertising within the City of Riviera Beach. A fee of five hundred dollars a day, as outlined in Sec. 31-554 will be levied against the property owner and/or business for violation of this condition.
4. Areas designated for parking, landscaping, water retention or drainage cannot be used for the storage of equipment or material.

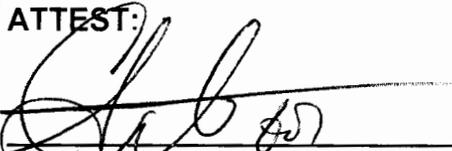
**SECTION 2.** This resolution shall take effect immediately upon its approval and passage.

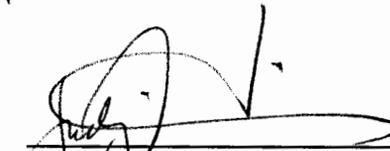
**PASSED AND APPROVED** this 3RD day of MARCH 2010.

APPROVED:

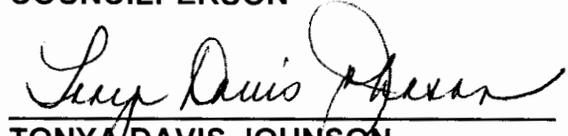
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

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

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

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

  
\_\_\_\_\_  
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COUNCILPERSON

  
\_\_\_\_\_  
TONYA DAVIS JOHNSON  
COUNCILPERSON

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

MOTIONED BY: J. DAVIS

SECONDED BY: T. JOHNSON

B. BROOKS AYE

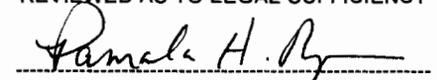
J. DAVIS AYE

T. JOHNSON AYE

D. PARDO AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 2/23/10

RESOLUTION NO. 24-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A CONSULTING CONTRACT BETWEEN THE CITY OF RIVIERA BEACH AND URBAN FARMERS INC. JOB TRAINING IN THE AMOUNT OF \$33,280 FOR THE HIRING OF AN ON THE JOB TRAINING SPECIALIST FOR THE DEVELOPMENT OF JOB OPPORTUNITIES FOR THE JUSTICE SERVICE CENTER'S RE-ENTRY PROGRAM AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONSULTING CONTRACT AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT 151-0202-569-2-3101; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City Council on October 7, 2009 approved an Interlocal Agreement with the Board of County Commissioners, Palm Beach County to accept funding for the Youth Violence Prevention Project in the City of Riviera Beach; and

**WHEREAS**, the Justice Service Center under the Youth Violence Prevention Project has identified a gap in services to clientele and plans to develop a Justice Service Center On the Job Training Program; and

**WHEREAS**, the Justice Service Center has identified Urban Farmers Inc. Job Training to develop job opportunities for ex-offenders re-entering to the community; and

**WHEREAS**, the City is desirous of entering into a contract with Urban Farmers Inc. in the amount of \$33,280 for the hiring of a Job Trainer and participant's salary for Fiscal Year 2009-2010 for the hiring of a Job Trainer.

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

**SECTION 1.** The City Council approves the contract between the City of Riviera Beach and Urban Farmers Inc. in the amount of \$33,280.

RESOLUTION NO. 24-10

PAGE -2-

**SECTION 2.** The City Council authorizes the Mayor and City Clerk to execute the Contract.

**SECTION 3.** The City Council authorizes the Finance Director to expend funds from Account 151-0202-569-2-3101.

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

**MARCH 3, 2010**

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RESOLUTION NO. 24-10

PAGE 3

APPROVED:



**THOMAS A. MASTERS**  
MAYOR

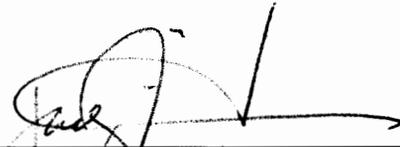


**DAWN S. PARDO**  
CHAIRPERSON

ATTEST:



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



**JUDY L. DAVIS**  
CHAIR PRO TEM



**BILLIE E. BROOKS**  
COUNCILPERSON



**TONYA DAVIS JOHNSON**  
COUNCILPERSON

**ABSENT**

**SHELBY L. LOWE**  
COUNCILPERSON

MOTIONED BY: J. DAVIS

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B. BROOKS AYE

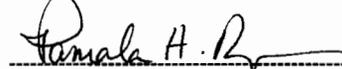
J. DAVIS AYE

T. JOHNSON AYE

D. PARDO AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/23/10

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

This Contract is made as of this 8th day of February, 2010, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida hereinafter referred to as the CITY, and Urban Farmers Inc. Job Training a political subdivision of the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. or Social Security number is 80-6228731.

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

**ARTICLE 1 - SERVICES**

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

The CITY'S representative/liason during the performance of this Contract shall be Gloria Shuttlesworth, telephone number (561) 845-4169.

**ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on February 8, 2010 and complete all services by September 30, 2010.

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

**ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. Generally - The CITY agrees to compensate the CONSULTANT in accordance with the fee proposal set forth in Exhibit "A" attached hereto and incorporated by reference herein but in no event more than \$33,280. The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. Reimbursable expenses, as identified in said fee proposal, incurred during the course of the performance of this Contract, including, but not limited to, out-of-pocket expenses for express mail, computerized research, word processing charges, long distance telephone, postage and photocopying shall be itemized and invoiced separately. The CITY shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the CONSULTANT providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit "A, without specific, prior approval of the City.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals or lodging expenses, which may be reimbursable under the terms of this Contract, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY of Riviera Beach. Since this account will thereupon be closed, any and other further charges, if not properly included in this final invoice, are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

#### **ARTICLE 4 - TERMINATION**

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

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 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 Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

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

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

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field(s).

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

#### **ARTICLE 6 - FEDERAL AND STATE TAX**

The CITY is exempt from payment of Florida State Sales and Use Tax. The CITY will sign an exemption certificate submitted by the CONSULTANT as relevant. The CONSULTANT is not authorized to use the CITY'S Tax Exemption Number in securing such materials.

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

#### **ARTICLE 7 - INSURANCE**

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

liability, in the amount of \$100,000.00 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by or contracting with the CONSULTANT.

- C. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$100,000.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the CONSULTANT.
- D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY, if requested.

#### **ARTICLE 8 - INDEMNIFICATION**

The CONSULTANT 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 CONSULTANT, its agents, servants, or employees in the performance of services under this Contract.

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

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

The CONSULTANT shall defend all actions in the name of the CITY, when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONSULTANT.

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

#### **ARTICLE 9 - SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 10 - VENUE**

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

#### **ARTICLE 11 - REMEDIES**

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

#### **ARTICLE 12 - CONFLICT OF INTEREST**

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

The CONSULTANT shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the

association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

### **ARTICLE 13 – DELAYS AND EXTENSION OF TIME**

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

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

If the CONSULTANT is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other consultant employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONSULTANT'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

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

### **ARTICLE 14 - INDEBTEDNESS**

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

### **ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

All documents prepared by The CONSULTANT for final payment of any amounts due under

this Contract may be inspected by the CITY and/or copies of such documents can be made upon request.

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

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

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

#### **ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

#### **ARTICLE 17 - ACCESS AND AUDITS**

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

#### **ARTICLE 18 - ENFORCEMENT COSTS**

If any legal action or other proceeding, including but not limited to arbitration and/or mediation, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation

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

#### **ARTICLE 19 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

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

#### **ARTICLE 20 - SEVERABILITY**

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

#### **ARTICLE 21 - PUBLIC ENTITY CRIMES**

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

#### **ARTICLE 22 - MODIFICATION OF WORK**

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

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

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and the City Manager.

### **ARTICLE 23 - NOTICE**

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

Gloria Shuttlesworth, Assistant City Manager  
City of Riviera Beach  
600 W. Blue Heron Blvd  
Riviera Beach, Florida 33404

and if sent to the CONSULTANT shall be mailed to:

Terry C. Booty, President  
Urban Farmers Inc.  
701 S. Olive St. 204  
West Palm Beach, FL 33401

### **ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The CITY and the CONSULTANT agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with the Modification of Work article.

### **ARTICLE 25 - PROTECTION OF WORK AND PROPERTY**

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

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and

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

#### **ARTICLE 26 - TERMINOLOGY AND CAPTIONS**

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

#### **ARTICLE 27 - WAIVER**

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

#### **ARTICLE 28 - PREPARATION**

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

#### **ARTICLE 29 - MATERIALITY**

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

#### **ARTICLE 30 - REPRESENTATIONS/BINDING AUTHORITY**

CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Dr. Dennis P. Gallon of Palm Beach Community College hereby represents to the CITY that he has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

#### **ARTICLE 31 - EXHIBITS**

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

### **ARTICLE 32 - NOTICE OF COMPLAINTS OR SUITS**

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

### **ARTICLE 33 – SURVIVABILITY**

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

### **ARTICLE 34 - DEFAULT**

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

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

The CONSULTANT shall provide written notice to the CITY of the occurrence of any event of

default within ten (10) days of the CONSULTANT'S receipt of notice of any such default.

**ARTICLE 35 - WAIVER OF SUBROGATION**

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

**ARTICLE 36 - RIGHT TO REVIEW**

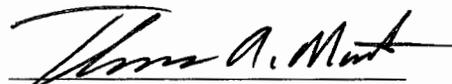
The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract.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

**[SIGNATURES ON FOLLOWING PAGE]**

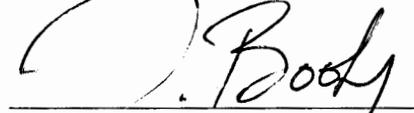
**CONTRACT WITH THE CITY OF RIVIERA BEACH**

**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

BY:   
THOMAS A. MASTER  
MAYOR

URBAN FARMERS INC.

BY:   
TERRY C. BOOTY  
PRESIDENT

ATTEST:

BY:   
CARRIE E. WARD  
CITY CLERK, MMC

APPROVED AS TO TERMS AND  
CONDITIONS

BY: \_\_\_\_\_  
GLORIA SHUTTLESWORTH  
ASSISTANT CITY MANAGER

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
PAMALA H. RYAN  
CITY ATTORNEY

DATE: 2/24/10

Jeanette A. Gordon  
Justice Service Center  
City of Riviera Beach  
2051 MLK Blvd. Ste 307  
Riviera Beach, FL 33404

Urban Farmers Inc.  
701 S. Olive St. Suite 204  
West Palm Beach FL, 33401

Re: On the Job Training Program – Construction Workforce

Ms. Gordon,

Urban Farmers Inc. proposes the following management services for the Justice Service Center On- The Job Training Program:

Program Development

Urban Farmers Inc will create a basic construction curriculum focused on residential rehabilitation and new construction. The core of the curriculum is designed to expose ex-offenders to various tasks associated with the most common trades in the construction industry; carpenter, masonry, electrical, mechanical, plumbing, drywall and landscaping. The program will function in two parts, guided field work and guided independent research. Urban Farmers will develop metrics for client evaluation, access to trade certification programs, and employment referral services. Each aspect of the program will be tailored to the Justice Service Center client base.

Program Management

Urban Farmers Inc will serve as the Program Manager for client training, project identification, project development, progress reporting, and client evaluation. The implementation of the On-the-Job-Training Program is critical to the success of the JSC clients bridging the gap between incarceration and gainful employment. As the Program Manager, we are held accountable for all aspects related to the On-the-Job Training Program. This single point of accountable is the strength of our management; from building permits to mentorship, our success is based on intimate knowledge the construction project and the trainee.

Employment Structure

Urban Farmers Inc. will be the hiring agent of the JSC clients. Each trainee will be hired based on JSC recommendation. Employment duration will be established based on the specific projects with time allotted for weekly evaluation and coaching. The trainees will be paid at an hourly rate \$1.00 above Florida state minimum wage. The incentivized rate is based on intensity of the work.

Program Cost

The cost of the program includes the wages for the trainees, professional tradesmen's, management fees, and tools. The following table represents the cost for each portion of the program:

<b>Cost Breakdown</b>	
JSC Trainees	\$20,000
Supervision	\$6,000
Equipment & Materials	\$7,280

The total initial cost of the program is \$33,280.00.

We look forward to working with the Justice Service Center.



Terry C. Booty

Urban Farmers Inc.

RESOLUTION NO. 25-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR MUNICIPAL MARINA CONSTRUCTION UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM; AUTHORIZING JH SPRAGUE CONSULTING LLC, TO PREPARE THE GRANT APPLICATION AND REPRESENT THE CITY AS REQUIRED; AND PROVIDING AN EFFECTIVE DATE.

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

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

**Project Title:** Municipal Marina Construction

**Total Project Estimated Cost:** \$10-12,000,000.00

**Total Estimated Cost related to this grant application:** \$2,000,000.00

**Brief Description of Project:** Phase II includes construction of new floating docks, finger piers, seawall, storm water management facilities, utilities, and maintenance dredging of the marina basin. Inclusive of the improvements will be construction of the sea wall and storm water management facilities.

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

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

**SECTION 1.** That the City Manager is authorized to submit a grant application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the grant application amount.

**SECTION 2.** That in accordance with the requirements of the Florida Inland Navigation District (FIND) application, the City of Riviera Beach certifies to the following:

1. That it will accept the terms and conditions set forth in FIND rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the proposal.
2. That it is in complete accord with the proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications thereto unless prior approval for any change has been received from FIND.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of the City of Riviera Beach for public use.
4. That it will not discriminate against any person based on race, color or national origin in the use of said property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88.352 (1964) and design and construct the facilities to comply fully with statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.
5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.
6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

**SECTION 3.** That JH Sprague Consulting, LLC, is authorized to prepare the FIND grant application on behalf of the City and represent the City of Riviera Beach at required meetings.

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

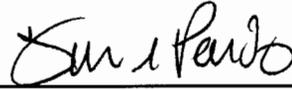
**PASSED and APPROVED this 3RD day of MARCH, 2010.**

**SIGNATURES ON FOLLOWING PAGE**

PASSED and APPROVED this 3RD day of MARCH, 2010.

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

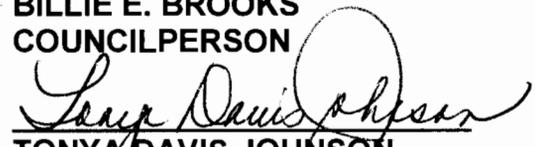
  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
CHAIR PRO TEM

  
BILLIE E. BROOKS  
COUNCILPERSON

  
TONYA DAVIS JOHNSON  
COUNCILPERSON

ABSENT  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: T. JOHNSON

B. BROOKS AYE

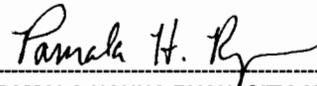
J. DAVIS AYE

T. JOHNSON AYE

D. PARDO AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL  
SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY  
DATE: 3/2/10

RESOLUTION NO. 26-10

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 AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND BLACK ENTERTAINMENT TELEVISION (BET) TO HOST THE 2010 SPRING BLING AND DIRECTING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR SAME IN THE SPECIAL EVENTS FUND ACCOUNT NO. 138 AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, The City of Riviera Beach has been selected to host the BET Spring Bling 2010 event scheduled for April 10, 2010, on the beautiful Singer Island, Riviera Beach; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Riviera Beach, Palm Beach County, Florida that:

**SECTION 1:** The Mayor and City Clerk are hereby authorized to execute the Agreement between the City of Riviera Beach and Black Entertainment Television (BET) for the BET Spring Bling 2010 event.

**SECTION 2:** The Finance Director to set up a budget for the event as follows:

Revenue		
138-00-337707	PB COUNTY TDC GRANT	\$75,000
138-00-347413	SPR BLG BUS PASS	\$6,500
138-00-347408	VENDOR BOOTH	\$1,000
Expenditures		
138-0203-572-0-1203	OVERTIME-	\$48,850
138-0203-572-0-3101	CONTR. SERVICES	\$33,650
138-0203-572-0-5201	OPER SUPP	\$9,700

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

**PASSED and APPROVED** this 3RD day of MARCH, 2010.

APPROVED:

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

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

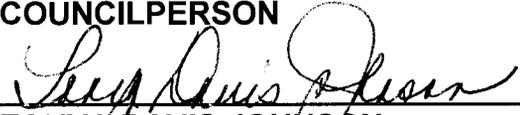
(MUNICIPAL SEAL)

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

ATTEST:

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

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

  
\_\_\_\_\_  
TONYA DAVIS JOHNSON  
COUNCILPERSON

\_\_\_\_\_  
**ABSENT**  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: T. JOHNSON

B. BROOKS: AYE

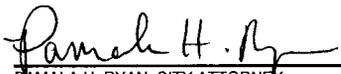
J. DAVIS: AYE

T. JOHNSON: AYE

D. PARDO: AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA H. RYAN, CITY ATTORNEY

DATE: 2/23/10

**AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND  
BLACK ENTERTAINMENT TELEVISION**

**THIS AGREEMENT** (“*Agreement*”) shall be effective as of the date last executed below, by and between **BLACK ENTERTAINMENT TELEVISION LLC** (“*BET*”), a District of Columbia limited liability company, with its principal place of business located at One BET Plaza, 1235 “W” Street, N.E., Washington, D.C. 20018 and **THE CITY OF RIVIERA BEACH** (“*City*”), a Florida municipal corporation with its principal place of business located at 600 West Blue Heron Boulevard, Riviera Beach, FL 33404.

**WHEREAS**, BET desires to engage the City to provide for the use of a portion of the Municipal Beach located on Singer Island, as set forth in the site plan attached hereto as Exhibit “A” (the “*Venue*”) to be used in connection with the production and taping of BET’s program entitled “Spring Bling” scheduled for April 10, 2010, (the “*Program*”); and

**WHEREAS**, the City desires to provide such Venue and additional items as set forth herein for the production and taping of the Program.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of the parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

**I. CITY OBLIGATIONS.**

**A. City shall:**

1. Except for the area identified as “Protected Dunes” in Exhibit “A”, provide BET with total and unrestricted access to the Venue from Tuesday, April 6, 2010 to Monday, April 12, 2010; The above mentioned access is subject to the agreed upon limitations discussed by BET and Catalfumo Construction and Development, Inc.
2. Provide a shuttle service to and from the Venue for the Program audience from an off-site parking area(s), unless BET contracts directly with BET’s chosen vendor. The off-site parking area(s) shall be selected by the City. The City reserves the right to charge the Program audience up to seven dollars (\$7.00) per day for parking. The shuttle service shall be provided free to BET staff or participants upon providing the City with a list of those individuals the day prior to the scheduled program (April 10, 2010); however, the City reserves the right to charge a round-trip fee of seven dollars (\$7.00) to the Program audience for such shuttle service to and from the event site.
3. In order to accommodate the Program, the City agrees to temporarily close agreed upon public rights-of-ways from Tuesday, April 6, 2010, at 8 p.m. until 9 a.m. on Monday, April 12, 2010, to be identified by the proper City representative in conjunction with the security contractor for BET and Donna Foster-Dotson or Wayne Brooks of BET. Times and dates are subject to revisions, as long as such revisions are agreed to by both parties.

4. Use best efforts to secure approximately ten (10) vendor(s) to provide concession services at the Venue on April 10, 2010. Said vendors may be located on the inside and/or the outside of the Venue as agreed upon by both parties. However, should it be determined by another governmental agency or entity having jurisdiction over said vendors that the vendors may not be inside the Venue, the City will provide accommodations for said vendors directly outside the Venue and will provide public works assistance to support said vendors outside the Venue. BET's approval of these vendors shall not be unreasonably withheld.
5. Provide helicopter landing pad (if needed) at or near the City's Police Department. Assist BET in determining the location for BET to set up barricades being provided by BET at or near the Venue.
6. City shall assist with securing the fencing, limited to the amount available, including the placement and type of fence, as directed by Donna Foster-Dotson or BET's designee. Install fencing (at least eight (8) feet in height) around the Venue as designated on Exhibit "A" in blue and shall assist with removing the fencing after completion of the Program. City shall also install rope and stanchion to secure the "Protected Dunes" shown on Exhibit "A" and ensure no individuals are permitted access to said "Protected Dunes". Prior to the installation of the fence, rope and stanchion, City shall verify by an underground survey all utility lines that may be present at or near the Venue. In addition, provide adequate barricades for the Program at the location within the Venue as directed by BET. Notwithstanding the above, City shall only be obligated to provide fencing in the amount of what it has available in its current inventory and will not be obligated to purchase any additional fencing.
7. Provide lifeguards based on the City's determination of the number of lifeguards needed from 11a.m. to 8p.m. on April 10, 2010.
8. Provide adequate police and police escorts, fire and EMS personnel necessary to properly protect the public on April 10, 2010, during the Program. "Adequate" for purposes of this provision shall be determined in the sole discretion of the City. Notwithstanding the City's sole discretion in determining "Adequate", the City will consult with BET's security contractor, BET personnel and BET's designees regarding Adequate protection of the public and the event.
9. Waive the cost for all City permits related to BET's use of the Venue and any permits related the filming of the Program.

## **II. BET OBLIGATIONS.**

### **A. BET shall:**

1. Provide all the necessary personnel and equipment to produce the Program.

2. Comply with all applicable Federal, State, local laws and ordinances applicable to all issues related to the Venue, the Program and its participants and audience, including, but not limited to, public safety.
3. Obtain all the necessary Federal, State, and local licenses and permits.
4. Provide any and all emergency access required by the City and its employees for the safety and welfare of the community and those attending the Program, and provide proper entrances into any gates which are locked. If, in the course of BET's operations, BET, its officers, agents and/or employees become aware of any condition in or about the Venue which may be dangerous, BET shall take reasonable measures to correct such condition or if such condition cannot be corrected, cease operations upon becoming aware or being notified of such condition so as not to endanger persons or property.
5. Coordinate and make the appropriate arrangements with any merchants or residents affected by the street closures to ensure that they are provided sufficient and reasonable access to their businesses and residences. Within a reasonable time period prior to the opening day of the Program, BET, with the assistance of the City, shall complete a preliminary construction and traffic flow schedule including opening and closing times for all streets or lanes and including the use of variable message signs, if applicable. The final Maintenance of Traffic Plan ("MOT Plan") shall be completed prior to the opening day of the Program. No additional street or lane closures will be permitted unless included in the MOT Plan or unless otherwise agreed upon by BET and City.
6. Secure sponsors for sponsor area inside Venue and provide the City with a list of sponsors no later than 20 days prior to the program.
7. In BET's sole discretion, distribute free BET giveaways supplied by BET.
8. Distribute complimentary tickets to the college markets for all shows.
9. Provide City with two hundred (200) complimentary tickets.
10. Secure all performers and ensure the City has no obligation to said performers including, but not limited to, payment or other contractual obligations of BET. City shall not be named as a party in any contract for the Program and City shall have no obligation to ensure payment to any individual or entity for goods and/or services provided in conjunction with the Program, except as set forth herein. City shall have no responsibilities to any performing rights licensing organization for any performances during the Program.
11. Provide clean up of the Venue and adjacent areas, including but not limited to, the parking area at or near the Venue, during and after the Program.
12. Prohibit all pets from entering the Venue, whether on leash or otherwise. The only

exception will be police dogs on duty and dogs designated for assisting the disabled.

13. Provide adequate private security within the Venue. "Adequate" for purposes of this provision shall be determined in the sole discretion of BET. Notwithstanding BET's sole discretion in determining "Adequate", BET will consult with the City's Police Officials, City personnel and City's designees regarding Adequate protection of the public and the event. BET's security guards shall be unarmed unless otherwise approved by the City's Police Department. While the City makes no warranties as to any obligation to provide security for or in the Venue outside of standard public safety and security measures supplied by the City in general, any and all security issues shall be under the authority of the City's police department. BET shall consider increasing the level of private security being provided by BET within the Venue, at BET's sole discretion, if requested to do so by the City. The private security shall be obtained from an insured and bonded company licensed and authorized to do business in the State of Florida.
14. Provide metal detectors at the audience entrance identified on Exhibit "A".
15. Provide City's representative with two (2) copies of BET scheduled events for the Program and detailed copies of event floor plan, which shall be updated by BET as promptly as is reasonably possible upon the addition of any new items. A final detailed event floor plan for the Program should include the locations of any tents, port-o-lets, parking, stages, booths, etc. and the times when such will be constructed and dismantled. Such floor plan shall be reviewable by the appropriate City departments. Any further material changes made to the final floor plan after review by the City departments must be reviewed by the City. BET shall not conduct any other events or conduct any other business at or near the Venue except that which is authorized in this Agreement and contained within the copies provided of BET scheduled events for the Program.
16. No more than five (5) days prior to the Program, meet with the City's representative to inspect and document the condition of the Venue. Prior to the opening of the Program, meet with the City's representative to conduct a final inspection of the Venue to ensure that the location of booths, stages, port-o-lets, etc. are in accordance with the floor plan.
17. Obtain pre-approval from City for all signs, banners, posters and flags before posting at or near the Venue, such approval shall not be unreasonably withheld.
18. Provide City's representative with the name and telephone number of a management person of BET who will be on call, at all times from Tuesday, April 6, 2010 to Sunday, April 11, 2010, for emergencies or other matters related to the operations at the Venue and the Program. This management person of BET shall ensure that all BET staff, sponsors and representatives are courteous and cooperative and present a neat, clean and professional appearance at all times.

19. Provide City's representative with the name and cell phone numbers of all key responsible staff members who will be present at the Venue during the Program.
20. Provide City's representative with copies of all appropriate permits and licenses required by the City upon request.
21. Make best efforts to conduct its operations and the Program in an orderly manner so as not to annoy, disturb or be offensive to other patrons or residents near the Venue.
22. At its own expense, return the Venue to the City in as good condition as it was prior to being provided access thereto, including, but not limited to, repairing any and all damage to the Venue. BET will be responsible for only those damages that are caused in connection with the Program and under the terms of this Agreement. BET agrees to repair or replace within forty-eight (48) hours after the Program, or within such additional time as may be granted by the City Manager or the City Manager's designee, any damage caused to any City-owned property provided for the use of BET under the terms of this Agreement. If, after forty-eight (48) hours after the conclusion of the Program, such repairs are not made or an extension to make such repairs is not granted, the City may make such repairs and BET shall within a reasonable time period reimburse the City for its costs in doing so.
23. Make best efforts to ensure no alcoholic beverages and no illegal substances are brought into the Venue.
24. Make best efforts to ensure no person remains in the Venue overnight, except for on-duty security and BET staff, sponsors or representatives.
25. Provide appropriate staff to coordinate talent parking, talent drop-off, talent and staff entrance and talent green rooms shown on Exhibit "A".
26. Within the Venue provide all custodial service; all lighting, equipment and generators to support such lighting and equipment; trash dumpsters; and portable toilets.
27. Use reasonable efforts to include in announcements during the Program regarding the Program location and Venue, the City's slogan, "The City of Riviera Beach, Palm Beach County, Florida, The Best Waterfront City in which to live, work and play."
28. Promote the City of Riviera Beach on BET's basic cable television network through the use of a thirty (30) second promotional video of the City of Riviera Beach. The City shall prepare and submit such promotional video to BET for its approval, which approval shall not be unreasonably withheld. The promotional video must meet BET's quality control standards and standards and practices prior to airing on the BET network. The promotional video shall run on BET's basic cable television network at least once per each initial airdate of the Program by BET on BET's basic

cable television network.

29. BET recognizes that the City is applying for a Tourist Development Council Special Projects Grant in the amount of Seventy Five Thousand Dollars (\$75,000), to be used towards the City's cost of hosting the event and for the environmental mitigation of the turtle population on the beach. BET, may, in its sole discretion, decide to provide the City with receipts and other relevant documentation of costs expended related to environmental mitigation, and if said costs are approved by the City, BET will be reimbursed up to Sixteen Thousand Eight Dollars (\$16,008) of the grant funds. In the event that the City's revenues as it relates to this event do not exceed the City's expenses for this event, the City will decrease the amount of reimbursement as it relates to the environmental mitigation by the amount that expenses exceed revenues. In the event that there are potential overages in the City's budgeted cost for gratis services that the City provides to BET, the City shall inform BET of the potential overages prior to incurring said overages and allow BET the opportunity to mitigate said potential overages before agreeing to be responsible for said overages.

**III. CONSIDERATION.** In consideration of the rights granted and the obligations performed by City herein, BET agrees to publicize its Program's location as the City of Riviera Beach, FL, and to perform the BET obligations as set forth herein. In consideration of BET's publicizing the City of Riviera Beach, the City agrees to provide the Venue for BET's Program at no cost to BET and to perform the City obligations as set forth herein. The obligations, rights and services provided by the City are estimated to have a value equivalent to Seventy Five Thousand Dollar (\$75,000.00).

**IV. TERM.** The term of this Agreement shall commence on the date last executed below and expire on Monday, April 12, 2010 or upon completion of services as set forth herein, unless terminated earlier as set forth herein ("Term"). Both parties recognize that BET's failure to obtain all necessary licenses or permits prior to the event will relieve both parties of their performance obligations under this Agreement.

**V. TERMINATION.**

A. If at any time during the Term of the Agreement, BET elects to discontinue production of the Program, or any of the episodes hereunder, or change the format of the Program, BET may terminate this Agreement upon seven (7) days prior written notice thereof. In such event, BET shall have no further obligation to City.

B. In addition, BET may immediately terminate this Agreement for breach of any material provision of this Agreement by City, or if City is unable to fulfill its obligations hereunder due to interference from or conflict with City's commitments with third parties; and BET shall thereupon have no further obligation to City.

C. City may immediately terminate this Agreement for breach of any material provision of this Agreement by BET, or if BET is unable to fulfill its obligations hereunder due to interference from or conflict with BET's commitments with third parties, or if the City determines that the Program presents an immediate threat to the health, safety or welfare of the public; and the City shall thereupon

have no further obligation to BET.

**VI. REPRESENTATIONS AND WARRANTIES.**

A. City hereby represents and warrants to BET that:

1. City has the full right and power to enter into this Agreement. City has not entered into, nor shall at any time hereafter enter into, any contract or commitment with any third party that shall prevent or interfere with the full and complete performance of City's obligations hereunder, or with the full exercise and enjoyment by BET of its rights hereunder. City is under no obligation to any other party which is in any way inconsistent with, or which imposes any restriction upon, City's acceptance of this engagement hereunder with BET or City's undertakings under this Agreement;
2. City is authorized to and possesses all of the necessary skills, licenses and certifications, if any, to legally perform the services required hereunder;
3. City shall fulfill all obligations set forth in this Agreement in a professional manner and in accordance with the terms of this Agreement; and
4. BET will not be obligated to make any payments or to pay any other consideration to City or to any third party, except as expressly specified in this Agreement in connection with the services provided and the exercise of the rights granted to BET herein.

B. BET hereby represents and warrants to City that:

1. BET has the full right and power to enter into this Agreement. BET has not entered into, nor shall at any time hereafter enter into, any contract or commitment with any third party that shall prevent or interfere with the full and complete performance of BET's obligations hereunder, or with the full exercise and enjoyment by City of its rights hereunder. BET is under no obligation to any other party which is in any way inconsistent with, or which imposes any restriction upon, BET's acceptance of this engagement hereunder with City or BET's undertakings under this Agreement;
2. BET is authorized to and possesses, or will possess prior to the start of the Program, all of the necessary skills, licenses, permits and certifications, if any, to legally perform the services required hereunder;
3. BET shall have, prior to the Program, all necessary performing rights and licenses and shall ensure that all performance payments required to be made, if any, under such licenses are made promptly;
4. BET shall duly license and receive authorization for all copyrighted material being used in the Program; and
5. BET shall fulfill all obligations set forth in this Agreement in a professional manner

and in accordance with the terms of this Agreement.

**VII. INDEMNIFICATION.**

A. BET shall indemnify, defend and hold harmless the City, its officials, agents, servants, and employees from and against any claim, demand, cause of action, damage, loss, liability, costs and expenses (including reasonable attorneys' fees) incurred in connection with any third party claim or demand made against BET, its officials, agents, servants, and employees arising out of or in any way related to: (i) any alleged or actual breach of any agreement, warranty, representation or grant made by BET; (ii) the performance or nonperformance of BET's obligations hereunder; or (iii) any infringement of any trademark or copyright, or any claim for slander, libel or the infringement of any right of privacy or right of publicity based on statements made by or actions of BET during the taping of the Program or the performance of any services by BET hereunder; or BET's failure to obtain all necessary performing rights and licenses for the Program. Notwithstanding anything to the contrary contained herein, neither party shall under any circumstances be liable for consequential, incidental, punitive, special, exemplary or indirect damages, or lost profits in connection with claims made by the other party or any other party, in connection with this Agreement regardless of the form, or whether in contract or tort.

B. BET further agrees to indemnify and save harmless and defend the City, its officials, 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 BET, its agents, servants, or employees in the performance of services under this Agreement. Nothing contained herein 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, Fla. Stat.

C. City agrees to indemnify and hold harmless BET to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the City shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the City. However, nothing herein shall be deemed to indemnify BET from any liability or claim arising out of the negligent performance or failure of performance of BET or any unrelated third party.

D. This indemnification includes, but is not limited to, the performance of this Agreement by BET, the operations of BET and its use of the Venue and closed public rights-of-way, and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims and the investigation thereof. This indemnification also includes, but is not limited to, the performance of this Agreement by the City and the operation of the City, and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims and the investigation thereof.

**VIII. PRODUCTION AND DELIVERY.**

A. Both parties recognize that time is of the "essence" with respect to the performance of their obligations hereunder. City shall cooperate with BET and its agents to ensure that the Venue is available and ready for the production and taping of the Program no later than April 6, 2010, or such other times as the parties may agree in writing. City shall use its best efforts in providing all services and obligations set forth hereunder.

B. BET shall have the opportunity to inspect the Venue. City shall use its best efforts to deliver the Venue in good working condition and free from damage or defect. Should any portion of the Venue be unsatisfactory to BET, BET and the City shall cooperate in order to take such steps necessary to remove the cause or basis for such disapproval.

C. All property taken into the Venue or nearby by BET is taken there at BET's own risk. The City shall not be responsible for any loss due to fire, theft, windstorm or from any other causes whatsoever, or should law enforcement officers seize, stop or prevent BET from conducting or continuing the Program.

D. The City shall have the authority to make periodic reasonable inspections of the Venue and adjacent areas to determine if such are being maintained in a neat and orderly condition and in accordance with the terms of this Agreement. BET shall be required to make reasonable improvement in cleaning or maintenance methods reasonably required by the City.

**IX. EXHIBITION OF THE PROGRAM.** Nothing herein shall be deemed to obligate BET or any of its parent or affiliated companies to broadcast or otherwise exhibit the Program on any of their cable networks or other audio or video outlets. BET shall include a statement in all advertisements, including but not limited to, basic and digital cable television on the BET network, radio, Internet and print material advertisements that the Program is being held in the City of Riviera Beach, Florida and, where applicable include a copy of the City's pre-approved trademarks, trade names and logos to promote the Program and the City. Any inadvertent failure by BET to provide said statement shall not be a material breach of this Agreement.

**X. PROMOTION.** BET shall publicize and advertise the Program in any and all media, including, but not limited to, basic and digital cable television on the BET Networks, radio, Internet, and print material. BET shall also post signs and posters at the Venue. City grants to BET the right to utilize City pre-approved trademarks, trade names and logos to promote the Program. All such posted signs and posters shall be removed by BET upon the completion of the Program.

**XI. OWNERSHIP RIGHTS.** As between BET and City, BET shall be the sole and exclusive owner of all right, title and interest in and to the Program (including footage of the Venue) throughout the universe and in perpetuity for use in any manner and media now known or hereafter devised including the Internet.

**XII. INSURANCE.** City acknowledges that it carries a standard Comprehensive General Liability Insurance policy not limited to property damage, third party liability for death, personal injury, personal property loss or damage, and products liability resulting from its obligations under this Agreement. City further acknowledges that such policy has a limit of not less than One Million

Dollars (\$1,000,000.00) for each occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate written by an insurance company that has an A. M. Bests Insurance Rating of not less than B+. City further agrees to provide BET with a certificate of insurance evidencing such coverage. Prior to the full execution of this Agreement, the certificate of insurance should be sent to the attention of Tracey Davis-Washington, Manager of Contracts and Insurance, Black Entertainment Television LLC, One BET plaza, 1235 "W" Street. N.E., Washington, DC 20018, no later than BET's use of the Venue.

Likewise, BET is hereby required to carry the following insurance:

A. Prior to execution of this Agreement by City, BET 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 BET 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 ten (10) days prior written notice to the City's representative. Except for Worker's Compensation Insurance, the City shall be listed as an additional insured on such insurance policy. Compliance with the foregoing requirements shall not relieve BET of its liability and obligations under this Agreement.

1. BET shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence/ \$3,000,000 aggregate to protect BET 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 BET or by anyone directly employed by or contracting with BET.
2. BET shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect BET 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 BET or by anyone directly or indirectly employed by BET.
3. BET shall provide the City with certificates of insurance for Broadcast Errors and Omission Insurance with worldwide coverage and Cyber Liability Coverage.

B. BET shall prior to the full execution of this Agreement send a copy of all required insurance to:

Marie Sullin, Risk Manager  
City of Riviera Beach  
2051 Martin Luther King Blvd  
Suite 302,  
Riviera Beach, FL 33404.

The parties to this Agreement shall carry Workers' Compensation insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party shall, in accordance with Section 440.05, Fla. Stat., apply for and obtain an exemption authorized by the Department of Insurance, a copy of such exemption shall be provided to the other party.

**XIII. STATUS OF PARTIES.** BET and City are not, and shall not be considered as joint venturers, partners, agents or employees of each other and nothing contained herein shall be deemed to constitute an employer-employee, agency, association, partnership or similar relationship. Neither party shall have the power to bind or obligate the other party except as specifically set forth in this Agreement. There shall be no liability on the part of one party hereto for debts incurred by the other party unless such has been agreed to in writing. City acknowledges that neither City nor any of the City's professionals, employees, representatives, subcontractors and other agents shall be deemed to be an employee of BET. City shall be solely responsible for City personnel, who act at City's own risk, expense, and supervision. City is solely responsible for compensating its employees or agents all commissions, taxes, including social security, unemployment taxes, income taxes, worker's compensation taxes, insurance and similar or related taxes, and for the withholding of any and all deductions required by law. No employees of City shall be entitled to any BET benefits, including life insurance, death benefits, accident or health insurance, qualified pension or retirement plans or other employee benefits. City shall hold BET harmless for City's failure to pay any commissions, unemployment and disability insurance, social security, pension tax, and other withholdings or deductions required by Federal or state law.

**XIV. FORCE MAJEURE.** If BET's use of the Venue is prevented, suspended, or postponed during the Term hereof, by reason of any fire, casualty, lockout, labor strike, riot, war, act of terrorism, act of God, or by ordinance, law, order or decree of any legally constituted authority ("*Force Majeure Event*"), then in any of such Force Majeure Event, this Agreement may, at the option of BET and/or the City, be suspended during the continuance of the Force Majeure Event. In the event that any such suspension described above shall be continuing for an aggregate period of seven (7) days, the City and/or BET may elect to immediately terminate this Agreement without any further obligation to the other.

**XV. ASSIGNMENTS.** Neither party may sell, transfer, assign, license or otherwise dispose of its rights hereunder without the prior written consent of the other party, except to the extent that BET may sell, transfer, assign, license or otherwise dispose of its rights in the Program as set forth above in Paragraph XI. Ownership Rights.

**XVI. MISCELLANEOUS.**

A. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflict of law principles thereof. The parties hereby agree to submit to the jurisdiction of the state and federal courts of the State of Florida for the purpose of resolving any dispute arising out of or resulting from this Agreement.

B. Notices. All notices, documents and statements required hereunder shall be in writing and hand delivered or certified or registered first class mail (postage prepaid and return receipt requested) or overnight delivery to the addresses set forth below unless notification of a change of address is given in writing. Notice may be sent confirmed facsimile transmission but a hard copy must also be mailed. Notice shall be deemed given when mailed and faxed as follows:

If to BET: Lawrence Cooper, Esq.  
Senior Vice President and Deputy General Counsel  
One BET Plaza  
1235 "W" Street, N.E.  
Washington, D.C. 20018  
Facsimile #: (202) 608-2504

cc: Eugene Caldwell  
Vice President, Production  
555 West 57<sup>th</sup> Street, 10<sup>th</sup> floor  
New York, NY 10019  
Facsimile #: (202) 608-2590

If to City: Troy F. Perry  
City of Riviera Beach  
600 West Blue Heron Boulevard  
Riviera Beach, FL 33404  
Facsimile #: (561) 845-4137

cc: Pamala H. Ryan, Esq.  
City Attorney  
600 West Blue Heron Boulevard  
Riviera Beach, FL 33404  
Facsimile #: (561) 845-4017

C. No Waiver. The waiver of any breach of this Agreement either by BET or City of any rights, remedies or defenses is not intended and will not be deemed a waiver of any additional rights, remedies or defenses to which such party would be entitled at law or in equity as to such breach. In addition, no waiver by either party of a breach of any term or provision of this Agreement will be construed to be a waiver of any proceeding or succeeding breach of the same or any other term or provision.

D. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument and may be

delivered via electronic transmission with the same force and effect as if it was executed and delivered by the parties simultaneously in the presence of one another.

E. Headings. The headings to the sections of this Agreement are for convenience only and shall not be considered part of this Agreement or be used in determining the intent of the parties.

F. Severability. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein.

G. Binding Nature. This Agreement will not be binding on BET unless and until this Agreement has been signed by the Mayor for the City of Riviera Beach and a fully executed Agreement has been returned to BET.

H. Survival. The provisions of Section VI (Representations and Warranties) and Section VII (Indemnification) shall survive the expiration or earlier termination of this Agreement.

I. Confidentiality. City agrees, subject to the Public Records Law as outlined in Chapter 119, Fla. Stat., that City will keep strictly confidential and will not disclose to anyone (exclusive of City's authorized agents and legal and financial representatives) the material terms of this Agreement without the prior written consent of BET's Legal Affairs Department.

J. Modifications or Extensions. Except as otherwise provided herein, this Agreement can only be modified or extended by a written agreement signed by both parties.

K. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, supersedes all previous written or verbal agreements between the parties, including but not limited to all representations, warranties, statements, correspondence, purchase orders, and understandings previously made by City or BET with respect to the subject matter of the Agreement.

IN WITNESS WHEREOF, BET and City have caused this Agreement to be executed, effective as of the date and year last executed below.

**THE CITY OF RIVIERA BEACH**

By: *Thomas Masters*  
Mayor

Name: Thomas A. Masters

Date: March 3, 2010

[SEAL]  
By: *Carrie E. Ward*  
Carrie E. Ward, MMC  
City Clerk

**BLACK ENTERTAINMENT TELEVISION  
LLC**

By: *Elyse Caldwell*  
Authorized Signatory

Name: Elyse Caldwell

Title: V.P. Production

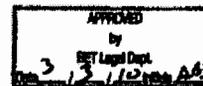
Date: 3/23/10

Approved as to legal form and sufficiency:

By: *Pamala H. Ryan*  
Pamala H. Ryan, Esq.  
City Attorney

Date: 3/30/10

APPROVED BY  
BET FINANCE DEPARTMENT  
Initials *JEL* Date 3/4/10



**EXHIBIT "A"**  
**SITE PLAN FOR VENUE**