

RESOLUTION NO. 81-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SETTING THE MAXIMUM MILLAGE RATE FOR FISCAL YEAR 2010-2011 AT A RATE OF 8.9980 MILLS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach City Council is required by Truth In Millage Compliance to set the maximum millage rate; and

**WHEREAS**, the City is also required to set the time and date of the first Public Hearing in September; and

**WHEREAS**, the public hearing cannot be the same date as the Board of County Commissioners or the School Board.

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

**SECTION 1.** The City Council set the maximum millage at 8.9980 mills for fiscal year 2010-2011.

**SECTION 2.** That the first public hearing be held in the City Council Chambers on September 9, 2010 at 6: 30 p.m. The Final Public Hearing will be on September 23, 2010 at 6:30 p.m.

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

**PASSED and APPROVED** this 2ND day of AUGUST, 2010.

RESOLUTION NO. 81-10  
PAGE 2

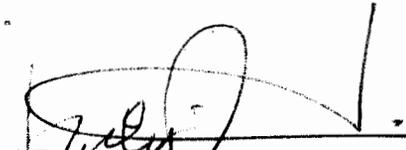
APPROVED:

  
THOMAS A. MASTERS  
MAYOR

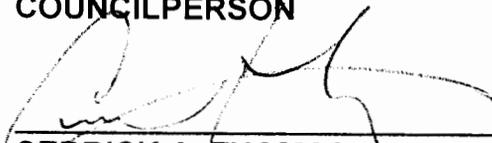
  
DAWN S. PARDO  
CHAIRPERSON

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: S. LOWE

SECONDED BY: J. DAVIS

D. PARDO NAY

J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7-29-10

**RESOLUTION NO. 82-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE 1<sup>ST</sup> AMENDMENT TO THE PORT CENTER LEASE AGREEMENT WITH HEATHER CROFT, LLC EXTENDING THE TERM OF LEASE FOR ONE (1), TWO- YEAR PERIOD COMMENCING AUGUST 1, 2010 AT THE CURRENT RATE OF \$24.41 PER SQUARE FOOT (\$64,903.20 ANNUALLY) FOR 2,658 SQUARE FEET OF COMMERCIAL RENTABLE SPACE CURRENTLY OCCUPIED BY THE HUMAN RESOURCES DEPARTMENT LOCATED ON THE 3<sup>RD</sup> FLOOR OF THE PORT CENTER, 2051 MARTIN LUTHER KING, JR BOULEVARD; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID LEASE EXTENSION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the owner of the Port Center, Heather Croft LLC has offered a lease renewal option for one (1), two-year period at the current rate; and

**WHEREAS**, there remains a need to continue to provide 2,658 square feet of commercial office space for the Human Resources Department at the Port Center located at 2051 Martin Luther King, Jr. Boulevard on the 3<sup>rd</sup> floor; and

**WHEREAS**, the terms of the amended lease will save the City approximately \$6,000 over the two year term compared with the original lease which included a minimum 3% annual rent increase.

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

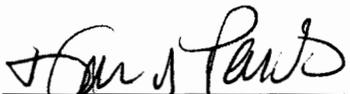
**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute the lease renewal option for one (1), two-year period at the current rate with Heather Croft LLC for 2,658 sq. ft of rentable commercial office space at an annual cost of \$64,903.20.

**SECTION 2.** That the Finance Director is hereby authorized to make monthly payments in the amount of \$5,406.81 from Account No. 001-0203-519-0-4402 for fiscal years 2010 – 2011 and 2011 - 2012.

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

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

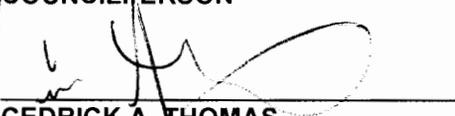
  
DAWN S. PARDO  
CHAIRPERSON

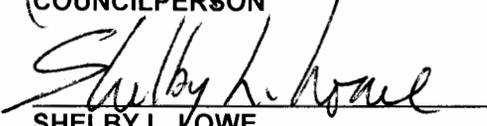
ATTEST:

  
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: B. BROOKS

D. PARDO AYE

J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/28/2010

## FIRST AMENDMENT TO LEASE

This **FIRST AMENDMENT TO LEASE**, made the 7<sup>th</sup> day of July, 2010 and between **Heather Croft, LLC** (hereinafter called "Landlord") and **City of Riviera Beach, Florida, a municipal government**, existing under the laws of the State of Florida (hereinafter called "Tenant").

**WHEREAS**, by Lease dated August 1, 2007 between the parties hereto, (the "Lease") Landlord Heather Croft, LLC and Mount Holly, LLC, leased to Tenant and Tenant leased from Landlord, for a term and upon the terms and conditions therein set forth, a certain portion of a building located at 2051 Martin Luther King Boulevard, a portion of the third floor, Riviera Beach, Florida. Here and after defined as ("the Premises");

**WHEREAS**, Landlord and Tenant have agreed to extend Tenant's Lease for a period of two (2) years, with an additional one (1) year option at then market rate.

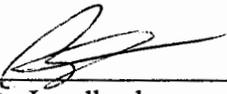
**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each party to the other, the receipt and sufficiency whereof are hereby acknowledged by both parties, Landlord and Tenant do hereby covenant and agree as follows:

1. The original Referenced Data Sheet shall be removed and is hereby replaced in its entirety with a new Referenced Data Sheet herein referred to as Exhibit H and attached to this First Amendment.
2. Deletion and Replacement of Paragraph 2. Term.  
The provisions of Paragraph 2 (Term) shall be deleted in its entirety and replaced with new language as follows:
  2. Terms and Rent
    - A. The term of the lease shall commence on August 1, 2010 and terminate at 12:00 midnight on July 31, 2012, unless sooner terminated as herein provided.
    - B. Landlord will grant Tenant a one year option at then current market rate.
    - C. The rent for the term of the lease will remain unchanged at \$ 24.41 per square foot.

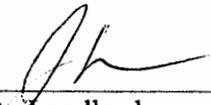
Except as expressly modified in this first amendment, the Lease Agreement and all rights and covenants set forth therein shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this **FIRST AMENDMENT TO LEASE** to be executed the day and year first above written.

**WITNESS: HEATHERCROFT, LLC and MOUNT HOLLY, LLC, (Landlord)**

  
\_\_\_\_\_  
As to Landlord

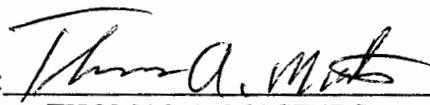
By:   
\_\_\_\_\_  
DAVID BRAKA  
Vice President

  
\_\_\_\_\_  
As to Landlord

**WITNESS:**

**CITY OF RIVIERA BEACH  
("Tenant")**

  
\_\_\_\_\_  
As to Tenant  
Carrie E. Ward  
Master Municipal Clerk  
City Clerk

By:   
\_\_\_\_\_  
THOMAS A. MASTERS

**APPROVED AS TO TERMS AND  
CONDITIONS**

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

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**BY: \_\_\_\_\_  
PAMALA H. RYAN  
CITY ATTORNEY**

**EXHIBIT "H"**

**REFERENCED DATA**

Any reference in this Lease to the following subjects shall incorporate therein the data stated for the subject(s) in this Section:

**DATE OF LEASE:** August 1, 2010

**LANDLORD:** Heather Croft, LLC & Mount Holly, LLC

**LANDLORD'S ADDRESS:** 450 Seventh Avenue. 45<sup>th</sup> Floor  
New York, New York 10123

**TENANT:** City of Riviera Beach, Florida

**TENANT'S ADDRESS:** 600 West Blue Heron Boulevard  
Riviera Beach, FL 33404

**DEMISED PREMISES:** Approximately  
Two thousand Six hundred Fifty Eight  
square ft. (2,658 sq. ft) rentable square  
feet on the 3rd floor of the Building.  
More particularly described as BIG H &  
SONS SALES & STORAGE FACILITY  
ALL OF PLAT (LESS ELY 80 FT &  
TRGLR COR CONGRESS AVE R/W).  
For all purposes hereof the Building shall  
be deemed to contain Sixty-One  
Thousand Four Hundred Sixty-Eight  
square ft. (61,468 sq. ft) rentable square  
feet.

**LEASE TERM:** Two (2) years.

**ESTIMATED DATE OF SUBSTANTIAL  
COMPLETION:** August 1, 2010

**RENTAL COMMENCEMENT DATE:** August 1, 2010

**EXPIRATION DATE OF LEASE  
TERM** July 31, 2012

**RENEWAL OPTION:** One (1) option to renew year for one (1) additional year  
at then current market rates.

**ANNUAL RENT:**  
Three

**Sixty-four Thousand Nine Hundred  
and 20/100 (\$64,903.20).**

**TENANT'S INITIAL SHARE OF  
TAXES AND OPERATING EXPENSES: N/A**

**TENANT'S PROPORTIONATE SHARE: N/A**

**BASE INDEX: N/A**

**PERMITTED USES: Those office uses permitted by Code.**

**PREPAID RENT: None.**

**SECURITY DEPOSIT: In lieu of a security deposit, Tenant previously paid the  
1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> months of the first lease  
year.**

**WITNESSES**

**LLC**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LANDLORD:**

**Heather Croft, LLC & Mount Holly,**

**By:**

  
David Brack

**WITNESSES**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TENANT:**

**City of Riviera Beach, Florida**

**By:**

  
**THOMAS A. MASTERS, MAYOR**

RESOLUTION NO. 83-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARING BID NO. 25810 TO CERES ENVIRONMENT SERVICES, INC. OF SARASOTA, FLORIDA AND ASHBRIIT INC. OF POMPANO BEACH, FLORIDA FOR A PERIOD OF THREE YEARS COMMENCING AUGUST 5, 2010; TO PROVIDE DEBRIS MANAGEMENT AND REMOVAL SERVICES ON AN AS-NEEDED BASIS FOR FUTURE DISASTERS IN THE CITY OF RIVIERA BEACH; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT; AUTHORIZING THE CITY MANAGER TO EXECUTE SUBSEQUENT CONTRACT RENEWALS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach experienced three (3) hurricanes between fiscal year 2004 and 2005 that resulted in approximately \$2,035,100.00 in damages. To insure the City is adequately prepared to effectively respond to potential future needs for debris removal services, an invitation to bid was publicly solicited to provide this service on an as-needed basis.

**WHEREAS**, in order to qualify for federal reimbursement the invitation for bids were solicited in accordance with the provisions of the City's Procurement Ordinance (2412) and Federal Emergency Management Agency (FEMA) requirements.

**WHEREAS**, the City has determined that Ceres Environment Services, Inc. of Sarasota, Florida and Ashbriit Inc. of Pompano Beach, Florida are respectively the lowest and second lowest responsive and responsible bidders satisfying the qualifications, terms and conditions of the bid.

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

**SECTION 1.** The City Council hereby accepts the bid and awards a 3 year service contract to Ceres Environment Services, Inc. of Sarasota, Florida and Ashbriit Inc. of Pompano Beach, Florida for debris management and removal services on an as-needed basis, for future disasters in the City of Riviera Beach; and hereby authorizes the Mayor and City Clerk to execute same.

**SECTION 2.** The Mayor and Finance Director are authorized to make payment from the appropriate accounts.

**SECTION 3.** The City Manager is hereby authorized to execute subsequent contract renewals as detailed in the contracts.

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

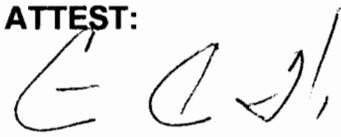
PASSED AND APPROVED this 4 day of August, 2010.

APPROVED:

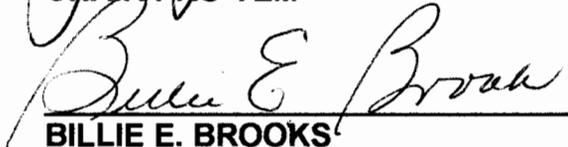
  
THOMAS A. MASTERS  
MAYOR

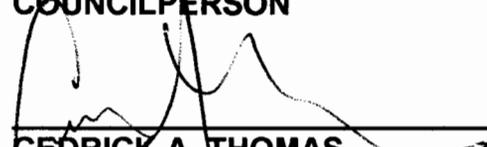
  
DAWN S. PARDO  
CHAIRPERSON

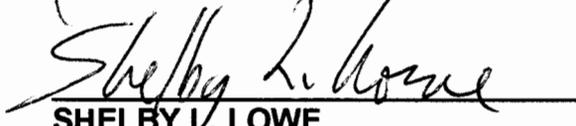
ATTEST:

  
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: B. BROOKS

D. PARDO AYE

J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7-28-2010

## DEBRIS MANAGEMENT AND REMOVAL SERVICES CONTRACT

THIS CONTRACT made and entered into this 27<sup>th</sup> day of July, 2010, by and between ASHBRIIT INC., hereinafter referred to as "INDEPENDENT CONTRACTOR" whose mailing address is 480 SOUTH ANDREWS AVENUE, SUITE 103, POMPANO BEACH, FLORIDA 33069 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 retain the services of the Independent Contractor for the purpose of providing debris management and removal services on an as needed basis, for future disasters in Riviera Beach to include emergency debris clearance (push), debris removal, temporary services debris staging and reduction site management, stump grinding, tree and limb removal, in accordance with OSHA and Environmental Protection Agency(s). The specifications for the project are more specifically set out in the Bid documents attached hereto as Exhibit "A".
2. Independent Contractor agrees to be bound by all the terms and conditions as set forth in Invitation For Bid No. 258-10.
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. The period of the Contract shall be three (3) years (36 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 contract and with all original terms, conditions and specifications of the contract remaining the same with no deviations. 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. The city manager is authorized to execute the renewals on behalf of the City.
5. If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to two thousand five hundred dollars (\$2,500) 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 accordance with the fee proposal as set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. The City shall not reimburse the 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".
7. Price adjustments will be made after the second year of the three (3) year contract and upon each subsequent year, based on the consumer price index (CPI). Unit prices shall be adjusted upward or downward annually to reflect changes in the CPI for Miami-Fort Lauderdale area. Beginning on \_\_\_\_\_, 2010 and upon the first renewal on \_\_\_\_\_, 2012, the unit contract prices shall be adjusted to reflect the increase or decrease in the CPI for the immediately preceding twelve (12) month period. The Independent Contractor shall notify the City in writing of increases that are based on the CPI, as provided in this section, no less than thirty (30) days prior to their implementation. Should the CPI be discontinued or substantially modified, an alternate index shall be chosen by mutual contract of the Independent Contractor and the City.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Prior to execution of this Contract by the City the Independent Contractor 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 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.

16. 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.

17. 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.

18. 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 Florida Statute section 440.02.

19. 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."

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the City' 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.

28. 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.

29. 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.

30. 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.

31. 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.

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

33. 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.

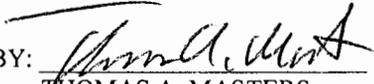
**SIGNATURES ON FOLLOWING PAGE**

**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

ASHBRITT, INC.

BY:   
THOMAS A. MASTERS  
MAYOR

BY:   
JOHN W. NOBLE  
MANAGER

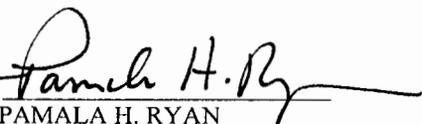
ATTEST:

(SEAL)

BY:   
CARRIE E. WARD, MMC  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
PAMALA H. RYAN  
CITY ATTORNEY

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

DATE: 7/16/10

## DEBRIS MANAGEMENT AND REMOVAL SERVICES CONTRACT

THIS CONTRACT made and entered into this 27<sup>th</sup> day of July, 2010, by and between CERES ENVIRONMENTAL, hereinafter referred to as "INDEPENDENT CONTRACTOR" whose mailing address is 6960 PROFESSIONAL PARKWAY, SARASOTA, FLORIDA 34240, 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 retain the services of the Independent Contractor for the purpose of providing debris management and removal services on an as needed basis, for future disasters in Riviera Beach to include emergency debris clearance (push), debris removal, temporary services debris staging and reduction site management, stump grinding, tree and limb removal, in accordance with OSHA and Environmental Protection Agency(ies). The specifications for the project are more specifically set out in the Bid documents attached hereto as Exhibit "A".

2. Independent Contractor agrees to be bound by all the terms and conditions as set forth in Invitation For Bid No. 258-10.

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. The period of the Contract shall be three (3) years (36 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 contract and with all original terms, conditions and specifications of the contract remaining the same with no deviations. 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. The city manager is authorized to execute the renewals on behalf of the City.

5. If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to two thousand five hundred dollars (\$2,500) 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 accordance with the fee proposal as set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. The City shall not reimburse the 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".

7. Price adjustments will be made after the second year of the three (3) year contract and upon each subsequent year, based on the consumer price index (CPI). Unit prices shall be adjusted upward or downward annually to reflect changes in the CPI for Miami-Fort Lauderdale area. Beginning on \_\_\_\_\_, 2010 and upon the first renewal on \_\_\_\_\_, 2012, the unit contract prices shall be adjusted to reflect the increase or decrease in the CPI for the immediately preceding twelve (12) month period. The Independent Contractor shall notify the City in writing of increases that are based on the CPI, as provided in this section, no less than thirty (30) days prior to their implementation. Should the CPI be discontinued or substantially modified, an alternate index shall be chosen by mutual contract of the Independent Contractor and the City.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Prior to execution of this Contract by the City the Independent Contractor 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 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.

16. 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.

17. 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.

18. 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 Florida Statute section 440.02.

19. 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."

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the City' 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.

28. 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.

29. 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.

30. 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.

31. 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.

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

33. 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**

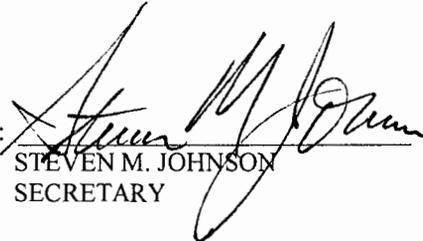
CONTRACT WITH THE CITY OF RIVIERA BEACH

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

CERES ENVIRONMENTAL

BY:   
THOMAS A. MASTERS  
MAYOR

BY:   
STEVEN M. JOHNSON  
SECRETARY

ATTEST:

(SEAL)

BY:   
CARRIE E. WARD, MMC  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
PAMALA H. RYAN  
CITY ATTORNEY

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

DATE: 7/16/10

RESOLUTION NO. 84-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY TO APPROVE AND ADOPT THE 2009 REVISED PALM BEACH COUNTY UNIFIED LOCAL MITIGATION STRATEGY PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Palm Beach County is susceptible to a variety of natural and man-made disasters; and

**WHEREAS**, the Disaster Mitigation Act of 2000, was enacted to establish a national disaster hazard mitigation program to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from disasters, and to assist state, local and Indian tribal governments in implementing effective hazard mitigation measures to ensure the continuation of critical services and facilities after a natural disaster; and

**WHEREAS**, the Disaster Mitigation Act of 2000, as a condition for qualifying for and receiving future federal mitigation assistance funding, requires such governments to have Federal Emergency Management Agency (FEMA) approved hazard mitigation plans in place that identify the natural hazards that could impact their jurisdictions, identify actions and activities to mitigate the effects of those hazards, and establish a coordinated process to implement plans; and

**WHEREAS**, recently, Palm Beach County's Local Mitigation Strategy (LMS) Steering Committee, in coordination with governmental and non-governmental stakeholders having an interest in reducing the impact of natural disasters, and with input from the private sector and other members of the public, developed and revised the Palm Beach County Unified Local Mitigation Strategy; and

**WHEREAS**, in order to promote the development of a countywide Unified Local Mitigation Strategy, the City of Riviera Beach approved Resolution 196-00 to enter into an Interlocal Agreement with Palm Beach County on November 15, 2000; and

**WHEREAS**, the 2009 revised Unified Local Mitigation Plan has been approved by the Florida Division of Emergency Management and FEMA and was adopted by the Board of County Commissioners on January 12, 2010; and

**WHEREAS**, the LMS Steering Committee recommends the formal adoption of the 2009 Revised Unified LMS Plan, including planned future enhancements and modifications described therein, by the County and all 38 participating municipalities.

**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 of Riviera Beach hereby approves and adopts the 2009 Revised Palm Beach County Unified Local Mitigation Strategy Plan in its entirety, as revised by the LMS and approved by the Palm Beach County Board of County Commissioners, the Florida Division of Emergency Management and the Federal Emergency Management Agency including future revisions or modifications reviewed and approved by the Local Mitigation Steering Committee.

**SECTION 2.** Except as modified herein, the current Local Mitigation Strategy Interlocal Agreement between the Board of County Commissioners, Palm Beach County, Florida, and City of Riviera Beach, shall remain in full force and effect.

**SECTION 3.** The City of Riviera Beach authorizes the appropriate City Officials to pursue available funding opportunities for implementation of proposed mitigation initiatives described in the Plan, and upon receipt of such funding or other necessary resources, seek to implement the actions in accordance with the mitigation strategies set out by the plan.

**SECTION 4.** The City of Riviera Beach will continue to support and participate in the LMS planning and implementation process as required by FEMA, the Florida Division of Emergency Management, and the Palm Beach County LMS Steering Committee.

**SECTION 5.** The City of Riviera Beach directs the City Clerk to transmit an original of the executed Resolution to the Palm Beach County Division of Emergency Management, attention LMS Coordinator, for filing in the Office of the Clerk & Comptroller.

**SECTION 6.** This Resolution shall take effect immediately upon approval.

**PASSED and APPROVED this 4TH day of AUGUST, 2010.**

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

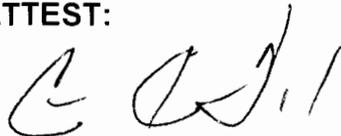
RESOLUTION NO. 8410  
PAGE 3

APPROVED:

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

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

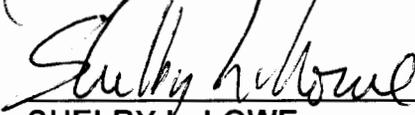
ATTEST:

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

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

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

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

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

MOTIONED BY: J. DAVIS

SECONDED BY: B. BROOKS

D. PARDO AYE

J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY  
  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7-28-10

RESOLUTION NO. 85-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SECOND AMENDMENT TO THE DEVELOPMENT REGIONS GRANT AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR FUNDING FOR EARL L. PLEASANT CUSTOM CERAMIC TILE EXTENDING THE COMPLETION DATE TO FEBRUARY 19, 2011 AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on June 19, 2007, Palm Beach County and the City of Riviera Beach entered into a Grant Agreement for three (3) business projects: Earl L. Pleasant Custom Ceramic Tile, Fannie Mae Tots, Inc. and E-Z Weld, Inc. ; and

**WHEREAS**, Fannie Mae Tots and E-Z Weld, Inc. have completed their projects to purchase equipment; and

**WHEREAS**, the City of Riviera Beach has requested a second twelve (12) month extension for Earl L. Pleasant Custom Ceramic Tile to complete its project; and

**WHEREAS**, Palm Beach County and City of Riviera Beach desire to amend the Agreement with a completion date ending February 19, 2011.

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

**SECTION 1.** The Mayor and City Clerk are hereby authorized to execute the Second Amendment to the Agreement between Palm Beach County and the City of Riviera Beach for the aforementioned project.

**SECTION 2.** This Resolution shall take effect immediately upon its approval.

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

RESOLUTION NO. 85-10  
PAGE 2

PASSED AND APPROVED this 4 day of August, 2010.

APPROVED:

Thomas A. Masters  
THOMAS A. MASTERS  
MAYOR

(MUNICIPAL SEAL)

Dawn S. Pardo  
DAWN S. PARDO  
CHAIRPERSON

Judy L. Davis  
JUDY L. DAVIS  
CHAIR PRO-TEM

Billie E. Brooks  
BILLIE E. BROOKS  
COUNCILPERSON

Cedrick L. Thomas  
CEDRICK L. THOMAS  
COUNCILPERSON

Shelby L. Lowe  
SHELBY L. LOWE  
COUNCILPERSON

ATTEST

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

MOTIONED BY: J. DAVIS

SECONDED BY: B. BROOKS

D. PARDO: AYE

J. DAVIS: AYE

B. BROOKS: AYE

C. THOMAS: AYE

S. LOWE: AYE

REVIEWED AS TO LEGAL  
SUFFICIENCY

Pamela H. Ryan  
PAMALA H. RYAN  
CITY ATTORNEY

Date 7/27/10

RESOLUTION NO. 86-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF \$1,236,000 BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY FOR THE CONTINUATION OF THE DISASTER RECOVERY PROGRAM FROM JULY 1, 2010 UNTIL SEPTEMBER 16, 2010, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT AND FURTHER AUTHORIZE THE FINANCE DIRECTOR TO DISBURSE FUNDS PER THE COST OF REHABILITATION FOR HURRICANE RELATED DAMAGES IN EXCESS OF \$10,000 AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Palm Beach County entered into a Contract in 2007 with the State of Florida Department of Community Affairs in connection with the States 2005 Disaster Recovery Initiative Program with funds provided by the US Department of Housing and Urban Development; and

**WHEREAS**, the City of Riviera Beach was allocated \$1,236,000 under said contract to implement specified activities under the 2005 Disaster Recovery Initiative Program; and

**WHEREAS**, the project contained in this agreement is a continuation of the project contained in a prior agreement between the City of Riviera Beach and the County dated March 24, 2008 as amended in April 2009 and further amended in October 2009; and

**WHEREAS**, the current amended agreement between the City and the County has expired and will be replaced by a new agreement continuing the project; and

**WHEREAS**, the purpose of the new agreement is to continue to make funds available to the City under the State of Florida funded Disaster Recovery Initiative Program to implement a rehabilitation program; and

**WHEREAS**, in order to continue the implementation of the DRI Program and comply with the requirements contained in the agreement and disburse funds for the cost of rehabilitation of hurricane damaged properties where the cost exceeds \$10,000 but cannot exceed more than \$45,000 per unit; the Finance Director is authorized to disburse the funds per City Manager's recommendation for the award of the bids.

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

**Section 1.** The City Council approves the new agreement for the continuation of the Disaster Recovery Initiative Program.

**Section 2.** The City Council authorizes the Mayor and City Clerk to execute the agreement.

**Section 3.** The City Council authorizes the Finance Director to disburse funds for the cost of rehabilitation for damaged properties in excess of \$10,000, but not to exceed \$45,000 per unit upon approval of the City Manager.

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

**PASSED and APPROVED** this 4 day of August, 2010

{THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY}

RESOLUTION NO. 86-10  
PAGE 3

APPROVED:

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

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

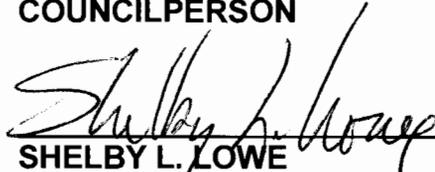
ATTEST:

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

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

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

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

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

MOTIONED BY: J. DAVIS

SECONDED BY: B. BROOKS

D. PARDO NAY

J. DAVIS AYE

C. THOMAS AYE

B. BROOKS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 7-28-10

RESOLUTION NO. 87-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING THE SECOND AMENDMENT TO THE GRANT AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION (MPO) REALLOCATING THE GRANT FUNDS FROM THE JERRY THOMAS BRIDGE WATER TAXI DOCKING PROJECT (\$100,000.00) TO THE 14<sup>TH</sup> STREET WATER TAXI DOCKING PROJECT (\$96,910.00); EXTENDING THE COMPLETION DATE FOR A WATER TAXI DOCKING FACILITY TO DECEMBER 31, 2010; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Riviera Beach applied for funding to design, construct and install a water taxi docking facility at the Riviera Beach Marina, 14 Street docking facility that will be used to encourage and facilitate water taxi transit service; and

WHEREAS, the City has been unable to complete the construction of the facility by the original completion date and now desires to revise the dock plans and to incorporate the dock, as revised, into the overall improvements at the marina; and

WHEREAS, the City has notified the MPO that the construction of a water taxi docking facility at the Jerry Thomas Bridge is no longer desired, that no grant funds have been expended for said facility and that the City is terminating the Grant Agreement with the MPO pertaining to the Jerry Thomas Bridge dated July 20, 2006; and

WHEREAS, the City and the MPO are willing to reallocate the grant funds from the Jerry Thomas Bridge water taxi dock project to the 14<sup>th</sup> Street water taxi docking project (at the marina) and to increase the grant funds available to the project in an amount of \$196,910.00; and

WHEREAS, the City and MPO have agreed to extend the completion date for the facility to December 31, 2010 and to modify certain other provisions of the Grant Agreement so that they are consistent with the new completion date.

**RESOLUTION NO. 87-10**  
**PAGE 2**

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

**SECTION 1. The Mayor and City Clerk are hereby authorized to execute the Second Amendment to the Grant Agreement between the City and the MPO for the aforementioned project.**

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

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

RESOLUTION NO. 87-10  
PAGE 3

PASSED AND APPROVED THIS 4 DAY OF August, 2010.

APPROVED:

Thomas A. Masters  
THOMAS A. MASTERS  
MAYOR

(MUNICIPAL SEAL)

Dawn S. Pardo  
DAWN S. PARDO  
CHAIRPERSON

Judy L. Davis  
JUDY L. DAVIS  
CHAIR PRO TEM

Billie E. Brooks  
BILLIE E. BROOKS  
COUNCILPERSON

Cedrick A. Thomas  
CEDRICK A. THOMAS  
COUNCILPERSON

Shelby L. Lowe  
SHELBY L. LOWE  
COUNCILPERSON

ATTEST

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

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

D. PARDO: AYE

J. DAVIS: AYE

B. BROOKS: AYE

C. THOMAS: AYE

S. LOWE: AYE

REVIEWED AS TO LEGAL  
SUFFICIENCY

Pamala H. Ryan  
PAMALA H. RYAN  
CITY ATTORNEY

Date 7-29-10

06/29/10

**SECOND AMENDMENT TO  
GRANT AGREEMENT BY  
AND BETWEEN  
PALM BEACH METROPOLITAN PLANNING ORGANIZATION  
AND  
THE CITY OF RIVIERA BEACH  
(RELATED TO 14<sup>th</sup> STREET DOCK)**

**THIS SECOND AMENDMENT** is made and entered into this 4<sup>th</sup> day of August, 2010, by and between the Palm Beach Metropolitan Planning Organization, a Florida body politic created pursuant to Chapters 163 and 339, F.S. (hereinafter referred to as the "MPO") and the City of Riviera Beach, a Florida municipal corporation, by and through its City Commission, (hereinafter referred to as the "Grantee").

**WHEREAS**, on July 20, 2006, the parties entered into a Grant Agreement (Agreement) under which the MPO agreed to make certain grant funds the MPO was eligible to receive under a Joint Participation Agreement (JPA) with Florida's Department of Transportation (FDOT) for the creation of a countywide water taxi transit system, available to Grantee for the purpose of reimbursing Grantee, up to an amount not to exceed \$96,910.00, for certain costs the Grantee would incur in the design, permitting, construction and installation of a water taxi docking facility and related improvements located in the Riviera Beach Municipal Marina (Marina), in Palm Beach County, Florida; and

**WHEREAS**, on the 8<sup>th</sup> of August, 2008, the parties amended the Agreement to extend the completion date for the design, permitting, construction and installation of a water taxi docking facility and related improvements to July 20, 2008; and

**WHEREAS**, the Grantee has been unable to complete the construction of the water taxi docking facility and related improvements, and the Grantee now desires to revise the dock plans and to incorporate the dock, as revised, into the improvements it is making to the Marina; and

**WHEREAS**, the Grantee has notified the MPO that it no longer desires to pursue the construction of a water taxi docking facility at the Jerry Thomas Bridge, that no grant funds have been expended for said facility, that it is not entitled to be reimbursed for any costs incurred, that no grant funds are or will be due or owing to it, and that it is terminating the Grant Agreement with the MPO pertaining to the Jerry Thomas Bridge dated July 20, 2006; and

**WHEREAS**, the MPO acknowledges and accepts the termination of the Grant Agreement with the City of Riviera Beach relating to the Jerry Thomas Bridge; and

**WHEREAS**, the Grantee has advised the MPO that the cost to complete the revised design construction improvements to the 14<sup>th</sup> Street water taxi docking facility (at the Marina) will exceed the original grant amount and the Grantee has requested that the grant be increased to \$196,910.00; and

**WHEREAS**, the MPO is willing to reallocate the grants funds previously allocated to the Jerry Thomas Bridge to the 14<sup>th</sup> Street water taxi docking facility project (at the Marina) and to increase the grant funds made available to the Grantee to a total grant amount of \$196,910.00; and

**WHEREAS**, the MPO has requested and FDOT has agreed to extend the duration of the JPA to December 31, 2010; and

**WHEREAS**, the MPO and the Grantee have agreed to extend the completion date for the water taxi docking facility to December 31, 2010, and to modify certain other provisions of the Grant Agreement so that they are consistent with the new completion date and the increased funding.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the MPO and the Grantee agree as follows:

1. The statements set forth in the Preamble to this Agreement are true and correct. The parties acknowledge the termination of the Grant Agreement by and between the Palm Beach Metropolitan Planning Organization and the City of Riviera Beach (Jerry Thomas Bridge) dated July 20, 2006, as amended.

2. "Attachment A. Project Description" attached to the Grant Agreement by and between the MPO and the Grantee (14<sup>th</sup> Street) dated July 20, 2006 (referred to herein as "Grant Agreement" or "Agreement") is replaced with a new attachment identified as "Attachment A. Revised Water Taxi Dock Description and Timeline for Completion," which is attached to this Second Amendment. This attachment contains the revised project description and establishes the timeline the Grantee is to meet for the completion of the Project.

3. "Attachment B. Project Budget" attached to the Agreement is replaced with a new attachment identified as "Attachment B. Revised Project Budget" which is attached to this Second Amendment. "Attachment B. Revised Project Budget" contains the revised project budget for the Project.

4. The parties acknowledge that the term of the JPA between FDOT and the MPO has been extended to December 31, 2010. Accordingly, Attachment C to the Agreement, as amended, is supplemented by adding to it the document described as the "JPA Time Extension to December 31, 2010" which is attached to this Second Amendment as "Attachment C Revised."

5. Section 4. Effective Date and Term, of the Grant Agreement, is modified to provide as follows:

Section 4. **Effective Date and Term:** This Agreement shall take effect upon execution by the parties and shall remain in full force and effect for a period of twelve (12) years. By December 31, 2010, the Facility shall have been completed, and the Facility shall be open to and fully accessible by the public by March 31, 2011. All invoices for reimbursement for work completed hereunder shall be submitted to the MPO no later than December 31, 2010. In addition, the Grantee understands, acknowledges and agrees that invoices submitted after December 31, 2010, shall not be eligible for reimbursement under this Agreement.

6. Section 5. The Project, of the Grant Agreement, is amended to provide as follows:

Section 5. **The Project:** The MPO has entered into a JPA with FDOT under which FDOT has agreed to provide Ferry Boat Discretionary Program (FBD) funds to the MPO to be used to assist with the first phase of a Countywide system to link cities by way of

an integrated water taxi transit system. The Grantee has requested a grant of the FBD funds to be used to design, permit and construct a docking facility at the City of Riviera Beach Marina site located in the City of Riviera Beach, Florida (also referred to herein as the "Facility") as further described in "Attachment A. Revised Water Taxi Dock Description and Timeline for Completion," as modified by "Attachment B. Revised Project Budget," both of which are attached to this Second Amendment. The MPO will make available up to One Hundred Ninety-Six Thousand Nine Hundred and Ten Dollars (\$196,910.00) in grant funds to be used to reimburse the Grantee for permissible Project expenses related to the design, permitting, construction and installation of a water taxi dock in accordance with "Attachment A. Revised Water Taxi Dock Description and Timeline for Completion" and "Attachment B. Revised Project Budget." The Grantee shall utilize the grant funds in accordance with the terms and conditions of this Agreement, and all Federal, State and local laws, rules and regulations that are applicable to the Project.

7. Paragraph A of Section 6. FDOT Funding and Control, of the Grant Agreement, is amended to provide as follows:

**Section 6. FDOT Funding and Control:**

A. The Grantee acknowledges that this Grant Agreement and the MPO's activities hereunder are paid for from funds the MPO has or will receive from FDOT under the JPA. Accordingly, the Grantee agrees that its expenditure of the grant funds will also be subject to the same terms and conditions of the JPA applicable to the MPO's receipt and expenditure of the grant funds. In addition, notwithstanding the modifications to the Project, the Grantee affirms to the MPO that it will commit and expend all funds needed so as to construct and have in place by December 31, 2010, the water taxi docking facility completed as contemplated under "Attachment A. Revised Water Taxi Dock Description and Timeline for Completion" and "Attachment B. Revised Project Budget." If, Grantee shall fail to complete and have open to the public said water taxi docking facility by March 31, 2011, then upon the request of the MPO or FDOT, Grantee shall repay all grant funds received by it from the MPO under this Agreement. The Grantee further acknowledges its receipt of the following documents: 1) A copy of the JPA and the documents extending the terms and conditions of the JPA to December 31, 2010; 2) A copy of other notifications from FDOT containing special conditions or requirements; and 3) FBP information from the USDOT FHWA, attached to the original agreement as Attachment D. Grantee shall not perform any act or refuse to comply with any MPO direction or request which would cause the MPO to be in violation of any term or condition of the JPA, contribute to or cause the FDOT to seek to terminate the JPA, or cause FDOT to request the return of any FDOT funds provided to the MPO. Grantee will immediately remedy, at its sole cost and expense, any deficiency or violation of the JPA found by the MPO upon notice of such from the MPO. The Grantee's failure to do so may result in the immediate termination of this Agreement by the MPO and the repayment to the MPO of all funds received by the MPO for the Project.

8. Paragraphs A and D of Section 8. Project Cost, Reimbursement and Submittal of Invoices, of the Grant Agreement, is amended to provide as follows:

**Section 8. Project Cost, Reimbursement and Submittal of Invoices:**

A. The MPO will make up to One Hundred Ninety-Six Thousand Nine Hundred and Ten Dollars (\$196,910.00) in grant funds available to the Grantee, on a cost reimbursement basis. These funds shall be used by the Grantee solely for certain allowable expenses incurred by the Grantee in the performance of the Project.

D. All invoices for reimbursement shall be submitted no later than December 31, 2010. In order for each party to close its books and records, the Grantee will clearly state "final invoice" on its last and final billing. This certifies that all costs eligible for reimbursement have been presented and invoiced to the MPO. Since this account will thereupon be closed, any other charges not included on the final invoice shall be deemed non-reimbursable and waived by the Grantee.

9. Section 9. Grantee's Contribution, of the Grant Agreement, is amended to provide as follows:

Section 9. **Grantee's Contribution:** There is no local match required of the Grantee for this Project. Grantee acknowledges and agrees, however, that it is responsible for and will fund all costs to complete the Project in excess of \$196,910.00 granted hereunder. In addition, Grantee is responsible for all of the ongoing costs and expenses of maintaining and operating the Facility and related improvements. Grantee shall insure that the Facility and related improvements are open and accessible to the public and used for the provision of water taxi services as contemplated in this Grant Agreement for a period of no less than ten (10) years and that the Facility, related improvements, and all means of access, ingress and egress thereto, are well maintained and operated in conformity with all Federal, State and local laws, rules and regulations.

10. Section 19. Prohibition of Discrimination, of the Grant Agreement, is amended to provide as follows:

Section 19. **Prohibition of Discrimination:** Grantee represents and warrants that it will not discriminate in its performance of the Project and use of the Facility, and that its operators, permittees, employees and members of the general public utilizing the dock facility will be treated equally and without regard to race, sex, sexual orientation, gender identity or expression, color, religion, disability, handicap, age, marital status, national origin or ancestry.

11. Section 21. Termination, of the Grant Agreement, is amended to add the following as paragraph B:

B. In the event the Grantee does not complete the Project by December 31, 2010, the MPO will be entitled to direct the Grantee to undertake either of the following actions, including but not limited to any other remedy available to the MPO under this Agreement or at law: 1) Pay to or return to the MPO a sum of money equal to the grant funds it received from the MPO; or 2) Pay to the MPO such lesser sum that the MPO has been directed to remit or return to FDOT. This paragraph shall not be deemed to interfere with or limit or impair, in any manner, any of the rights or remedies the MPO has under any other provision of this Agreement.

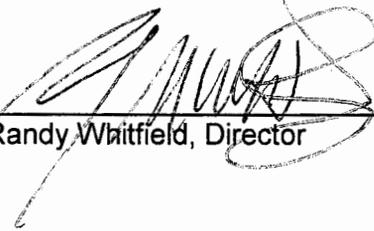
12. Except as amended herein, all other terms of the Agreement, as previously amended, are hereby confirmed and shall remain in full force and effect. In the event of a conflict between this Second Amendment and any other provision of the Agreement, as previously amended, this Second Amendment shall be given precedence over the conflicting provision.

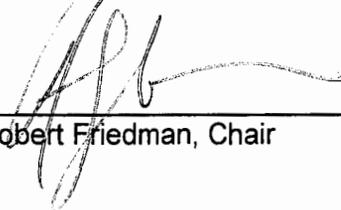
**(Remainder of Page Intentionally Left Blank)**

IN WITNESS WHEREOF, the Grantee and MPO have hereunto set their hands the day and year above written.

Attest:

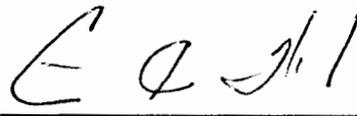
Palm Beach Metropolitan Planning Organization

By:   
Randy Whitfield, Director

By:   
Robert Friedman, Chair

Attest:

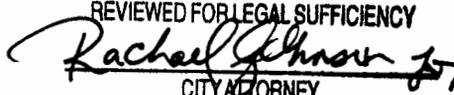
City of Riviera Beach, by its City Commission

By:   
Carrie E. Ward, City Clerk

By:   
Mayor

Approved as to Form  
& Legal Sufficiency

\_\_\_\_\_  
City Attorney

REVIEWED FOR LEGAL SUFFICIENCY  
  
CITY ATTORNEY  
CITY OF RIVIERA BEACH  
DATE: 7-25-10

Approved as to  
Form & Legal Sufficiency

  
\_\_\_\_\_  
MPO Attorney

Approved as to Terms  
& Conditions:

  
\_\_\_\_\_  
Randy Whitfield, Director, MPO

**ATTACHMENT A**

**REVISED WATER TAXI DOCK DESCRIPTION  
AND  
TIMELINE FOR COMPLETION**

## **Water Taxi Dock Description**

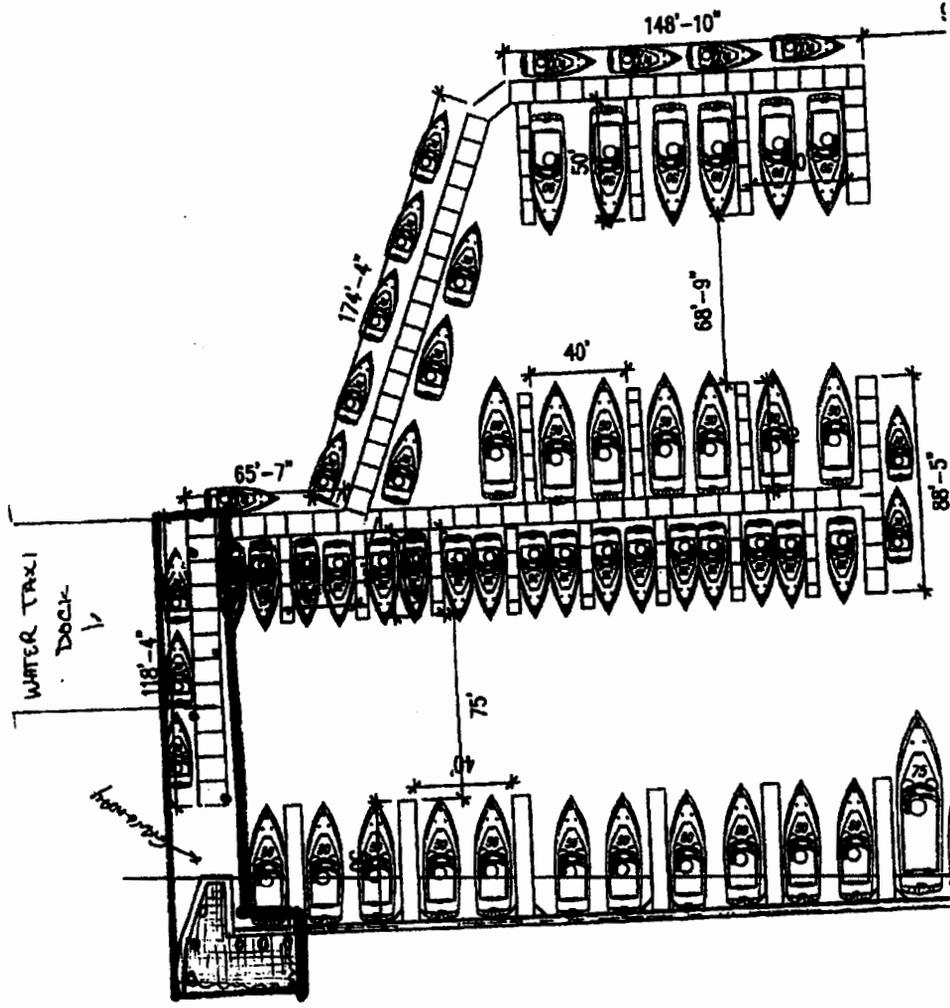
### **Attachment A**

**Location: Riviera Beach Municipal Marina**

This dock will be located on the North side of the marina immediately accessible to the new promenade proposed in the redevelopment plan. This project will be incorporated with the new proposed floating docks on the Northern half of the marina. The floating dock will be approximately 12 foot wide and 150 feet long serving as the access to the 80 foot portion for the taxi dock and the northern portion of the marina. The gangway installed will be ADA accessible and railings will be installed in appropriate locations for passenger safety. There will be both walkway (promenade) and dock lighting installed. There will be appropriate signage to direct passengers to the dock and feature the grantors in accordance with the grant agreement.

Funding for this area is a combination of funding from the MPO, F.I.N.D., and Fish and Wildlife. The engineering and construction cost of this segment of the docks will be apportioned to include the Water Taxi facility. The portion of the MPO grant used is based on the percentage of area that is used for the Taxi Dock. For example, a 120' dock built in which 80' will be used for the taxi facility equals 60%. The area used to calculate overall cost is outlined in orange in attachment "C".

# PROPOSED





# **ATTACHMENT B**

# **REVISED BUDGET**

**Water Taxi dock at the Municipal Marina Attachment B**

Item	Quantity	Units	Unit Price	Total cost	MPO %	MPO Cost
Demolish old Docks	2100	sf	\$15	\$31,500	30%	\$9,450
Floating Dock 120' x 12'	1,440	sf	\$110	\$158,400	60%	\$95,040
Water/electric/Sewage/Fire	1440	sf	\$45	\$64,800	25%	\$16,200
Gangway (ADA) 6'W x30'L	1	each	\$10,800	\$10,800	50%	\$5,400
Piling 12" steel	6	each	\$1,995	\$11,970	60%	\$7,182
Dock Railing (aluminum)	80	lf	\$65	\$5,200	50%	\$2,600
ADA Rail on landing	40	lf	\$65	\$2,600	50%	\$1,300
Bulkhead Replacement	50	lf	\$1,250	\$62,500	30%	\$18,750
Promenade Lighting	6	each	\$1,120	\$6,720	10%	\$672
Dock lighting	6	each	\$600	\$3,600	60%	\$2,160
Walkway pavers	1	each	\$3,800	\$3,800	50%	\$1,900
Benches	4	each	\$690	\$2,760	50%	\$1,380
Signs	2	each	\$175	\$350	100%	\$350
Mechanical Engineering	1	each	\$35,000	\$35,000	60%	\$21,000
Structural Engineering	1	each	\$42,000	\$42,000	60%	\$25,200
Permitting	1	each	\$15,000	\$15,000	50%	\$7,500
Sub-Total				\$457,000		\$216,084
Contingency				\$45,700	50%	\$22,850
<b>Total Estimated Cost</b>				<b>\$502,700.00</b>		<b>\$238,934</b>

# **ATTACHMENT C**

## **REVISED JPA**



Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309-3421

STEPHANIE C. KOPELOUSOS  
SECRETARY

MEMORANDUM

DATE: September 21, 2009  
TO: Mr. Randy Whitfield, P.E.  
MPO Director  
2300 North Jog Road  
4<sup>th</sup> Floor  
West Palm Beach, FL 33411  
FROM: Lauren Rand  
Transportation Specialist  
SUBJECT: **EXTENSION OF TIME--Joint Participation Agreement**  
**Intermodal – Palm Beach County Water Taxi Docks**

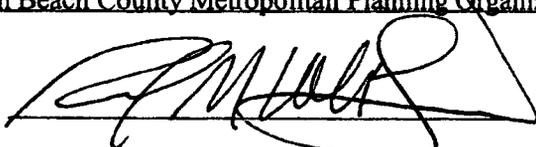
FM No. 415050-1-94-01 Contract No. ANO90

The time allotted for the completion of services on subject agreement dated **August 18, 2004** and any supplemental thereto will expire on **December 31, 2009**

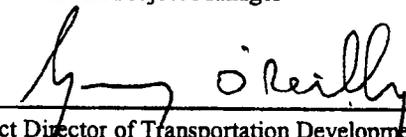
In accordance with Section 18.00 of the Joint Participation Agreement, you may request a time extension. For your convenience, you may complete, sign, date and return this form to me.

It is requested that the Joint Participation Agreement for the subject project be extended until December 31, 2010 for the following reason(s): Awaiting permit approval on one of the sites. Geo Tech (soils) testing completed shows that more silt is at one site than was expected. This means redesign of the dock needs to be done because larger and heavier pilings are needed. There was a reduction of staff to complete same amount of work. 3 of the 9 sites are to be relocated to better serve the public needs.

Agency: Palm Beach County Metropolitan Planning Organization Date: September 22, 2009

By APPROVED:  Title: Director

APPROVED:  District Project Manager Date: 9/29/09

APPROVED:  District Director of Transportation Development Date: 9-29-09

**RESOLUTION NO.88-10**

**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 FISH AND WILDLIFE COMMISSION FLORIDA BOATING INFRASTRUCTURE GRANT 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:** \$ 991,468

**Brief Description of Project:** This marina construction project includes construction of new floating docks, finger piers, pilings, utilities, fuel distribution system, project management and demolition; and

**WHEREAS**, Florida Fish and Wildlife Commission financial assistance is required for the program described above.

**RESOLUTION NO. 88-10**

**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 Fish and Wildlife Commission under the Florida Boating Infrastructure Grant Program, attached hereto.

**SECTION 2.** That in accordance with the requirements of the Florida Fish and Wildlife Commission's application rules, the City of Riviera Beach authorizes John Sprague of JH Sprague Consulting, LLC under its current contract, to prepare the grant application, submit and represent the City of Riviera Beach at required meetings.

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

**PASSED and APPROVED this**

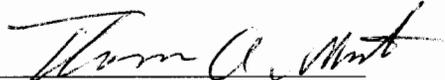
4

**day of**

August,

RESOLUTION NO. 88-10

APPROVED:

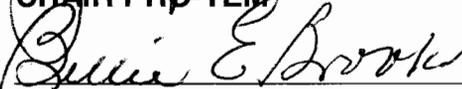
  
THOMAS A. MASTERS  
MAYOR

  
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: B. BROOKS

D. PARDO AYE

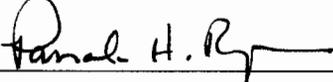
J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA H. RYAN, CITY ATTORNEY

DATE: 8/4/10

RCJ:mem  
08-02-10