

RESOLUTION NO. 111-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE LEASE AGREEMENT WITH MCNAUGHTON BOOK SERVICE OF WILLIAMSPORT, PA; AUTHORIZING THE LIBRARY DIRECTOR TO EXECUTE SAID AGREEMENT; PAYMENT TO MCNAUGHTON IN THE AMOUNT OF \$19,944.00 FOR SERVICE OF NEW AND POPULAR LEASED BOOKS, OCTOBER 2009 THROUGH SEPTEMBER 2010; AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NO. 001-1336-571-0-6601; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Riviera Beach Public Library wishes to lease new and popular books from McNaughton Book Service, Williamsport, PA in the amount of \$19,944.00; and

WHEREAS, the Riviera Beach Public Library will receive new and popular books October 2009 through September 2010; and

WHEREAS, the present lease agreement is continued for a period of twelve (12) months and renews itself each year unless cancelled by the Library and City Council.

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

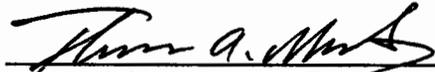
SECTION 1: The City Council Hereby Approves the lease agreement with McNaughton Book Service in the amount of \$19,944.00 for new and popular leased books and authorizes the Library Director to execute same.

SECTION 2: That the Finance Director is authorized to make payment in the amount of \$19,944.00 from account number 001-1336-571-0-6601.

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

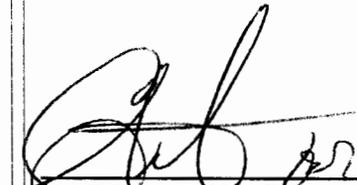
PASSED and APPROVED this 16th day of September, 2009.

APPROVED:


THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
CHAIR PRO-TEM


SHELBY L. LOWE
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


BILLIE E. BROOKS
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: S. Lowe

D. PARDO aye

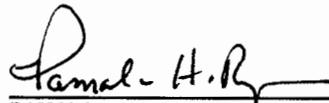
J. DAVIS aye

S. LOWE aye

C. THOMAS aye

B. BROOKS aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/8/09

RESOLUTION NO. 112-09 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING STAFF TO NEGOTIATE AN AGREEMENT WITH THE ARCHITECT DESIGN GROUP (ADG) OF WINTER PARK, FLORIDA FOR DEVELOPMENT OF DESIGN SPECIFICATIONS, CONSTRUCTION DOCUMENTS AND RELATED SERVICES FOR A NEW RIVIERA BEACH POLICE COMPLEX AND VARIOUS IMPROVEMENTS TO EXISTING BUILDINGS LOCATED ON THE MUNICIPAL CAMPUS; AND PROVIDING AN EFFECTIVE DATE.

A motion was made by **Councilperson Lowe** and seconded by **Councilperson Brooks** to postpone approval of the aforementioned resolution indefinitely.

MOTION TO POSTPONE

Upon a roll call vote by Deputy City Clerk Anthony, the motion was approved with Councilperson Davis dissenting.

MOTION APPROVED



RESOLUTION NO. 113-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED A CONTRACT TO ALL-SITE CONSTRUCTION INC., OF RIVIERA BEACH, FLORIDA, IN THE AMOUNT OF \$47,470.60 FOR THE DESIGN AND CONSTRUCTION OF A WELCOME SIGN AND SITE LANDSCAPING LOCATED AT AUSTRALIAN AVENUE AND 1ST STREET BY PIGGYBACKING PALM BEACH COUNTY JOB ORDERING CONTRACTING AGREEMENT #2007-0945; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE CITY MANAGER TO MAKE CHANGE ORDERS UP TO FIFTEEN PERCENT (15%); AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO ALL-SITE CONSTRUCTION IN THE AMOUNT OF \$47,470.60 AND TO THE GORDIAN GROUP FOR RELATED PROFESSIONAL SERVICES IN THE AMOUNT OF \$2,373.53 FROM THE APPROPRIATE ACCOUNT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved an agreement authorizing staff the opportunity to utilize the Palm Beach County Job Ordering Contracting System (JOC) along with The Gordian Group whom provides the cost estimating proprietary software application (Progene).

WHEREAS, by virtue of Resolution No. 63-09, the City Council approved the Gordian Group and the use of the Palm Beach County Job Ordering Contracting system; and authorized staff to implement the Palm Beach County JOC agreement in the design and construction of a welcome sign and site landscaping.

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

SECTION 1. The City Council hereby accepts staff's recommendation to award the contract to design and construct a welcome sign and site landscaping to All-Site Construction, Inc. in an amount not to exceed \$47,470.60, and 5% of the final contract cost to the Gordian Group in the amount of \$2,373.53 for professional services rendered.

SECTION 2. The City Council authorizes the Mayor and City Clerk to execute the proposed contract. The Finance Director is hereby authorized to issue payment from capital improvement other than building account number 109-0717-519-0-6351, to pay for the design, construction and installation and provide a project contingency.

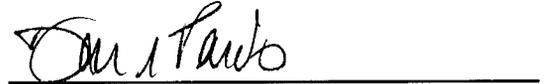
SECTION 3. The City Manager is authorized to approve change orders in an amount not to exceed 15% of the total contract amount.

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

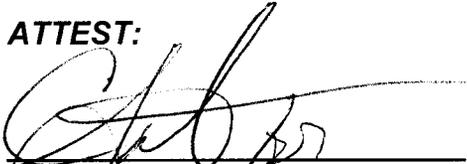
PASSED AND APPROVED THIS 16th DAY OF SEPTEMBER, 2009.

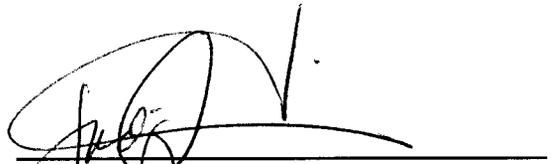
APPROVED:

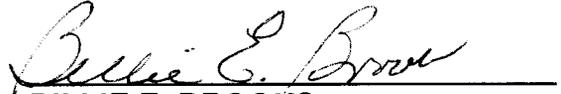

THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

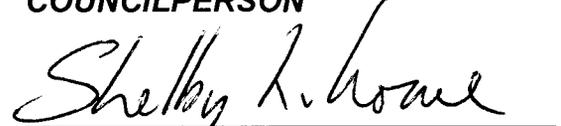
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
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BILLIE E. BROOKS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: S. Lowe

C. THOMAS aye

D. PARDO aye

J. DAVIS aye

B. BROOKS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/16/09

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 16th day of SEPTEMBER, 2009 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as the CITY, and All-Site Construction, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 65-1140059.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide construction services in the area of constructing a welcome sign for the City of Riviera Beach and landscaping of the site located at Australian and 1st Street, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

The CITY'S representative/liason during the performance of this Contract shall be Pamela Daley, Senior Procurement Specialist, telephone no.561-845-4180.

ARTICLE 2 - SCHEDULE

- A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within one hundred fifty (150) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein.
- C. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

ARTICLE 3 - PAYMENTS TO CONTRACTOR

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

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

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

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

ARTICLE 8 – M/WBE PARTICIPATION

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

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

In accordance with the CITY'S M/WBE Ordinance #2412, as amended, the CONTRACTOR agrees to the M/WBE participation for this Contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

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

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - AVAILABILITY OF FUNDS

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

ARTICLE 11 - INSURANCE

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

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

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

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

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

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured."

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by law, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract.

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

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 - VENUE

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

ARTICLE 15-REMEDIES

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

ARTICLE 16 - CONFLICT OF INTEREST

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

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

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

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

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the 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 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 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. No extension shall be

made for a delay occurring more than seven (7) days before a claim therefore is made in writing to the Engineer. In the case of continuing cause of delay, only one (1) claim is necessary.

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

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

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

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

ARTICLE 28 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 29 - NOTICE

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

Benjamin Guy, Purchasing Director

600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

and if sent to the CONTRACTOR shall be mailed to:

All-Site Construction, Inc.
101 E. Blue Heron Boulevard Suite 201
Riviera Beach, Florida 33404

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 31 - SPECIAL CONDITIONS

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

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

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

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

1. The surety company shall hold a current certificate or authority as an acceptable surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company shall provide the CITY with satisfactory evidence that such excess risk has been protected in an acceptable manner.
2. The surety company shall have at least the following minimum ratings in the latest revision of Best's Key Rating Guide: Best's Policy Holders Ratings –A- (minimum); Best Financial Category – Class 1.

3. For projects that do not exceed \$500,000.00, the CITY will accept bonds in accordance with Florida Statute section 287.0935.
4. If the surety is declared bankrupt, becomes insolvent, its right to do business in the State of Florida is terminated or it ceases to meet the requirements set forth above, the CONTRACTOR shall within ten (10) working days after notification by the CITY substitute another bond and surety company, at no cost to the CITY, meeting the above requirements.

ARTICLE 32 – INSPECTION OF WORK

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

If the specifications, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the Engineer timely notice of its readiness for inspection. Inspections by the Engineer shall be made promptly and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination, at the CONTRACTOR'S expense.

ARTICLE 33– WARRANTY/GUARANTY

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this Contract as it relates to the construction of a welcome sign and landscaping of the site located at Australian and 1st Street shall be guaranteed by the Manufacturer, if any, for a period of one (1) year from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, including but not limited to material and workmanship for a period of one (1) year. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to construct the welcome sign and landscaping located at Australian and 1st Street.

ARTICLE 34 – PROTECTION OF WORK AND PROPERTY

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

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

ARTICLE 35 – TIME

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

ARTICLE 36 - TERMINOLOGY AND CAPTIONS

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

ARTICLE 37 - WAIVER

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

ARTICLE 38 - PREPARATION

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

ARTICLE 39 - MATERIALITY

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

ARTICLE 40 - REPRESENTATIONS/BINDING AUTHORITY

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

ARTICLE 41 - EXHIBITS

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

ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of plans, scope of work and the PBC JOC Contract. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract, plans, scope of work and contract manual. To the extent that there exists a conflict between this Contract and PBC JOC 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.

ARTICLE 43 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the CITY COUNCIL OF THE CITY OF RIVIERA BEACH or its designated representative.

ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 45 – SURVIVABILITY

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

ARTICLE 46 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that 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 CONTRACTOR;

- b. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

c. The filing of a petition by or against the CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONTRACTOR or the CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of the CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for the CONTRACTOR or for the CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

ARTICLE 47 - WAIVER OF SUBROGATION

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

ARTICLE 48 - RIGHT TO REVIEW

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

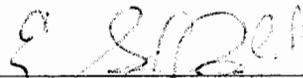
SIGNATURES ON THE FOLLOWING PAGE

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

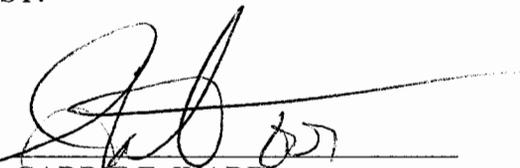
CITY OF RIVIERA BEACH

CONTRACTOR
ALL-SITE CONSTRUCTION, INC.

BY: 
THOMAS A. MASTERS,
MAYOR

BY: 
EZRA SAFFOLD
PRESIDENT

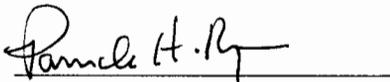
ATTEST:

BY: 
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
(PRINT NAME & TITLE)
DEPARTMENT DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

Date: 9/9/09

EXHIBIT "A"

Job Order Contract

Contractor's Price Proposal - CSI

Date: September 09, 2009
Contract No.: R-2007-0945
Work Order No.: CRB2009-004.00
Work Order Title: City Sign Installation
Contractor: All Site Construction
Proposal Value: \$47,470.61
Proposal Name: City Sign Installation
Proposal Submitted: 09/09/2009

Subtotal for Section-01:	\$4,633.36
Subtotal for Section-02:	\$28,189.68
Subtotal for Section-03:	\$3,341.91
Subtotal for Section-04:	\$5,741.02
Subtotal for Section-06:	\$528.44
Subtotal for Section-09:	\$1,899.24
Subtotal for Section-10:	\$1,153.82
Subtotal for Section-16:	\$1,983.14
Price Proposal Total	\$47,470.61

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percentage of NPP in this Price Proposal: 0.00%

EXHIBIT "A"

Job Order Contract

Contractor's Price Proposal - CSI

Date: September 09, 2009
Contract No.: R-2007-0945
Work Order No.: CRB2009-004.00
Work Order Title: City Sign Installation
Contractor: All Site Construction
Proposal Value: \$47,470.61
Proposal Name: City Sign Installation
Proposal Submitted: 09/09/2009

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total														
Section - 01																				
1	01352	1501		HR	Laborer, Note: Line items in the CTC include appropriate costs to cover labor. These items will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$835.93														
					<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">Quantity</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Unit Price</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Factor</td> <td style="width: 10%; text-align: center;">Total</td> </tr> <tr> <td>Installation</td> <td style="text-align: center;">40.00</td> <td style="text-align: center;">x</td> <td style="text-align: center;">19.08</td> <td style="text-align: center;">x</td> <td style="text-align: center;">1.0953 =</td> <td style="text-align: right;">\$835.93</td> </tr> </table>		Quantity		Unit Price		Factor	Total	Installation	40.00	x	19.08	x	1.0953 =	\$835.93	
	Quantity		Unit Price		Factor	Total														
Installation	40.00	x	19.08	x	1.0953 =	\$835.93														
					Install boulders, misc. tasks.															
2	01352	3012		HR	Investigating Senior Engineer Or Specialty Consultant, For Special Investigating Requirements Or Services Outside Required Architectural And Engineering Services	\$2,519.19														
					<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">Quantity</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Unit Price</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Factor</td> <td style="width: 10%; text-align: center;">Total</td> </tr> <tr> <td>Installation</td> <td style="text-align: center;">18.40</td> <td style="text-align: center;">x</td> <td style="text-align: center;">125.00</td> <td style="text-align: center;">x</td> <td style="text-align: center;">1.0953 =</td> <td style="text-align: right;">\$2,519.19</td> </tr> </table>		Quantity		Unit Price		Factor	Total	Installation	18.40	x	125.00	x	1.0953 =	\$2,519.19	
	Quantity		Unit Price		Factor	Total														
Installation	18.40	x	125.00	x	1.0953 =	\$2,519.19														
					To be used for permissible scope documents for sign (\$2,300 to Chris Wayne & Assoc.)															
3	01580	1001		EA	Construction Project Identification Sign, Painted Letters (With Logos, Project Name, Address, Owners Name, Contractor Names, A/E or Design Firm Names, etc.)	\$704.80														
					<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">Quantity</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Unit Price</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Factor</td> <td style="width: 10%; text-align: center;">Total</td> </tr> <tr> <td>Installation</td> <td style="text-align: center;">1.00</td> <td style="text-align: center;">x</td> <td style="text-align: center;">643.48</td> <td style="text-align: center;">x</td> <td style="text-align: center;">1.0953 =</td> <td style="text-align: right;">\$704.80</td> </tr> </table>		Quantity		Unit Price		Factor	Total	Installation	1.00	x	643.48	x	1.0953 =	\$704.80	
	Quantity		Unit Price		Factor	Total														
Installation	1.00	x	643.48	x	1.0953 =	\$704.80														
					City of Riviera Beach project sign															
4	01591	4201		EA	Trencher Delivery/Mob/Demob Note: Use for trencher or similar sized equipment. Includes delivery fee, delivery, set-up and return.	\$59.05														
					<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">Quantity</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Unit Price</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Factor</td> <td style="width: 10%; text-align: center;">Total</td> </tr> <tr> <td>Installation</td> <td style="text-align: center;">1.00</td> <td style="text-align: center;">x</td> <td style="text-align: center;">53.91</td> <td style="text-align: center;">x</td> <td style="text-align: center;">1.0953 =</td> <td style="text-align: right;">\$59.05</td> </tr> </table>		Quantity		Unit Price		Factor	Total	Installation	1.00	x	53.91	x	1.0953 =	\$59.05	
	Quantity		Unit Price		Factor	Total														
Installation	1.00	x	53.91	x	1.0953 =	\$59.05														
5	01591	4207		EA	Backhoe, Dozer Or Roller > 250 HP Delivery/Mob/Demob Note: Use for backhoe, dozer, roller, loader, excavator or similar sized equipment. Includes delivery fee, delivery, set-up and return.	\$514.39														
					<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">Quantity</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Unit Price</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Factor</td> <td style="width: 10%; text-align: center;">Total</td> </tr> <tr> <td>Installation</td> <td style="text-align: center;">1.00</td> <td style="text-align: center;">x</td> <td style="text-align: center;">469.63</td> <td style="text-align: center;">x</td> <td style="text-align: center;">1.0953 =</td> <td style="text-align: right;">\$514.39</td> </tr> </table>		Quantity		Unit Price		Factor	Total	Installation	1.00	x	469.63	x	1.0953 =	\$514.39	
	Quantity		Unit Price		Factor	Total														
Installation	1.00	x	469.63	x	1.0953 =	\$514.39														
Subtotal for Section - 01:						\$4,633.36														
Section - 02																				
6	02102	1108		ACR	Clearing - Medium Brush Without Grub	\$66.44														
					<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">Quantity</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Unit Price</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Factor</td> <td style="width: 10%; text-align: center;">Total</td> </tr> <tr> <td>Installation</td> <td style="text-align: center;">0.25</td> <td style="text-align: center;">x</td> <td style="text-align: center;">242.65</td> <td style="text-align: center;">x</td> <td style="text-align: center;">1.0953 =</td> <td style="text-align: right;">\$66.44</td> </tr> </table>		Quantity		Unit Price		Factor	Total	Installation	0.25	x	242.65	x	1.0953 =	\$66.44	
	Quantity		Unit Price		Factor	Total														
Installation	0.25	x	242.65	x	1.0953 =	\$66.44														
7	02212	5002		SY	Finish Grade Roadway, Parking Areas, Landscaping And Embankments By Machine	\$474.58														
					<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">Quantity</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Unit Price</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Factor</td> <td style="width: 10%; text-align: center;">Total</td> </tr> <tr> <td>Installation</td> <td style="text-align: center;">1,111.00</td> <td style="text-align: center;">x</td> <td style="text-align: center;">0.39</td> <td style="text-align: center;">x</td> <td style="text-align: center;">1.0953 =</td> <td style="text-align: right;">\$474.58</td> </tr> </table>		Quantity		Unit Price		Factor	Total	Installation	1,111.00	x	0.39	x	1.0953 =	\$474.58	
	Quantity		Unit Price		Factor	Total														
Installation	1,111.00	x	0.39	x	1.0953 =	\$474.58														
8	02213	2003		CY	Native Soil/Dirt - Common	\$460.12														
					<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">Quantity</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Unit Price</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Factor</td> <td style="width: 10%; text-align: center;">Total</td> </tr> <tr> <td>Installation</td> <td style="text-align: center;">33.00</td> <td style="text-align: center;">x</td> <td style="text-align: center;">12.73</td> <td style="text-align: center;">x</td> <td style="text-align: center;">1.0953 =</td> <td style="text-align: right;">\$460.12</td> </tr> </table>		Quantity		Unit Price		Factor	Total	Installation	33.00	x	12.73	x	1.0953 =	\$460.12	
	Quantity		Unit Price		Factor	Total														
Installation	33.00	x	12.73	x	1.0953 =	\$460.12														

EXHIBIT "A"

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total
Section - 02						
9	02215	1001		CY	12" Wide or Less, Excavation for Trenching by Machine in Soil	\$95.07
					Quantity Unit Price Factor Total	
				Installation	20.00 x 4.34 x 1.0953 =	\$95.07
10	02215	1001	9903	CY	For Quantities > 20 To 50 (> 15 To 38 M3), Add	\$47.54
					Quantity Unit Price Factor Total	
				Installation	20.00 x 2.17 x 1.0953 =	\$47.54
11	02215	3001		CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Machine	\$33.30
					Quantity Unit Price Factor Total	
				Installation	20.00 x 1.52 x 1.0953 =	\$33.30
12	02215	3001	9913	CY	For Quantities > 20 To 50 (> 15 To 38 M3), Add	\$16.65
					Quantity Unit Price Factor Total	
				Installation	20.00 x 0.76 x 1.0953 =	\$16.65
13	02215	4001		CY	Compaction of Fill or Subbase for Trenches by Vibratory Plate, Air Tamper, etc.	\$38.34
					Quantity Unit Price Factor Total	
				Installation	20.00 x 1.75 x 1.0953 =	\$38.34
14	02215	4001	9923	CY	For Quantities > 20 To 50 (> 15 To 38 M3), Add	\$19.28
					Quantity Unit Price Factor Total	
				Installation	20.00 x 0.88 x 1.0953 =	\$19.28
15	02710	1101		LF	3' Wrought Iron Fence, Vertical Members At 3" Spacing	\$420.05
					Quantity Unit Price Factor Total	
				Installation	10.00 x 38.35 x 1.0953 =	\$420.05
					Decorative railing on sign	
16	02810	2029		SY	Redwood Nugget Mulch, 3" Hand Spread	\$2,414.55
					Quantity Unit Price Factor Total	
				Installation	333.00 x 6.62 x 1.0953 =	\$2,414.55
					473 plantings	
17	02810	3201		MSF	Scarify Subsoil With Machine With Scarifier, Up To 5000 SF	\$25.98
					Quantity Unit Price Factor Total	
				Installation	1.00 x 23.72 x 1.0953 =	\$25.98
18	02810	3504		SY	Furnish And Place Imported Topsoil, 9" Deep	\$865.13
					Quantity Unit Price Factor Total	
				Installation	146.00 x 5.41 x 1.0953 =	\$865.13
					438 shrubs, 1/3 SY ea	
19	02810	3505		SY	Furnish And Place Imported Topsoil, 12" Deep	\$131.46
					Quantity Unit Price Factor Total	
				Installation	17.00 x 7.06 x 1.0953 =	\$131.46
					34 trees, 1/2 SY ea	
20	02820	3907		MSF	Bahia Argentine Sod, 4,000 - 8,000 SF, On Sloped Ground	\$3,379.13
					Quantity Unit Price Factor Total	
				Installation	8.00 x 385.64 x 1.0953 =	\$3,379.13
21	02831	2124		EA	Tree Guying 8" And Up Caliper, 8" Anchors	\$3,477.49
					Quantity Unit Price Factor Total	
				Installation	34.00 x 93.38 x 1.0953 =	\$3,477.49
22	02833	1653		EA	Concarpus Erectus Sericeus - Silver Buttonwood, 11'-12'	\$698.32
					Quantity Unit Price Factor Total	
				Installation	3.00 x 212.52 x 1.0953 =	\$698.32
23	02833	2488		EA	Ligustrum Japonicum - Wax/Japan Privet, 65 Gallon	\$1,939.78
					Quantity Unit Price Factor Total	
				Installation	5.00 x 354.20 x 1.0953 =	\$1,939.78

EXHIBIT "A"

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total
Section - 02						
24	02833	4658		EA	Hyopherbe Verschaffeltii - Spindle Palm, 10'-12'	\$5,187.52
					Quantity Unit Price Factor Total	
				Installation	26.00 x 182.16 x 1.0953 =	\$5,187.52
25	02833	6624		EA	Crinum - Crinum Lily, 15 Gal	\$436.50
					Quantity Unit Price Factor Total	
				Installation	9.00 x 44.28 x 1.0953 =	\$436.50
26	02833	7342		EA	Jatropha Intergerrima - Jatropha, 7 Gallon	\$1,939.78
					Quantity Unit Price Factor Total	
				Installation	70.00 x 25.30 x 1.0953 =	\$1,939.78
27	02833	7368		EA	Juniperus Chinensis 'Parsonii' - Parson's Juniper, 3 Gal	\$1,318.30
					Quantity Unit Price Factor Total	
				Installation	170.00 x 7.08 x 1.0953 =	\$1,318.30
28	02833	7452		EA	Muhlenbergia Capillaries - Muhly Grass, 3 Gal	\$814.25
					Quantity Unit Price Factor Total	
				Installation	105.00 x 7.08 x 1.0953 =	\$814.25
29	02833	8122		EA	Schefflera Arboricola 'Trinette', 3 Gal	\$529.74
					Quantity Unit Price Factor Total	
				Installation	85.00 x 5.69 x 1.0953 =	\$529.74
30	02840	1902		CSF	Watering Groundcover	\$3,360.38
					Quantity Unit Price Factor Total	
				Installation	1,300.00 x 2.36 x 1.0953 =	\$3,360.38
					For 90 days	
Subtotal for Section - 02:						\$28,189.68
Section - 03						
31	03110	1151		SF	Below Grade Walls Foundation Wood Formwork Note: Excludes footing	\$579.96
					Quantity Unit Price Factor Total	
				Installation	150.00 x 3.53 x 1.0953 =	\$579.96
32	03210	1001		TON	Grade 40 Reinforcing Steel, Footings And Slabs, #3-#6	\$389.79
					Quantity Unit Price Factor Total	
				Installation	0.25 x 1,423.51 x 1.0953 =	\$389.79
33	03302	1002		CY	Poly Fibers Reinforcing Concrete Mix - 1 1/2 Lb. Per CY	\$98.58
					Quantity Unit Price Factor Total	
				Installation	18.00 x 5.00 x 1.0953 =	\$98.58
34	03311	1123		CY	Pour Continuous Footings, Direct Chute, 3000 PSI Concrete	\$2,126.50
					Quantity Unit Price Factor Total	
				Installation	18.00 x 107.86 x 1.0953 =	\$2,126.50
					entrance sign	
35	03311	1123	3029	CY	For Quantities Up To 20, Add	\$77.68
					Quantity Unit Price Factor Total	
				Installation	18.00 x 3.94 x 1.0953 =	\$77.68
36	03350	1001		SF	Concrete Floor Finishes, Screed	\$34.70
					Quantity Unit Price Factor Total	
				Installation	132.00 x 0.24 x 1.0953 =	\$34.70
37	03350	1001	1022	SF	For Quantities > 50 To 250 SF, Add	\$34.70
					Quantity Unit Price Factor Total	
				Installation	132.00 x 0.24 x 1.0953 =	\$34.70
Subtotal for Section - 03:						\$3,341.91
Section - 04						

EXHIBIT "A"

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total
Section - 04						
38	04110	1203		SF	Grout Concrete Block Cores- 8" Block Concrete Fill Block Solid (0.258 CF/SF)	\$1,391.58
					Quantity Unit Price Factor Total	
				Installation	550.00 x 2.31 x 1.0953 =	\$1,391.58
39	04160	1004		LB	Vertical #5 And #6 Rebar Reinforcing	\$394.31
					Quantity Unit Price Factor Total	
				Installation	500.00 x 0.72 x 1.0953 =	\$394.31
40	04170	2008		EA	1/4" Diameter x 8" Galvanized Z-Type Wall Tie	\$47.10
					Quantity Unit Price Factor Total	
				Installation	50.00 x 0.86 x 1.0953 =	\$47.10
41	04220	3303		SF	8" x 16" x 8" (21 cm) Regular Concrete Masonry Unit Partition Block (Sand Aggregate)	\$1,504.94
					Quantity Unit Price Factor Total	
				Installation	300.00 x 4.58 x 1.0953 =	\$1,504.94
					entrance sign	
42	04720	1001		SF	Molded Cast Stone Veneer, 1" Thick	\$2,403.09
					Quantity Unit Price Factor Total	
				Installation	100.00 x 21.94 x 1.0953 =	\$2,403.09
Subtotal for Section - 04:						\$5,741.02
Section - 06						
43	06180	1108		LF	5-1/4"x13" (13.6cm x 33cm) Glue Laminated Purlin Or Column	\$528.44
					Quantity Unit Price Factor Total	
				Installation	33.00 x 14.62 x 1.0953 =	\$528.44
					To be used as 20 ft. pilings	
Subtotal for Section - 06:						\$528.44
Section - 09						
44	09220	1101		SF	Three Coat Troweled Stucco, Scratch/Brown/Finish Note: Excludes lath and felt. Interior or exterior, one side.	\$1,550.94
					Quantity Unit Price Factor Total	
				Installation	600.00 x 2.36 x 1.0953 =	\$1,550.94
45	09910	1607		SF	Paint Exterior Stucco Surfaces One Coat Primer, Sprayed	\$101.86
					Quantity Unit Price Factor Total	
				Installation	300.00 x 0.31 x 1.0953 =	\$101.86
					Front of sign	
46	09910	1607	3303	SF	For Quantities > 250 To 500, Add	\$13.14
					Quantity Unit Price Factor Total	
				Installation	300.00 x 0.04 x 1.0953 =	\$13.14
47	09910	1609		SF	Paint Exterior Stucco Surfaces, Two Coats Paint, Sprayed	\$207.01
					Quantity Unit Price Factor Total	
				Installation	300.00 x 0.63 x 1.0953 =	\$207.01
					Front of sign	
48	09910	1609	3303	SF	For Quantities > 250 To 500, Add	\$26.29
					Quantity Unit Price Factor Total	
				Installation	300.00 x 0.08 x 1.0953 =	\$26.29
					'Front of sign'	
Subtotal for Section - 09:						\$1,899.24
Section - 10						

EXHIBIT "A"

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total
Section - 10						
49	10431	1103		EA	4" High x 5/8" Deep Cast Aluminum Sign Letters With Satin Finish And Mounted On Concrete	\$319.39
					Quantity Unit Price Factor Total	
				Installation	12.00 x 24.30 x 1.0953 =	\$319.39
50	10431	1103	1182	EA	For Stain Anodic, Add	\$90.56
					Quantity Unit Price Factor Total	
				Installation	12.00 x 6.89 x 1.0953 =	\$90.56
51	10431	1104		EA	5" High x 3/4" Deep Cast Aluminum Sign Letters With Satin Finish And Mounted On Concrete	\$576.68
					Quantity Unit Price Factor Total	
				Installation	18.00 x 29.25 x 1.0953 =	\$576.68
52	10431	1104	1182	EA	For Stain Anodic, Add	\$167.19
					Quantity Unit Price Factor Total	
				Installation	18.00 x 8.48 x 1.0953 =	\$167.19
Subtotal for Section - 10:						\$1,153.82
Section - 16						
53	16102	3001		LF	1/4" Nylon Pull Cord Installed To Remain In Place, In Existing Conduit	\$427.17
					Quantity Unit Price Factor Total	
				Installation	1,000.00 x 0.39 x 1.0953 =	\$427.17
54	16120	1265		MLF	3/c #12 AWG Cable - XLP (XHHW), 600 V, Stranded, Placed In Conduit	\$459.34
					Quantity Unit Price Factor Total	
				Installation	0.25 x 1,677.49 x 1.0953 =	\$459.34
55	16131	4114		LF	1-1/4" PVC Schedule 40 Conduit With Coupling, Direct Burial, Glued Coupling	\$687.30
					Quantity Unit Price Factor Total	
				Installation	250.00 x 2.51 x 1.0953 =	\$687.30
56	16134	7415		EA	10"x10"x6" Cast Iron Pull Box With Cover	\$116.91
					Quantity Unit Price Factor Total	
				Installation	1.00 x 106.74 x 1.0953 =	\$116.91
57	16135	1111		EA	6"x4"x4" NEMA 1 Enclosure, Hinged Cover Included	\$37.01
					Quantity Unit Price Factor Total	
				Installation	1.00 x 33.79 x 1.0953 =	\$37.01
58	16523	5001		EA	100 Watt Incandescent Flood Light, WP PAR 38 Swivel Knuckle Mounting	\$255.41
					Quantity Unit Price Factor Total	
				Installation	3.00 x 77.73 x 1.0953 =	\$255.41
Subtotal for Section - 16:						\$1,983.14
Proposal Total						\$47,470.61

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

RESOLUTION NO. 114-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 229-09, FENCE INSTALLATION PROJECT FOR THE PARKS AND RECREATION DEPARTMENT, TO TROPIC FENCE, INC. OF POMPANO BEACH, FLORIDA, THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER FOR THE PURCHASE AND INSTALLATION OF FENCING AROUND BICENTENNIAL PARK AT A COST OF \$40,631.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED PURCHASE AGREEMENT AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE APPROPRIATE ACCOUNT; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS NOT TO EXCEED THE AMOUNT OF 10% OF THE TOTAL CONTRACT AMOUNT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City's Procurement Ordinance (2412), Invitation for bid was publicly solicited for the City of Riviera Beach Parks and Recreation Department to furnish and install fencing for Bicentennial Park; and

WHEREAS, nine (9) companies responded to Invitation for Bid No. 229-09 and Tropic Fence, Inc. of Pompano Beach, Florida submitted the lowest responsive and responsible bid for Bicentennial Park located at 200 East 13th Street, adjacent to the Municipal Marina; in the amount of \$40,631.00.

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

SECTION 1. The City Council hereby accepts staff's recommendation to award the contract to furnish and install fencing for Bicentennial Park to Tropic Fence, Inc. of Pompano Beach, Florida, and authorizes the Mayor and City Clerk to execute same.

SECTION 2. The City Council authorizes the Finance Director to transfer residual funds in the amount of \$40,631.00 from the George Street Park Renovation Project Account #310-1234-572-0-6301 to Account #310-1234-572-1-6301 to pay for the purchase and installation of fencing and provide a project contingency.

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

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

PASSED AND APPROVED THIS 16th DAY OF SEPTEMBER, 2009.

RESOLUTION NO. 114-09

PAGE 2

APPROVED:

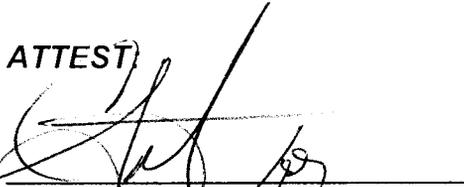


THOMAS A. MASTERS
MAYOR

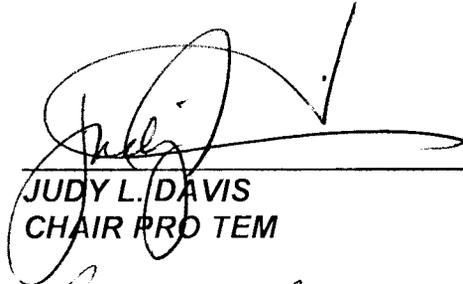


DAWN S. PARDO
CHAIRPERSON

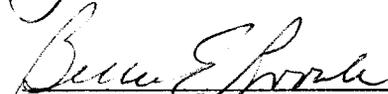
ATTEST



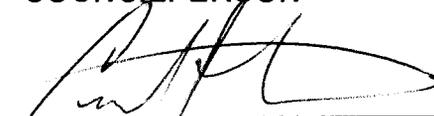
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: S. Lowe

C. THOMAS aye

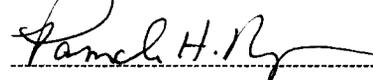
D. PARDO aye

J. DAVIS aye

B. BROOKS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/9/09

RESOLUTION NO. 115-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF MATERIALS FOR THE REPLACEMENT OF PARTS NEEDED TO MAKE THE NECESSARY REPAIRS ON THE ACTIVITY POOL LOCATED AT BARRACUDA BAY FROM COM-PAC FILTRATION (SOLE SOURCE VENDOR) OF JACKSONVILLE, FLORIDA IN THE AMOUNT OF \$21,667; AND FURTHER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBER 001-1236-572-0-6351 CAPITAL IMPROVEMENTS OTHER THAN BUILDING FOR THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Department operates Barracuda Bay Aquatic Complex and the contract with the County states that the City is responsible for maintenance of the facility; and

WHEREAS, Com-Pac filtration is the sole source vendor for the replacement parts need to complete the repairs; and

WHEREAS, the City of Riviera Beach must pass Palm Beach County Health Department codes to be able to operate; and

WHEREAS, the City of Riviera Beach must maintain a safe aquatic environment for all citizens and visitors.

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

SECTION 1. That the City Council approves the purchase of materials from Com-Pac Filtration (sole source vendor) to repair various components of the Activity pool in the amount of \$21,667.

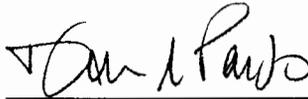
SECTION 2. The Finance Director is authorized to pay Com-Pac Filtration \$21,667 for materials from the Aquatic Center Capital line; 001-1236-572-0-6351 Capital Improvements Other Than Building.

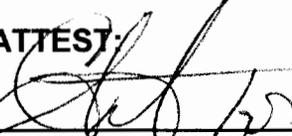
SECTION 3. That this Resolution shall take effect upon its passage and approval by City Council.

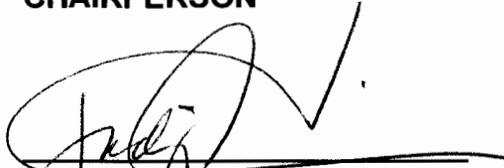
PASSED AND APPROVED this 16th day of September, 2009.

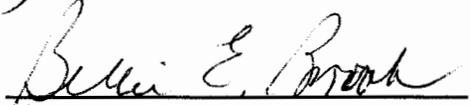
APPROVED:

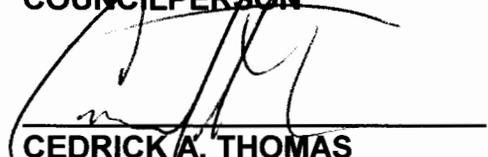

THOMAS A. MASTERS
MAYOR

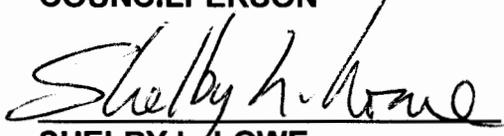

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
CHAIR PRO TEM


BILLIE E. BROOKS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: S. Lowe

D. PARDO aye

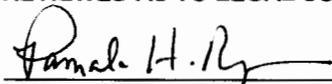
J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

L. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/19/09

RESOLUTION NO. 116-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING PAYMENT IN THE AMOUNT OF \$103,807.22 TO THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS FOR ANNUAL RENEWAL AND REPLACEMENT COSTS FOR RADIO ACCESS; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBER 308-0817-521-0-4604 IN THE AMOUNT OF \$81,428.00 AND ESTABLISH THE NECESSARY ACCOUNT AND BUDGET SO THAT PAYMENT IS MADE FROM STATE APPROVED \$12.50 FUNDS IN THE AMOUNT OF \$22,379.22; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2003 the City entered into an agreement with the Palm Beach County Board of County Commissioners for access to the Palm Beach County SmartZone 800 MHz radio system; and

WHEREAS, the agreement requires the City to pay an annual renewal & replacement annual fee of \$211.42 per radio unit accessing the Palm Beach County SmartZone 800 MHz radio system; and

WHEREAS, the City had 230 radios accessing Palm Beach County SmartZone 800 MHz radio system in 2005, and 261 radios accessing the system in 2006; and

WHEREAS, the annual cost for Renewal and Replacement for 2005 was \$48,626.60, and in 2006 was \$55,180.62, totaling \$103,807.22.

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

SECTION 1. Authorizing Finance Director to make payment to the Palm Beach County Board of County Commissioners in the amount of \$103,807.22 from the following Fund Accounts:

Account Name	Account No	Amount
State Legislative Funds	\$12.50 Funds	\$ 22,379.22
Fund Balance	308-0817-521-0-4604	\$ 81,428.00
	Total	\$103,807.22

SECTION 2. Authorizing the Finance Director to establish the necessary accounts and budget for disbursement of the State Legislative approved \$12.50 funds to cover costs associated with this Resolution.

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

September 16, 2009

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RESOLUTION NO. 116-09
PAGE 3

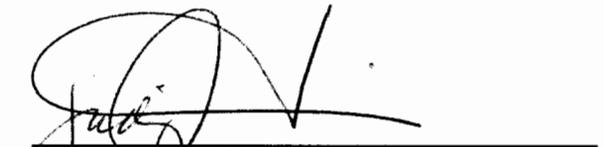
APPROVED:


THOMAS A. MASTERS
MAYOR

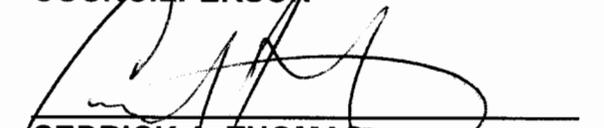

DAWN S. PARDO
CHAIRPERSON

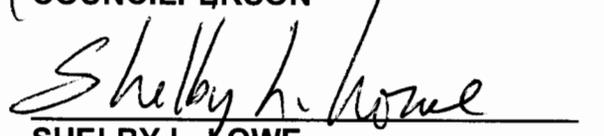
ATTEST:


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: B. Brooks

SECONDED BY: S. Lowe

C. THOMAS aye

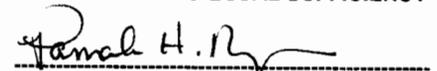
D. PARDO aye

J. DAVIS aye

B. BROOKS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/9/09

RESOLUTION NO. 117-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY FOR FUNDING IN THE AMOUNT OF \$5,000,000; AUTHORIZING THE FINANCE DIRECTOR TO REVISE THE BUDGET FOR THE CITY OF RIVIERA BEACH MARINA EXPANSION PROJECT IN THE AMOUNT OF \$5,000,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to waterfront access in Palm Beach County, in the principal amount of \$50 million ("the \$50 million Waterfront Access Bond"); and

WHEREAS, the Board of County Commissioners, Palm Beach County has approved funding allocations for water access projects; and

WHEREAS, the City of Riviera Beach desires to construct additional docks, boat slips and upgrade restrooms/laundry physicality's, install new fuel tanks and upgrade/expand parking area at the City of Riviera Beach Municipal Marina; and

WHEREAS, the Board of County Commissioners, Palm Beach County and City of Riviera Beach entered into an Interlocal Agreement that provided grant funds in amount of \$5,000,000 for the Riviera Beach Marina Expansion Project; and

WHEREAS, the Interlocal Agreement required that the project be completed and open to the public within two (2) years; and

WHEREAS, the City has changed the scope of the project and has requested additional time to complete the project; and

WHEREAS, the Interlocal Agreement has been amended to require that the project be completed and open to the public for its intended use on or before October 1, 2011.

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

RESOLUTION NO. 117-09

PAGE 2

SECTION 1. That the Mayor and City Clerk are authorized to execute the First Amendment to the Interlocal Agreement with the Board of County Commissioners on behalf of the City of Riviera Beach.

SECTION 2. That the Finance Director is authorized to revise the budget in the City of Riviera Beach Marina Expansion fund as follows:

REVENUE:

424-00-337709	PB County Water Access Bond	\$5,000,000
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EXPENDITURE:

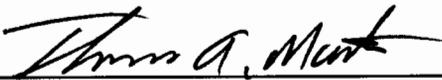
424-0000-543-1-6251 Wet Slip Replace/Dry Stack Repair	\$2,250,000
424-0000-543-2-6251 Restroom & Laundry Improvement	\$ 675,000
424-0000-543-3-6351 Dock repair/replacement	\$ 900,000
424-0000-543-4-6351 Parking Lot Beautification/Expansion	\$ 135,000
424-0000-543-5-6351 Fuel Tank Replacement	\$ 540,000
424-0000-543-6-3101 Professional Services	\$ 500,000
TOTAL	\$5,000,000

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

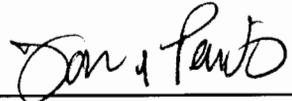
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PASSED AND APPROVED THIS 16th DAY OF September, 2009.

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



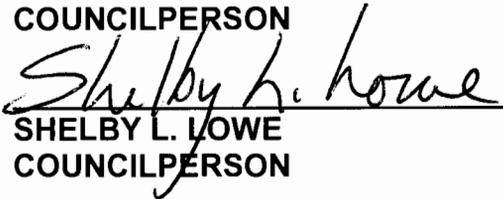
JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



GEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: S. Lowe

SECONDED BY: C. Thomas

C. THOMAS: aye

D. PARDO: aye

J. DAVIS: aye

B. BROOKS: aye

S. LOWE: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/16/09

09/09/09

RESOLUTION NO. 118-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ENDORSING DESIGN CONCEPTS FOR US HIGHWAY ONE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) is conducting a Resurfacing, Restoration and Rehabilitation (3R) project in the City of Riviera Beach on US Highway One (Broadway/State Road 5) between 11th Street and Silver Beach Road; and

WHEREAS, the project will include resurfacing the roadway, providing drainage improvements, installing new sidewalks on both sides of the road, installing decorative street lights, installing new mast arms at the intersection of Blue Heron & US 1 and 20th Street & US 1, installing trees along the sidewalks, and installing a 17 foot landscaped median; and

WHEREAS, the FDOT budget for this project is approximately \$14 million; and

WHEREAS, the FDOT requires that a bicycle route be installed concurrently with this project; and

WHEREAS, in order for the 17' landscaped medians to be installed, the bicycle route must be relocated to an alternate route near the US 1 corridor; and

WHEREAS, City Staff has worked with the FDOT and the Treasure Coast Regional Planning Council Staff to identify a safe and acceptable alternate bicycle route along Avenue E and Avenue F; and

WHEREAS, the cost to install the alternate bicycle route is approximately \$1.75 million and must be funded by the City; and

WHEREAS, construction on both the US 1 improvements and the alternate bicycle route is expected to commence in 2012 and take approximately 12-18 months to complete; and

WHEREAS, the City Council held a public workshop on September 8, 2009 to review the proposed US 1 improvements and reached a consensus that the typical section for US 1 with the 17' landscaped median and the alternate bicycle route along Avenue E and Avenue F is the preferred option.

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

RESOLUTION NO. 118-09
PAGE 2

SECTION 1. That the above recitations are true and incorporated herein.

SECTION 2. The alternate bicycle route attached as "Exhibit A" is approved as the City's preferred option to allow for the 17' landscaped median on US 1.

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

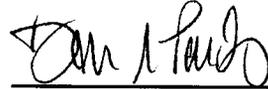
PASSED and APPROVED this 16th day of September, 2009.

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APPROVED:

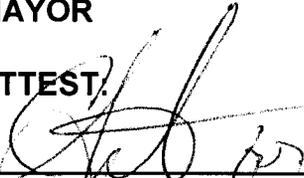


THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

ATTEST:



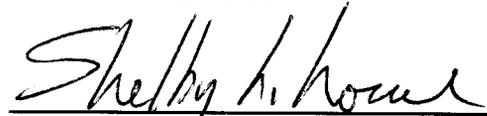
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: S. Lowe

SECONDED BY: J. Davis

D. PARDO aye

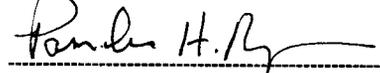
J. DAVIS aye

B. BROOKS aye

S. LOWE aye

C. THOMAS aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/9/09

EXHIBIT A

Riviera Beach CRA (Community Redevelopment Area)

Proposed Bike Route

 Primary Bike Route

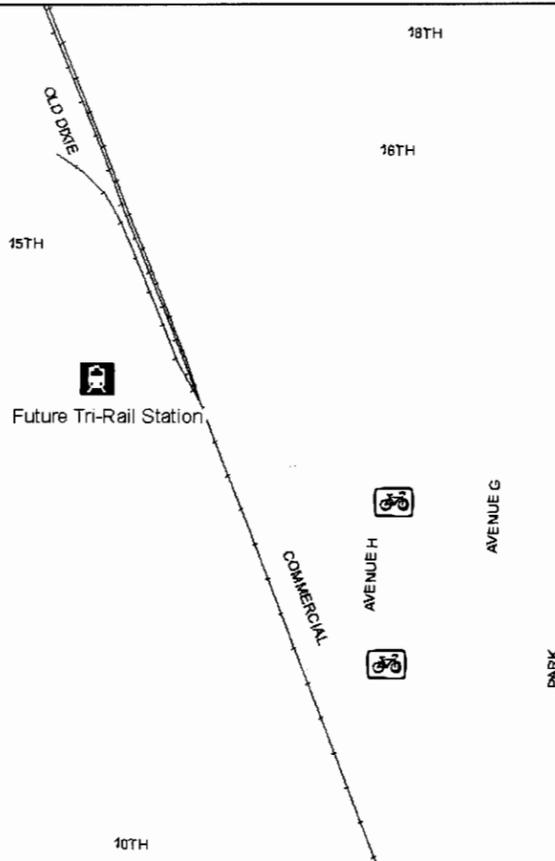
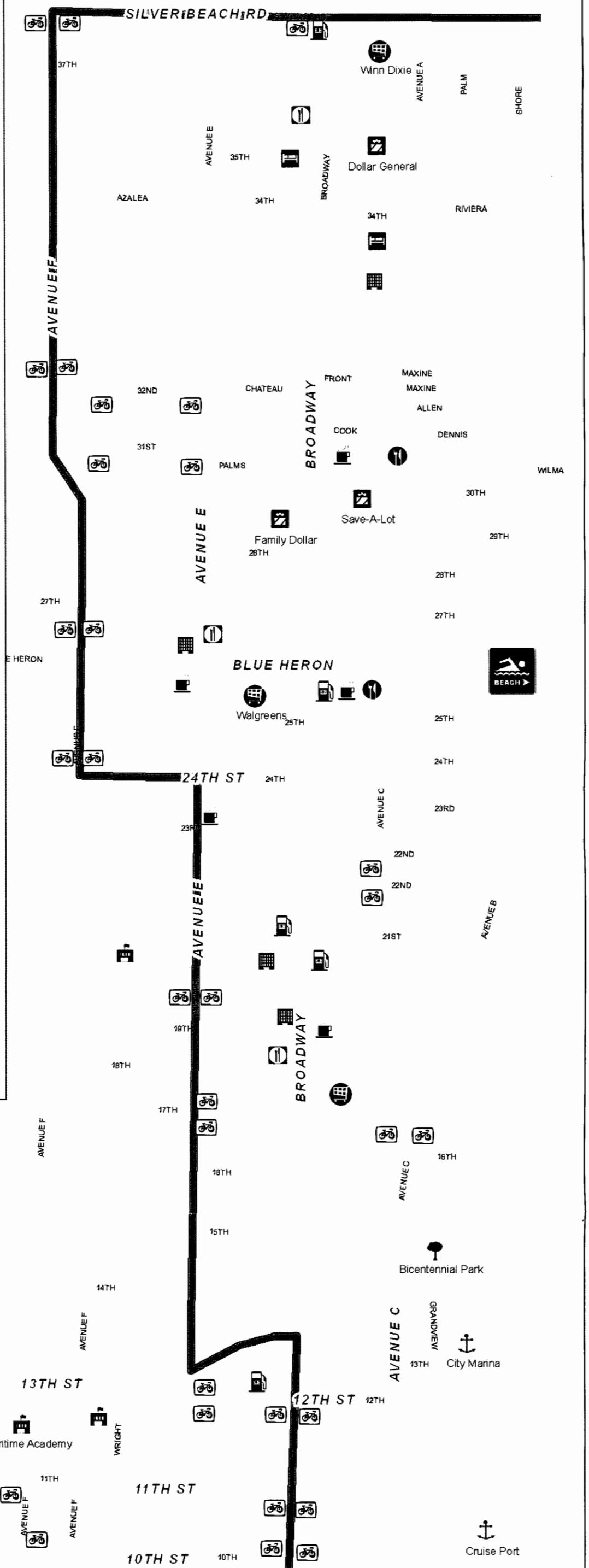
 Bike Route Signage

Places of Interest

-  Merchandise Store
-  Supermarket / Pharmacy
-  Convenience Store
-  Service Station
-  Dining Restaurant
-  Fast Food Restaurant
-  Office / Bank
-  Lodging
-  Marine Use
-  School / Institution
-  Park
-  Train Station



0 250 500 1,000 Feet
1 inch = 500 feet



RESOLUTION NO. 119-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF RIVIERA BEACH AND ALCALDE & FAY, LTD., TO PROVIDE LOBBYIST REPRESENTATION AT THE FEDERAL LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH IN THE AMOUNT OF \$5,000 PER MONTH FOR ONE (1) YEAR COMMENCING OCTOBER 1, 2009 TO SEPTEMBER 30, 2010; THE SAME TO BE PAID FROM PROFESSIONAL SERVICES - OTHER, ACCOUNT NUMBER 001-0203-519-0-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alcalde & Fay, Ltd. has duly qualified experts in the field of public works, transportation, communications, water resources, housing, and Federal grant programs; and

WHEREAS, in the judgment of the City Council, it is necessary and desirable to employ the services of Alcalde & Fay, Ltd. to assist the City with public works, transportation, communications, water resources, housing, and Federal grant programs administered by the Federal government; and

WHEREAS, the terms of the contract is for twelve (12) months commencing on October 1, 2009 to September 30, 2010.

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

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

Section 2. That compensation shall be \$5,000 per month for one (1) year commencing October 1, 2009 to September 30, 2010 and the City shall reimburse Alcalde & Fay, Ltd. for reasonable expenses incurred at cost in connection with the work performed; the amount is to be paid from Professional Services - Other, Account No. 001-0203-519-0-3106.

Section 3. That a copy of the Agreement shall be attached hereto and made a part of this Resolution.

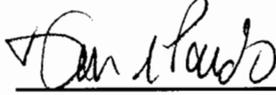
Section 4. This Resolution shall take effect immediately upon passage and approved by the City Council.

PASSED AND ADOPTED THIS 16th DAY OF September, 2009.

APPROVED:


THOMAS A. MASTERS
MAYOR

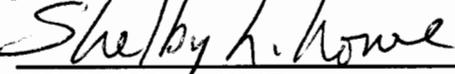
(MUNICIPAL SEAL)


DAWN S. PARDO
CHAIRPERSON

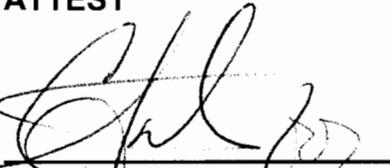

JUDY L. DAVIS
CHAIR PRO-TEM


BILLIE E. BROOKS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

ATTEST


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

MOTIONED BY: B. Brooks

SECONDED BY: S. Lowe

C. THOMAS: aye

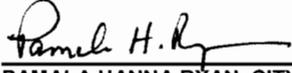
D. PARDO: aye

J. DAVIS: aye

B. BROOKS: aye

S. LOWE: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/10/09

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

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

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

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

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

PART I - SPECIFIC PROVISIONS

- A. SERVICES TO BE PROVIDED: CONTRACTOR will consult and advise as requested on federal appropriations, authorizations and grant programs for public works, water resources, public safety, energy, economic development, and parks and recreation projects, including but not limited to:
1. Developing strategies to obtain and maximize federal funding for CITY public works, water resources, public safety, energy, economic development, and parks and recreation priorities.
 2. Coordinating funding, legislation and policy related activities for the CITY with the United States Congress and Federal agencies;
 3. Securing authorizations and funding from the United States Congress and Federal agencies to implement the CITY'S projects;
 4. Maintaining frequent contact with key United States Senators and Representatives, including the CITY'S congressional delegation.
 5. Advocating CITY interests during the federal legislative and regulatory process.
 6. Arranging visits by CITY officials with the CITY'S Congressional Delegation and Federal agencies.
 7. Maintaining frequent contact with designated CITY officials about federal funding opportunities and CONTRACTOR activities, and attending CITY meetings upon the CITY'S written request.
- B. PAYMENT: CONTRACTOR'S compensation for the services provided hereunder shall be \$5,000.00 per month. CONTRACTOR shall submit the monthly \$5,000.00 fee invoice at the first of each month, beginning on October 1, 2009. The CITY shall reimburse the contractor for reasonable expenses incurred in connection with the CONTRACTOR'S work at actual cost. Expenses that are to be reimbursed include, but are not limited to; photocopying, postage, telephone, delivery, and telecopy charges. Expenses will be reimbursed to CONTRACTOR on a

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

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

PART II - GENERAL PROVISIONS

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

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

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

- D. **NON-DISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. **TERM OF AGREEMENT:** This Agreement shall become effective on October 1, 2009 and shall terminate on September 30, 2010 or upon 30 day's written notice by either party with or without cause.
- F. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.

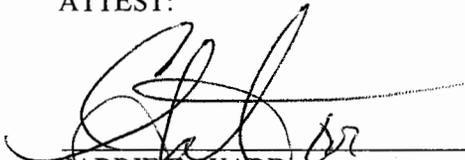
G. MEDIATION: All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by the CITY. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The CITY shall retain the mediator and schedule mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.

H. ATTORNEY'S FEES; COSTS; VENUE: In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney's fees, paralegal fees, and court costs at both trial and appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of the Circuit Court of Palm Beach County, Florida.

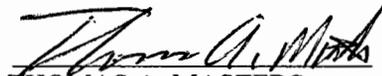
I. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the CONTRACTOR and CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 16th day of SEPTEMBER 2009.

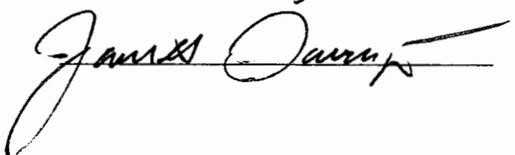
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

CITY OF RIVIERA BEACH

By: 
THOMAS A. MASTERS
MAYOR

WITNESSES:

ALCALDE AND FAY, LTD.

By: 
L.A. "SKIP" BAFALIS
PARTNER

RESOLUTION NO. 120-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING ARTHUR J. GALLAGHER & COMPANY – MIAMI TO PLACE THE APPROPRIATE COVERAGES, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE INSURANCE LIABILITY FUND ACCOUNT NO. 602-0539-5130-4501 UP TO THE AMOUNT OF \$2,214,445 TO ARTHUR J. GALLAGHER & CO. - MIAMI FOR RISK PACKAGE FIXED COSTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is in need of its Worker's Compensation/Liability and Property/Casualty Protected Self-Insurance Program to be renewed for one year (2009-2010); and

WHEREAS, a proposal from Arthur J. Gallagher & Co. – Miami/Gallagher Bassett Services provides the costs and services which best serve the City of Riviera Beach's interest at a total fixed cost not to exceed \$2,214,445; and

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

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

SECTION 2. That the Finance Director is authorized to make payments from Account Numbers 602-0539-513-0-4501 in the total amount not exceeding \$ 2,214,445 to Arthur J. Gallagher & Company – Miami for risk package fixed costs.

SECTION 3. That this Resolution shall take effect October 1, 2009 upon its passage and approval by City Council.

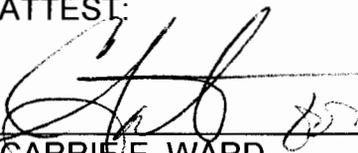
PASSED AND APPROVED this 16th day of September, 2009.

APPROVED:


THOMAS A. MASTERS
MAYOR

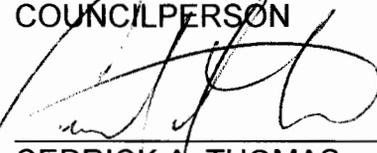

DAWN S. PARDO
CHAIRPERSON

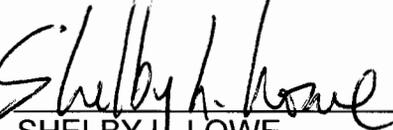
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
CHAIR PRO TEM


BILLIE E. BROOKS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: C. Thomas

SECONDED BY: J. Davis

D. PARDO aye

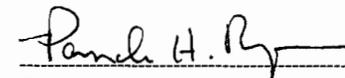
J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/11/09

RESOLUTION NO. 122-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE APPOINTMENT OF DENTAL INSURANCE COVERAGE WITH CIGNA HEALTH INSURANCE COMPANY TO PROVIDE DENTAL INSURANCE FOR CITY EMPLOYEES FOR THE POLICY YEAR 2009-2010 AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM VARIOUS CITY DEPARTMENTAL ACCOUNTS IN THE ESTIMATED AMOUNT OF \$73,740.00 FOR DENTAL INSURANCE; PERIOD BEGINNING OCTOBER 1, 2009 – SEPTEMBER 30, 2011; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach is in need of renewing its dental insurance; and

WHEREAS, staff recommends placement of the City's dental insurance coverage with CIGNA Health Insurance Company.

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

SECTION 1. That staff is hereby authorized to bind coverage for the City of Riviera Beach for dental insurance coverage with CIGNA Health Insurance Company for a period of two (2) years commencing October 1, 2009 through September 30, 2011.

SECTION 2. That the Finance Director is authorized to make payment for the City's contribution to the dental insurance costs from various City departmental accounts in the estimated amount of \$73,740.00 for dental insurance.

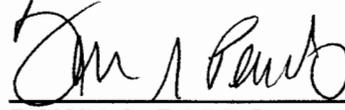
SECTION 3. This Resolution shall take effect immediately upon its passage and adoption by the City Council.

PASSED AND APPROVED this 16th day of September, 2009.

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



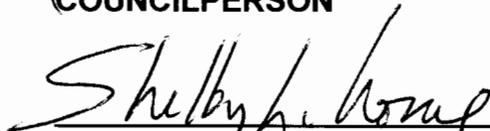
JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

D. PARDO: aye

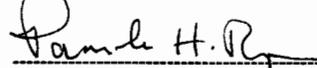
J. DAVIS: aye

B. BROOKS: aye

C. THOMAS: aye

S. LOWE: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/9/09

RESOLUTION NO. 123-09

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 INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE REBATE OF FUNDS FOR PROFESSIONAL SERVICES RENDERED BY THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach (City) created the Community Redevelopment Agency (CRA) in 1974 consistent with the Community Redevelopment Act; and

WHEREAS, the fundamental purpose of the CRA is to facilitate redevelopment in an area that has been determined to be slum and blight; and

WHEREAS, in 1999, the City performed a "Finding of Necessity", which allowed the City to expand the CRA boundary and adopted the "Finding of Necessity" per Resolution No. 88-01; and

WHEREAS, on January 2, 2002, the City of Riviera Beach adopted, by Ordinance No. 2912, The Inlet Harbor City of Riviera Beach Redevelopment Modification (The Plan); and

WHEREAS, the City Council sits as the Community Redevelopment Agency; and

WHEREAS, the City provides services to the CRA in the form of Police, Fire, Planning, Legal, Engineering, Finance, Purchasing, Public Works, and Parks and Recreation; and

WHEREAS, the CRA is dependent upon the City's services in order to implement the Redevelopment Plan; and

WHEREAS, the increment tax revenue is deposited into the Redevelopment Trust Fund by the City to implement the Redevelopment Plan; and

WHEREAS, the CRA wishes to compensate the City for the City services provided to the CRA; and

WHEREAS, the City must continue to provide professional services to the CRA in order to protect the public health, safety and welfare of the residents of the City; and

WHEREAS, the City and CRA desire to enter into an Interlocal Agreement to provide the framework for rebating to the City the funds for the City's professional services that are provided to the CRA.

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 and the CRA hereby agree to enter into the attached Interlocal Agreement to allow the CRA to rebate back to the City each year a portion of the increment tax revenue amount deposited by the City in the Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes.

SECTION 2. That the Mayor and City Clerk are authorized to execute the agreement on behalf of the City.

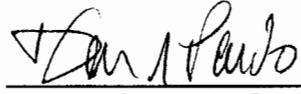
SECTION 3. This resolution will take effect upon its passage and approval by City Council.

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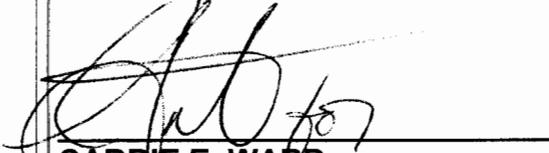
PASSED AND APPROVED this 16th day of September, 2009.

APPROVED:

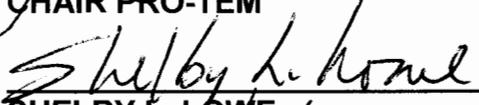

THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
CHAIR PRO-TEM


SHELBY L. LOWE
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


BILLIE E. BROOKS
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

D. PARDO aye
J. DAVIS nay
S. LOWE aye
C. THOMAS aye
B. BROOKS aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/10/09