

RESOLUTION NO. 75-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A REQUEST FOR PROPOSAL FOR THE REDEVELOPMENT OF THE CITY OF RIVIERA BEACH MUNICIPAL MARINA AND OTHER SURROUNDING PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach (City) and the Community Redevelopment Agency (CRA) are requesting development proposals for the redevelopment of the City of Riviera Beach Municipal Marina and other surrounding property as more particularly outlined in the Request for Proposal; and

WHEREAS, the Request for Proposal includes the development of property owned by the City and the CRA, and all development will be required to be approved by the governing bodies of both entities; and

WHEREAS, the CRA met on June 25, 2008 and approved the Request for Proposal.

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 Request for Proposal to redevelop the City's Municipal Marina and other surrounding property; said Request for Proposal is attached hereto and made apart of this resolution.

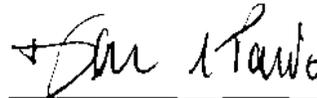
SECTION 2. This resolution shall take effect immediately upon its approval and passage.

PASSED and APPROVED this 25th day of June, 2008.

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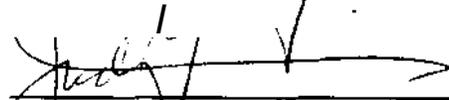


EDRICK A. THOMAS
CHAIRPERSON

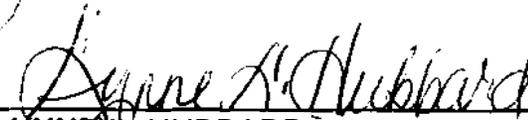


DAWN S. PARDO
C PR

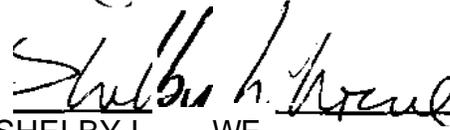
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



JUDY L. DAVIS
COUNCILPERSON



LYNNE L. HUBBARD
COUNCIL PERSON



SHELBY L. WE
COUNCILPERSON

MOTIONED BY: J. Davis

SECONDED BY: D. Pardo

C. THOMAS aye

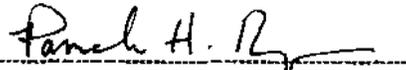
D. PARDO aye

J. DAVIS aye

I. HUBBARD aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE 6/25/08

RESOLUTION NO. 76-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AWARDED BID NO. 190-08 FOR STREET LIGHT IMPROVEMENTS FOR WEST 32ND STREET TO AMERICAN LIGHTING AND SIGNALIZATION THE RESPONSIBLE LOW BIDDER, IN THE AMOUNT OF \$68,510.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUNDS AND MAKE PAYMENTS FOR SAME FROM ACCOUNT NO. 126-0716-5413-6355; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach desires to beautify West 32nd Street between Avenue H East and West 31st Street; and

WHEREAS, the City has entered into an inter-local agreement with Palm Beach County to install decorative street light poles and fixtures on West 32nd Street; and

WHEREAS, the City of Riviera Beach publicly advertised an invitation for bids for the installation of decorative light poles and fixtures for West 32nd Street; and

WHEREAS, American Lighting and Signalization, Inc. of Jacksonville, FL is the responsible low bidder; and

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

SECTION 1. Bid No. 190-08 for the installation of decorative street lights for West 32nd Street is awarded to American Lighting and Signalization, Inc. of Jacksonville, FL in the amount of \$68,510.

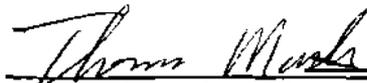
SECTION 2. The Mayor and City Clerk are authorized to execute the contract.

SECTION 3. The Finance Director is authorized to appropriate \$68,510 and make payments against same from account number 126-0716-5413-6355.

SECTION 4. This Resolution shall become effect upon its passage by the City Council.

PASSED AND APPROVED this 16 day of July, 2008

APPROVED:

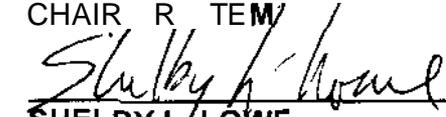

THOMAS MASTERS
MAYOR


CEDRI K.A. THOMAS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR R. TEM


SHELBY L. LOWE
COUNCILPERSON


LYNNE L. HUBBARD
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON

MOTIONED BY: L. Hubbard

SECONDED BY: D. Pardo

S. LOWE aye

L. HUBBARD aye

C. THOMAS aye

D. PARDO aye

J. DAVIS aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, C/ ATTORNEY

DATE: 7/9/08

CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION

This Contract is made as of this _____ day of _____, _____ 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 American Lighting and Signalization, Inc. a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is 59-1554039.

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

ARTICLE I - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide construction services in the area of installation of decorative street lights for West 32nd Street, as more specifically set forth in the Invitation to Bid, to wit, Bid No. 190-08, hereinafter the "Bid", the Addenda, Construction Specifications, Plans, General and Special Conditions of which are incorporated herein by reference; and

The CITY'S representative/liaison during the performance of this Contract shall be the City of Riviera Beach, City Engineer, telephone no. 561-845-4061.

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 II 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 \$68,510.00 in accordance with the Base Bid fee proposal (Exhibit "A") as set forth in the CONTRACTOR'S response to Bid No. 190-08. 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 II - 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:

Community Development
Attention: City Attorney
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

and if sent to the CONTRACTOR shall be mailed to:

James Hardiman, Vice President
American Lighting and Signalization
11639 Davis Creek Road, East
Jacksonville, FL 31256

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 - 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 34 - TIME

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

ARTICLE 35 - 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 36 - 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 37 - PREPARATION

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

ARTICLE 38 - 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 39 - REPRESENTATIONSIBINDING 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, _____ hereby represents to the CITY that he/she has the authority and [ulllegal power to execute this Contract and any and a]l documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and 10 bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 40 - 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 41 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of this document, the Bid, the Bid Addenda, General and Special Conditions, Construction Specifications and Design Plans. The CONTRACTOR agrees to be bound by all the tenus and conditions set forth in this Contract and the Bid, Construction Specifications and Design Plans. To the extent that there exists a conflict between this Contract and Bid, 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 marmer as to avoid conflicts between provisions of the various documents.

ARTICLE 42 - 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 pennant 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 pennit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTR.A.CTOR 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 tenn 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.

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

CITY OF RIVIERA BEACH

CONTRACTOR

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

BY: James Hardiman
JAMES HARDIMAN,
VICE -PRESIDENT

ATTEST:

BY: Carrie E. Ard
CARRIE E. ARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIO **SL**

BY: All Mary K. Kinney
(PRINT NAME & TITLE)
DEPARTMENT DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Pamalah Ryan
PAMALAH RYAN
CITY ATTORNEY

Date: 7/16/08

EXHIBIT "A"

SCOPE OF WORK

[Reports if Applicable]

[Key Personnel if Applicable)

EXHIBIT "B"

SCHEDULE OF PAYMENTS

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

RESOLUTION NO. 77-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE BID FOR RECONSTRUCTION OF WEST 33RD STREET TO B & B UNDERGROUND CONTRACTORS, IN THE AMOUNT OF \$501,002.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM VARIOUS ACCOUNTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, bids for reconstruction of West 33RD Street were opened on April 4, 2008; and

WHEREAS, B & B Underground Contractors, Inc. is the responsible low bidder; and

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

SECTION 1. The bid submitted by B & B Underground Contractors, Inc. for reconstruction of West 33RD Street is accepted in the amount of \$501,002.

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

SECTION 3. The City Manager is hereby authorized to approve change orders in the amount not to exceed 8% of the contract price.

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

108-0717-541-1-6355	\$251,191
301-0716-541-4-6355	\$180,041
301-0716-541-4-3106	\$ 40,000
412-1438-535-0-4606	\$109,850

RESOLUTION NO. 77 08
PAGE 2

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

PASSED and APPROVED on this 16 day of July, 2008.

The remainder of this page has been left blank intentionally.

APPROVED:

Thomas A. Thomas

Cedrick A. Thomas

CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:

Carrie E. Ward

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

Dawn S. Pardo

DAWN S. PARDO
CHAIR PRO TEM 1

Judy L. Davis

JUDY L. DAVIS
COUNCILPERSON

Lynn Hubbard

LYNN HUBBAR
COUNCIL PERSON

Shelby L. Lowe

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. Pardo

SECONDED BY: L. Hubbard

C. THOMAS aye

D. PARDO aye

J. DAVIS aye

L. HUBBARD aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela Hanna Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/9/08

Handwritten:
K. S. P. M. C.

RESOLUTION NO. 78-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SPECIAL EXCEPTION APPLICATION FROM RECOVERY OUTREACH, INC. TO OPERATE COMMUNITY RESIDENTIAL FACILITIES FOR MEN AND WOMEN WITH PHYSICAL AND PSYCHOLOGICAL DISABILITIES AT 1144, 1156, 1164, 1172, AND 1200 WEST 31ST STREET, RIVIERA BEACH, FLORIDA 33404 WITH SPECIFIC CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Planning & Zoning Board met on April 10, 2008 and June 26, 2008 to review the Special Exception application; and

WHEREAS, the City Council finds that the proposed Special Exception is consistent with Section 31-62 of the Land Development Code.

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

SECTION 1. The Special Exception application from Recovery Outreach, Inc. to operate community housing and convalescent facilities for men and women with physical and psychological disabilities at 1144, 1156, 1164, 1172, and 1200 West 31st Street is approved with the following conditions:

1. The Special Exception shall expire if and/or when Recovery Outreach, Inc. transfers ownership or stops operating the **facilities**.
2. If the facilities generate excessive police reports/calls the Special Exception may be reconsidered by the City Council at the Police Department's Request.
3. No convicted sex offenders will be permitted to reside at these facilities.
4. Additional buffering will be installed to shield the operation at 1200 West 31st Street from the adjacent residential property.

RESOLUTION NO. ____

PAGE 2

- 5. All units will be renovated and/or modified to meet ADA Requirements for **accessibility.**
- 6. Recovery Outreach, Inc. will provide full time on-site staff management for the project.
- 7. All applicable State of Florida licenses must be obtained.
- 8. Except for Condition #2, violations or failure to comply with the above **conditions will result in an immediate termination of the Special Exception** approval.

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

PASSED and APPROVED this day of , 2008.

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

RESOLUTION NO. _____
PAGE 3

APPROVED:

THOMAS A. MASTERS
MAYOR

CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAWN S. PARDO
CHAIR PRO TEM

JUDY L. DAVIS
COUNCILPERSON

LYNNE L. HUBBARD
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

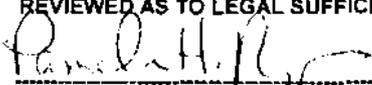
C. THOMAS _____

D. PARDO _____

J. DAVIS _____

L. HUBBARD _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/9/08

RESOLUTION NO. 79-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE CO-SPONSORSHIP WITH THE RESORT AT SINGER ISLAND FOR THE 5K BRIDGE BUSTER CHALLENGE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Resort at Singer Island and the City of Riviera Beach are co-sponsoring the First Annual 5K Bridge Buster Challenge to be held on Saturday, September 20, 2008; and

WHEREAS, this challenge will draw and shed a positive light on the City of Riviera Beach and will enhance recreational opportunities for City residents; and

WHEREAS, a Commemorative Program Book will be put together to include a dedication page to Singer Island and Riviera Beach which will include historical and community information.

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

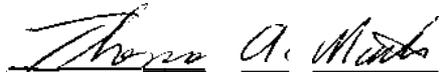
SECTION 1: That the co-sponsorship with the Resort at Singer Island for the 5K Bridge Buster Challenge is hereby approved.

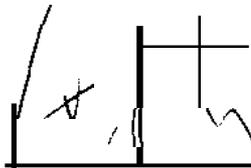
SECTION 2: This resolution shall take effect upon its passage and approval by City Council.

PASSED and APPROVED this 16 day of July, 2008.

[The remainder of this page was intentionally left blank]

APPROVED:


THOMAS A. MASTERS
MAYOR

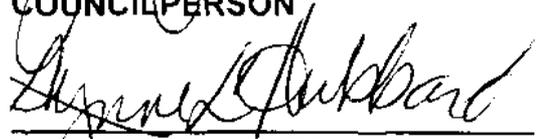

CEDRIC A. THOMAS
CHAIRPERSON

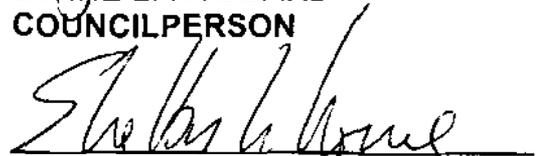
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


JUDY L. DAVIS
COUNCILPERSON


LYNNE L. HUBBARD
COUNCILPERSON


SHELBY L. OWE
COUNCIL PERSON

MOTIONED BY: L. Hubbard

SECONDED BY: L. Davis

C. THOMAS aye

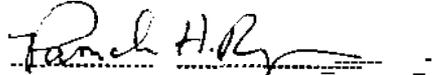
D. PARDO aye

J. DAVIS aye

L. HUBBARD aye

S. LOWE out

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/27/08

RESOLUTION NO. 80-08

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; COMPENSATION IS \$5,000 PER MONTH FOR FOURTEEN (14) MONTHS; 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 fourteen months commencing on August 1, 2008 to September 30, 2009.

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.

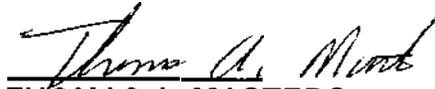
Section 2. That compensation is \$5,000 per month for fourteen (14) months commencing August 1, 2008 to September 30, 2009 and the City shall reimburse Alcalde & Fay, Ltd. for reasonable expenses incurred at cost in connection with the work performed; the amount is to be paid from Professional Services - 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

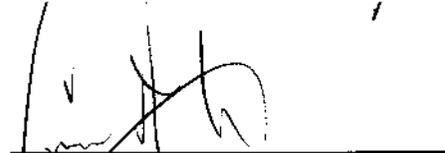
Section 4. This Resolution shall take effect immediately upon passage and approved by the City Council.

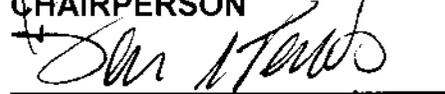
PASSED AND ADOPTED THIS 14 DAY OF July, 2008.

APPROVED:

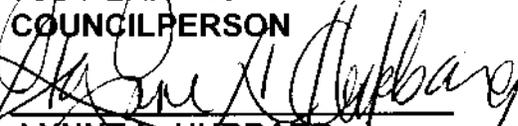

THOMAS A. **MASTERS**
MAYOR

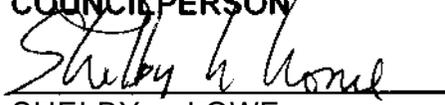
(MUNICIPAL SEAL)


CEDRICK THOMAS
CHAIRPERSON


DAWN S. PARDO
CHAIR PRO-TEM


JUDY L. DAVIS
COUNCILPERSON


LYNNE L. HUBBARD
COUNCILPERSON


SHELBY . LOWE
COUNC PERSON

ATTEST


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

MOTIONED BY: L. Hubbard

SECONDED BY: L. Davis

C. THOMAS: aye

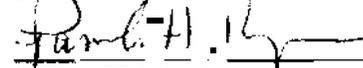
D. PARDO: aye

J. DAVIS: aye

L. HUBBARD: aye

S. LOWE: aye

REVIEWED AS TO LEGAL
SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH
Date 7/14/08

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

The following is an agreement between the City of Riviera Beach, 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 public works, transportation, communications, water resources, housing and Federal grant programs; and

\VIHEREAS. in the judgment of the Council Members, it is necessary and desirable to employ the services of the CONTRACTOR to assist the CITY with public works, transportation, communications, water resources, housing and Federal grant programs administered by the Federal government.

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 public works, transportation, communications, water resources, housing and Federal grant programs, including but not limited to:
1. Assisting in the development of strategies relating to the governmental agencies that regulate and fund public works, transportation, communications, water resources and housing programs.
 2. Developing strategies to obtain and maximize public works, transportation, water resources and housing programs.
 3. Coordinating funding, legislation and policy related activities with the United States Congress and federal agencies:
 4. Securing appropriate authorizations and funding from the United States Congress and federal agencies to implement the CITY'S projects:
 5. Maintaining direct and frequent contact with key United States Senators and Representatives;
 6. Advocating CITY interests during the United States legislative and regulatory process;
 7. Leading and organizing successful local efforts to obtain funding and beneficial status for the CITY projects; and
 8. Providing the CITY with a written report of activities and attending CITY meetings at anytime upon the CITY'S request.
- R. PAYMENT: CONTRACTOR'S compensation for the services provided hereunder shall be \$5,000.00 per month. The monthly \$5,000.00 fee invoice shall be submitted by CONTRACTOR at the first of each month, beginning on August 1, 2008. 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 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 approval by the City Manager.

- C. KEY PERSONNEL: CONTRACTOR has represented to CITY that CITY will have L.A. "Skip" Bafalis, Jim Davenport, Danielle McBeth and Shanice Brown principals or 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 11- 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, bills, 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: WILLIAM F. WILKINS
CITY MANAGER
600 WEST BLUF HERON BOULEVARD
RIVIERA BEACH, FL 33404
(561) 845-4010

CONTRACTOR: ALCALDE & FAY, LTD.
2111 WILSON BLVD., 9TH 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 August 1, 2008 and shall terminate on September 30, 2009 or upon 30 day's 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 any action, 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, without regard to the jurisdiction in which the action or special proceeding may be instituted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this
16 day of July, 2008.

ATTEST:

CITY OF RIVIERA BEACH

C. A. J.

Thomas A. Wood

WITNESSES:

ALCALDE AND FAY, LTD.

James O'Connell
Jennifer Gray

L. A. Skip Bafalis
L.A. Skip Bafalis, Partner

ALCALDE & FAY

GOVERNMENT & PUBLIC AFFAIRS CONSULTANTS

June 13, 2008

MEMORANDUM

TO: William Wilkins, City Manager

FROM: Skip Bafalis
Jim Davenport

SUBJECT: **Renewal** of Contract

Attached you will find a renewal of our Agreement for Professional Services with the City of Riviera Beach. The Agreement is similar to the current Agreement with the exception that we have changed the dates under Part II, E., Term of Agreement.

Below is a list of the City's successes during the course of our representation. In addition, you will find a summary of our activity on behalf of the City for 2008.

Riviera Beach's Successes During the Course of Our Representation

During our representation of the City, Riviera Beach has received funding for the following:

- \$2 million for Blue Heron Boulevard improvements;
- \$1.3 million for a traffic calming project;
- \$750,000 for police communications equipment;
- \$600,000 for a stormwater management plan;
- \$502,500 for an urban retail development project;
- \$500,000 in grant funding from EPA for operation of the City's airstrippers;
- Reversed position of Environmental Protection Agency mandating that they adopt and implement a plan to actively treat and remove contamination from the City's drinking water. The estimated cost of the remedy is \$865,000;
- Initiated an investigation by the EPA Ombudsman of the EPA's handling of the City's contaminated water problem. This action led to the EPA's decision to cover the operation and maintenance costs of the City's air strippers, relieving the City of an \$880,000 expense;

- \$94,000 for law enforcement technology.

2008 Federal Legislative Agenda

Earlier this year, during our discussions with you, we determined that we would seek federal assistance for the following projects: (1) Blue Heron Boulevard; (2) Storm Water Management Plan - Lake Worth Lagoon; (3) Urban Retail Development Project; and (4) Law Enforcement Technology.

After our discussions with the City, we drafted letters on the City's behalf to your Congressional Delegation requesting federal funds for the City's projects. After the City approved the letters, we ensured that they were delivered to the City's Congressional Delegation before the March 1 deadline. Since March 1, 2008, we have met with staff for Congressmen Alcee Hastings and Ron Klein, and Senators Bill Nelson and Mel Martinez to discuss your projects.

We drafted letters on behalf of your House Members to the House Appropriations Committee requesting funding for your projects. The letters were submitted by your Congressional Delegation. We also completed the appropriations forms required by Senators Martinez and Nelson and Congressmen Klein and Hastings.

At this point, we are pleased to report that \$300,000 is included in the House Commerce, Justice and Science Appropriations Bill for the City's law enforcement technology.

We will continuously be working with the House and Senate Appropriations Committees and the City's Congressional Delegation this year to obtain money for the City's projects.

We will continue to report to you on our efforts on behalf of the City.

Please call us with any questions.