

Resolution Numbers 40-07 thru 42-07
Were Omitted

RESOLUTION NO. 43-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DECLARING THE RESULTS OF THE MARCH 13, 2007 MUNICIPAL GENERAL ELECTION AND THE MARCH 27, 2007 RUN-QFF ELECTION; NAMING THE RECIPIENTS FOR, MAYOR, COUNCIL DISTRICT 1, COUNCIL DISTRICT 3, AND COUNCIL DISTRICT 5, RESPECTIVELY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on the 13th day of March, 2007, a Municipal General Election was held in the City of Riviera Beach, Palm Beach County, Florida, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of electing qualified candidates, as provided by law for Mayor, Council District One (1); Council District Three (3); and Council District Five (5) respectively; and

WHEREAS, ON THE 27TH day of March, 2007, a Municipal Runoff Election was held in the City of Riviera Beach, Palm Beach County, Florida, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of electing qualified candidates, as provided by law for Council District 1, Council District 3, and Council District 5 respectively; and

WHEREAS, the polling places, clerks, inspectors and police officers of said elections held on March 13, 2007 and March 27, 2007 were duly appointed by the Riviera Beach Supervisor of Elections; and

WHEREAS, on March 13, 2007 and March 27, 2007 said clerks transported their returns to the Riviera Beach Supervisor of Elections, who made returns to the Supervisor of Elections of Palm Beach County and results are attached; and

WHEREAS, the Palm Beach County Supervisor of Elections found that the returns of the clerks and inspectors of the said Election were true and correct tabulations of the votes cast; and that the absentee ballots, and provisional ballots were properly canvassed; and

WHEREAS, on March 13, 2007 and March 27, 2007, at the culmination of unofficial results, victory was declared to Thomas Masters, Mayor; Lynne Hubbard, Council District 1; Cedrick Thomas, Council District 3; and Shelby Lowe, Council District 5.

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

Section 1: As a result of the certified statement of vote received from the Supervisor of Elections, Palm Beach County, the following named persons are hereby declared to be duly and lawfully elected to the following offices, to-wit:

RESOLUTION NO. 43-07

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MAYOR - THOMAS MASTERS

COUNCILPERSON DISTRICT 1 - LYNNE HUBBARD

COUNCILPERSON DISTRICT 3 - CEDRICK THOMAS

COUNCILPERSON DISTRICT 5 - SHELBY LOWE

Section 2: That the City Clerk be and she is hereby directed to deliver to the persons in their respective districts, Certificates of Elections and administer the Oath of Office in accordance with the law.

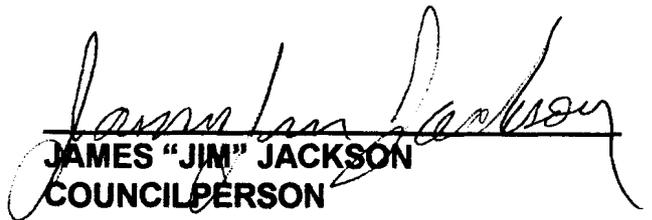
PASSED AND APPROVED THIS 4th day of APRIL, 2007.

APPROVED:


NORMA DUNCOMBE
COUNCILPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: Duncombe

SECONDED BY: Jackson

N. DUNCOMBE: Aye

J. JACKSON: Aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: April 4, 2007

RESOLUTION NO. 44-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE CONTRACT WITH FLORIDA LAWN AND GARDEN; AND FURTHER AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE THREE DIXIE CHOPPER LAWN MOWERS BY PIGGYBACKING OFF FLORIDA STATE CONTRACT NUMBER 515-630-06-1 IN THE AMOUNT OF \$19,797.00 FROM THE CAPITAL IMPROVEMENT ACCOUNT NUMBER 303-1234-572-0-6455 AND MAKE PAYMENT TO FLORIDA LAWN AND GARDEN OF WEST PALM BEACH, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Department has restructured its Parks Division into four sections; and

WHEREAS, the City must provide ample lawn servicing equipment for each division to work effectively and maintain the City's property; and

WHEREAS, the City wishes to enter into contract with Florida Lawn and Garden to purchase Lawn Mowers; and

WHEREAS, Florida Lawn and Garden has extended the Florida State Contract provisions for the purchase of three (3) Dixie Chopper Lawn Mowers to the City of Riviera Beach at a price of \$19,797.00.

WHEREAS, Council approved \$25,000.00 for new equipment as a Capital item 2007 fiscal year budget for the Parks and Recreation Department.

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

SECTION 1. That the Mayor and Clerk execute the contract with Florida Lawn and Garden of West Palm Beach, Florida.

SECTION 2. That the City Council hereby authorizes the purchase of three (3) Dixie Chopper Lawn Mowers from Florida Lawn and Garden of West Palm Beach, Florida off of the Florida State Contract in the amount of \$19,797.00.

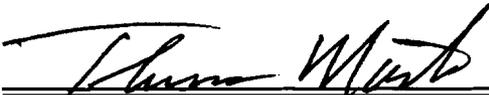
SECTION 3. That this Resolution shall take effect upon its passage and approval by City Council

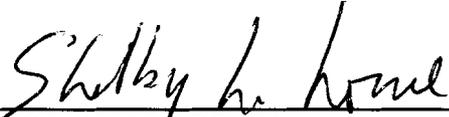
RESOLUTION NO. 44-07
PAGE -2-

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

PASSED AND APPROVED this 4- day of ^{April}~~MARCH~~, 2007.

APPROVED:


MAYOR

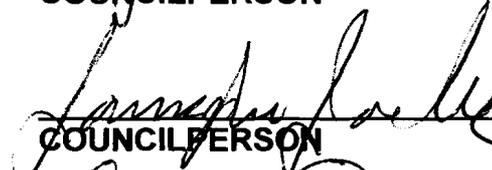

COUNCILPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


COUNCILPERSON


COUNCILPERSON


COUNCILPERSON


COUNCILPERSON

MOTIONED BY: N. DUNCOMBE

SECONDED BY: C. THOMAS

S. LOWE AYE

C. THOMAS AYE

L. HUBBARD AYE

J. JACKSON AYE

N. DUNCOMBE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: -

MATERIALS CONTRACT

THIS AGREEMENT made and entered into thi, 4 day of April, 2007 by and between

Florida Lawn and Garden, hereinafter referred to as "Independent Contractor," whose mailing address is 9005 Southern Boulevard, West Palm Beach, Florida 33411 and the CITY OF RIVIERA BEACH, FLORIDA, a municipal corporation, hereinafter referred to as "City," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, State of Florida posted by solicitation, to wit, Term Contract No.: 515-630-06-1, hereinafter the "STATE" for DIXIE CHOPPER LAWN MOWER, the terms of which are incorporated herein by reference; and

WHEREAS, Independent Contractor was the successful responsible bidder; and

WHEREAS, the State allowed for and encouraged the successful bidder to extend such terms and conditions to other governmental agencies; and

WHEREAS, Independent Contractor desires to extend such to the City. In consideration of the mutual covenants and promises set forth herein, the parties to this Agreement do hereby agree as follows:

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the STATE.
2. To the extent that there exists a conflict between the STATE and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement 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.
3. All materials to be purchased under the terms of this Agreement shall be delivered to the City no later than thirty (30) days after receipt of official notice to supply such materials, the timely delivery of said materials being essential conditions of this Agreement.
4. The City agrees to compensate the Independent Contractor in accordance with the STATE for three (3) Dixie Choppers Lawn Mowers at a price of Six Thousand Five Hundred Ninety-Nine Dollars (\$6599) for each Dixie Choppers Lawn Mower. The total and cumulative amount of this Agreement shall not exceed Nineteen Thousand Seven Hundred Ninety-Seven Dollars (\$19,797). The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City.
5. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the furnishing of materials pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.
6. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to provide the materials as set forth in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
7. All of the goods and/or services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

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

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

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

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

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

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

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

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

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

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

18. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor or its

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

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

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

21. If the City elects to make the change, the City shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.

22. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Agreement shall be guaranteed by the Independent Contractor for a period of two (2) years or 1500 hours of use from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Upon receipt of notice from the City of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work and/or replace the materials at the expense of the Independent Contractor.

23. The Independent Contractor shall continuously maintain adequate protection of all materials from damage, and shall protect such materials and the City' property from injury or loss arising during the term of the Agreement.

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

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

26. 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.

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

28. Time is of the essence in all respects under this agreement.

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

INDEPENDENT CONTRACTOR

BY: *Thomas Masters*
~~MICHAEL D. BROWN~~ *Thomas / Masters*
MAYOR

[Signature]
FLORIDA LAWN AND GARDEN
SALES REPRESENTATIVE

ATTEST BY: *[Signature]*
CARRIEE. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: *[Signature]* FOR
PAMALA H. RYAN
CITY ATIORNEY

BY: _____
BENJAMIN GUY
PURCHASING DIRECTOR

DATE: 3/14/2007

RECEIVED
DEPARTMENT OF
FEB 202007
PARKS & RECREATION
ADMINfSTRAnVE OFFICE

RESOLUTION NO. 45-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY FLORIDA, AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT TO KBK ENTERPRISES FOR SERVICES RENDERED JANUARY 20, 2007 THROUGH FEBRUARY 19, 2007 (INVOICE #9) FOR ONE HALF PAYMENT IN THE AMOUNT OF \$25,436.07 AND FOR SERVICES RENDERED FEBRUARY 20, 2007 THROUGH MARCH 19, 2007 (INVOICE #10) FOR ONE HALF PAYMENT IN THE AMOUNT OF \$22,317.15 FROM ACCOUNT NUMBER 001-0203-519-~~0~~-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach, has contracted with KBK Enterprises, Inc. to provide contract negotiating services to the City and the CRA; and

WHEREAS, such services have been rendered and properly invoiced.

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 Finance Director is hereby authorized to make payment to KBK Enterprises, Inc. for invoice numbers 9 and 10 for services rendered January 20, 2007 through March 19, 2007 for one half payment in the amount of \$47,753.22 from account number 001-0203-519-~~0~~-3106.

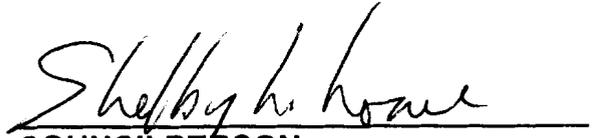
SECTION 4. That this Resolution shall take effect upon its passage.

PASSED AND APPROVED this 4 day of April 2007

RESOLUTION NO. 45-07
PAGE 2

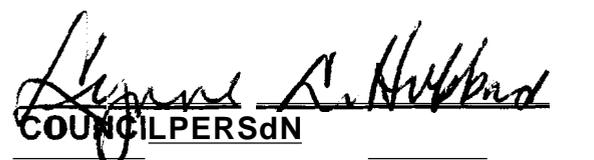
APPROVED:


MAYOR


COUNCILPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


COUNCILPERSON


COUNCILPERSON

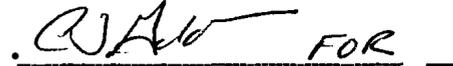

COUNCILPERSON


COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

REVIEWED AS TO LEGAL SUFFICIENCY

 FOR _____

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3 - 28 - 2007

RESOLUTION NO. 46-07

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 WITH THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY FOR FUNDING IN THE AMOUNT OF \$150,000; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR THE RIVIERA BEACH URBAN AREA SECURITY INITIATIVE (UASI) PROJECT IN THE AMOUNT OF \$150,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the federal government created the Fort Lauderdale Urban Area Security Initiative (UASI) which consists of the core cities of Fort Lauderdale, Miramar, Hollywood, Pembroke Pines, and Miami Gardens; and

WHEREAS, the Fort Lauderdale UASI invited the Palm Beach County Board of County Commissioners and the Sheriff of Palm Beach County to participate in the Fort Lauderdale UASI as equal partners with its core cities; and

WHEREAS, the Fort Lauderdale UASI will provide \$698,600 (Six Hundred Ninety-eight Thousand Six Hundred Dollars) as a portion of UASI funds to Palm Beach County as a sub-grantee; and

WHEREAS, the City of Riviera Beach has applied and been awarded grant funds in amount of \$150,000

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

SECTION 1. That the Mayor and City Clerk are authorized to execute 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 set up a budget in the Riviera Beach UASI Project (411) as follows:

REVENUE:

411-00-331220	Homeland UASI - PB County	\$150,000
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EXPENDITURE:

411-1417-533-1-6405	Mach & Equip.	\$150,000
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RESOLUTION NO. 46-07
PAGE 2

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

PASSED AND APPROVED THIS 4 DAY OF April, 2007

APPROVED:

[Signature]
MAYOR

[Signature]
COUNCILPERSON

ATTEST:

[Signature]
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

[Signature]
COUNCILPERSON

[Signature]
COUNCILPERSON

[Signature]
COUNCILPERSON

[Signature]
COUNCILPERSON

MOTIONED BY: L. HUBBARD

SECONDED BY: C. THOMAS

S. LOWE AYE
L. HUBBARD AYE
C. THOMAS AYE
J. JACKSON AYE
N. DUNCOMBE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

[Signature] FOR
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3-28-2007

RESOLUTION NO. 47-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE HERON PARK REPLAT; AUTHORIZING THE MAYOR, CITY MANAGER, CITY CLERK, AND CITY ENGINEER TO SIGN THE SAID REPLAT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Code of Ordinances requires that all property be platted before the issuance of any City building permit; and

WHEREAS, the applicant, City of Riviera Beach, has prepared a Replat entitled Heron Park located between West 20th street and West 21st Street.

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

SECTION 1. The Replat entitled Heron Park is hereby approved.

SECTION 2. The Mayor, City Manager, City Clerk, and City Engineer are authorized to sign the said Replat.

SECTION 3. The said Replat shall be recorded with the Clerk of Circuit Courts of Palm Beach County.

SECTION 4. This resolution shall take effect upon its passage.

PASSED AND APPROVED " 8 " DAY OF April 2007

RESOLUTION NO. 27-07
PAGE 2

APPROVED:

Thomas A. Masters
THOMAS A. MASTERS
MAYOR

Shelby L. Lowe
SHELBY L. LOWE
CHAIRPERSON

ATTEST:

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

Lyle L. Hubbard
LYLE L. HUBBARD
CH R PRO TEM

Norma Duncombe
NORMA DUNCOMBE
CO CILPERSON

Cedrick Thomas
CEDRICK THOMAS
COUNCILPERSON

James "Jim" Jackson
JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: C. Thomas

SECONDED BY: L. Hubbard

S. LOWE aye

L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY
Pamala Hanna Ryan FOR
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7-10-07

RESOLUTION NO. 48-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE BID FOR SR A1A EXOTIC VEGETATION REMOVAL TO NATIVE TECHNOLOGIES, INC. IN THE AMOUNT OF \$22,984; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING FINANCE DIRECTOR TO TRANSFER FUNDS; MAKE PAYMENT FOR SAME AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach is desirous of beautifying SR AIA; and

WHEREAS, the City of Riviera Beach Landscape Regulations require that all construction projects remove exotic vegetation from the site; and

WHEREAS, the City has an agreement with FOOT to initiate construction and provide landscape improvements to SR AIA by June, 2008; and

WHEREAS, the City of Riviera Beach solicited bids to remove exotic vegetation on the west side of SR A 1A between Pine Point Road and the north City limit; and

WHEREAS, the bids were opened on February 9, 2007; and

WHEREAS, Native Technologies, Inc. is the lowest responsible bidder.

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 for A1A Exotic Vegetation Removal is awarded to Native Technologies, Inc. for \$22,984.00.

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

SECTION 3. The Finance Director is authorized to transfer \$27,984.00 from Beach Renourishment account number 310-0717-5150-6351 as follows:

310-0716-5413-6351	A1A Plant Removal	\$22,984
310-0716-5413-3101	A1A Professional Services	\$5,000

SECTION 4. The Finance Director is authorized to make payment for same.

SECTION 5. This resolution shall become effective upon its passage by the City Council.

PASSED AND APPROVED THIS 18 DAY OF April, 2007.

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RESOLUTION NO. 48-01
PAGE -3-

PASSED AND APPROVED THIS 18 DAY OF April -- 2007.

APPROVED:

Thomas A. Marks

Shelby L. Home
CHAIRPERSON

L. Hubbard
CHAIR PRO TEM

ATTEST:

C. E. Ward

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

[Signature]
COUNCILPERSON

[Signature]
COUNCILPERSON

[Signature]
COUNCILPERSON

MOTIONED BY: C. Thomas _____

SECONDED BY: L. Hubbard _____

S. Lowe _____ aye

L. Hubbard _____ aye

C. Thomas _____ aye

J. Jackson _____ aye

N. Duncombe _____ aye

REVIEWED AS TO LEGAL SUFFICIENCY

[Signature] FOR

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4-4-07

CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION

This Contract is made as of this 17 day of April, 2007 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 Native Technologies, Inc. [] an individual, [] a partnership, [x] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 65-0601836.

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 Exotic Vegetation Removal on State Road A1A on Singer Island, Riviera Beach, 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/liaison during the performance of this Contract shall be L. John Samadi, P.E., City Engineer, and 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 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 twenty (120) 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.

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 - MIWBE PARTICIPATION

Minority/Women-Owned Business Enterprises ("MIWBE") 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 MIWBE Ordinance #2412, as amended, the CONTRACTOR agrees to the MIWBE participation for this Contract and agrees to abide by all provisions of the MIWBE 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 \$1,000,000.00 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 \$1,000,000.00 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

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

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

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

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 IS-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 CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, 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 pennits, 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 tenn 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 tenns 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 tenn and provision of this Contract shall be deemed valid and enforceable to the extent pennitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or perfonning any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and contractors who will perfonn 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 Department

600 West Blue Heron Boulevard

Riviera Beach, FL. 33404

and if sent to the CONTRACTOR shall be mailed to:

Native Technologies, Inc.

814 South Military Trail

Deerfield Beach, FL. 33442

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 removal of exotic vegetation on State Road A 1A on Singer Island, Riviera Beach, for a period of one 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 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 manufacturer's warranty as it relates to the materials and parts used to construct.

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, Native Technologies, Inc. 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 construction drawings and this contract. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and construction drawings and specifications. To the extent that there exists a conflict between this Contract and the construction drawings, 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.

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IN WITNESS WHEREOF, the PARTIES OF THE CITY OF RIVIERA BEACH, FLORIDA has made and executed this Contract on behalf of the CITY and the CONTRACTOR has hereunto set its hand the day and year above written.

CITY OF RIVIERA BEACH

CONTRACTOR
NATIVE TECHNOLOGIES, INC.

BY: 
THOMAS A. MASTERS
MAYOR

BY: 
ROBERT MILLER
TITLE: CHIEF OPERATING OFFICER

ATTEST:

BY:  4/18/07
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
MARY MCKINNEY, DIRECTOR
COMMUNITY DEVELOPMENT

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALAH. RYAN,
CITY ATTORNEY

Date: _____

EXHIBIT "A"

SCOPE OF WORK

Removal of exotic vegetation on State Road A1A on Singer Island, Riviera Beach.

The type of trees and vegetation species are specified on the construction plans that are made a part of this contract by reference. The contract price for this work is on a lump sum basis for the total amount of \$22,984.00.

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.

EXHIBIT "B"

BID PROPOSAL

You are invited

to Bid in the Following: A1A EXOTIC VEGETATION REMOVAL

The cost of mobilization, clearing, MOT. hauling and daily disposal shall be included in the proposal.

The bidder having visited the site of the proposed project and/or familiarized himself with the local conditions, nature and extent of the work, and having carefully examined the set of plans, terms and conditions herein, proposes to furnish:

Item No.	Quantity	Unit	Description	Unit Price	Total
1	1	LS	Exotic vegetation removal.	-	\$22,984.00

TOTAL \$ 22,984.00

Submitted by: NATIVE TECHNOLOGIES, INC. JANUARY 30, 2007
Contractor Date

Address: 814 SOUTH MILITARY TRAIL, DEERFIELD BEACH, FL 33442

Telephone: 954-596-2411

Fax: 954-480-6250

E-mail: RMILLER@WETLANDSBANK.COM

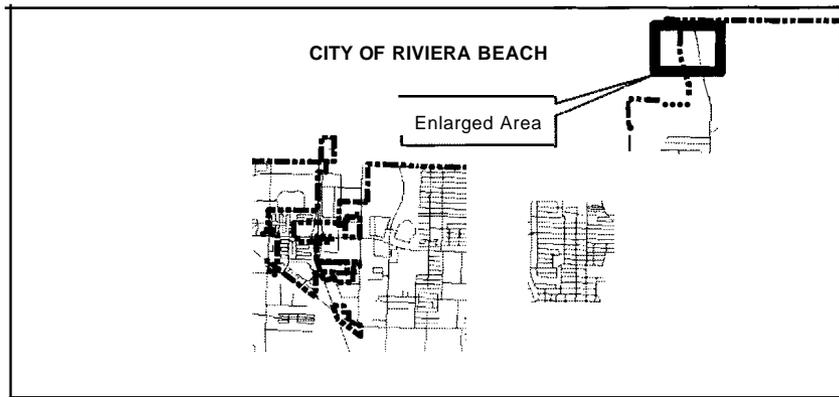
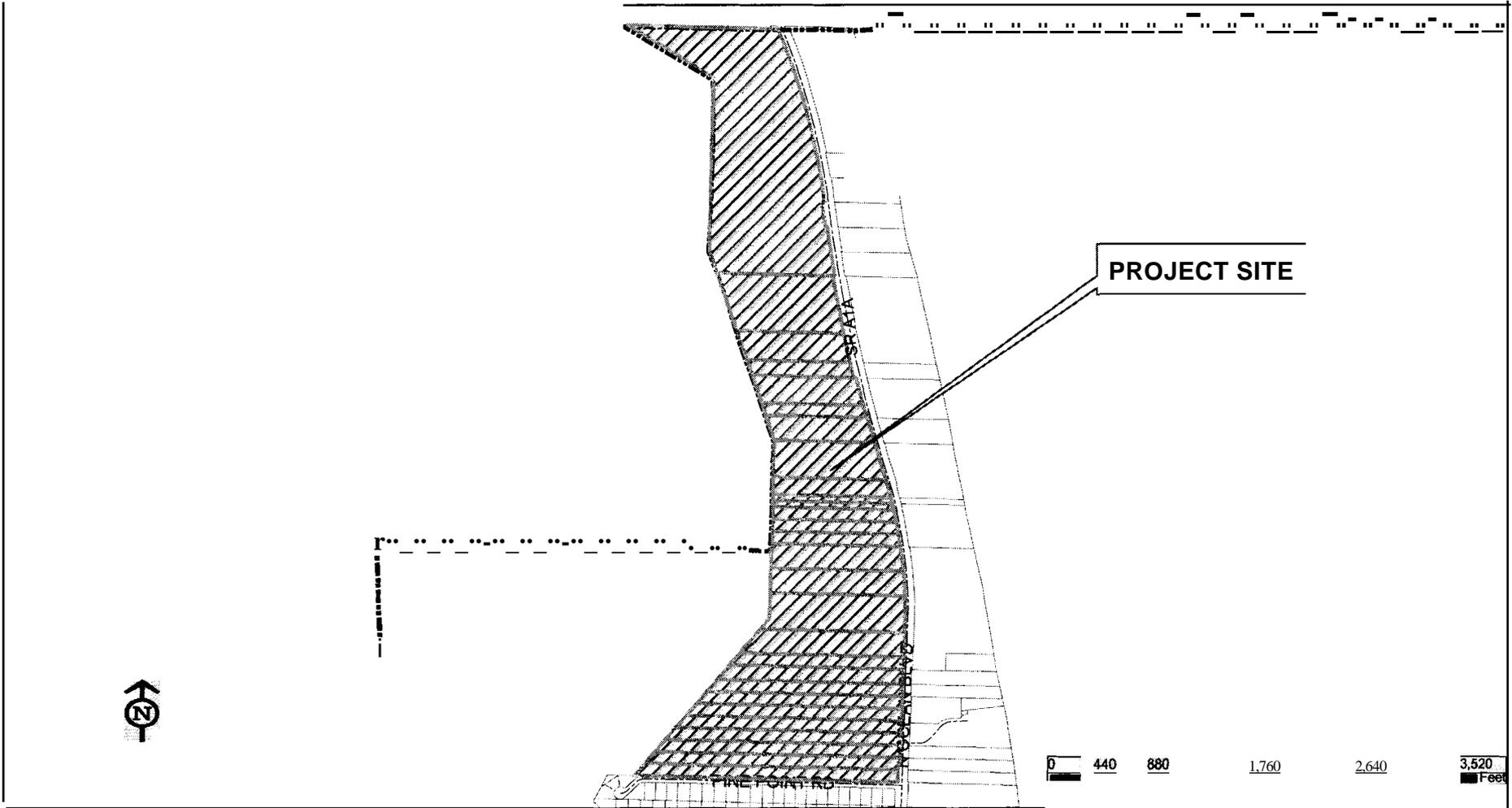
Signature: 

Bid bond 5% required if bid amount exceeds \$50,00000

Bid Bond Does not Apply

All Florida Landscape, Inc. 625 N. Flagler Drive #507 w.P.B., FL 33407	Native Technologies 814 S. Military Trail Deerfield Beach, FL 33442	Zimmerman Tree Service 4660 71 st Court South Lake Worth, FL 33463	B.G. Katz Nurseries Inc. 15800 Loxahatchee Road Parkland, FL 33076
Unit Price: \$ Total: \$41,000	Unit Price: \$ Total: \$22,984	Unit Price: \$ Total: \$44,758.00	Unit Price: \$ Total: \$160,000
YES/NO	YES/NO	YES/NO	YES/NO
YES/NO	YES/NO	YES/NO	YES/NO
0%	25%	0%	0%
YES/NO	YES/NO	YES/NO	YES/NO
YES/NO	YES/NO	YES/NO	YES/NO

S. Florida Land Clearing Inc. 15701 Orange Avenue Fort Pierce, FL 34945	FL Coast Tree Service Inc. 66645 Sweet Maple Lane Boca Raton, FL 33433	Aquatic Vegetation Control, Inc. 6753 Garden Rd., Ste. #109 Riviera Beach, FL 33404	G & H Parker Construction 1401 W. 7th Street Riviera Beach, FL 33404
Unit Price: \$ Total: \$57,300	Unit Price: \$ Total: \$	Unit Price: \$ Total: \$32,111.00	Unit Price: \$ Total: \$
YES/NO	YES/NO	YES/NO	YES/NO
YES/NO	YES/NO	YES/NO	YES/NO
YES/NO	YES/NO	YES/NO	YES/NO
YES/NO	YES/NO	YES/NO	YES/NO



**LOCATION MAP
A1A EXOTIC VEGETATION
REMOVAL**

- Legend
- Parcel Boundary
 - Street Center Line
 - Municipal Boundary
 - Export_Output

**Map Created on March 2007
by the City of Riviera Beach Engineering Dept.**

RESOLUTION NO. 49-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT 002 TO THE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY TO RECEIVE \$360,000 IN PLACE OF THE RECENTLY APPROVED \$240,000 FOR RECONSTRUCTING WEST 30TH AND WEST 31ST STREETS BETWEEN AVENUE SAND AVENUE R; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On December 6, 2005, Palm Beach County entered into an agreement with the City to provide funding from the Community Development Block Grant funds for reconstructing West 30th and West 31st Streets between Avenue S and Avenue R; and

WHEREAS, Amendments 001 extended the completion date to June 30, 2007; and

WHEREAS, The County has submitted amendment 002 to the agreement increasing the grant amount from \$240,000.00 to \$360,000.00, thereby increasing the funding by \$120,000.00; and

WHEREAS, The City and Palm Beach County desire to amend the said agreement.

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

SECTION 1. The Mayor and City Clerk are authorized to execute Amendment 002 to the agreement for the Reconstruction of West 30th and West 31st Street project.

SECTION 2. That the Finance Director is authorized to increase the bUdget as follows:

CDBG Grants	108-00-33741	\$120,000.00
Street Improvement	108-0717-541-0-6355	\$120,000.00

Resolution No. 49-07

Page -2-

City's match (original amount)	301-0717-541-0-6355	\$260,000.00
City's match (modified)	301-0717-541-0-6355	\$140,000.00

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

PASSED AND APPROVED this 18 day of April, 2007.

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APPROVED:

Thomas A. Masters
THOMAS A. MASTERS
MAYOR

Shelby L. Lowe
SHELBY L. LOWE
CHAIRPERSON

ATTEST:
C. A. J. I.
CARF

Lynne L. Hubbard
LYNNE L. HUBBARD
CHAIR PRO TEM

Norma Duncombe
NORMA DUNCOMBE
COUNCILPERSON

Cedrick Thomas
CEDRICK THOMAS
COUNCILPERSON

James "Jim" Jackson
JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: C. Thomas

SECONDED BY: L. Hubbard

S. LOWE aye

L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY

P. Hanna Ryan FOR
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4-10-07

RESOLUTION NO. 50-07 — —

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 WITH THE BOARD OF COUNTY COMMISSIONERS FOR PALM BEACH COUNTY, FLORIDA, FOR FUNDING IN THE AMOUNT OF \$5,000,000; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A 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, Florida, for the issuance of general obligation bonds in the principal amount of \$50 million for the purpose of financing the acquisition, construction, and/or improvements to waterfront access in Palm Beach County (the \$50 million Waterfront Access Bond); and

WHEREAS, the Board of County Commissioners for Palm Beach County (Palm Beach County), has approved funding allocations from the \$50 million Waterfront Access Bond to various water access projects in Palm Beach County; and

WHEREAS, the City of Riviera Beach applied to Palm Beach County for funding under the \$50 million Waterfront Access Bond to construct additional docks, boat slips and upgrade restrooms/laundry facilities; to install new fuel tanks; and, to upgrade/expand the parking area at the City of Riviera Beach Municipal Marina (the City's Marina Project); and

WHEREAS, under the attached Interlocal Agreement from Palm Beach County, the City is to be awarded \$5 million in grant funding under the \$50 million Waterfront Access Bond to be utilized for the City's Marina Project; and

WHEREAS, under the attached Interlocal Agreement, the City is not required to provide any matching funds for the \$5 million in grant funds from Palm Beach County; and

WHEREAS, under the attached Interlocal Agreement, the City will be reimbursed for the continued design and permitting of the City's Marina Project in order for the City to prepare a bid package for the award of the construction services for the construction aspects of the City's Marina Project; and

WHEREAS, under the attached Interlocal Agreement, both parties desire to increase the waterfront access opportunities for the residents of Palm Beach

County and the City of Riviera Beach; and,

WHEREAS, the City Council finds that increasing the waterfront access at the City of Riviera Beach Marina and entering the attached Interlocal Agreement with Palm Beach County serves a valid public purpose.

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 recitals set forth above are hereby incorporated into this Resolution.

SECTION 2. That the Mayor and City Clerk are authorized to execute the attached Interlocal Agreement with Palm Beach County on behalf of the City of Riviera Beach.

SECTION 3. That City staff are authorized to continue with the design and permitting services for the City's Marina Project in order to prepare a bid package for construction services.

SECTION 4. That the Finance Director is authorized to set up a project budget 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 Expansion	\$2,125,000
424-0000-543-2-6251	Restroom & Laundry Improvements	\$ 850,000
424-0000-543-3-6351	Existing Dock Upgrades	\$ 850,000
424-0000-543-4-6351	Parking Lot Beautification/Expansion	\$ 255,000
424-0000-543-5-6351	Fuel Tank Replacement & Upgrades	\$ 170,000
424-0000-543-6-31 03	Professional Services 15%	\$ 750,000

TOTAL		\$5,000,000
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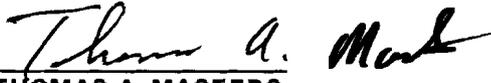
SECTION 5. This Resolution shall take effect immediately upon its approval.

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RESOLUTION NO. 50-07
PAGE 3

PASSED AND APPROVED THIS 15 DAY OF June, 2007

APPROVED:


THOMAS A. MASTERS
MAYOR


SHELBY L. LOWE
CHAIRPERSON

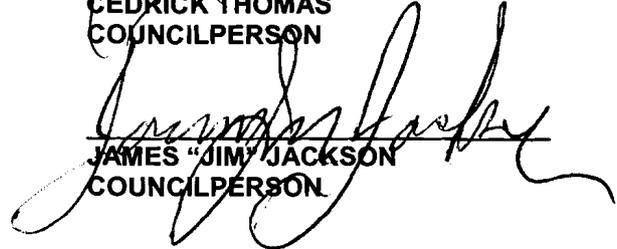
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


LYNNE L. HUBBARD
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


CEDRICK THOMAS
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. Jackson

SECONDED BY: C. Thomas

S. LOWE aye

L. HUBBARD nay

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL
SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

R2007 0349

FEB 272007

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR FUNDING OF THE EXPANSION AND RENOVATION OF THE RIVIERA BEACH MARINA

THIS INTERLOCAL AGREEMENT is made and entered into on April 18, 2007 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the City of Riviera Beach, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, MUNICIPALITY owns property located at 200 E 13 Street in Riviera Beach; and

WHEREAS, MUNICIPALITY desires to construct additional docks, boat slips and restroom facilities at the Expansion and Renovations of the Riviera Beach Marina, hereinafter referred to as "the Project" at said location; and

WHEREAS, MUNICIPALITY has asked COUNTY to financially participate in the construction of said project; and

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 COUNTY has approved proposed funding allocations for the \$ 50 Million Waterfront Access Bond; and

WHEREAS, the Project represents one such waterfront access project; and

WHEREAS, MUNICIPALITY desires to operate and maintain the Project upon its completion; and

WHEREAS, the Project shall be open to and benefit all residents of Palm Beach County; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, both parties desire to increase the waterfront access opportunities for residents of Palm Beach County and to enter into this Interlocal Agreement.

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

ARTICLE 1: GENERAL

Section 1.01 The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Interlocal Agreement is to enhance waterfront access opportunities for use by the public and thereby provide a mechanism for COUNTY to assist MUNICIPALITY in the funding of the Project.

Section 1.03 COUNTY shall reimburse MUNICIPALITY a total amount not to exceed Five Million Dollars (\$ 5,000,000) for the design and construction of the Project as more fully described in the Project description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibits "A", "B" and "C" respectively. MUNICIPALITY recognizes that COUNTY's funding of the Project is being paid from the proceeds of tax-exempt bonds issued by COUNTY. MUNICIPALITY agrees to provide COUNTY with a certification, in a form acceptable to COUNTY, from MUNICIPALITY's chief financial officer or independent accountant that each cost item for which COUNTY funding is requested under Article 3 of this Agreement constitutes a capital expenditure. In that regard, an item is considered a capital expenditure where the item has a useful life and benefit beyond one year or extends the Project's useful life beyond one year.

Section 1.04 COUNTY's representative during the design and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, (561-966-6600). MUNICIPALITY's representative during the acquisition/design/construction of the Project shall be Douglas Mason, Director Riviera Beach Marina, Riviera Beach, (561- 842-7806).

Section 1.05 MUNICIPALITY shall design/construct the Project upon property owned by MUNICIPALITY as more fully described in Exhibit "0" attached hereto and made a part hereof.

Section 1.06 MUNICIPALITY shall utilize its procurement process for all design/construction services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have no contractual obligation to any person retained by MUNICIPALITY with regard to the Project. Any dispute, claim, or liability that may arise as a result of MUNICIPALITY's procurement is solely the responsibility of MUNICIPALITY and MUNICIPALITY hereby holds COUNTY harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

ARTICLE 2: DESIGN AND CONSTRUCTION

Section 2.01 MUNICIPALITY shall be responsible for the design and construction of the Project. MUNICIPALITY shall design and construct the Project in accordance with Project description, conceptual site plan and cost estimate attached hereto as Exhibits "A," "S" and "C" respectively and made a part hereof, and with all applicable federal, state and local laws, rules and regulations.

Section 2.02 Prior to or upon execution of this Interlocal Agreement by the parties hereto, MUNICIPALITY shall initiate its procurement process to select the necessary professional engineer and/or architect to perform all engineering and/or architectural design work, including, but not limited to, the preparation of plans, permits and specifications necessary for the design and construction of the Project.

Section 2.03 MUNICIPALITY shall provide a copy of the engineer's and/or architect's programming phase documents (Le., site plan, floor plan, elevations, etc.) to the COUNTY's Representative for review. COUNTY's Representative shall review said programming phase documents to ensure consistency with the intent of this Interlocal Agreement.

Section 2.04 MUNICIPALITY shall be responsible for securing all permits and approvals necessary to construct the Project.

Section 2.05 Prior to MUNICIPALITY commencing construction of the Project, MUNICIPALITY shall provide a copy of all plans and specifications, along with the associated costs thereof, to COUNTY's Representative for review to ensure consistency with the intent of this Interlocal Agreement.

Section 2.06 MUNICIPALITY shall complete the Project and open same to the public for its intended use within twenty-four (24) months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to COUNTY no later than twenty-one (21) months after the date of execution of this Interlocal Agreement by the parties hereto, MUNICIPALITY may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny MUNICIPALITY's request for said extension.

Section 2.07 MUNICIPALITY shall submit quarterly project status reports to COUNTY's Representative on or before every January 10, April 10, July 10, and October 10 during the design and construction of the Project. These Quarterly reports shall include but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY's Representative.

ARTICLE 3: FUNDING

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to MUNICIPALITY on a reimbursable basis. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of MUNICIPALITY. Should the total cost of the Project, as determined upon receipt of bids for construction thereof, exceed the amount as projected by MUNICIPALITY, MUNICIPALITY shall appropriate and expend the excess funds required for completion of the Project. COUNTY shall not dispense any funds to MUNICIPALITY for the Project until MUNICIPALITY has appropriated and expended said excess funds for the Project.

Section 3.02 COUNTY shall reimburse project costs under the terms of this Interlocal Agreement to MUNICIPALITY on a quarterly basis from the date of execution of this Interlocal Agreement; however, should the need arise for MUNICIPALITY to be reimbursed on a more frequent basis, then COUNTY will, at MUNICIPALITY's specific request for each instance, make its best efforts to reimburse MUNICIPALITY within forty five (45) days of such special request. For each requested payment, MUNICIPALITY shall provide to COUNTY's Representative a fully completed and executed Contract Payment Request Form and a Contractual Services Purchase Schedule Form, attached hereto and made a part hereof as **Exhibit liE**", Said forms shall include information listing each invoice as paid by MUNICIPALITY and shall include the vendor invoice number; invoice date; and the amount paid by MUNICIPALITY along with the number and date of the respective check or proof of payment for said payment. MUNICIPALITY shall attach a copy of each vendor invoice paid by MUNICIPALITY along with a copy of each respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchase Schedule Form. Further, MUNICIPALITY's Project Administrator and Project Financial Officer shall certify the total funds spent by MUNICIPALITY on the Project and shall also certify that each vendor invoice as listed on the Contractual Services Purchase Schedule Form was paid by MUNICIPALITY as indicated.

Section 3.03 COUNTY shall retain not less than ten percent (10%) of the total amount allocated to MUNICIPALITY for the Project until MUNICIPALITY completes the Project and provides COUNTY with either a Certificate of Occupancy or a Project Completion Certification as determined by COUNTY, and the COUNTY receives and approves all documentation as required in accordance with this Interlocal Agreement. COUNTY's representative shall visit the Project site to verify Project completion and approve said final reimbursement.

Section 3.04 MUNICIPALITY shall provide a request for final reimbursement to COUNTY no later than ninety (90) days following completion of the Project and provision of either a Certificate of Occupancy or Project Completion Certification to COUNTY.

Section 3.05 For construction projects not fully funded by COUNTY, all design and engineering costs associated with the Project shall be borne by MUNICIPALITY, and will not be eligible for reimbursement from COUNTY.

Section 3.06 COUNTY shall reimburse Project costs only after MUNICIPALITY has expended its share of Project funding in its entirety. MUNICIPALITY shall provide COUNTY with a certification, in a form acceptable to COUNTY, from MUNICIPALITY's Mayor, Chief

Financial Officer or independent auditor that MUNICIPALITY has expended its entire share of Project funding. COUNTY shall rely on that certification to reimbursing Project costs to MUNICIPALITY under this Agreement.

ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

Section 4.01 Upon completion, the Project shall remain the property of the MUNICIPALITY. COUNTY shall not be required to pay MUNICIPALITY any additional funds for any other capital improvement required by or of MUNICIPALITY.

Section 4.02 MUNICIPALITY hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. MUNICIPALITY shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project.

Section 4.03 MUNICIPALITY shall operate and maintain the Project as a part of the larger Marina as a public marina for use by the general public for a term of thirty (30) years from the execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 4.04 The rights and duties arising under this Interlocal Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. MUNICIPALITY may not assign this Interlocal Agreement or any interest hereunder without the express prior written consent of COUNTY.

Section 4.05 It is the intent of COUNTY to issue this funding assistance to MUNICIPALITY for the purpose set forth hereinabove. In the event MUNICIPALITY ceases to operate the Marina as a public marina or transfers ownership of all or any material part of the Marina or Project to a party or parties not now a part of this Interlocal Agreement, other than another governmental entity that agrees to assume, in writing, MUNICIPALITY's obligations hereunder. MUNICIPALITY shall reimburse county for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should MUNICIPALITY transfer management of the Marina or Project to a party or parties not now a part of this Interlocal Agreement, MUNICIPALITY shall continue to be responsible for the liabilities and obligations as set forth herein. Further, MUNICIPALITY shall not transfer management of the Marina or Project to a third party without the written consent of COUNTY.

ARTICLE 5: USE OF THE PROJECT

Section 5.01 MUNICIPALITY warrants that the Project shall serve a waterfront access purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of MUNICIPALITY. MUNICIPALITY shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status or sexual orientation with respect to use of the Project.

Section 5.02 The term of this Interlocal Agreement shall be for a period of thirty (30) years commencing upon the date of execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY shall restrict its use of the Project to public waterfront access purposes only unless otherwise agreed to in writing by the parties hereto.

Section 5.03 MUNICIPALITY shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that the COUNTY was a contributor to the development of the Project. Said plaque or marker shall include the COUNTY seal and a list of County Commissioners, unless otherwise directed by COUNTY's Representative.

ARTICLE 6: ACCESS AND AUDITS

MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the (acquisition/design/construction) of the Project for at least five (5) years after the end of the fiscal year in which the final payment is released by COUNTY, except that such records shall be retained by MUNICIPALITY until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the five (5) year period. COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

ARTICLE 7: NOTICES

Any notice given pursuant to the terms of this Interlocal Agreement shall be in writing and hand delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to COUNTY:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461

With a copy to:

County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

As to MUNICIPALITY:

William E. Wilkins, City Manager
City of Riviera Beach
City Hall
600 West Blue Heron
Riviera Beach, Florida 33404

ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

COUNTY may terminate this Interlocal Agreement upon written notice to MUNICIPALITY for non-compliance by MUNICIPALITY in the performance of any of the terms and conditions as set forth herein and where MUNICIPALITY does not cure said non-compliance within ninety (90) days of receipt of written notice from COUNTY to do so. Further, if MUNICIPALITY does not cure said non-compliance within the time frame specified above, then upon written notice, COUNTY may require MUNICIPALITY to reimburse any funds provided to MUNICIPALITY pursuant to this Interlocal Agreement either in whole or in part once COUNTY has reasonably determined that no other remedy is available.

ARTICLE 9: REMEDIES

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will be held in Palm Beach County. 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. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

ARTICLE 10: FILING

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County and recorded in the Public Records of Palm Beach County, Florida.

ARTICLE 11: INDEMNIFICATION

It is understood and agreed that MUNICIPALITY is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, MUNICIPALITY shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of MUNICIPALITY, its agents, servants and/or employees in the performance of this Interlocal Agreement. The foregoing indemnification shall survive termination of this Interlocal Agreement.

ARTICLE 12: INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, MUNICIPALITY acknowledges to be either insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation and Employer's Liability insurance in accordance with Florida Statutes Chapter 440.

MUNICIPALITY agrees to maintain or acknowledges to be self-insured for property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on MUNICIPALITY'S replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. MUNICIPALITY shall agree to be fully responsible for any deductible or self-insured retention.

MUNICIPALITY shall agree to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve MUNICIPALITY of its liability and obligations under this Interlocal Agreement.

MUNICIPALITY shall require each Contractor engaged by MUNICIPALITY for work associated with this Interlocal Agreement to maintain:

1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
2. Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence. COUNTY shall be added as "Additional Insured".
3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Section 255.05, Florida Statutes.

ARTICLE 13: PUBLIC ENTITY CRIMES

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

ARTICLE 14: CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

ARTICLE 15: SEVERABILITY

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

ARTICLE 16: ENTIRETY OF AGREEMENT

This Interlocal Agreement represents the entire understanding between COUNTY and MUNICIPALITY, and supersedes all other negotiations, representations or agreements, either written or oral, relating to this Interlocal Agreement. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 17: THIRD PARTY BENEFICIARIES

This Interlocal Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

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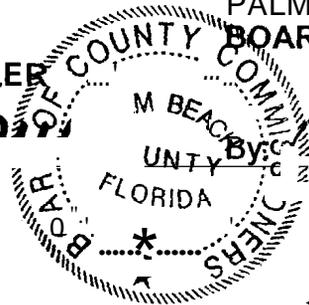
IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed on the day and year first above written.

R2007 0349
FEB 27 2007

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Deputy Clerk



By: [Signature]
Dennis L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: [Signature]
County Attorney

By: [Signature]
Dennis L. Eshleman, Director
Parks and Recreation Department

WITNESSES:

CITY OF RIVIERA BEACH

Signature

By: [Signature]
Mayor THOMAS A. MASTERS

Print Name

ATTEST:
[Signature]
CARRIE E. WARD, MMC
CITY CLERK

Signature

Print Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature] 4-12-07 FOR
Municipality Attorney

LIST OF EXHIBITS

EXHIBIT "A"	PROJECT DESCRIPTION
EXHIBIT "B"	CONCEPTUAL SITE PLAN
EXHIBIT "C"	COST ESTIMATE
EXHIBIT "D"	LEGAL DESCRIPTION OF PROPERTY
EXHIBIT "E"	CONTRACT PAYMENT REQUEST FORM (PAGE 1 OF 2) AND CONTRACTUAL SERVICES PURCHASE SCHEDULE FORM) (PAGE 2 OF 2)

EXHIBIT "A"

PROJECT DESCRIPTION

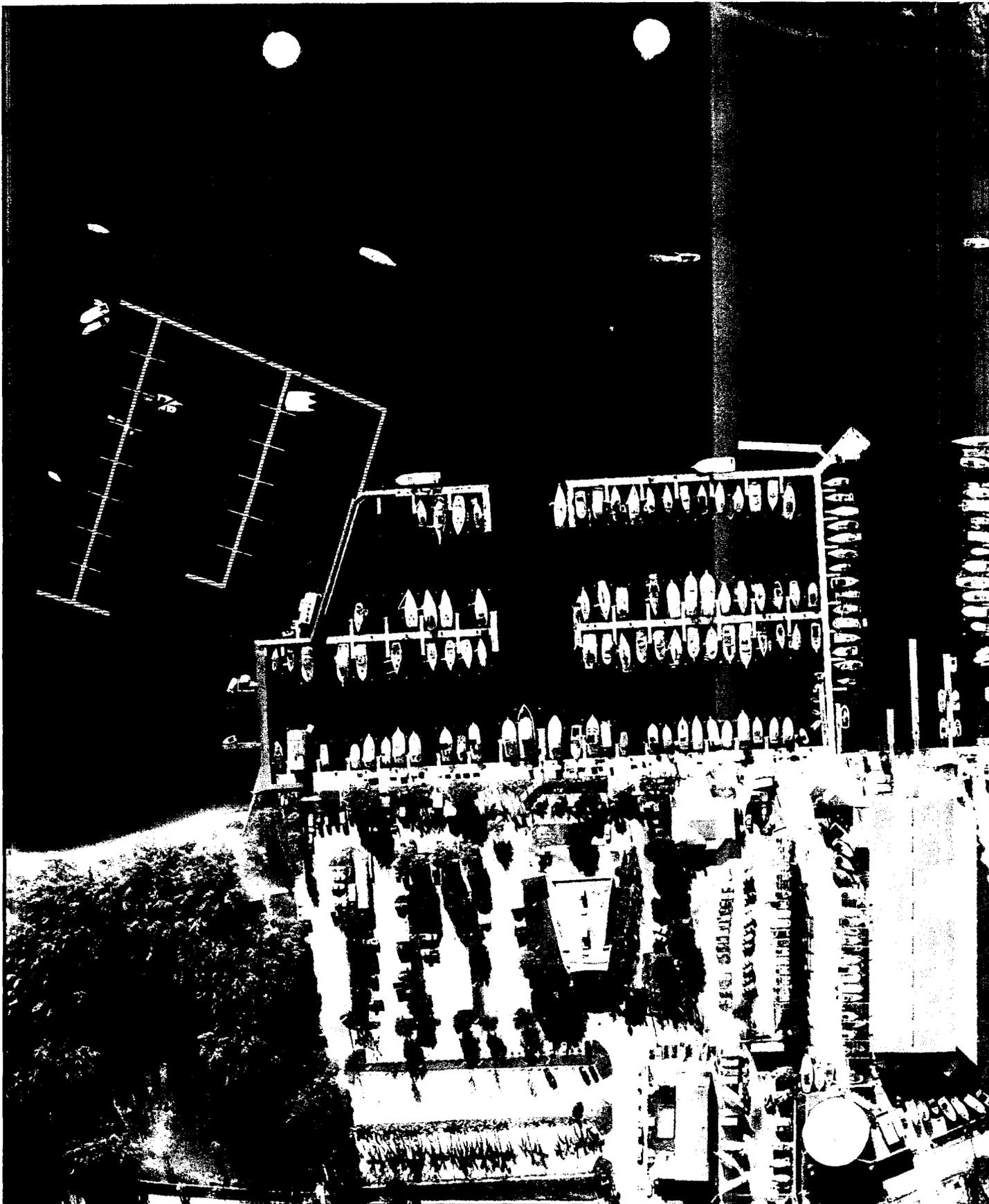
EXHIBIT "A"

PROJECT DESCRIPTIONS

No.	Designation	Description
1	Wet Slip Expansion	<i>This project involves adding 40-50 new slips on the northern end of the marina with approximately 500 feet of docking space and associated amenities. It is envisioned that the slips could be sized to accommodate vessels up to 40 feet in length. This berthing capacity expansion project will enable more boaters to make use of the waterfront area.</i>
2	Parking Lot Beautification/Expansion	<i>This project involves upgrading/beautifying the existing marina parking area as well as providing new parking facilities flanking 13th Street between Avenue C and US Highway NO.1. It is envisioned that at as many as 80 new parking stalls could be provided. This parking capacity expansion and landscaping improvement project will make the waterfront area more attractive and easier to access.</i>
3	Public Restroom and Laundry Facility Improvements	<i>This project involves improving and adding public restroom and laundry facilities in areas adjacent to the marina office building and the restaurant facility. It is envisioned that the expansions/upgrades could encompass up to 3,000 SF of total space for the two locations. The project will improve the quality of the overall waterfront area experience for the public and help encourage repeat visits.</i>
4	Dock Facility Mechanical/Electrical/ Plumbing System Replacement	<i>This project involves replacing the utility services to the existing wet slips including water, power and communication/data. The utilities currently run underneath the dock structures and the support racks have corroded in many locations. The systems also need to be upgraded to meet current code requirements. The project will help assure continuity of utility service thereby providing a more positive experience to boaters docked at the waterfront.</i>
5	Fuel Tank Replacement with High-Speed Pump/ Dispenser	<i>This project involves replacing the existing underground diesel fuel storage tanks and providing a new high-speed pump and dispenser at the boat fueling dock. The project is necessary to meet current state regulations and will help provide a more positive experience to boaters using the marina by allowing for quicker and more efficient refueling operations.</i>

EXHIBIT "B"

CONCEPTUAL SITE PLAN



CITY OF RIVIERA BEACH
600 W. BLUE HERON BLVD.
RIVIERA BEACH, FLORIDA 33404

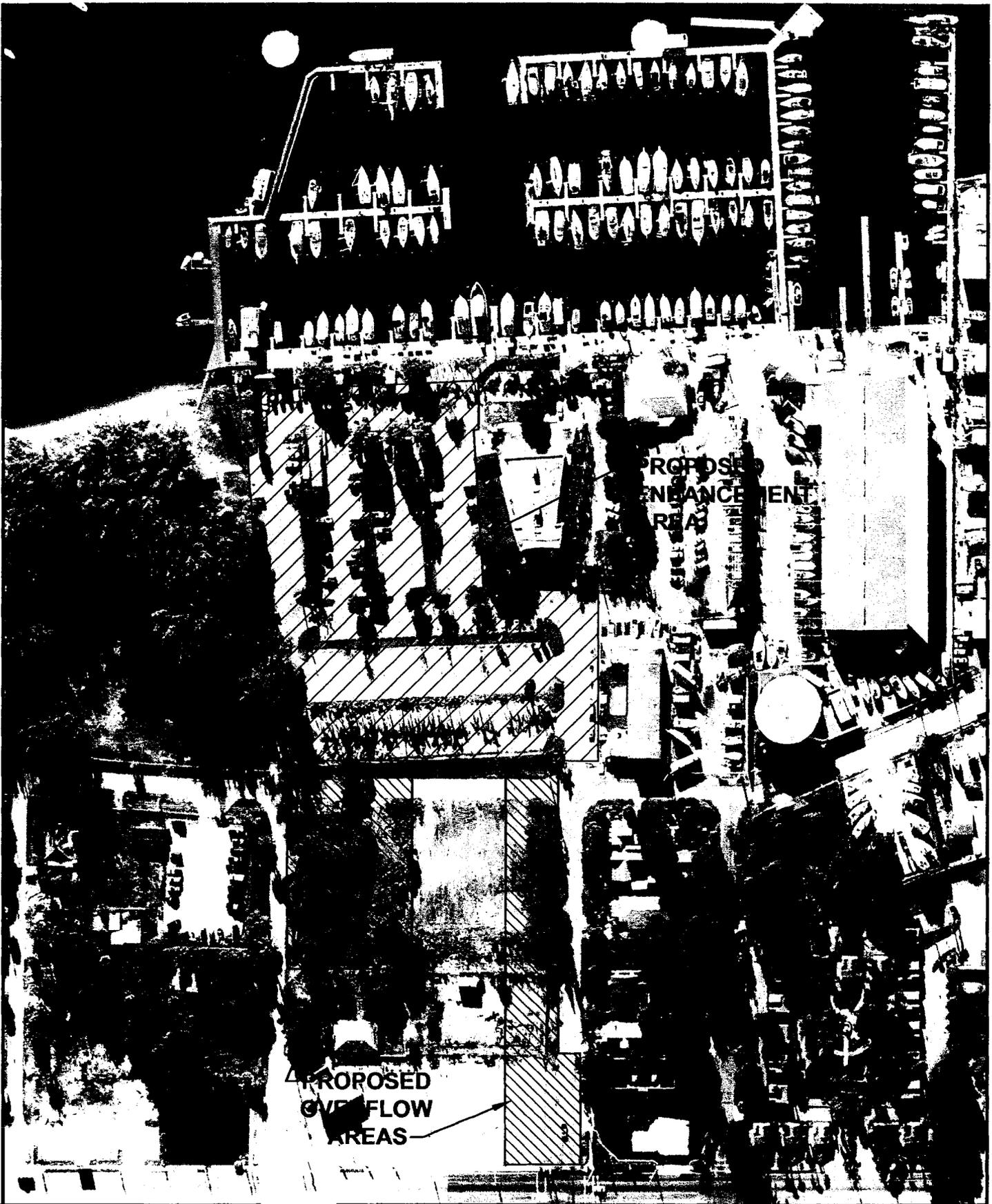
MARINA FACILITY IMPROVEMENTS
CITY OF RIVIERA BEACH - PALM BEACH COUNTY

EXHIBIT "B"
CONCEPTUAL SITE PLAN

JORDAN JONES & GOULDING
3300 PGA BOULEVARD, SUITE 780
PALM BEACH GARDENS, FLORIDA 33410

WET SLIP EXPANSION

DATE: 02/20/07
SCALE: N T S
JOB NO.: 02450.001



CITY OF RIVIERA BEACH
 600 W. BLUE HERON BLVD
 RIVIERA BEACH, FLORIDA 33404

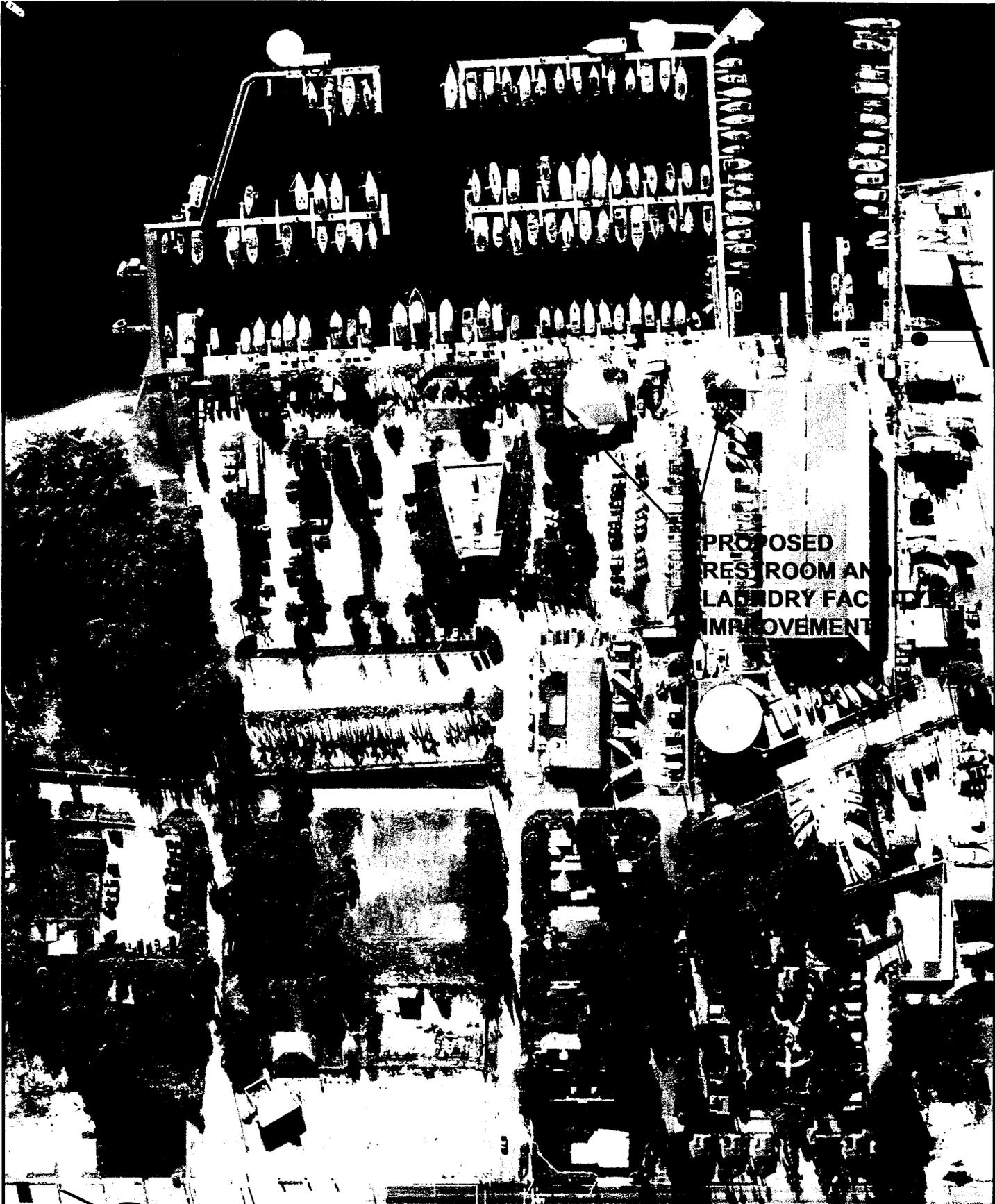
MARINA FACILITY IMPROVEMENTS
 CITY OF RIVIERA BEACH - PALM BEACH COUNTY

EXHIBIT "B"
 CONCEPTUAL SITE PLAN

JORDAN, JONES & GOULDING
 3300 PGA BOULEVARD, SUITE 780
 PALM BEACH GARDENS, FLORIDA 33410

PARKING LOT
 BEAUTIFICATION/EXPANSION

DATE: 02/20/07
 SCALE: N.T.S.
 JOB NO.: 02450.001



PROPOSED
RESTROOM AND
LAUNDRY FACILITY
IMPROVEMENT



CITY OF RIVIERA BEACH
600 W. BLUE HERON BLVD.
RIVIERA BEACH, FLORIDA 33404

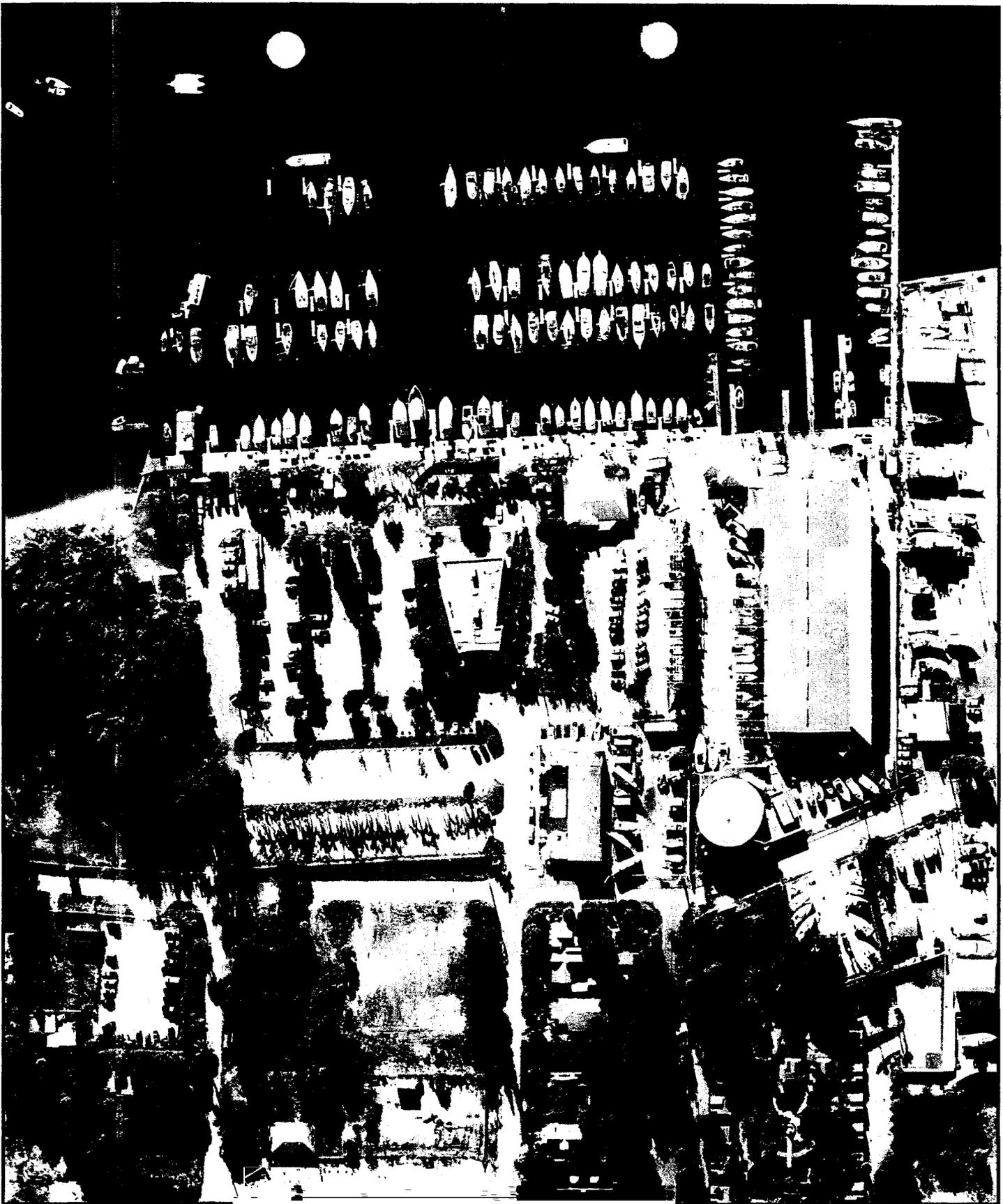
MARINA FACILITY IMPROVEMENTS
CITY OF RIVIERA BEACH PALM BEACH COUNTY

EXHIBIT "B"
CONCEPTUAL SITE PLAN

JORDAN, JONES & GOULDING
3300 PGA BOULEVARD, SUITE 780
PALM BEACH GARDENS, FLORIDA 33410

PUBLIC RESTROOM AND LAUNDRY
FACILITY IMPROVEMENTS

DATE: 02/20/07
SCALE: N.T.S.
JOB NO.: 02450.001



CITY OF RIVIERA BEACH
600 W. BLUE HERON BLVD.
RIVIERA BEACH, FLORIDA 33404

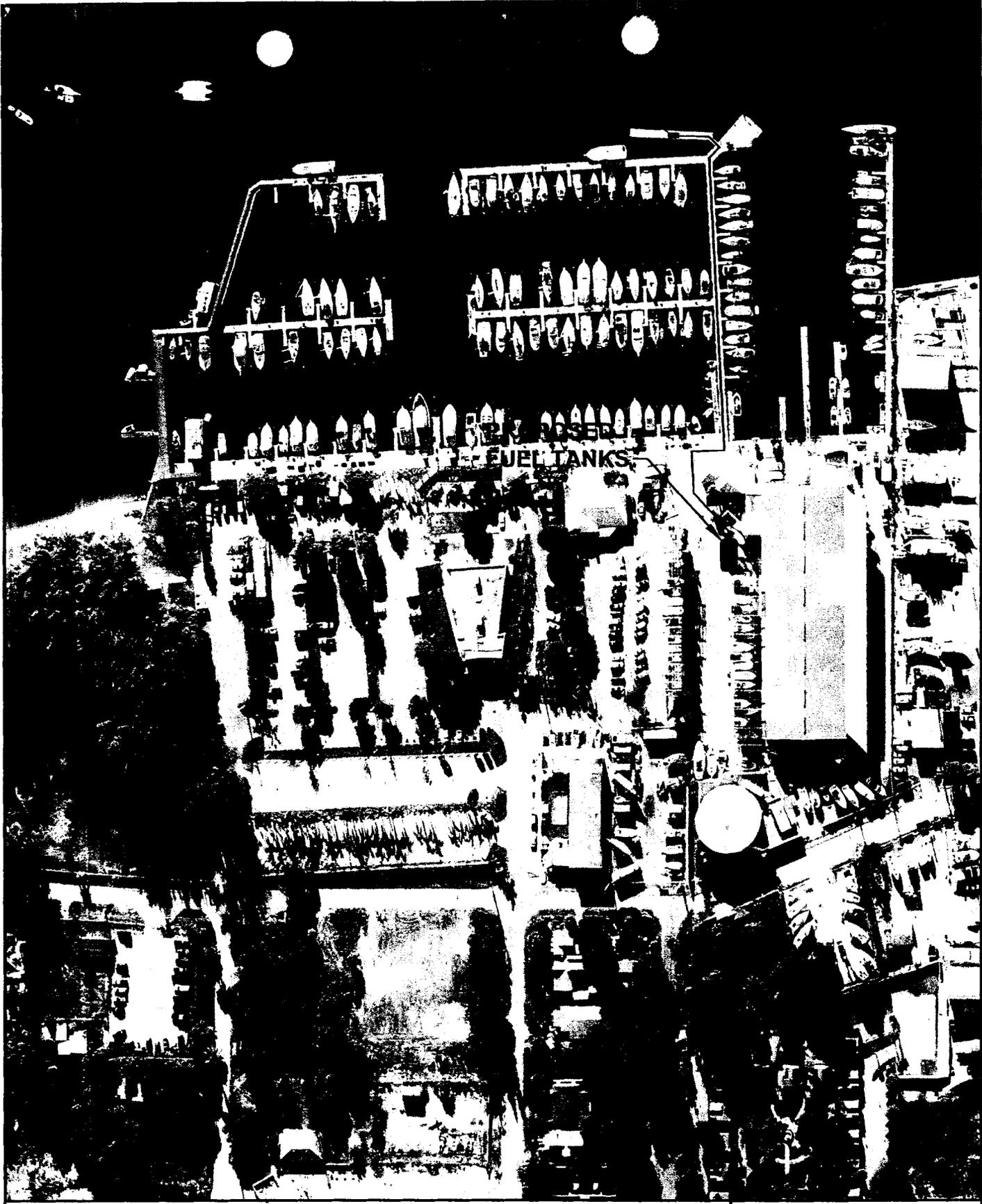
MARINA FACILITY IMPROVEMENTS
CITY OF RIVIERA BEACH - PALM BEACH COUNT.

EXHIBIT "B"
CONCEPTUAL SITE PLAN

JORDAN, JONES & GOULDING
3300 PGA BOULEVARD, SUITE 780
PALM BEACH GARDENS, FLORIDA 33410

DOCK FACILITY
MECHANICAL/ ELECTRICAL/ PLUMBING
SYSTEM REPLACEMENT

DATE: 02/20/07
SCALE: N.T.S.
JOB NO.: 02450.001



CITY OF RIVIERA BEACH
600 W. BLUE HERON BLVD.
RIVIERA BEACH, FLORIDA 33404

MARINA FACILITY IMPROVEMENTS
CITY OF RIVIERA BEACH PALM BEACH COUN.

EXHIBIT "B"
CONCEPTUAL SITE PLAN

JORDAN, JONES & GOULDING
3300 PGA BOULEVARD, SUITE 780
PALM BEACH GARDENS, FLORIDA 33410

**FUEL TANK REPLACEMENT WITH
HIGH-SPEED PUMPDISPENSER**

DATE: 02/20/07
SCALE: N.T.S.
JOB NO.: 02450.001

EXHIBIT "C"
COST ESTIMATE

No.	Project	Order of Magnitude Cost Estimate
1	Wet Slip Expansion	\$2,500,000.00
2	Parking Lot Beautification/Expansion	\$300,000.00
3	Public Restroom and Laundry Facility Improvements	\$1,000,000.00
4	Dock Mechanical/Electrical/ Plumbing System Replacement	\$1,000,000.00
5	Fuel Tank Replacement with High-Speed Pump/ Dispenser	\$200,000.00
-	Total	\$5,000,000.00

EXHIBIT "0"

LEGAL DESCRIPTION OF PROPERTY

LAND DESCRIPTION

BEING THE FOLLOWING PARCELS OF LAND LIEG IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, STATE OF FLORIDA MORE AND PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL I

BEING THE PARCEL KNOWN AS THE "NEWPORT TRACT" AND SHOWN IN PLAT BOOK 2, PAGES 10 AND 11, ALSO RECORDED IN DEED BOOK 11, PAGE 235, AND DEED BOOK 707, PAGE 249, DESCRIBED AS FOLLOWS:

THAT BELLAIR PARCEL OF LAND DESIGNATED ON THE PLAT OF RIVIERA BEACH SHOWN ON PLAT BOOK 2 AT PAGES 10 AND 11 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, DESIGNATED AS "PARK" LYING EAST OF GRANDVIEW PLACE NORTH AND FRONTING ON LAKE MOUTH, BARRIED ON THE NORTH BY NORTH AVENUE AND ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH BOUNDARY LINE OF HOUND AVENUE; TOGETHER WITH ALL THEIR RIGHT, TITLE AND INTEREST IN THE EASTERN TERMINAL AS SHOWN BY SAID PLAT ABOVE BELONGING AND APPERTAINING;

PARCEL II

BEING THE PARCEL KNOWN AS THE "BESSENER TRACT" RECORDED IN PLAT BOOK 2, PAGES 10 AND 11 AND ALSO RECORDED IN OFFICIAL RECORDS BOOK 1662, PAGE 810; DESCRIBED AS FOLLOWS:

THE TRACT OF LAND IN GOVERNMENT TWP 2, SECTION 22, TOWNSHIP 12 SOUTH, RANGE 1, EAST, RIVIERA BEACH, FLORIDA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 15, RIVIERA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 7, PAGE 90, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OAK STREET, AS SHOWN IN THE PLAT OF CENTRAL ADDITION TO RIVIERA, RECORDED IN PLAT BOOK 10, PAGE 71, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 212.07 FEET TO AN IRON PIPE SET AT THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED BOOK 416, PAGE 11, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE EASTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 15, TO THE WATERS OF LAKE MOUTH; THENCE NORTHERLY HEADERING THE WATERS OF LAKE MOUTH, TO THE INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID BLOCK 15; THENCE WESTERLY ALONG THE EASTERLY EXTENSION AND ALONG THE SOUTH LINE OF SAID BLOCK 15, TO THE POINT OF BEGINNING.

TOGETHER WITH SUCH RIPIARIAN RIGHTS AS MAY APPERTAIN THERETO;

LESS AND EXCEPT

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 15, RIVIERA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 21°12'08" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OAK STREET, AS SHOWN ON THE PLAT OF CENTRAL ADDITION TO RIVIERA, RECORDED IN PLAT BOOK 10, PAGE 71, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 179.44 FEET; THENCE NORTH 66°50'00" EAST FOR A DISTANCE OF 68.55 FEET THENCE NORTH 01°00'00" WEST FOR A DISTANCE OF 138.27 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID BLOCK 15, THENCE SOUTH 89°53'34" WEST ALONG THE SAID SOUTH LINE OF BLOCK 15 FOR A DISTANCE OF 130.10 FEET TO THE POINT OF BEGINNING. CONTAINING 0.348 ACRES OF LAND.

PARCEL III:

All of Block 10, and the strip immediately South of Block 10, marked "Reller\cd" in INLET GROVE, Riviera (now Riviera Beach), according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 8, Page 14.

PARCEL IV

LOTS 1 AND 7, BLOCK 1 ACCORDING TO RIVIERA, PLAT BOOK 2, PAGES 90 AND 91, PALM BEACH COUNTY, FLORIDA.

PARCEL V

A parcel of sovereignty land lying in Lake Worth in Sections JJ and 34, Township 42 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Commencing at the intersection of the centerline of Avenue "C" and the westerly projection of the South line of Lot R, Block 11, Inlet Grove, according to the plat thereof recorded in Plat Book 0 page 14, Public Records of Palm Beach County, Florida, and also according to the plat thereof titled "Bulkhead Line Riviera Beach, Florida", recorded in Plat Book 28, Pages 95 and 96, on November 4, 1965, Public Records of Palm Beach County, Florida, thence South 07°22'12" East, along said westerly projection and along said South line of Lot 8, Block 11, a distance of 380 feet to a point in the high water line on the westerly shore of Lake Worth, said point also being the point of beginning of a submerged parcel of land described as "Parcel J" in that certain Dedication No. 24438 by the Trustees of the Internal Improvement Fund of the State of Florida to the City of Riviera Beach, dated December 14, 1966, said point also being the point of beginning of the herein described parcel of submerged land; thence continue South 87°22'12" East, along the easterly projection of said Lot 8, Block 11, a distance of 151.21 feet to a point in the City of Riviera Beach Bulkhead Line as shown on said aforementioned plat and as approved in that certain Certificate of Approval for Establishment of Bulkhead Line I/O. SO (10-19-65), by the Trustees of the Internal Improvement Fund of the State of Florida, dated October 27, 1965; thence continue South 07°22'12" East, along the easterly projection of the South line of said Lot 8, Block 11, a distance of 192.73 feet; thence South 1°12'42" East, a distance of 1292.03 feet; thence North 07°53'02" West, a distance of 264.22 feet to a point in the City of Riviera Beach Bulkhead line as said line is shown on said aforementioned

plat; thence continue North 07°53'02" West along a line, said line also being the easterly extension of the South line of a certain tract of land, hereinafter called Tract I, described in a deed dated June 4, 1960, recorded in Book 1662, pages 810, 811 and 912, Official Records of Palm Beach County, to a point on the high water line and the easterly property line of said Tract 1; thence meandering northerly along said east property line and the high water line to the North line of said Tract I, said line also being the South line of a certain tract of land, hereinafter called Tract 2, described in a deed dated August 29, 1946, and recorded in Book 707, pages 235 and 236, and in a Quitclaim Deed dated November 13, 1946, recorded in Book 707, pages 249 and 250, all in the Official Records of Palm Beach County; thence easterly along said South line and along said high water line to the easterly property line of said Tract 2; thence northerly along said easterly property line of said Tract 2 and said high water line and, where existing, a concrete bulkhead, 529 feet, more or less, to the easterly extension of the South line of 14th Avenue and the North line of said Tract 2; thence continuing northerly along the extension of the easterly line of Tract 2, 30 feet, more or less, to the easterly extension of the centerline of 14th Avenue, said line being the South line of a certain tract of land, hereinafter called Tract J, described in a deed dated March 31, 1975, and recorded in Book 2404, page 74J, Official Records of Palm Beach County; thence meandering along the high water line and said South line of Tract J and northerly along the easterly line of Tract J to the North line of Tract J, said line also being the South line of a road 50 feet in width known as "Bill Slip Road"; thence continuing northerly along the high water line to the point of beginning, containing 14 acres, more or less.

EXHIBIT "E"

CONTRACT PAYMENT REQUEST FORM (PAGE 1 OF 2)

AND

CONTRACTUAL SERVICES PURCHASE SCHEDULE FORM (PAGE 2 OF 2)



CONTRACT PAYMENT REQUEST

_____ Date _____

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item		Project Costs This Submission	Cumulative Project Costs
Consulting Services	(CS)	_____	_____
Contractual Services	(C)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment, Furniture	(E)	_____	_____
TOTAL PROJECT COSTS		_____	_____

Key Legend

- CS = Consulting Services
- C = Contractual Services
- M = Materials, Supplies, Direct Purchases
- E = Equipment, Furniture

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator Date

Financial Officer Date

PBC USE ONLY

County Funding Participation	\$	_____
Total Project Costs To Date:	\$	_____
County Obligation To Date	\$	_____
County Retainage (____ %)	\$	_____
County Funds Previously Disbursed	\$	_____
County Funds Due this Billing	\$	_____

Reviewed and Approved By: _____
PSC Project Administrator Date

Department Director Date



Key Legend

CS = Consulting Services

C = Contractual services Direct Purchases

M = Materials Supplies

E = Equipment, Furniture

PALM BEACH COUNTY
 PARKS AND RECREATION DEPARTMENT
 CONTRACTUAL SERVICES PURCHASE SCHEDULE

Exhibit "E"

Date _____

Grantee: _____

Project Name: _____

Submittal #: _____

Reimbursement Period: _____

Ln	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice		Amount	Expense Description
			Number	Date	Number	Date		
1	_____		_____	_____	_____	_____	_____	_____
2	_____		_____	_____	_____	_____	_____	_____
3	_____		_____	_____	_____	_____	_____	_____
4	_____		_____	_____	_____	_____	_____	_____
5	_____		_____	_____	_____	_____	_____	_____
6	_____		_____	_____	_____	_____	_____	_____
7	_____		_____	_____	_____	_____	_____	_____
8	_____		_____	_____	_____	_____	_____	_____
9	_____		_____	_____	_____	_____	_____	_____
10	_____		_____	_____	_____	_____	_____	_____
11	_____		_____	_____	_____	_____	_____	_____
12	_____		_____	_____	_____	_____	_____	_____
13	_____		_____	_____	_____	_____	_____	_____
14	_____		_____	_____	_____	_____	_____	_____
15	_____		_____	_____	_____	_____	_____	_____
16	_____		_____	_____	_____	_____	_____	_____
							TOTAL \$	_____

Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

 Administrator

 Date

 Financial Officer

 Date

Exhibit "E"

RESOLUTION NO. 51-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SUBMISSION OF THE GRANT APPLICATION TO PARTICIPATE IN THE FLORIDA DEPARTMENT OF EDUCATION SUMMER FOOD SERVICE PROGRAM COMMENCING JUNE 04, 2007 THROUGH AUGUST 10, 2007; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF RIVIERA BEACH; AND AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE AMOUNT OF \$40,690.00 IN THE SUMMER FOOD GRANT FUND (137); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Recreation Department provides an annual Summer Program for up to 300 youths ages 5 to 13; and

WHEREAS, the City is desirous of offering free nutritious meals to all participants of the Summer Camp Program; and

WHEREAS, the Florida Department of Education, Summer Food Service program for Children provides a Grant to subsidize the cost of meals for the program.

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 approves the submission of the Grant Application, which is estimated in the amount of \$40,690.00 to participate in the Florida Department of Education Summer Food Service Program to subsidize the cost of meals served during the operation of the Summer Youth Program.

SECTION 2. That the Mayor and City Clerk are authorized to execute the Agreement on behalf of the City of Riviera Beach in compliance with the Grant Application.

RESOLUTION NO: 51-07 -
: PAGE 2

: **SECTION 3.** That the Finance Director is authorized to set up a budget in the
Summer Food Grant Fund as follows:

REVENUE:

137-00-334516	Summer Food Grant 2007	\$40,690.00
---------------	------------------------	-------------

EXPENDITURES:

137-1232-572-0-1201	Salaries	\$24,487.00
137-1232-572-0-3406	Contract Services	15,553.00
137-1232-572-0-5201	Operational Supplies	650.00
		<hr/>
		\$40,690.00

SECTION 4. That this Resolution shall take effect upon its passage and
approval by City Council.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

RESOLUTION NO. 51-07

PAGE -3-

PASSED AND APPROVED this 18 day of April, 2007.

APPROVED:

Thomas A. Mank

Shelby L. Howell
COUNCILPERSON

ATTEST:

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

L. Hubbard
COUNCILPERSON

J. Jackson
COUNCILPERSON

N. Duncombe
COUNCILPERSON

MOTIONED BY: C. Thomas

SECONDED BY: L. Hubbard

S. LOWE aye

L. HUBBARD aye

C. THOMAS aye

J. JACKSON aye

N. DUNCOMBE aye

REVIEWED AS TO LEGAL SUFFICIENCY

P. Hanna Ryan FOR
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/4/07