

RESOLUTION NO. 74-07

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 MARCH 20, 2007 THROUGH APRIL 19, 2007 (INVOICE #11) FOR ONE HALF PAYMENT IN THE AMOUNT OF \$18,932.85 AND FOR SERVICES RENDERED APRIL 20, 2007 THROUGH MAY 10, 2007 (INVOICE #12) FOR ONE HALF PAYMENT IN THE AMOUNT OF \$16,000.21 FROM ACCOUNT NUMBER 001-0203-519-1-3106; 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, Inco for invoice numbers 11 and 12 for services rendered March 20, 2007 through May 18, 2007 for one half payment in the amount of \$34,933.06 from account number 001-0203-519-1-3106.

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

PASSED AND APPROVED this 6TH day of JUNE 2007

APPROVED:

Thomas A. Masters

THOMAS A. MASTERS  
MAYOR

Shelby L. Lowe

SHELBY L. LOWE  
CHAIRPERSON

ATTEST:

Carrie Ward

CARRIE WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

Lynne L. Hubbard

LYNNE L. HUBBARD  
CHAIR PRO TEM

Norma Duncombe

NORMA DUNCOMBE  
COUNCILPERSON

Cedrick Thomas

CÉDRICK THOMAS  
COUNCILPERSON

James "Jim" Jackson

JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: J. JACKSON

SECONDED BY: L. HUBBARD

. LOWE AYE

. HUBBARD AYE

. THOMAS AYE

. DUNCOMBE AYE

. JACKSON AYE

REVIEWED AS TO LEGAL  
SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

RESOLUTION NO. 75-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING THE ACTIVITIES FOR THE GANG AWARENESS MONTH AND ESTABLISHING A BUDGET IN THE AMOUNT OF \$84,882; FURTHER AUTHORIZING THE INTERIM FINANCE DIRECTOR TO TRANSFER \$84,882 FROM THE GENERAL FUND FUND BALANCE ACCOUNT NO. 001-00-39999 TO THE GANG AWARENESS MONTH FUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the desire of the City Council to implement the Gang Awareness Month activities with the Youth Recreation Association, in conjunction with the City of Riviera Beach Recreation Department and Youth Empowerment Program; and

WHEREAS, the Gang Awareness Month activities will be held June 1<sup>st</sup> through June 30<sup>th</sup> 2007; and

WHEREAS, the Gang Awareness Month activities will include, athletic activities, intervention counseling, and job opportunities to name a few.

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

Section 1: The City Council hereby approves the activities for the Gang Awareness Month, June 1<sup>st</sup> through June 30<sup>th</sup> 2007.

Section 2: The Interim Finance Director is authorized to establish a budget in the amount of \$84,882 and transfer the same from the General Fund Fund Balance account no. 001-00-39999 to the Gang Awareness Month Fund as follows:

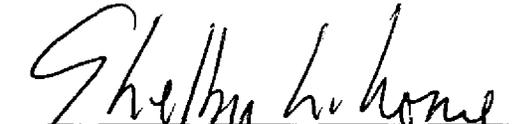
REVENUE		
001-00-39999	General Fund Fund Balance	\$84,882
EXPENDITURE		
138-1232-572-0-1203	Overtime	\$39,882
138-1232-572-0-3106	Professional Service Other	\$ 9,000
138-1232-572-0-4001	Travel & Training	\$21,000
138-1232-572-0-5201	Operating Supplies Other	\$ 7,500
138-1232-572-0-5202	Operation Supply	<u>\$ 7,500</u>
	Total	\$84,882

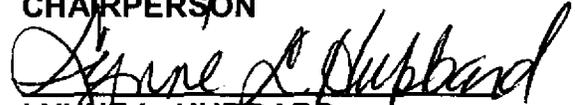
Section 3: This resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED this 6TH day of JUNE, 2007.

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
SHELBY L. LOWE  
CHAIRPERSON

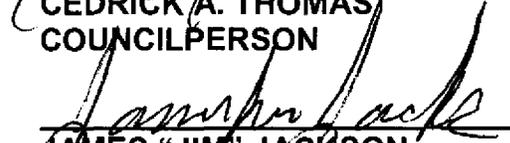
  
LYNNE L. HUBBARD  
CHAIRPERSON PRO TEM

(MUNICIPAL SEAL)

  
NORMA DUNCOMBE  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

ATTEST:  
  
CARRI E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: L. HUBBARD

SECONDED BY: J. JACKSON

S. LOWE: AYE

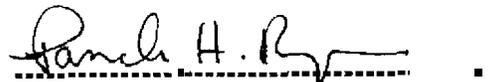
L. HUBBARD: AyE

N. DUNCOMBE: NAY

C. THOMAS: AYE

J. JACKSON: AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/31/07

RESOLUTION NO. 76-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN APPLICATION FOR 169 RESORT HOTEL SUITES TO BE LOCATED AT 3200 NORTH OCEAN DRIVE WITH SPECIFIC CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Planning & Zoning Board met on May 24, 2007, to review the site plan application and made a recommendation to the City Council for approval of the site plan application; and

WHEREAS, the City Council has considered the application; the evidence submitted by the applicant and staff's recommendation.

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

SECTION 1. The Site Plan (Exhibit A) for 169 Resort Suites is approved with the following conditions:

1. The developer shall participate in the Minority Employment and Affordable Housing Opportunities Plan by contributing \$1,267,896 dollars to the City of Riviera Beach Housing Trust Fund within 180 days of project approval. (October, 2007)
2. The developer shall provide the City with a \$100,000 dollar contribution to the A1A Beautification fund within 180 days of project approval. (October, 2007)
3. Construction must be initiated within 18 months of the effective date of this resolution in accordance with Section 31-60(a), of the City Code of Ordinances.
4. All future advertising must state that the development is in the City of Riviera Beach. A fine of \$500 dollars per day will be levied against the property owner for violation of this condition.

5. The development will prepare a construction management plan to be approved by the City Manager prior to beginning construction or demolition on the property.
6. Throughout construction of the project no vehicles will be parked on North Ocean Drive (SR AIA) or use the public right-of-way for a staging area.
7. The applicant must return to the City for site plan approval if the project changes from a resort development to a different project type, such as a permanent condominium development.
8. The applicant will contribute \$100,000 to the City's Employment Training Fund within 180 days of project approval (October, 2007).
9. Marriott Vacation Club (MVC) will commit to employ on the MVC job site at least 30% of the part time and full time general labor from minority groups.
10. Marriott Vacation Club (MVC) will commit to spend a minimum of 20% of the construction value of the project for minority contractors and suppliers.
11. It is Marriott Vacation Club's plan to make a good faith attempt to mirror the community with employment and suppliers during the construction and operations phases of the Singer Island Project. Marriott will develop plans and make good faith efforts to work with local organizations in developing and implementing employment and diverse supplier practices.
12. Marriott Vacation Club will work with Community based organizations, local recruiters and the City to hold career guidance counseling workshops and local job fairs.
13. Marriott Vacation Club will work with local high schools for the purpose of participating in job shadowing and mentoring programs.

SECTION 2. This Resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

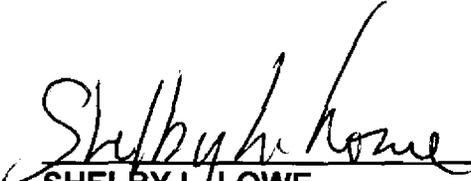
SECTION 3. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 6TH day of \_\_\_ JUNE, 2007.

RESOLUTION NO. 76-07  
PAGE -3-

APPROVED:

  
THOMAS A. MASTERS,  
MAYOR

  
SHELBY L. LOWE,  
CHAIRPERSON

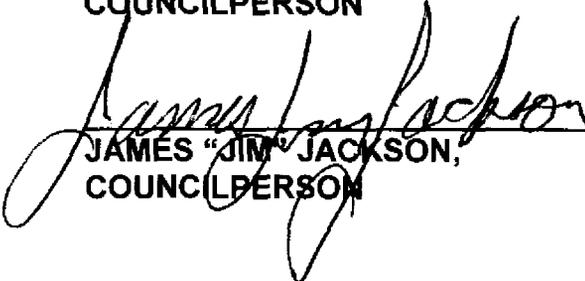
ATTEST:

  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
LYNNE L. HUBBARD,  
CHAIR PRO TEM

  
NORMA DUNCOMBE,  
COUNCILPERSON

  
CEDRICK A. THOMAS,  
COUNCILPERSON

  
JAMES "JIM" JACKSON,  
COUNCILPERSON

MOTIONED BY: N. DUNCOMBE

SECONDED BY: L. HUBBARD

S. LOWE AYE

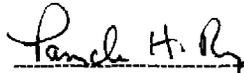
L. HUBBARD NAY

C. THOMAS NAY

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/30/07 -

RESOLUTION NO. 77-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 146- 07 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED SERVICES CONTRACT WITH HSA ENGINEERS & SCIENTISTS OF WEST PALM BEACH, FLORIDA FOR HAZARDOUS WASTE CLEANUP AND DISPOSAL AT THE CITY MARINA IN THE AMOUNT NOT TO EXCEED \$50,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Riviera Beach, Palm Beach County, Florida, does hereby accept the Purchasing Department's recommendation and approves the services contract for the Hazardous Waste Cleanup and Disposal at the City Marina to be completed by HSA Engineers & Scientists of West Palm Beach, Florida in the amount not to exceed \$50,000 and

WHEREAS, the City Council authorizes the Mayor and Finance Director to Make Payment from Capital Improvement Fund Other Than Building Account # 422-0000-543-0-6351 .

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

SECTION 1. The City Council hereby accepts the bid and awards a materials and services contract to HSA Engineers & Scientists of West Palm Beach, Florida in the amount not to exceed \$50,000 for Hazardous Waste Cleanup and Disposal at the City Marina; and authorizes the Mayor and City Clerk to execute same.

SECTION 2. The Mayor and Finance Director are authorized to make payment from the Capital Improvements-Other than Building Account No. 422-0000-543-0-6351

SECTION 3. The City Manager shall have authority to approve change orders in an amount not to exceed 10% of the contract award.

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

RESOLUTION NO. 77-07  
PAGE 2.

PASSED AND APPROVED this 6TH day of JUNE 2007

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

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: J. JACKSON

SECONDED BY: L. HUBBARD

S. LOWE: AYE

L. HUBBARD: AYE

C. THOMAS: AYE

N. DUNCOMBE: OUT

J. JACKSON: AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela Hanna Ryan  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/31/07

RESOLUTION NO. 78-07 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE AWARDED BUFFER ZONE PROTECTION PROGRAM GRANT IN THE AMOUNT OF \$50,000. AUTHORIZING THE MAYOR TO SIGN SAID CERTIFICATION OF ACCEPTANCE OF SUB-GRANT AWARD, AUTHORIZING THE INTERIM FINANCE DIRECTOR TO SET UP BUDGET FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Law Enforcement has awarded the City of Riviera Beach Police Department a Buffer Zone Protection Program Grant in the amount of \$50,000; and

WHEREAS, these funds shall be utilized to implement a portion of the Florida's Domestic Security Strategic Plan; and

WHEREAS, these funds will be used to harden the Rapids Water Park infrastructure; and

WHEREAS, the City has been awarded funds in the amount of \$50,000.00 with no required match.

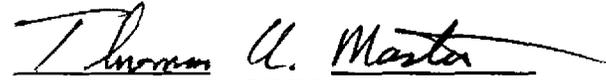
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

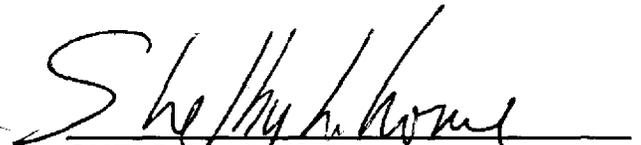
SECTION 1. The City Council authorizes the Mayor to accept the awarded grant on behalf of the City of Riviera Beach Police Department.

SECTION 2. The Finance Director is authorized to set up budget accounts in the amount of \$50,000 using fund budget account numbers: 142-00-331221 and 142-0817-521-0-6455.

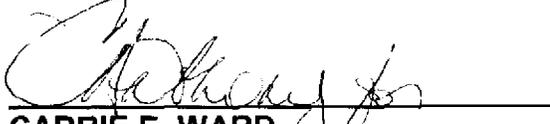
SECTION 3. This Resolution shall take effect upon its passage and adoption by City Council.

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
SHELBY L. LOWE  
CHAIRPERSON

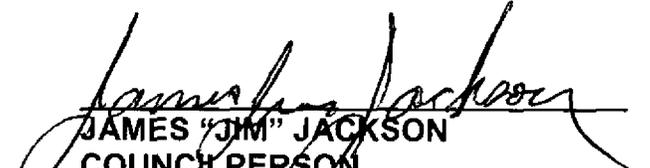
ATTEST:

  
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: C. THOMAS \_\_\_\_\_

SECONDED BY: J. JACKSON \_\_\_\_\_

S. LOWE \_\_\_\_\_ AYE

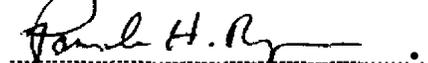
L. HUBBARD \_\_\_\_\_ AYE

C. THOMAS \_\_\_\_\_ AYE

N. DUNCOMBE \_\_\_\_\_ OUT

J. JACKSON \_\_\_\_\_ AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/22/07

RESOLUTION NO. 79-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY FLORIDA, AUTHORIZING THE CREATION OF A JAZZ AND BLUES FESTIVAL ADVISORY COMMITTEE FOR THE PURPOSE OF EVALUATING JAZZ FESTIVAL OPERATIONS AND ASSISTING STAFF WITH PROCUREMENT OF FUNDING AND SPONSORSHIP FOR THE CITY OF RIVIERA BEACH JAZZ AND BLUES FESTIVAL HELD ANNUALLY ON THE MUNICIPAL BEACH; AND PROV1D1NG AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach hosts an annual Jazz and Blues Festival on the Municipal Beach on Singer Island; and

WHEREAS, the Mayor and City Council desires to create a Jazz and Blues Festival Advisory Committee for the purpose of advising the City Council on matters relating to the planning, organization and implementation of the Annual Jazz and Blues Festival.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIV1ERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The City Council hereby authorizes the creation of a Jazz and Blues Festival Advisory Committee in the form and manner as follows:

A. Created; members; quorum; term; vacancies.

There shall be a Jazz and Blues Festival Advisory Committee, which shall consist of not less than thirteen (13) members who shall be appointed by the City Council. The advisory committee shall consist of seven (7) members appointed for their expertise in the following areas: Event Planning/Logistics; Fundraising/Financial Management; Entertainment/Talent; Food and Merchandise Vending; Marketing/Promotion; Tourism; and Stage Production. These members will serve for a period of two (2) years. The remaining six (6) members shall nominated by the Mayor and City Council, must be a resident and registered voter of the City and all nominations must be ratified by the City Council. In case of a vacancy by resignation, removal or otherwise, the City Council shall fill such vacancy for the unexpired term. For the initial appointments, seven (7) members will be appointed for two (2) years and six (6) members will be appointed for a one (1) year term. Thereafter, each appointment shall be for a two (2) year term.

RESOLUTION NO. 79-07

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### **B. Purpose and General Duties.**

The Jazz Festival Advisory Committee shall advise the City Council on matters relating to the funding, planning, management and operations of the Annual Riviera Beach Jazz and Blues Festival. The committee shall perform an evaluation of each prior year's festival, and provide a written report to the City Council no later than July 1<sup>st</sup> of each year.

The committee may review and provide recommendations to City staff and the City Council on the following activities:

- Fundraising, sponsorships and grant procurement policies and procedures
- Marketing and promotional plans
- Establishment of fees and rates
- Selection of talent
- Site planning operations
- Impact on City and immediate vicinity of festival
- Food, vending and merchandizing operations
- Transportation and logistics

The Jazz Festival Advisory Committee shall meet a minimum of once per month or more frequently as required and determined by the committee.

### **. Committee Organization.**

The Advisory Committee shall select the chairperson and vice-chairperson of the committee. The committee may establish rules and regulations governing the conduct of the committee business. The committee may establish sub-committees, as may be appropriate, to carry out the mission and purpose of this committee. A majority of the committee shall constitute a quorum.

The committee may make other such recommendations it deems appropriate to insure the successful implementation and presentation of the Annual Jazz and Blues Festival.

### **D. Advisory Status.**

All decisions of the Jazz Festival Advisory Committee are of an advisory nature only. Recommendations of the advisory committee shall be presented to the City Council for consideration. The City Council, in its sole discretion, shall review and implement any of the recommendations of the committee.

RESOLUTION NO. 79-07

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E. Staff Representation and Support.

The City Manager, Assistant City Manager and Special Events Coordinator shall serve as ex-officio members of the Committee. The Special Events Coordinator shall serve as the liaison for the committee and provide administrative support to the committee.

F. Removal.

The City Council may remove any member for or without cause. Any member of the board who fails to attend two (2) out of three (3) regular meetings without cause and without prior notification to the secretary of the committee shall automatically forfeit his/her appointment to serve on the committee, and the City Council shall promptly fill such vacancy.

SECTION 2. That this Resolution shall take effect immediately upon its passage and approval by the City Council.

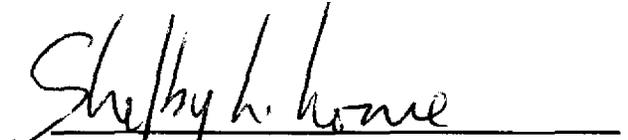
PASSED AND APPROVED this 6TH day of JUNE, 2007.

RESOLUTION NO. 79-07

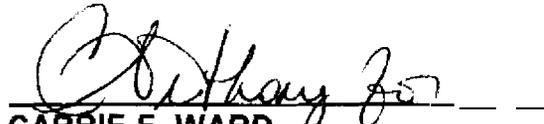
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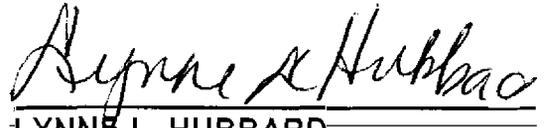
APPROVED:

  
**THOMAS A. MASTERS**  
MAYOR

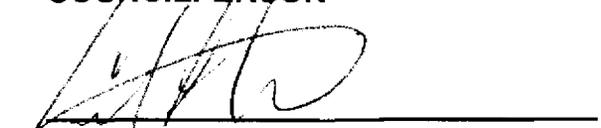
  
**SHELBY L. LOWE**  
CHAIRPERSON

ATTEST:

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

  
**LYNNE L. HUBBARD**  
CHAIRPERSON PRO TEM

  
**NORMA DUNCOMBE**  
COUNCILPERSON

  
**CEDRI A. THOMAS**  
COUNCILPERSON

ES " , J N  
COUNCIL R

MOTIONED BY: C. THOMAS

SECONDED BY: L. HUBBARD

S. LOWE AYE

L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: -

RESOLUTION NO. 80-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AWARING BID NO. 15107 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SERVICE CONTRACT WITH POWER PRO-TECH SERVICES OF MAITLAND, FLORIDA TO PROVIDE SCHEDULED MAINTENANCE AND EMERGENCY CALL-OUT SERVICES FOR GENERATORS LOCATED THROUGHOUT THE CITY, IN THE AMOUNT OF \$28,420.00; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM VARIOUS DEPARTMENTAL OPERATING BUDGETS, AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Riviera Beach, has experienced the destructive impact of three (3) major hurricanes over the last 36 months; and

**WHEREAS**, these storms and their disruptive aftermath have underscored the need for our City to expand its capacity to deliver a consistent level of services under the challenges of post disaster conditions and similar recovery efforts; and

**WHEREAS**, it is critical that emergency generators throughout the city are adequately maintained to ensure their performance when the need arises, including natural disasters and random power outages; and

**WHEREAS**, in accordance with the provisions of the City's Procurement Ordinance (2412), invitations to bid were publicly solicited from professional generator servicing companies to provide scheduled maintenance on generators located throughout the City; and

**WHEREAS**, City departments have sufficient funds for repair and maintenance in their respective fiscal years budgets.

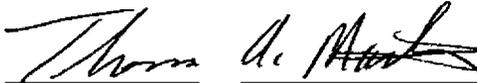
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:**

**SECTION 1.** The City Council hereby awards Bid No. 15107 for scheduled maintenance and emergency call-out services to the low responsible bidder, Power Pro-Tech Services Inc. of Maitland, Florida in the amount of \$28,420.00.

**SECTION 2.** The City Council authorizes the Finance Director to make payment from various departmental "**Repair and Maintenance**" accounts for emergency generator maintenance services.

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

PASSED AND APPROVED this 20th day of J\_u\_n\_e 2007

  
THOMAS A. MASTERS  
MAYOR

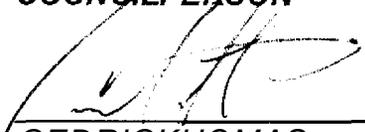
  
SHELBY L. LOWE  
CHAIRPERSON

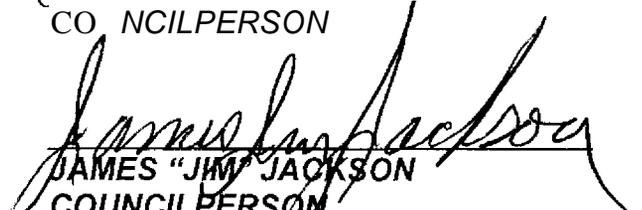
ATTEST:

  
CATHERINE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
LYNNEL HUBBARD  
CHAIR PRO TEM

  
NORMA DUNCOMBE  
COUNCILPERSON

  
CEDRICK THOMAS  
COUNCILPERSON

  
JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: J. Jackson

SECONDED BY: L. Hubbard

S. LOWE            aye

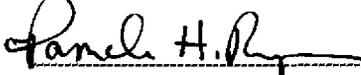
L. HUBBARD      aye

C. THOMAS        aye

N. DUNCOMBE    aye

J. JACKSON       aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/13/07

## EMERGENCY GENERATOR MAINTENANCE SERVICES

THIS AGREEMENT made and entered into this 15th day of June, 2007 by and between POWER PRO-TECH SERVICES, hereinafter referred to as "Independent Contractor," whose Federal I.D. number is 01-0590478 and whose mailing address is 240 Circle Drive, Maitland, Florida, 32751 and the CITY OF RIVIERA BEACH, FLORIDA, a municipal corporation, hereinafter referred to as "City," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

In consideration of the mutual covenants and promises set forth herein, the parties to this agreement do hereby agree as follows:

1. That the City does hereby retain the services of the Independent Contractor for the purpose of providing maintenance services of city generators. The scope of work is as set forth more fully in the General Terms and Conditions and Special Terms and Conditions in Bid No. 15107, Exhibit "A" attached hereto and incorporated herein by reference.
2. The City agrees to compensate the Independent Contractor in accordance with the fee proposal as set forth in Exhibit "B". In no event should the contract exceed twenty-eight thousand two hundred and forty dollars (\$28,240.00) for the maintenance services of city generators. Normal repair service calls are to be billed at a rate not to exceed sixty-five dollars per hour (\$65.00). And emergency service calls are to be billed at a rate not to exceed ninety-seven dollars and fifty cent (\$97.50). The total and cumulative amount of this Agreement shall not exceed the amount of funds annually budgeted for these services. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in Exhibit "A".
3. This Contract consists of this Contract, Bid No. 15107 (Exhibit "An) and the Independent Contractor's fee proposal (Exhibit "B"). The Independent Contractor agrees to be bound by all the terms and conditions set forth in this Contract, Exhibit "A" and Exhibit "B". To the extent that there exists a conflict between this Contract, Exhibit "A" and Exhibit "B", the terms, conditions, covenants, and/or provisions of this Contract shall prevail over all others.
4. The period of the Contract shall be two (2) years (24 months), with an option to renew the contract for three (3) additional twelve (12) month periods. The option for renewal will be exercised only upon mutual written agreement and with all original terms, conditions and specifications of the Contract remaining the same with no deviations. All prices, terms and conditions shall remain fixed for the initial two (2) year period of the contract with a price adjustment made after the second year of the contract and upon the first renewal based on the consumer price index (CPI) South Region (Florida), all Urban Consumers (CPI-U) subcategory, series title (mechanic) with contract anniversary month and index base year of 2009.
5. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances governing the work to be performed. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this 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 perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
7. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

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

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 \$1,000,000 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 \$1,000,000 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 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.

15. All work, materials and equipment and services to be furnished and/or installed by the Independent Contractor under this Contract as it relates to the servicing of generators shall be guaranteed by the Independent Contractor for a period of one (1) year from the date of service, thereof against defective materials, design and workmanship. 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 corrective or new works, parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary corrective repairs or replacements within thirty (30) days after notification by the City, the City may accomplish the work at the expense of the Contractor and seek any and all legal remedies to enforce the same.

16. All emergency services to be purchased and performed under the terms of this Agreement shall be within three (3) hours from time of notification to the Contractor by the designated City representative.

Response time for non-emergency repairs shall be within twenty-four (24) hours from time of notification by the designated City representation. The timely delivery and performance of said services being essential conditions of this Agreement. If the services are not performed according to the terms of this Agreement within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to one hundred and twenty-five dollars (\$125.00) for each hour elapsing between expiration of such time limit and the arrival of the Contractors personnel to begin service on the generator requiring servicing. The time limits herein stated are subject to extension without payment of damages, as provided in section 21, herein

17. The Independent Contractor shall provide the City with a written warranty of its work and with a copy of any and all applicable manufacture's warranty as it relates to the materials and parts used to accomplish the work.

18. 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, andlor 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.

19. 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.

20. 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.

21. 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 affect the Independent Contractor's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Independent Contractor shall suspend work on that portion of the 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 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 Council or its designated representative.

22. 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.

23. 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.

24. 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.

25. 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.

26. This agreement may be terminated by either party with or without cause upon ~~thirty~~ (30) days prior written notice. In the event that the City terminates this Agreement, for any reason whatsoever, the Independent Contractor understands and agrees that he shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this agreement.

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

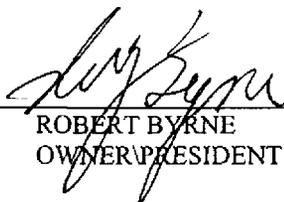
AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

POWER PRO-TECH SERVICES

BY:   
THOMAS A. MASTERS,  
MAYOR

BY:   
ROBERT BYRNE  
OWNER/PRESIDENT

ATTEST:

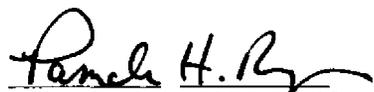
CARRIE E. WARD, MMC  
CITY CLERK

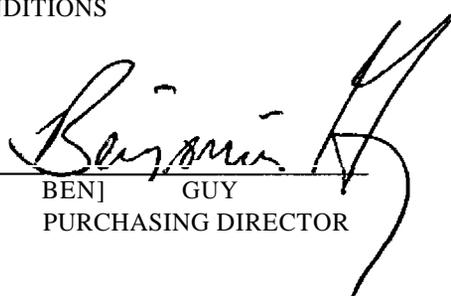
(SEAL)

BY: 

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
PAMALA HANNA RYAN  
CITY ATTORNEY

BY:   
BEN] GUY  
PURCHASING DIRECTOR

DATE: 6/19/07