REGULAR CITY COUNCIL MEETING
AGENDA
MARINA EVENT CENTER - 190 E. 13TH STREET
RIVIERA BEACH, FL 33404
August 4, 2021
6:00 PM

NOTICE

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THE PROCEEDINGS SHALL CONTACT THE OFFICE OF THE CITY MANAGER AT 561-812-6590 NO LATER THAN 96 HOURS PRIOR TO THE PROCEEDINGS; IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICES 1-800-955-8771 (TDD) OR 1-800-955-8770 (VOICE) FOR ASSISTANCE.

MAYOR

RONNIE L. FELDER

CHAIRPERSON

SHIRLEY D. LANIER - DISTRICT 3

CHAIR PRO-TEM

KASHAMBA MILLER-ANDERSON - DISTRICT 2

COUNCILPERSONS

TRADRICK MCCOY - DISTRICT 1

DOUGLAS A. LAWSON - DISTRICT 5

JULIA A. BOTEL - DISTRICT 4

ADMINISTRATION

CITY MANAGER, JONATHAN EVANS

CLAUDENE L. ANTHONY, CMC, CITY CLERK

DAWN S. WYNN, CITY ATTORNEY

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the City Council with respect to any matter considered at this meeting, such interested person, at own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.0105.

BE FURTHER ADVISED, the meeting location is subject to change. The public is encouraged to visit the City's website for up to date information on meeting location and information.

LOBBYING - ORDINANCE 4001 - ADOPTED SEPTEMBER 2011

Lobbyist registration and reporting forms are available for you online and in print. Forms can be obtained in the Office of the City Clerk and Council Chambers. Registration and reporting forms shall be submitted to the Office of the City Clerk.

ANY PERSON WHO WOULD LIKE TO SPEAK ON AN AGENDA ITEM PLEASE COMPLETE A PINK PUBLIC COMMENT CARD LOCATED AT THE FRONT DESK AND GIVE IT TO THE STAFF PRIOR TO THE ITEM BEING TAKEN UP BY CITY COUNCIL FOR DISCUSSION. MEMBERS OF THE PUBLIC WILL BE GIVEN A TOTAL OF THREE (3) MINUTES TO SPEAK ON ALL ITEMS LISTED ON THE CONSENT AGENDA AND THREE (3) MINUTES TO SPEAK ON EACH REGULAR AGENDA ITEM. THE TIME LIMIT FOR PUBLIC COMMENT MAY BE REDUCED BY A VOTE OF THE CITY COUNCIL BASED ON THE VOLUMINOUS NATURE OF PUBLIC COMMENT CARDS. IN NO EVENT WILL ANYONE BE ALLOWED TO SUBMIT A COMMENT CARD TO SPEAK ON AN AGENDA ITEM AFTER THE RESOLUTION IS READ OR ITEM CONSIDERED.

CALL TO ORDER

Roll Call

Invocation

Pledge of Allegiance

AGENDA Approval

Additions, Deletions, Substitutions

Disclosures

Adoption of Agenda

Comments From the Public on Consent Agenda (Three Minutes Limitation)

CONSENT AGENDA

ALL MATTERS LISTED UNDER THIS ITEM ARE CONSIDERED TO BE ROUTINE AND ACTION WILL BE TAKEN BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCILPERSON

SO REQUESTS, IN WHICH EVENT, THE ITEM WILL BE REMOVED FROM THE GENERAL ORDER OF BUSINESS AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA.

MINUTES

1. JULY 7, 2021 CITY COUNCIL MEETING MINUTES

CLAUDENE L. ANTHONY, CMC, CITY CLERK 561-845-4090

RESOLUTIONS

END OF CONSENT AGENDA

UNFINISHED BUSINESS

PETITIONS AND COMMUNICATIONS FOR FILING

AWARDS AND PRESENTATIONS

2. THE WEST PALM BEACH FISHING CLUB WILL PRESENT A $2,000 DONATION TO THE CITY OF RIVIERA BEACH SCHOLARSHIP FUND.

JONATHAN EVANS, CITY MANAGER, 561-812-6590
PRESENTATION BY TOM TWYFORD, PRESIDENT OF WEST PALM BEACH FISHING CLUB

3. REIMAGINE RIVIERA BEACH WORKSHOP SERIES SUMMARY REPORT

MARSHA NOEL, ASSISTANT TO CITY MANAGER, 561-812-6599
DANA NOTTINGHAM, URBAN DEVELOPMENT ADVISOR

4. CHAMPION TEAM

THERE WERE SEVEN AFRICAN AMERICAN TEENS AND ADULTS WHO HAVE COMPETED IN THE NATIONAL CONVENTION OF BLACK CHIEF OFFICER COMMITTEE
THE CHAMPIONSHIP TEAM JOINT EFFORTS WITH BUILDERS OF THE HIGHWAY-AMON ISRAEL AND THE PRIDE OF RIVIERA BEACH LODGE#1574-BRUCE HERRING.

THESE ARE THE FIVE INDIVIDUALS FROM RIVIERA

BEACH:

1ST PLACE KEITH GOLDEN
2ND PLACE ISHMAEL HILAIRE
3RD PLACE JULIEN JONES
4TH PLACE TAMYA DAVIS
5TH PLACE JEREMIAH SCOTT

RONNIE FELDER, MAYOR, 561-845-4145

AMON ISRAEL WILL BE THE PRESENTER

PUBLIC HEARINGS

ORDINANCES ON FIRST READING

5. ORDINANCE NO. 4176 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 5 ENTITLED "ELECTIONS", SECTION 5-11 ENTITLED "CANVASSING; CERTIFICATION OF ELECTION" OF THE CITY'S CODE OF ORDINANCES TO PROVIDE FOR THE CITY COUNCIL TO SELECT A MEMBER OF THE COUNCIL OR ANY OTHER INDIVIDUAL FOR THE MUNICIPAL ELECTION'S CANVASSING BOARD; AUTHORIZING RENUMERATION OF SAID CHAPTER, IF NECESSARY; PROVIDING FOR SEVERABILITY, INCLUSION, AND CODIFICATION; AND PROVIDING FOR EFFECTIVE DATE.

CLAUDENE L. ANTHONY, CMC, CITY CLERK, 561-845-4090

6. ORDINANCE NO. _4177_ AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 5 OF THE CODE OF ORDINANCES ENTITLED "ELECTIONS", SECTION 5-2(a) ENTITLED "FILING AND QUALIFICATION OF CANDIDATES FOR MAYORAL AND COUNCIL", PROVIDING FOR SEVERABILITY, CONFLICTS, AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

CLAUDENE L. ANTHONY, CMC, CITY CLERK 561-845-4090

7. ORDINANCE NO. 4178 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 13 OF THE CITY'S CODE OF ORDINANCES ENTITLED, "PARKS AND RECREATION", REPEALING ARTICLE III, "BOATS"; CREATING ARTICLE III, "BOATS, FLOATING STRUCTURES, LIVE-ABOARD VESSELS AND OTHER WATERCRAFT"; PROVIDING FOR APPLICABILITY, SEVERABILITY, REPEAL OF LAWS IN CONFLICT, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

DAWN S. WYNN, CITY ATTORNEY, 561-845-4068

COMMENTS FROM THE PUBLIC - 7:30 PM Non-Agenda Item Speakers (Three Minute Limitation)

Please be reminded the City Council has adopted "Rules of Decorum Governing Public Conduct during Official Meetings" which has been posted at the front desk. In an effort to preserve order, if any of the rules are not adhered to, the Council Chair may have any disruptive speaker or attendee removed from the podium, from the meeting and/or the building, if necessary. Please govern yourselves accordingly.

Public Comments shall begin at 7:30 PM unless there is no further business of the City Council, which in that event, it shall begin sooner. In addition, if an item is being considered at 7:30 PM, then comments from the public shall begin immediately after the item has been concluded.

Any person who would like to speak, during public comments, please fill out a public comment card located at the front desk and give it to the staff before the public comments section is announced.

ITEMS TABLED

REGULAR

8. RESOLUTION NUMBER 67-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE RECOMMENDATION OF STAFF AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE PROFESSIONAL SERVICES CONTINUING CONTRACTS TO PROVIDE PROFESSIONAL LEGAL SERVICES WITH EACH OF THE TOP TWO RANKED FIRMS, CARLTON FIELDS-FASKEN AND WEISS SEROTA HELFMAN COLE + BIERMAN COMMENCING JUNE 16, 2021 AND ENDING JUNE 15, 2024 WITH RENEWAL OPTIONS FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS;

AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE APPROPRIATE OPERATING ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

ALTHEA PEMSEL, DIRECTOR OF PROCUREMENT, 561-845-4180

9. RESOLUTION NUMBER 88-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH ESTABLISHING FEES FOR THE CODE COMPLIANCE PROGRAM AND ESTABLISHING A PROPERTY IMPROVEMENT ACCOUNT; PROVIDING FOR REPEAL OF ALL RESOLUTIONS IN CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

CLARENCE SIRMONS, DIRECTOR OF DEVELOPMENTAL SERVICES, 561-845-4060

10. RESOLUTION NO. 89-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ADOPTION OF A SECURITY POLICY PROHIBITING WEAPONS IN CERTAIN CITY FACILITIES AND OUTLINING OPERATIONAL PROCEDURES TO BE FOLLOWED IN CONJUNCTION WITH THE POLICY; PROVIDING AN EFFECTIVE DATE.

NATHAN OSGOOD, CHIEF OF POLICE, 561-845-4130

<u>DISCUSSION AND DELIBERATION</u>

11. DISCUSSION REGARDING THE MEMORANDUM OF UNDERSTANDING WITH THE BOYS AND GIRLS CLUB OF PALM BEACH COUNTY, INC. APPROVED JULY 7, 2021

RICHARD BLANKENSHIP, DIRECTOR OF PARKS & RECREATION, 561-845-4070

<u>BOARD APPOINTMENTS</u>

12. PLANNING & ZONING BOARD APPOINTMENTS

CLARENCE SIRMONS, DIRECTOR OF DEVELOPMENTAL SERVICES, 561-845-4060

DISCUSSION BY CITY MANAGER

DISCUSSION BY CITY ATTORNEY

CITY COUNCIL COMMITTEE REPORTS

STATEMENTS BY THE MAYOR AND CITY COUNCIL

ADJOURNMENT

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 8/4/2021

Agenda Category: CONSENT

Subject: **JULY 7, 2021 CITY COUNCIL MEETING MINUTES**

Recommendation/Motion: STAFF RECOMMENDS THE APPROVAL OF THE JULY 7, 2021 CITY COUNCIL MEETING MINUTES

Originating Dept	OFFICE OF THE CITY CLERK	**Costs**	
User Dept.	ALL	**Funding Source**	
Advertised	No	**Budget Account Number**	
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions (cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
07JUL21.docx	JULY 7, 2021 CITY COUNCIL MEETING MINUTES	7/21/2021	Minutes

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Robinson, Claudene	Approved	7/21/2021 - 11:02 AM

CITY OF RIVIERA BEACH
REGULAR CITY COUNCIL MEETING
July 7, 2021
6:00 p.m.

PRESENT AT MEETING[1]:

MAYOR RONNIE FELDER	MAYOR FELDER
CHAIRPERSON SHIRLY D. LANIER, DISTRICT 3	CHAIRPERSON LANIER
CHAIR PRO TEM KASHAMBA MILLER- ANDERSON DISTRICT 2	CHAIR PRO TEM MILLER-ANDERSON
COUNCILPERSON TRADRICK MCCOY, DISTRICT 1	COUNCILPERSON MCCOY
COUNCILPERSON DOUGLAS A. LAWSON, DISTRICT 5	COUNCILPERSON LAWSON
COUNCILPERSON JULIA A. BOTEL, DISTRICT 4	COUNCILPERSON BOTEL
CITY MANAGER JONATHAN EVANS	CITY MANAGER EVANS
CITY CLERK CLAUDENE L. ANTHONY	CITY CLERK ANTHONY
CITY ATTORNEY DAWN S. WYNN	CITY ATTORNEY WYNN

TRANSCRIBED BY:

Legal Transcription On Call
6586 Hypoluxo Road #232
Lake Worth, FL 33467
(561) 429-3816
(561) 584-5044 (fax)

[1] List of City Employees, Public Speakers and Others on Page 115

CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA
MINUTES OF THE CITY COUNCIL MEETING
HELD JULY 7, 2021, 6:00 p.m.

(The following may contain unintelligible or misunderstood words due to the recording quality.)

CALL TO ORDER

Chairperson Lanier: Good afternoon. We will start the Regular City Council Meeting of July 7, 2021.

ROLL CALL

Chairperson Lanier: Madam Clerk.

City Clerk Anthony: Mayor Ronnie Felder?

Mayor Felder: Here.

City Clerk Anthony: Chairperson Shirley Lanier?

Chairperson Lanier: Here.

City Clerk Anthony: Chair Pro Tem KaShamba Miller-Anderson?

Chair Pro Tem Miller-Anderson: Present.

City Clerk Anthony: Councilperson Tradrick McCoy?

Councilperson McCoy: Here.

City Clerk Anthony: Councilperson Douglas Lawson? [Pause]. Councilperson Julia Botel?

Councilperson Botel: Here.

City Clerk Anthony: City Manager Jonathan Evans?

City Manager Evans: Present.

City Clerk Anthony: City Clerk Claudene Anthony is present. City Attorney Dawn [stammer]?

City Attorney Wynn: Here.

City Clerk Anthony: Wynn. Sorry about that.

City Attorney Wynn: It's okay.

City Clerk Anthony: Thank you…

Chairperson Lanier: Thank you.

City Clerk Anthony: …Madam Chair.

INVOCATION

PLEDGE OF ALLEGIANCE

Chairperson Lanier: We will have a moment of silence led by the Pledge of Allegiance by Councilperson Miller-Anderson.

[Moment of silence]

Chair Pro Tem Miller-Anderson: I pledge of allegiance…

All: …to the Flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible with liberty and justice for all.

AGENDA APPROVAL

ADDITIONS, DELETIONS, SUBSTITUTIONS

Chairperson Lanier: Do we have any additions, deletions, substitutions for the Agenda or note any of these Items?

City Manager Evans: Yes, Madam Chair.

Staff is asking that Item 5 be removed from the Agenda. That's recognition of Ms. Vale. She's unable to attend this evening.

Chairperson Lanier: Okay.

DISCLOSURES

Chairperson Lanier: Are there any disclosures by the Council in regards to any of the Items that are listed on the Agenda this evening?

[Pause]

ADOPTION OF AGENDA

Chairperson Lanier: Can I get a motion to adopt the Agenda as listed?

Councilperson Botel: Move to adopt the Agenda as amended.

Chair Pro Tem Miller-Anderson: Second.

Chairperson Lanier: Madam Clerk.,

City Clerk Anthony: Councilperson McCoy?

Councilperson McCoy: Yes.

City Clerk Anthony: Councilperson Botel?

Councilperson Botel: Yes.

City Clerk Anthony: Pro Tem Miller-Anderson?

Chair Pro Tem Miller-Anderson: Yes.

City Clerk Anthony: Chair Lanier?

Chairperson Lanier: Yes.

CONSENT AGENDA

Chairperson Lanier: We are at the Item on our Agenda which is considered the Consent Agenda.

Chairperson Lanier: ALL MATTERS LISTED UNDER THIS ITEM ARE CONSIDERED TO BE ROUTINE AND ACTION WILL BE TAKEN BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCILPERSON SO REQUESTS, IN WHICH EVENT, THE ITEM WILL BE REMOVED FROM THE GENERAL ORDER OF BUSINESS AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA.

MINUTES

RESOLUTIONS

Chairperson Lanier: Is there anyone that wants to pull an Item from the Consent Agenda?

Chair Pro Tem Miller-Anderson: Madam Chair?

Chairperson Lanier: Yes, ma'am.

Chair Pro Tem Miller-Anderson: I'd like to pull No. 2, just so the public is aware of.., just giving them an explanation of what we're doing with that.

Chairperson Lanier: Very good.

And I'd like some more information about No. 1. So, both Items. Can I get a motion to approves the Consent Agenda, which means that there's nothing on it now.

[Chuckles]

Councilperson Botel: So moved.

Chairperson Lanier: Thank you. Madam Clerk.

City Clerk Anthony: Madam Chair, there's no need to do a, a…

Chairperson Lanier: Okay.

City Clerk Anthony: …motion for…

Chairperson Lanier: I thought so but…

City Clerk Anthony: …the Consent Agenda.

Chairperson Lanier: Okay.

<u>END OF CONSENT AGENDA</u>

1. Chairperson Lanier: No. 1.

City Clerk Anthony: **RESOLUTION NUMBER 77-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING FY 2020-2021 STATE AID TO LIBRARIES GRANT FUNDS FROM THE STATE LIBRARY AND INFORMATION SERVICES DIVISION OF FLORIDA IN THE AMOUNT OF $16,712; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO ESTABLISH A BUDGET FOR THE GRANT AWARD; AND PROVIDING AN EFFECTIVE DATE**

RODNEY FREEMAN, LIBRARY DIRECTOR, 561-845-4196

City Clerk Anthony: Madam Chair, Members of the Board, there are no public comments on this Item. The acceptance of public comments on this Item is now closed.

Chairperson Lanier: Thank you.

Mr. Evans.

City Manager Evans: Madam Chair and Members of the Board…

Chair Pro Tem Miller-Anderson: We need a motion.

City Manager Evans: …I'd ask the Library…

Chairperson Lanier: I'm sorry.

City Manager Evans: …Services Director, Mr…

Chairperson Lanier: I'm sorry, Mr. Evans, we need a motion…

Chair Pro Tem Miller-Anderson: Motion that we approve Resolution No. 77-21.

Councilperson McCoy: Second.

Councilperson Botel: Se'…

Chairperson Lanier: Very good.

City Manager Evans: Madam Chair and Members of the Board, I've asked for the Library Director, Mr. Rodney Freeman, to make this presentation.

Chairperson Lanier: Thank you.

Library Director Freeman: Hello. I'm Rodney Freeman, Library Director. I'm here to answer any questions that you may have.

Chairperson Lanier: Could you explain to us.., it's establishing a budget but where, where's this money coming from?

Library Director Freeman: So, this is our regular state aid funding, that we get every year. We've had.., what happened was, last year, we had $22,000. And, this year, there was a, a decrease in the…

Chairperson Lanier: That's the…

Library Director Freeman: …funding…

Chairperson Lanier: …reason I asked. Why was it decreased?

Library Director Freeman: So, that is really controlled on a federal level. So, the IMLS, they get the money. Which, IMLS is the fe'.., it's a federal institution that governs all the state libraries, and then they funnel that to the different state libraries. So, they had that slash previously, and then they had more money and that's why they.., that's why we upped to $16,000.

Chairperson Lanier: Okay. Very good. That's the reason why I pulled this, 'cause I know that last year it was twenty-two.

Any other questions in regards to this Item? [Pause]. Madam Clerk.

City Clerk Anthony: Councilperson Botel?

Councilperson Botel: Yes.

City Clerk Anthony: Councilperson McCoy?

Councilperson McCoy: Yes.

City Clerk Anthony: Pro Tem Miller-Anderson?

Chair Pro Tem Miller-Anderson: Yes.

City Clerk Anthony: Chair Lanier?

Chairperson Lanier: Yes. Item No. 2.

City Clerk Anthony: Chairperson Lanier, you want.., do you want me to announce if call the vote, are you going to announce it?

Chairperson Lanier: I'm to announce?

City Clerk Anthony: Yes. You're, you're supposed to announce whether or not an Item is approved or disapproved.

Chairperson Lanier: Oh, I'm sorry. Yes. Item approve five ze'.., 4-0. Yes. I'll do that. Thank you.

2. City Clerk Anthony: RESOLUTION NUMBER 66-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RIVIERA BEACH AND THE BOYS AND GIRLS CLUB OF PALM BEACH COUNTY, INC., ESTABLISHING A PARTNERSHIP FOR THE EXPANSION AND INTERCONNECTION OF THE AFTERSCHOOL AND SUMMER CAMP PROGRAMS; PROVIDING FOR THE USE OF CERTAIN CITY RECREATIONAL FACILITIES FOR THE PROGRAMS; ALLOWING PARTICIPANTS WHO ARE RESIDENTS FREE ACCESS TO CERTAIN RECREATIONAL PROGRAMS; FUNDING A CERTAIN NUMBER OF RESIDENT PARTICIPANTS IN SUMMER CAMP PROGRAMS BEGINNING IN 2022; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

RICHARD BLANKENSHIP, PARKS & RECREATION DIRECTOR, 561-845-4070

City Clerk Anthony: Madam Chair, Members of the Board, we do have a public comment on this Item. The acceptance of public comment on this Item is now closed.

Councilperson Botel: Move to approve the Memorandum of Understanding with the Boys & [stammer] Boys & Girls Club.

Chair Pro Tem Miller-Anderson: Second.

Councilperson McCoy: Second.

Chairperson Lanier: Very good.

Can we get a presentation?

Parks & Recreation Director Blankenship: No, ma'am. We don't have a formal presentation. We're just here to discuss with you the bullet points of the MOU and answer any questions you may have.

First of all, I'd like to take.., introduce Steve Cornette, who's the Chief Operating Officer for Boys & Girls Club, and Ms. Freeman, who's the Director of the Riviera Beach Branch of the Boys & Girls Club.

Chairperson Lanier: And you are?

Parks & Recreation Director Blankenship: Richard Blankenship, Parks & Recreation Director.

[Chuckles]

Parks & Recreation Director Blankenship: This.., the, the idea for this MOU really stems from partly from the Master Plan, and partly from, from us just.., Mr. Cornette's experience and my experience working together in other areas with Boys & Girls Club. The primary point of this MOU is just gonna reduce, if not eliminate, any duplication between agencies.

Right now, we run an afterschool program and we run a summer program. And we special events and we do programs, and we do a multitude of things. The Boys & Girls Club is focused on afterschool and summer and, and that type of, of activity. So, to have them as a part of our offering for the City is, is.., it benefits everybody.

In simple terms, the way this would work is, during certain hours of afterschool or summer, Boys & Girls Club would occupy either Wells, Tate or both, depending on the numbers and they will conduct the program. In other areas that I've been, where this joint agreement has, has functioned, Parks & Recreation may come in at time to time to, to offer an athletic or a wellness or something like that, but the primary goal is so Boys & Girls Club can focus on afterschool and summer, Recreation Staff can focus on filling ballfields and gyms with programs. And the end result would be that we have a greater offering than we do now than we have had for quite a while.

This is a budget friendly MOU for the City as well. The Boys Girls Club and, when I said it to Steven a few minutes ago, his eyes got kinda big, they got the heavy lift on this MOU. Conducting a, a afterschool program and a, and a summer camp, while that.., this is what they do, day in and day out, for the City, that's an agency lift off of our shoulders. And, the level of service doesn't decrease. And I, I would imagine it's gonna increase. So, it's a win/win for everybody.

There's no impact in, in this agreement. There's no impact on the FTEs. We're not, we're not reducing fulltime Staff, they can now just focus on doing other things than having to go pick up kids or having to babysit a group of kids until folks [inaudible] could actually program. And the bottom line, the end result, is the City gets better service, gets better opportunities and we meet the demand of the citizens.

And now I'll turn it over to Steve for any comments he may have.

Mr. S. Cornette: You know… Good afternoon. Good evening. Thank you guys. Me and Ms. Freedman, on behalf of the Boys & Girls Club, just wanna thank you for this opportunity. I think, in all reality is, when I met with Jonathan and, you know, Members of, you know, the Cabinet is, what we wanted to be able to identify is what are some of the needs of the City?

We serve all kids in Rivera Beach. You know, we have, right now in the summertime, you know, we're hitting about two hundred and twenty-five a day, all the way getting up to about two seventy-five. All those members are Riviera Beach members.., members of this community.

We just wanna make sure that we're adding value. We're not asking for any handouts, we're not asking to be able to do anything. We're asking everybody to be able to come to the table and say, 'Hey, how can we help our City kids, the kids that are right here in Riviera Beach?'

And, you know, we have a phenomenal Club Director. But this partnership was ingrained, you know, when Carl Bowden was the Club Director here. You know, building relationships is what this City does. And we just wanna add value to the City of Riviera Beach and making sure that our kids do have a place to go.

But also, we're supporting the City in their initiatives, where we're not duplicating, you know, sports and activities when Well and Tate's, and this City has done sports better than any other cities in the country, and the athletes that's came outta here. So, we just wanna make sure that we're adding value. We're able to bring our resources to the City to say, hey, you know, what if there's a gym that you guys need? If there's a facility that you guys need in doing an activity or event, we wanna be able to come to the table with you guys and say, 'Hey, you know, our, our, our facilities are available.' And, being able to open that up to you guys.

So, when we met, at the roundtable, and really bringing in creative and a meeting of the minds, we just thought it was a great fit that we can be able to build this partnership into truly something special.

And, I wanna give Ms. Freeman an opportunity to talk and then we can open it up to questions. But, I truly and sincere wanna just thank each and every last one of you guys.

Ms. Freeman.

Ms. L. Freeman: Good evening.

I just wanna say thank you for this opportunity. My name is LaTosha Freeman. I am the Club Director at the Max Fisher Boys & Girls Club, located right down the street. I'm born and raised in Riviera Beach, so this is home for me.

We are averaging.., he stands to be corrected, two hundred and fifty-five kids, as a minimum, up to two seventy-five. So, we're actually getting back to a sense of normalcy since the whole pandemic hit. So, I'm looking for the opportunity to just be able to make sure that we're providing the services that need to be provided for our children in Riviera Beach. Especially during the hours of 2:00 to 8:00.

And I tell my CO all the time.., my COO that during those times, two hundred and seventy-five kids aren't standing on the corner. They're not breaking into your homes, they're not being a product of the murder rate going up because they're inside a safe place. And the opportunities that they have are phenomenal.

Each year, we offer a program called Youth of the Year, and the, the person that wins, the young person that wins that, that title, is offered a.., is given, I'm sorry, a four year, prepaid scholarship to go to school. So, we want to make sure that every kid in Riviera Beach has that opportunity to be a part of the opportu'.., the things that we're offering at the C'.., Boys & Girls Club.

Thank you for this opportunity.

Parks & Recreation Director Blankenship: Some of the finer points of the MOU would be things like they would have access to Barracuda Bay to do fundraisers. And that would be fundraisers for the Club in Riviera Beach, not for, for any other. They would have access to free swimming lessons for their kids. When I say free, it's the Drowning Prevention Coalition, which we do a annual agreement with. But, we work with them to, to get that set and, and make sure that their kids, and, and parents, that wanna get to swim.., taught how to swim, have that opportunity.

The other.., another finer point is, we will, with our Parks crews, mow their facility whenever it needs it. That puts more money back into their coffers. It doesn't take us long for a whole crew to go and mow that, compared to them having to pay a, a contractor to do it. So there, there's.., and it also includes Police Department and, and the Fire Rescue in this agreement as well.

So, it's a well-rounded agreement. You know, it wasn't created in a vacuum. There was a lot of thought that went into it. So, it's an exciting time for, for us.

And, I'll answer any questions that you may have.

Chair Pro Tem Miller-Anderson: Madam Chair?

Chairperson Lanier: Yes. Go ahead. You're recognized.

Chair Pro Tem Miller-Anderson: I don't have any questions about it, I just wanted to make a comment.

I know Ms. Freeman has been there… How long have you been there, Ms. Freeman?

[Inaudible comment]

Chair Pro Tem Miller-Anderson: Go ahead. Tell your age.

Ms. L. Freeman: It's year fifteen for me.

Chair Pro Tem Miller-Anderson: How many?

Mr. S. Cornette: Fifteen years.

Ms. L. Freeman: Fifteen.

Chair Pro Tem Miller-Anderson: Fifteen years. But she's been around much longer than that. And, you know, my heart is this. I, I love the Boys & Girls Club 'cause they did a lot for me when my son was younger, and she can attest to that because he went there from kindergarten to fifth grade. Right at that exact location.

And, just having that place for him to go from 2:00 to 8:00 o'clock, I didn't always make him stay to the end. I felt sometimes that he was there but, you know, it was available. And so, you know, if we can offer more kids the opportunity to participate, if we're able to be good neighbors, I'm in full support of the program.

And, I look forward us being able to do additional programs too, so that we can get back to how we used to be. You know, being born and raised here, there were so many programs. And I know that we can get back to what we had before. And, if we are, are able to provide some assistance to the Boys & Girls Club while we're helping ourselves as well, I, I'm in full support of it.

So, thank you all so much for the, for the partnership.

Chairperson Lanier: Thank you.

Are there any other questions for this group?

Mayor Felder: Ma'.., Madam Chair? I don't have a question but just…

Chairperson Lanier: Yes.

Mayor Felder: Full support. I know Ms. Freeman. I've been to the Club a couple times. She runs a tight ship, but well organized and, I tell ya, I was just blowed away, just to see what she's doing, so we can offer help to more kids.

I definitely support this MOU.

Chairperson Lanier: Thank you.

City Manager Evans: Ma'…

Chairperson Lanier: Thank you guys…

City Manager Evans: Madam Chair?

Chairperson Lanier: …for your presentation. We really appreciate it.

City Manager Evans: Madam Chair, if I may?

Chairperson Lanier: Yes.

City Manager Evans: One of the other components I think that's also important about the relationship, is the wrap around services that the Boys & Girls Club provide. So, they don't just look at the child in the environment, they actually look to help the families, whether it's, you know, access to food or job placement. And those are certain services that we don't have the bandwidth, that they can assist. And so, that was the thing that really memorialized the importance of having this type of relationship in our community and making sure we're not duplicating things and focusing on the things that we do exceptionally well, and the things that they do exceptionally well.

So, there are a lot of other programs, and a lot of other offerings. Now, with this relationship, should the Board approve it, there will be comarketing, cobranding opportunities where they would utilize our logo, we'll utilize their logo. So it really just bolsters what we have going on in our community.

So, we definitely appreciate the Board's support as we move forward.

Chairperson Lanier: Thank you. Madam Clerk.

City Clerk Anthony: Lloyd Brown.

Mr. L. Brown: How ya doin'? I know you knew I was coming up.

Anyway, I have a friend… You know, I know the Boys & Girls Club, that's great. But I have a friend who told that he has some kids, that they have to practice outside of Tate and whatever. They're not allowed to come in the gym. He can't bring his kids in the gym. And these are things that are.., he was trying to do. He work with basketball players in the third grade, I think the fifth grade, and he says the tenth grade. But he says he's not allowed to go in the gym anymore, in Tate gym. They, they barred him from there. But he's been working.

Okay. Like, I see the Boys & Girls Club, but when I was coming up, there wasn't no Boys & Girls Club, and we didn't need to go through this because there were people at the park supervising. They were, like.., I would, I would call them role models. You know, I didn't.., like, I knew… I had a mother and I had a father. But there's a lotta kids that only have mothers. But you know what? There were a lot of grown up people at these parks that we don't have now.

I'm, I'm not putting down the Boys & Girls Club. But, I mean, what happened to those parks? You know, where you had, like, somebody to look up to? You had role models. You know, when you took all that out, I mean, the Boys & Girls Club, she said

two hundred and fifty to whatever. You know? But there are more kids out here than that.

And I'll tell you like this, I see more than two hundred and fifty kids walking around the street every day. You know, smoking cigars and doing whatever. And like, when I was coming up, Bo'.., like I said, the Boys & Girls Club wasn't there. My sister, she ran the park at this time. They had Cedar. And at our park, we had two hundred and fifty people over there every day. And there wasn't no club, but we had a supervisor.

We had Art [sp] Calloway, we had Jose at the gym. And there was a lotta people. And you know what? The kids who came there, like me, when I came there, I watched these other individuals who were playing basketball. So, I wanted to do like them. So now in these parks, you don't have anybody in there. I mean, you, you were saying at Wells and Tate's or whatever.

But, like, Goodmark Park and all them places, you don't have supervision there. You need to bring it back because for one thing, when you got down to that park and you started acting stupid, Mr. Calloway gonna say something. And you learned to respect older people. You didn't have to have a father at home. They were there out at these parks.

So, I mean, I understand the Boys & Girls Club. But like, this one guy, he just wanna know why he can't bring his people in the gym. He was on the news, I think about a week ago, where he was talking about these kids. He said they're third grade. Whatever. Anyway, some kids he got in these basketball teams, but they don't allow him to come in the gym and practice.

And okay. You're saying that it'll help everybody in the community. So.., because he's not in the City to let.., or, he's not in the Boys & Girls Club, that mean' that those kids that he got, they're gonna be left out the full, you know, benefits of this situation?

[Timer]

Mr. L. Brown: And… Thank you.

Chairperson Lanier: Thank you, Lloyd.

Could you.., Mr. Blankenship, could you speak with him about that? Thank you.

Madam Clerk.

City Clerk Anthony: Councilperson McCoy?

Councilperson McCoy: Yes.

City Clerk Anthony: Councilperson Botel?

Councilperson Botel: Yes.

City Clerk Anthony: Pro Tem Miller-Anderson?

Chair Pro Tem Miller-Anderson: Yes.

City Clerk Anthony: Chair Lanier?

Chairperson Lanier: Yes. That is the end of our Consent Agenda.

UNFINISHED BUSINESS

PETITIONS AND COMMUNICATIONS FOR FILING

AWARDS AND PRESENTATIONS

3. Chairperson Lanier: We have the next Item, which is No. 3. Madam Clerk.

City Clerk Anthony: PRESENTATION ON INTERIM BUDGET REPORTS.

RANDY SHERMAN, FINANCE AND ADMINISTRATIVE SERVICES DIRECTOR, 561-845-4040

City Clerk Anthony: Madam Chair, Members of the Board, there are no public comments on this Item. The acceptance of public comments on this Item is now closed.

Chairperson Lanier: Thank you. Mr. Evans.

City Manager Evans: Madam Chair and Members of the Board, I would like for Mr. Sherman, our Finance Director, to make the presentation this evening.

Finance and Administrative Services Director Sherman: Good evening everyone. Randy Sherman, City Finance Director.

If you recall, back when the HCT was here to present the 2019 audit, they presented a number of findings. One of the findings was that we should.., that the Finance Department should presenter interim financial reports to the Council.

So this is our first, first one. I probably will be back quarterly with these types of reports, unless you desire to have them more frequently. The format may change over time as we learn what you're looking for. But tonight, we'll walk through. You should have a copy of this in front of you. I left one on, on each station.

So, what we have here, this is the general fund year to date revenues for June 30, 2021. And I will tell you, trying to get out June statements for July 7th meeting, that June is not fully cooked yet. [Chuckle]. But, you know, we're presenting the, the June statements. I think, in the future, we probably will come to the second meeting of the month. So we know that the month is, is closed.

Let me just walk you through what's on the slide. We have our revenue categories. These are the same revenues that you would see in our financial statement. And then

here, we have the first set of numbers. That's June of 2021. Next to that is June of 2020. So you can compare, you know, from year to year. The next column is the 2021 budget. Then we have the 2021 year to date actual, and then the percentage.

So, if you look at.., just across the blue line where it says 101 General Fund. The reports do total to the top. So at this point, for the General Fund, we have collected $71.9MM out of the $81.9MM budget. Last year at this point, remember, we were in the middle of a pandemic, through June, we had collected $70.5MM.

Looking on the expense side. Again, we can give you more detail, less detail. You know, as long as you, you know, just tell us what you're looking for. But again, what we have here, we have each department, and then each cost center under the department. Again, it's the columns for the numbers, so you have June compared to June. And then you have the actual compared to the budget, both for 2020 and 2021.

As you see here, there is.., everyone is under a hundred percent. You know, from June, you should be somewhere, again, around seventy-five percent of your operating budget.

And then, the rest of the General Fund is on Page 3.

Now, you may see a cost center within a department may be over a hundred percent, but their departments are aware of that and they're in the process of making some line item transfers.

On Page 4, what we did is we listed out all of the revenues for the rest of.., or, for our enterprise funds. So again, at the top, you have the Utility District. Then we have the Marina, Solid Waste, stormwater, and then parking at the bottom, which has nothing at this point. So again, you can go through, same columns. If you look at, for example, at the Utility District, year to date, we've collected seventy-two percent, where last year at this point, we had actually collected seventy-nine percent.

The Marina, again, you through all of these. And again, there's no, for [stammer], the good news is at this point, is there really are no red flags that we're seeing in any of these financial statements.

The next slide, we have the expenses for those same enterprise funds. Again, you have Utility, Marina, Solid Waste, stormwater, and parking. So again, you can see, again, Utility is a good one. Year to date, we've spent seventy-eight percent of the budget. Last year at this point, we had spent seventy-nine percent of the budget. So they're, again, fairly consistent going year to year. Again, no, no red flags. You know, we talked about the Utility District a couple meetings ago. But again, they're plugging along. They will remain within budget.

And then finally, we have a number of what we call Internal Service Funds. These are the funds that really service the City itself, rather than, you know, outside of the City. So you have IT, the insurance fund, and then fleet services. Again, same columns. Work

across. As you see here, these are the revenues. These funds are a hundred percent funded on day one of every fiscal year.

They again, they are billing the other City departments. We fund that right up front in October. So that's why you see a hundred percent of collected funds. And then on the expense side, again, you've got the comparison between the two years.

And with that, I can take any questions or comments or suggestions for the next presentation.

Chairperson Lanier: Very good.

Madam Clerk, do we have any public comment for this Item?

City Clerk Anthony: Madam Chair, Members of the Board, there are no public comments on this Item.

Councilperson McCoy: Madam Chair?

Chairperson Lanier: Thank you.

Yes. Go ahead. You're recognized.

Councilperson McCoy: Thank you.

Mr. Sherman.., Mr. Sherman, reserves. Do you foresee that we can put this in, I guess, whatever the reserves amount are? I guess at.., which will be at a current point of time, probably at that June 30th date going forward?

Finance and Administrative Services Director Sherman: I'm sorry, Councilman. I…

Councilperson McCoy: Reserves. I was asking about, could you put the balance of what our reserves are at a, at a given time, such as this June 30th date going forward?

Finance and Administrative Services Director Sherman: We can.

Councilperson McCoy: And…

Finance and Administrative Services Director Sherman: Yeah. We can…

Councilperson McCoy: Also…

Finance and Administrative Services Director Sherman: …do that.

Councilperson McCoy: I guess, since you said this gonna be going forward, probably the second meeting in the month, I, I.., this is my first time seeing it, so I guess it's good information. And if I remember correctly, one of the findings from the audit report said this stuff will be readily online for, not just us but for the public as well?

Finance and Administrative Services Director Sherman: It is. It, it's out there right now. The link is on the Finance page. And we will be moving it over to the front page, so it will be more visible and easier to find.

Councilperson McCoy: And it, and it'll be updated quarterly? I imagine?

Finance and Administrative Services Director Sherman: No. It's updated as transactions take place. So…

Councilperson McCoy: Daily?

Finance and Administrative Services Director Sherman: …if I run payroll today, those payroll numbers will be in there tonight.

Councilperson McCoy: Okay. Good deal. Thank you.

[Inaudible dais comment]

Chairperson Lanier: [Chuckle]. Yes. Are there any other questions in regards to this…

Councilperson Botel: I…

Chairperson Lanier: …presentation?

Councilperson Botel: Madam Chair?

Chairperson Lanier: Yes.

Councilperson Botel: Just out of curiosity, why are we at a hundred and forty-one percent expenses in the general liability insurance risk management column?

Finance and Administrative Services Director Sherman: That's going to be due to the number of claims and settlements we've had. You know, you see them on your Council meeting to, to approve those settlements. So, when we budget for the insurance fund, they always give us a number on how much we should be coming out of our reserves. 'Cause again, we keep a lot of reserves for every claim. So what that does, at the end of the year, we'll adjust that against the reserves.

Councilperson Botel: Okay.

Finance and Administrative Services Director Sherman: And then next year, we fund the reserves again and…

Councilperson Botel: Okay. Thanks.

Finance and Administrative Services Director Sherman: Okay?

Chairperson Lanier: Any…

Finance and Administrative Services Director Sherman: Thank you.

Chairperson Lanier: …other questions?

Thank you, sir.

Next Item, Madam Clerk.

4. City Clerk Anthony: PRESENTATION ON FINANCING OF FIRE RESCUE STATIONS 86 AND 88

RANDY SHERMAN, FINANCE AND ADMINISTRATIVE SERVICE DIRECTOR, 561-845-4040

City Clerk Anthony: Madam Chair, Members of the Board, we do not have public comments on this Item. The acceptance of public comments on this Item is now closed.

Chairperson Lanier: Very good.

Mr. Evans.

City Manager Evans: Madam Chair and Members of the Board, the presentation this evening is gonna be done by a representative from PFM. The intent about this presentation is to gain perspective from the Board as to how you would like for us to proceed.

In the solicitation that we moved forward Station 88, we contemplated a finance component. And so, we have had the opportunity to provide PFM with the financing structure that is being proposed, and then looked at what options the City had as a result of the information. And so, we are going to share with you that presentation.

And then after the presentation is concluded, we would like some direction from the Board as to how you wish to proceed related to the financing options for Fire Station 88. And we also incorporated the component necessary to fund Fire Station 86.

If the Board, and when the Board, does provide us with direction on both of these financing tools that are in front of you, then we would have subsequent community meetings with the impacted areas to ensure them about how we would mitigate some of the challenges associated with some of the sites.

Obviously, we know Station 88 is, is moving forward. But Station 86 is on a site that is going to garner community input and feedback, and some perspective. And so, we did want to have the discussion with the Board early on, and then bring back whatever financing tool the Board thinks is appropriate as we move through the process.

So at this time, I'm gonna turn the presentation over to Sergio from PFM.

Mr. S. Masvidal: Thank you, Mr. Manager. Good evening, Council Members. Sergio Masvidal with PFM Financial Advisors. Thank you again for your time this evening. I will try to cover this at a pretty high level and then leave some, some time for questions at the end. If that's okay with everybody.

As the Manager indicated, we are talking about the financing alternatives for Station No. 86 and Station 88, and comparison to the response you received from the private sector.

So, just a very high level. I'll, I'll start with a summary. The prior.., one of the prior meetings you had, you established a very strong development team here to develop the, the Stations. And that was a result of your design-build RFP the City put out. A component of that RFP or response, was a private sector financing option, that they provided to you. At that meeting, it was requested of, of the Finance team to go back and compare that option, the private sector financing to what the City could alternatively do on its own.

It certainly.., private sector financing can certainly be attractive to municipalities that don't have readily.., ready access to the markets, capital markets, or high credit ratings. However, in the City's case, as you all are aware, you do have this ability to get a public improvement bond security lien. It's a double A minus rating, which is a very strong rating, triple A being the highest, double A being a notch below that. So, that's a very strong credit rating in today's market.

You also have bond outstanding on that lien. So it's a, it's a credit lien that the investors understand very well, in the, in the broader marketplace.

And then finally, we really wanted to compare the cost effectiveness of that City self-financing versus the private option that was, that was put forward to you. And I have a summary page in here that shows really the, the savings that the City would, would have by self-financing. It's about two.., possibly two to $3MM on net present value basis. It's three to $5MM on a gross basis over the term of the financing. So, pretty significant numbers, using the City's own financing mechanisms.

The other important point, if I remember from that pres'.., from that last meeting, was the time to fund. I think that was very important to City Council, making sure we can get these projects in our shovels.., shovels in the ground, relatively quickly. Time to find, again, as I mentioned, the City has a established credit, established investor presence. We think six to eight weeks is about the time to fund there. So, very similar to what the, the private sector has indicated they can do.

Very quickly, as a refresher. I've presented two.., these next two slides at prior meetings. Just really giving you the, the broad spectrum of how P3s work priv'., public private partnerships. On the left hand side, you have the public sector, on the right hand side, you have the private. And then, there's kind of this range in between. You know, design-bid-build, all the way to a full asset sale or concession of an asset. Really what you're talking about is a design-build, kind of right in the middle there.

In addition to that, the capital methods of sourcing your financing, also range from public sector financing, all the way to private financing. I'll focus here on that, on that last bullet. Typically, private sector financing is more expensive than what you can do on your own. This was also included in the presen'.., in the presentation and the materials you received from the private response. They readily admit, public sector financing will be more cost effective, however, they wanted to provide you with this option. That makes all the sense in the world.

Getting to the kind of the, the core of the conversation here. We ran numbers comparing the private sector proposal you received, both for a twenty year and a thirty year term, compared to under current market conditions, what the City could, could raise in their own financing. As you'll, as you can see in the slide, I know the table's a little bit busy so I'll try to hit the high points.

Your financing costs on the.., for the City definitely results in, in a cost less than three present. Anywhere from 2.2 to 2.9 percent, depending on that term. Again, twenty to thirty years. Total savings, as I mentioned earlier, three to $5MM, over the term of the financing. Again, for the twenty and thirty year term.

On a present value basis, that's anywhere from two to $3MM. Present value, in today's dollars. Of course, those savings are gonna vary by year, depending on the, the final structure that's recommended.

And a couple other things I wanna highlight here is, you'll see in the columns in the table, on the far left, we have the Special Purpose Entity proposal at a thirty year financing. The closing cost indicated there is.., let me back up here. Every number that, that we ran included the same cost for construction, all the same FF&E. Same basic costs. The only differences are the closing costs, really, that were included there. And you can see the closing costs there in that last row, where I have estimated COI, Cost of Issuance. For the special purpose vehicles, it's about $1.2MM. And for a City financing, is about a quarter of a million dollars. So that's, that's one.., a big difference as well.

And now, I just wanted to wrap up here in conclusion, with our considerations to move forward. I think the City really can achie'.., achieve, best achieve, the objectives that you wanted to at the outset by combining both of these. You get.., you can achieve your speed of delivery, a high quality project using design-build method that you've laid out. And then, merging that with your own cost to fund, which is the lowest cost to fund you can achieve in the market today.

What else does that do? We believe, by structuring this appropriately, probably a twenty year term here. You can preserve your financial flexibility for other projects, that undoubtedly will come forward at the City and also preserve your credit ratings. I think that maintaining a strong credit rating is something we certainly advocate for and I know your Finance Director does. So, we wanna maintain that double A category rating. Absolutely.

And then, as far as.., one thing the Council said loud and clear, the timing of this. You know, we don't wanna delay the project by delaying the financing. Again, we can expedite the financing and do this very quickly, in a six to eight week window, to have funds in hand. So, from here to the next step, we'll bring financing documents to you at a meeting in July. We have July 21st, right now, penciled in.

We would lock your borrowing rate, about early to mid-August, and then close on funds. That means funds in the bank for the City by the end of August. So timing, again, very quick. We can move forward here.

So, with that, I'll wrap up. Say thank you for your time, and take any questions you might have.

Chairperson Lanier: Thank you.

Are there any questions about this presentation?

Councilperson McCoy: Yes. Madam Chair?

Chairperson Lanier: Yes.

Councilperson McCoy: So, can we go…

Chairperson Lanier: Go ahead.

Councilperson McCoy: …back to number five, please?

Mr. S. Masvidal: Sure.

Councilperson McCoy: So, I, I guess I wanna make sure that we elaborate on.., I don't wanna use the word overextending, but if we were to finance ourselves, what that does to our actual ability to raise capital in the future, if we have some other projects that, that may come up compared to us using the private market. And I believe the closing cost is line number.., the last line.

Mr. S. Masvidal: Right.

Councilperson McCoy: City financing is two seventy-six versus two ninety-one. And I wanna make sure I understood. Did you say six to eight weeks to financing in hand?

Mr. S. Masvidal: Correct.

Councilperson McCoy: Okay. As opposed to… Wow. That's quite a bit of interest. But, you know, I, I think it takes a little more analyzing this because, I mean, if we take the thirty year option, whether we decide to do, I guess the cost to close, two seventy-six, the interest is $19MM, compared to $20MM, would that still be on… I guess that's a Randy Sherman question. But.., or, or even Mr. Evans. Will that still be on our books if we chose to do the public private partnership? Will that still be on our books as, as debt?

City Manager Evans: Yes, it would be.

Mr. S. Masvidal: Yeah. I can actually elaborate on that, if you'd like, Councilman.

Councilperson McCoy: Yes, please.

Mr. S. Masvidal: So, from the credit agency perspective, and public private partnerships are nothing new, and they certainly have gained more attraction over the years. From a credit agency perspective, even the auditors, what they found is, you know, whether it's a publicly offered bond that the City finances, or a long term contract that you've entered into with another.., with a third party, a payment will be due. So they are counting that the same way on the City's books, if you will.

So while the.., it's technically maybe not on your balance sheet, every year, you will have an obligation to make that payment. In this case, the case of the Fire Stations, it's a, it's a, a lease with a third party. If, for whatever reason you defaulted on that lease and you didn't make a payment in a year, the Fire Stations basic'.., you would.., you, you would lose the, the use and the access to those Fire Stations.

So, from a credit agency, from auditing perspective, they're treated the same.

Councilperson McCoy: Follow up.

Mr. S. Masvidal: That's a good question.

Councilperson Lanier: Go ahead.

Councilperson McCoy: So what really drives this such, I guess, this, this huge disparity between the cost of closing doing private financing as opposed to the City going out for bonds. What, what drives that from the market purposes?

Mr. S. Masvidal: Sure. I don't wanna go too far as to what the.., what drives the closing costs for the private sector. I'm not sure I'm completely prepared to speak to that 'cause I don't, I don't know their funding mechanisms. Each private sector will have their own.

However, I can tell you that certainly, some of the cost that they imbed in there are just gonna be higher than what the public sector costs are. Just by the, the virtue of City financing and munic'.., municipal financing being around for over a hundred years versus private sector financing being a little bit newer vehicle. There's just additional costs imbedded in there.

But that's only one factor here, right? That's the upfront cost of issuance. I would also, as you've already astutely pointed out, you had the difference in the interest. So it's really the, the cost of borrowing. When you're talking about a difference of, you know 2.2

698 percent for a twenty year financing versus 3.06 percent versus a private financing, that's
699 driving the difference in the, in the interest cost.

700 **Councilperson McCoy:** Madam Chair, follow up.

701 **Chairperson Lanier:** Go ahead.

702 **Councilperson McCoy:** Do you have, or was it in the proposal from Kaufman Lynn,
703 their timeframe for financing?

704 **Mr. S. Masvidal:** I believe in their proposal, and I'm going off memory, Mr. Sherman
705 might remember better. I believe it was the same.

706 **Councilperson McCoy:** Okay. And last question. Gosh, what was it? [Pause]. I can't
707 recall.

708 Okay. Alright. That's it for now. Thank you.

709 **Chairperson Lanier:** Alright. Thank you.

710 Any other questions for the gentleman? [Pause]. Thank you, sir, for your
711 presentation.

712 **Mr. S. Masvidal:** You're welcome. Thank you.

713 **Councilperson McCoy:** And, and I wanna see… Can we have that slide?

714 **Councilperson Botel:** Yeah.

715 **Councilperson McCoy:** Provided for us?

716 **Mr. S. Masvidal:** Yeah. Absolutely.

717 **City Manager Evans:** Yes. Madam Chair, if I may?

718 **Chairperson Lanier:** Yes. Go ahead.

719 **City Manager Evans:** In, in regards to this presentation, Staff is requesting direction
720 as to how the Board would wish to proceed. Obviously, based on the information that's
721 contained in the presentation, Staff's recommendation that we look to go to the bond
722 market ourselves because we see that there is substantial cost savings, and we can
723 effectively close in the same amount of time and get the capital on hand to be able to
724 move forward with the construction of both Fire Station 86 and 88.

725 So, Staff is requesting, you know, if it is the pleasure of the Board to move forward
726 with preparing the necessary loan documents to bring that back to you at a subsequent
727 meeting. But, we are asking for direction with this particular Item so we can move through
728 the process.

Councilperson Botel: Madam Chair?

Chairperson Lanier: Yes. Go ahead.

Councilperson Botel: Does Staff have a recommendation with regard to twenty versus thirty years?

City Manager Evans: Madam Chair, I'll defer to the financial advisors.

[Chuckles]

Chairperson Lanier: Okay.

Mr. S. Masvidal: Thank you, Councilperson.

I, I think we would probably defer that decision, if that's okay with you. We do have to bring the finance documents, as the Manager eluded to, a couple times before this Council again. So, we'll probably come back to you with that term.

Right now, I would say, if you would say no more than thirty years, that would give us flexibility to see what the markets have done between now and then.

Councilperson McCoy: Question.

Chairperson Lanier: You're, you're finished?

Councilperson Botel: Yes.

Chairperson Lanier: Okay. Go ahead.

Councilperson Botel: [Inaudible].

Councilperson McCoy: Well, thank you for that. And that certainly is gonna be a good point because we talked.., I mean, you did mention the present value. And, obviously, if you're gonna be extending an additional ten years, I think certainly there's gonna be some changes over a ten year period of what that value amount is that you're getting financing.

Also, my, my question that I couldn't recall for.., so, if Mr. Evans, or perhaps anyone that can answer this question, if we choose to go to the bond market ourselves, does that materially change the solicitation that we put out? That would create any kinda, perhaps…

City Manager Evans: Madam Chair, if I…

Councilperson McCoy: …problems later?

Chairperson Lanier: Yes. Go ahead.

Councilperson McCoy: With regards to the solicitation document, we have the language in there that we can take out that particular component. We did want to see if that was something that was gonna render better results, but we do have the flexibility in the solicitation document, and the proposer who was .., they have a.., their financier is Municipal Acquisition.. They.., we've been in conversations and contact with them, that.., and we were telling them that we were gonna share with the Board, both options and be able to move forward accordingly.

So, that has been communicated in the document, as well as in verbal and, and written communications with them throughout the onset of the project.

Councilperson McCoy: Thank you.

Chairperson Lanier: Okay. Very good.

Councilperson Botel: Madam Chair?

Chairperson Lanier: Go ahead.

Councilperson Botel: I make a motion that we use City financing for the design-build projects for the Fire Stations.

Chairperson Lanier: Second?

Chair Pro Tem Miller-Anderson: I'll second. And I have a question.

Chairperson Lanier: Go ahead.

Chair Pro Tem Miller-Anderson: So.., and I may.., I think we had some little, short discussion on it, but where does that put us in terms of being able to do other projects? Will that tie us up

City Manager Evans: So, we had the discussion related to, you know, based on the Reimagine session and where City campus goes and, and what facilities. The desire would be to look to implement the Fire assessment and pledge that revenue to be able to pay for the bond issuance. That thirty-five, or $33MM, and if there is a revenue stream that's associated to pay that, provides us the flexibility to be able to move forward with the capital construction of a new City Hall campus.

So, we would look to bring forward, after the community conversations and the discussion and…

Chairperson Lanier: Wait.

City Manager Evans: …bring back…

Chairperson Lanier: Hold on a second.

City Manager Evans: …to the Board.

Chairperson Lanier: Repeat that again.

City Manager Evans: So, the $35MM that you would get for the Fire Stations.., to construct the two Fire Stations, you would need to have some type of revenue stream that would be pledged to be able to pay the debt service associated with the borrow. If you say that you're going to move forward with the fire assessment, which the Board has given us direction to have community conversations about, if that revenue that's collected from the fire assessment goes exclusively to the debt issuance, paying the debt issuance, which is our recommendation, then you still have the flexibility to go back to the market for a fifty to $75MM City Hall Campus.

The Utility District has a separate set of funds and a separate credit rating and separate revenue that would be pledged for the $150MM borrow that we would look to move forward with. So, you, you actually have different tranches of money. Plus, you have the $23MM from the sales tax that you have, that will be put towards that City Hall Campus.

Then, when the Utility District comes online and, assuming we consolidate the Public Works and the Utility District on the same site, you have the warehouse building that, when we acquired it, we acquired it for $7MM. We've got an appraisal, probably back in 2017 that it was about $10MM. If you appraise that same site again, it may be worth about thirteen to $15MM. So, you have that asset, if you were to sell that and put that towards the City Hall Campus.

So there's, there's a lot of layered funding that would go into it. But, it is paramount that we look to have a revenue stream that is set aside for the purposes of moving forward with these, these Fire Stations because, if not, then it impedes your ability to be able to move as quickly as we'd lie to move with regards to these Stations.

Chair Pro Tem Miller-Anderson: Okay. Thank you.

Thanks.

Chairperson Lanier: Got it?

Chair Pro Tem Miller-Anderson: [Inaudible].

Chairperson Lanier: We have a motion on the floor?

Councilperson Botel: Yes.

Chairperson Lanier: Second.

[Inaudible comment]

Chairperson Lanier: Madam Clerk..

City Clerk Anthony: Councilperson McCoy?

Councilperson McCoy: Yes.

City Clerk Anthony: Councilperson Botel?

Councilperson Botel: Yes.

City Clerk Anthony: Pro Tem Miller-Anderson?

Chair Pro Tem Miller-Anderson: Yes.

City Clerk Anthony: Chair Lanier?

Chairperson Lanier: Yes.

Thank you. Our next Item, Madam Clerk.

City Clerk Anthony: Item No. 5 was removed from the Agenda.

6. City Clerk Anthony: We're on to Item No. 6.

City Clerk Anthony: PRESENTATION OF THE CITY'S AUDIT FOR… THE AGENDA READS 2018/2019 BUT IT'S SUPPOSED TO READ 2019-2020.

RANDY SHERMAN, FINANCE AND ADMINISTRATIVE SERVICES DIRECTOR, 561-845-4040

Chairperson Lanier: Mr. Evans.

City Manager Evans: Madam Chair and Members of the Board, this is the presentation by our audit firm. Mr. Harvey is online, I believe. Mr. Harvey, are you there?

Mr. R. Harvey: Yes, we are.

City Manager Evans: Alright. I'm gonna turn the presentation over to Mr. Harvey, and his audit firm, to provide for the audit for this past year.

Chairperson Lanier: Thank you. Mr. Harvey.

Mr. R. Harvey: Good afternoon everyone. Roderick Harvey with HCT Certified Public Accountants and Consultants. At this time, I would like to have Mr. Thomas Williams, III, our Audit Manager, kick off our audit presentation.

Mr. T. Williams: Good evening, Madam Chair, Members of the Commission. My name is Thomas Williams as Mr. Harvey stated, Audit Manager. And we are pleased to present to you our audit results for the September.., year ended September 30, 2020 audit.

Our audit was, was completed and we have issued an unmodified opinion.

Councilperson McCoy: Madam Chair?

Chair Pro Tem Miller-Anderson: Madam Chair?

Councilperson McCoy: [Inaudible.

Mr. T. Williams: [Inaudible].

Councilperson McCoy: Madam Chair, can we…

Chairperson Lanier: It, it's…

Councilperson McCoy: …stop him? Because…

Chairperson Lanier: …a bit muddled, sir. We can barely make out what you're saying. Maybe… It just needs to be a little clearer. We can hear you but it's very muddled.

Mr. T. Williams: Okay. Let me try something different then. [Pause].

Chairperson Lanier: Use your computer instead of your earphones. [Pause]. Now we can't hear you. But if you use your computer microphone instead of your earphone microphone, maybe we can hear you a little bit more clearer. [Pause]. We cannot hear you at all now, sir.

Mr. R. Harvey: [Inaudible].

Chairperson Lanier: We can hear you, Mr. Harvey, but we can't hear your colleague.

Mr. T. Williams: Can everybody hear me now? [Pause]. Can everybody hear me now?

Chairperson Lanier: Yes.

Mr. T. Williams: Okay. Sorry for the technical difficulties.

Chairperson Lanier: It's okay. Go ahead.

Mr. T. Williams: We are pleased to meet with you today to discuss the results of our audit of the City of Riviera Beach, for year ended September 30, 2020.

Our audit was conducted in accordance with the terms established in the Engagement Letter dated February 17th of 2021.

At any point during this presentation, we will be more than happy to elaborate on anything we have covered thus far. Our audit was completed and we have issued an unmodified, our clean opinion on the financial statements for the City of Riviera Beach, on Sept'.., I'm sorry. For.., on June 28, 2021.

Today, we will discuss our audit results and other required communications. We will present supplementary supporting slides and, and other required communications. As well as, we will discuss the responsibilities of those charged with governance, with management of the City and ourselves as your auditors.

Our audit was completed and performed in accordance with the auditing standards, generally accepted in the United States of America, and the standards applicable to the financial audit contained in the Government Auditing Standards issued by the Comptroller General of the United States, and in accordance with Chapter 10.550, Rules of the Auditor General of the State of Florida.

There were no changes to our Audit Plan, our Risk Assessment and our Planned Audit Strategy. We have issued an unmodified opinion on the following reports. Our Independent Auditor's Report, our Independent Auditor's Report on Internal Controls over Financial Reporting and Compliance, our Independent Auditor's Report on Compliance for each major program and on the Internal Control and Compliance over the major program, our Schedule of Findings and Questioned Costs, our Independent Auditor's Report on Compliance with the requirements of Section 218.415 of the Florida statutes, and our Management Letter in accordance with Rules of the Auditor General.

At this moment, there are no outstanding items for the audit ended September 30, 2020.

Chairperson Lanier: Hold on one second, sir. Can we see this on the screen?

Mr. R. Harvey: You should be able to. I'm sharing my screen.

Chair Pro Tem Miller-Anderson: Oh, I see. Okay. 'Cause I…

Mr. R. Harvey: I, I…

Chair Pro Tem Miller-Anderson: …see it [inaudible].

Mr. R. Harvey: Are you able to see?

Chairperson Lanier: No. We can't see it.

Media Team: I don't have a copy [inaudible]…

Chairperson Lanier: Oh, I see.

Media Team: [Inaudible].

Chairperson Lanier: I see. We don't have a copy of this presentation. It's very difficult for us to see it small on the screen the way it's presented. But, go ahead, sir.

Mr. T. Williams: Sorry about that.

Media Team: [Inaudible].

Councilperson McCoy: Well, let, let him send it because it.., I mean, that's almost like…

[Inaudible comment]

Chairperson Lanier: Yeah. Can you guys send a copy of that to us right quick?

Mr. R. Harvey: We can.

Chairperson Lanier: Send it to the.., send it to the City Manager and he can send it to us. Because we want.., we really wanna follow along but we can't see it at all.

Chair Pro Tem Miller-Anderson: And the public wants to see it.

Mr. R. Harvey: Okay. No problem.

Chairperson Lanier: And plus, the…

Mr. R. Harvey: [Inaudible].

Chairperson Lanier: …public wants to be able to look at it as well.

Media Team: The public can see it.

Chair Pro Tem Miller-Anderson: Oh, they can see it?

Media Team: [Inaudible].

Chairperson Lanier: Oh, I see.

[Inaudible discussions waiting for delivery of presentation]

Chair Pro Tem Miller-Anderson: Can Mr. Evans send it to Walter as well? And then, can Walter put it up? If he sends it to him? Yeah?

City Manager Evans: Yes.

Chair Pro Tem Miller-Anderson: Okay.

City Manager Evans: As soon as I get it, I'll, I'll send it to over.

Chairperson Lanier: Give us a second, sir. I, I heard this presentation and its very good, so I want the public to be able to see it, as well as my colleagues.

Mr. R. Harvey: Commissioner Lanier, we just sent it over. I sent it to the Manager only. So he…

Chairperson Lanier: Very good.

Mr. R. Harvey: …should have it in a few minutes.

Chairperson Lanier: He just sent it to him.

[Inaudible dais comment]

[Pause]

Media Team: [Inaudible].

Chairperson Lanier: Okay. Okay.

[Pause]

Chairperson Lanier: Have you gotten it?

City Manager Evans: Alright. Yes. Just got it. It just came…

Chairperson Lanier: Okay. Very good.

[Pause]

Chairperson Lanier: You just got yours?

Councilperson Botel: Got it.

Chairperson Lanier: Alright. Yeah. Alright. I have mine as well. Alright. We just received it in our email. You can go ahead and proceed with the presentation, sir.

Mr. T. Williams: Thank you very much.

Chairperson Lanier: What slide are you on?

Mr. T. Williams: We are on slide four.

Chairperson Lanier: Alright. Very good.

Mr. T. Williams: And lastly, the significant accounting policies can be found in, in Note 1 of the financial statement are Page 51.

The following are significant accounting estimates that we identified during the course of our audit. The depreciation of the useful life of your capital assets, the fair market value of your investments, the fair market value of your pension and open assets and liabilities, and the allowance for debtful.., doubtful accounts in your accounts receivable.

The following are significant risks and audit matters that.., that we receive at the beginning of each audit to ensure that we look out [stammer] an unpredictability of our

973 testing. We pay particular focus to management override of a, of a internal controls, as
974 well as the revenue recognition.

975 The following are new accounting pronouncements that were issued during.., that
976 were issued prior years, that took effect in the current year. GASBY 84, which is dealing
977 with fiduciary activities. GASBY 88, dealing with certain disclosures related to debt,
978 including direct borrowing and direct placements. And, [stammer] GASBY 90, major'..,
979 dealing with majority equity interests, an amendment of GASBY Nos. 14 and 61. And
980 none of these had any significant impact on the City's financial statements for the year
981 ended September 30, 2020.

982 There were no uncorrected misstatements noted during the yar, as well as all
983 mista'.., all cor'.., adjusting entries noted had been made at the end of the year. And we
984 do believe that there were no financial presentation or disclosure omissions in the
985 financial statements.

986 We did identify some control deficiencies and we will discuss those starting on
987 Page 15 of this presentation. We did not identify any, any related party issues, to be
988 noted. And we do believe that all the related parties' transactions have been noted in the
989 financial statements.

990 And this last bullet point, it's just to note that, as your auditors, we have an
991 obligation, if you're gonna use these financial statements in other public offerings, we
992 have an obligation to read it to ensure that the financial information that is provide is
993 correct. But outside of that, we do not have any other obligations to perform any other
994 procedures or [stammer] cohobate any other information in, in said document.

995 There are a lot of bullet points here. I just wanna point out to a couple of them.
996 They, they are subsequent events. You can find that on Note 20 of the financial
997 statements, as well as the significant findings in, in the update on last year's findings. We
998 will go through those on slides fifteen through twenty-five.

999 And lastly, for this part of the presentation, we do believe, in our professional
1000 adjustment, that we are independent with respects to the City, as framed and opined by
1001 professional standards.

1002 And with that, I will turn over to the.., our Engagement Partner, Mr. Roderick
1003 Harvey.

1004 **Mr. R. Harvey:** Good afternoon, Mayor, Chairperson, Pro Tem, Council Members.
1005 Hello to the City Manager, Deputy Manager, City Attorney, City Clerk. City Attorney, City
1006 Clerk. My name is Roderick Harvey, partner with HCT. We will spend the next moments
1007 going through the items listed below, financial reporting, revenues, expenditures, capital
1008 assets, receivable and long term debt.

1009 Financial reporting is a process by which we want to ensure through our testing,
1010 that the City is employing gap as it's measured. And so, now we will look at several of
1011 the items as it relates to the FY 2020 [inaudible] for the City of Riviera Beach. Revenues

1012 total $135.9MM for the year 2020 compared to $134.9MM for the same period oof 2019.
1013 A major revenue source.., the major revenue sources were constant. We selected a
1014 sample of transactions and tested those revenue transactions for existence, accuracy and
1015 cutoff and, of course, the presentation of those revenues.

1016 As we move forward to expenses, expenses $129.8MM for the period 2020, as
1017 compared to $116.7MM for the period 2019. The increase can be mainly attributable to
1018 increases in general government and Public Safety. Again, we looked at the major
1019 transactions for expenditures with our testing. We looked at completeness. We also
1020 looked at accuracy, cutoff, and the presentation of those expenditures in the period of
1021 2020.

1022 Moving forward to capital assets. The final balance for capital assets, twe'..,
1023 $229MM, for September 2020 as compared to $216.8MM for 2019. The increase of
1024 $12.6MM is primarily due to CIP, or construction in progress.

1025 Looking at receivables, the balance of $12.6MM for 2020 as compared to $11MM
1026 or 2019. Yes, we confirmed those balances for the period ended 2020.

1027 Moving on to long term debt, the balance of $174.8MM is the ending balance for
1028 2020 as compared to $173.9MM for the same period ended 2019. The increase was
1029 primarily due to refunding of CRA notes, Series 2020A and Series 2020B. And we did
1030 confirm those balances with independent third parties.

1031 We have a responsibility as your auditors, the entity wide auditors, for the City of
1032 Riviera Beach, is to express our opinion. We also evaluate the Internal Control
1033 environment, although we don't express an opinion on the Internal Control environment.

1034 I wanna spend a few minutes and talk about the technical terms of a deficiency. A
1035 deficiency is an Internal Control matter in a design or operation of a control that does not
1036 allow management or employees, in the normal course of performing their assigned
1037 functions to prevent, detect a misstatement on a timely basis. Timely basis is around
1038 thirty to forty days.

1039 If we look at the two levels of deficiency, the lower level is a significant deficiency.
1040 And I would just summarize this type of deficiency is less severe than a material
1041 weakness, yet important enough to merit attention to those charged with governance. If
1042 we move to the highest level of a deficiency, which is a material weakness, I would just
1043 summarize that this is the reasonable possibility that a material misstatement in the
1044 entity's financial statements, will not be prevented nor detected or corrected, again, on a
1045 timely basis. Again, defining timely basis as within thirty to forty-five days.

1046 We will now spend a little time going over the prior year findings. Please note that
1047 as your auditors, or any auditor, we must report on the status of our comments, or those
1048 comments provided in the last report. And so, it's our way to report to you, the elected
1049 officials, appointed officials, what has been done to clear those items. So, as we look at
1050 our prior finding, again for 2019, this is 0-0-1, noncompliance as it relates to the reporting.
1051 That comment was fully implemented. We also had our finding in 2019, 0-0-2, that related

1052 to formal employee valuations. That management comment from last year was not
1053 implemented. It does have a target date of June 2021.

1054 Moving forward to deficiency 0-0-3, which deals with Parks & Recreation should
1055 not receive cash directly from rental facility clients. We evaluated that finding as not
1056 implemented. It does have a implementation of June 2021.

1057 Moving forward to prior finding 0-0-4, which talks about the Internal Audit
1058 Department should report directly to the Mayor and the Commission. We reviewed that
1059 finding and noted it as not implemented, but it does have a target date of June 2021.

1060 I also believe, and I'll wrap up, we noted that that item is set to come before the
1061 Commission here soon. So, we are aware of that. But again, when we reviewed, it was
1062 not buttoned up.

1063 Moving forward to management comment 0-0-5, employees should be trained and
1064 informed on all potential cyberattacks. We noted this one as implemented.

1065 Moving forward to 0-0-6, man'.., the Finance Department shall perform monthly or
1066 quarter end closed reporting. We did note that as partially implemented. I do wanna say
1067 I was very happy to see the presentation tonight and will say good job to Mr. Sherman
1068 and the Finance team.

1069 Moving on to prior finding 0-0-7, which dealt with the HR file review. We reviewed
1070 that and noted it as partially implemented. I do wanna say that the HR Department has
1071 done a good job in moving this ball forward with the resources and the people there. And
1072 so, we are very.., we are hopeful that that process, or progress will continue, as we did
1073 spend good time with HR and was glad to see some positive movement as it relates to
1074 that.

1075 Dealing with comment 0-0-8, the Legal Department, selecting various firms. We
1076 reviewed that and noted it as not implemented.

1077 Moving forward to, again, 2019, 0-0-9, the Procurement Department should
1078 include a Notice of Award, and a Notice to Proceed. We reviewed this item and noted it
1079 as fully implemented.

1080 And then, comment 20-10, deals with the Police Department should not receive
1081 cash directly for rental facilities.., from rental facilities clients before, during and after an
1082 event. We noted that as not implemented, but it does have a target implementation date
1083 of June 2021.

1084 Again, 0-11-11, which deals with the District.., Utility District time tracking. We
1085 reviewed that and noted it as not implemented, but it does have a target date of June '21.

1086 Moving forward to comment.., prior year comment 0-12, purchase power usage by
1087 employees and elected officials, we noted this one as not implemented. Again, it has a
1088 target date for 2022.

1089 Moving forward to prior year comment 0-13, dealing with reporting to the
1090 Commission, again, we noted this as not implemented. But again, we see that progress
1091 is happening, even today. And then also, 20-14, contract copies. We reviewed this prior
1092 finding and noted it also as not implemented.

1093 During our audits for the current year, we performed an audit various sections and
1094 functions and, as a result of our audit, we have several findings in the current year to put
1095 forward. And so, I will go through these finding'.., findings, hopefully, at a medium level.
1096 I don't wanna spend too much time, but I do wanna give enough time to it so that it is put
1097 forward.

1098 Our finding number one, relates to the City should require the database.., database
1099 Administrator position to report to, to the IT Director, or to the City Manager. We made
1100 that recommendation. There was a resp'.., there is a response. The City concurs with
1101 this finding and the related recommendation in that security of all systems should be
1102 centrally administered by the IT Department.

1103 City Administration and IT have budgeted for a position within IT to assume
1104 security roles, which also includes Tyler security.., Tyler application security,. Excuse
1105 me. In addition, we concur with the criteria above, the operational.., operations member
1106 and keypersons should be segregated from any distinct department of the municipal
1107 government.

1108 Moving forward to current year finding number two, which deals with the City
1109 should require grant agreements be subject to audit by Internal.., by the Internal Audit
1110 Department. We made our recommendation. There is a response. The office of the
1111 Internal Audit.., Auditor's Audit Plan is risk based, and thus, current audits are aimed at
1112 certain areas, which was considered high risk. The office will consider the risk grants to
1113 be audited based on the plan and availability of staffing.

1114 Moving onto our current year finding number three, the City should require
1115 candidate files and documents to be maintained in a locked file cabinet in the City Clerk's
1116 office. We made our recommendation. The response, in response to the discussion with
1117 HCT, the Office of the City Clerk relocated candidates'.., candidates' for elected office
1118 files, required to be maintained by the Florida Division of Elections, to the vault located
1119 within the office. In addition, a log was created for Staff to complete upon accessing the
1120 files.

1121 A quick short note, we did have a good discussion with the Clerk. We did
1122 subsequently see that log, and so, we feel that progress has already been made in this
1123 area as it relates to the Office of the Clerk.

1124 Moving forward to 0-0-4, the Parks & [stammer] Parks & Recreation Department
1125 [chuckle], should maintain cash, or have surprise cash counts. We made our
1126 recommendation as such. The City concurs with this finding and related
1127 recommendation, cash counting policy requires for quarterly spot audits since March

2020, Parks has not received any cash, but upon kicking that up in operations, they will also resume the quarterly audit.

Our comment number five deals with Parks & Recs, and they should have the ability to automate the supplies and maintain a safeguard against any unauthorized use of those supplies. Again, we made our recommendation. There's a response from management. The City is aware of the condition and is currently taking corrective actions. An inventory policy is being developed, which will guide Staff in managing inventory and small tools Citywide. In addition, Tyler includes an inventory module which will provide additional benefits.

Our comment number six, deals with the Procurement Department should seek and obtain a written memo or a letter of legal sufficiency. We made our recommendation. The City responded. The City disagrees with this finding and the related recommendation. It is overly burdensome for the Legal Department to review every solicitation document produced by the Procurement Department. The Legal Department will create standardized documents, a more efficient use of its time, which should be adopted by the Procurement Department.

Moving on to our current year comment seven, which deals with the selection of old vehicles being placed for sale. We made our recommendation and the response from management. The City is aware of the condition and is currently taking corrective actions. The fleet vehicle and equipment replacement policy is being developed, which should include criteria for identifying vehicles to be surplused.

Our last comment, which is noted as a material weakness, deals with the lack of Internal Controls over legal expenditures. We made our recommendation. We recommend the City Attorney sign or initial on invoices. There is a response. The City concurs with the finding and the related recommendation that the City Attorney should initial or sign each law firm invoice as proof of review and approval. Departments will be reminded that all invoices must be approved by the Office of the City Attorney for review and approval. Since March 2021, the Legal Department requires that every invoice presented for payment, to either the insurance carrier or the Finance Department, be accompanied by a cover sheet. The Legal Department will enforce this new control going forward.

As an addon, we did have a good discussion with the City Attorney. We are aware that there was some previous bumps in the road. I feel comfortable that, going forward, these things will be addressed. And we were able to get an understanding of why and how some of the things were noted, and so, we feel positive about the progress that should be made as it relates to the, the Office of the City Attorney.

We want to spend the last few minutes talking about the responsibility man'.., responsibilities in three areas. The responsibility of management, the responsibility of us, as your auditors, and the responsibility of the elected officials. Management is responsible for the fair presentation of the financial statements. Management is

1168 responsible for the design implementation and maintenance of the Internal Control
1169 environment.

1170 Management is also responsible to provide the Auditor, us, with access to
1171 information that is irrelevant, access to persons, and also, unrestricted access to.., within
1172 the entity to things we may ask for.

1173 The City Commission is responsible for the oversight of the financial reporting
1174 process and the Internal Controls, and oversight of the establishment, and maintenance
1175 of the management of programs and controls designed to prevent, deter and detect
1176 fraud,.

1177 I wanna now jump to some of the HCT responsibilities. Again, we are responsible
1178 for issuing an opinion. We are also responsible, or held responsible, to ensure that our
1179 audit is performed within GAAS, Generally Accepted Auditing Standards.

1180 And again, this is a cadre list of responsibilities. I'll just highlight a few. We are
1181 responsible for communicating significant matters on the financial statements in our
1182 professional judgment. We are also responsible for communicating, if we suspect, or
1183 identify, noncompliance with laws and regulations, unless, those matters are clearly
1184 inconsequential. We are also responsible for communicating, if we have, have identified,
1185 or suspect, fraud involving management employees who have significant roles, or others,
1186 when we think that those things may materially affect the financial statements.

1187 And so, at this time, we will turn it back over to you. And if the time allows, we will
1188 do our very, very best to answer any questions you may have of us. Again, we wanna
1189 say thank you for the opportunity to serve. We have performed two audits, pretty back to
1190 back for the City. And so, we believe that everybody has worked in good judgment and
1191 good effort to get us to this place.

1192 And so, we will answer questions as best as we can.

1193 **Councilperson Botel:** Madam Chair?

1194 **Chairperson Lanier:** Yes. Go ahead. You're recognized.

1195 **Councilperson Botel:** I'm sorry. It looks as if you skipped prior year finding number
1196 four, management comment. The Office of Internal Audit should report directly to the
1197 Mayor and City Commission. I just have a question about that. Is that something that's
1198 actually going to happen? It says target implementation date June 2021.

1199 I guess that's a question for Mr. "Evans.

1200 **City Manager Evans:** Madam Chair, he, he did state the.., that particular item.
1201 There was an Ordinance that came before the Board that allows for clear delineation of
1202 duties and responsibilities. The Auditor does still report, in the Ordinance, still does report
1203 to the Manager, but has the report structure added into it of the Audit Committee, as well
1204 as providing information to the, the City Council if there is any issues.

1205 So, the modifications have been made and, and tweaked, and the Board has
1206 moved forward with that particular Ordinance.

1207 **Councilperson Botel:** Thank you.

1208 **Chairperson Lanier:** Very good. Yes, you're recognized.

1209 **Councilperson McCoy:** Thank you.

1210 To follow up, the question was, Mr. Evans, the Auditor does not report to the
1211 Commission or the Board. The Auditor still reports to the Manager. That's correct?

1212 **City Manager Evans:** That is correct.

1213 **Councilperson McCoy:** Okay. Alright.

1214 Members, if I can have your attention. Is Mr. Blankenship here still? [Pause]. Or..,
1215 well I, I think we'll take… I wanna go back to two things, because I'm a little confused. If
1216 we can go back, Mr. Harvey, to Page 16 of your slide, from the 2019 0-0-3 finding, related
1217 to Parks & Rec cash handling. And then, also, No. 23. It seems like they're
1218 counterintuitive.

1219 **Chairperson Lanier:** What page is?

1220 **Councilperson McCoy:** It's on the slide.., the Page is No. 16.

1221 **Chairperson Lanier:** 16.

1222 **Councilperson McCoy:** The finding from 2019, 0-0-3 says that…

1223 **Councilperson Botel:** That's Page 17.

1224 [Inaudible dais comment]

1225 **Councilperson McCoy:** …should not accept cash. And then, 2020, finding number
1226 four says that Finance should do surprise inspections to check the cash count. So I'm
1227 not exactly sure which one I'm understanding, or if I'm even understanding that correctly.
1228 But, it seems counter' that, in '19 you said that we shouldn't accept cash. In fact, I
1229 remember specifically that Mr. Sherman said we'll be implementing kiosks. But in 2020,
1230 now you're suggesting that Finance does surprise visits to, I guess basically, verify the
1231 cast count.

1232 So, can you elaborate on that? Either.., I guess that would be the External Auditor.

1233 **Mr. R. Harvey:** Yes, I can. Thank you for making that note. And I see where it could
1234 provide some.., a layer of dust.

1235 So, as it relates to our prior year finding, and I'm open to being corrected. That
1236 finding specifically relates to the rental facility clients. From our understanding, and from

my interview with the Director, Mr. Blankenship, there was a period, or may still be a period, in which folks could rent facilities of the City, and those folks would pay, or citizens would pay, cash at that time for that rental.

And so, that's what we wanted to move the City.., or sugge'.., all we can do is audit and report. And so, we wanted to report, or suggest, a move away from that policy, where cash was being given by citizens for rent.

As it relates to our current year finding, from our understanding, again from interviews with the Director, and I believe from the.., the, the, Parks & Rec Director, and I believe from my interview with Finance, is as the summer programs begin to kick back in as we come out of COVID, then those programs will pay the registration fees and different things. That will be done at Barracuda [stammer] Bay. Also, the aquatic facilities will be used, and those payments will come into Barracuda Bay.

And so, what we are reporting to the elected officials, and the appointed officials, is that we believe that cash from operations should be.., should be, must. Should means must.., should be spot audited, or subject to surprise audits so that we can ensured or provide a safety mechanism for folks to maintain good cash draws. And we, the City, move forward and [inaudible] operations as we come out of COVID.

If I'm incorrect, I would love to have someone help me to understand a little better. But I think that's what we.., that's what we are reporting.

Chairperson Lanier: Thank you.

Go ahead, sir.

Councilperson McCoy: So, I, I see we.., Mr. Evans stepped out, but perhaps Mr. Sherman. I, I don't know…

[Inaudible comment]

Councilperson McCoy: …if you're aware, but do you know when we'll have fully implemented the kiosk? I did see it over at Parks & Rec where we'll be at that point of not accepting cash payments. And I guess if.., if cash payments are accepted, then they will be through the kiosk. But, that there will be no actual person in [stammer] Parks & Rec handling cash.

Finance and Administrative Services Director Sherman: Yeah. Randy Sherman, Finance Director.

Correct. The kiosk is, is there. It's available, it's usable. I don't know if any payments have even gone through it. I haven't seen any go through it yet, for that process. They also will have online payment capability. Again, so people don't necessarily have to come down, they can use a credit card or, or any check.

But rather than hand the cash to a Parks employee, they will actually pay it into the kiosk, and then they're receipt is what the Parks employee will receive. And then that way, we can reconcile what's in the kiosk to what's in the system as far as registration.

Councilperson McCoy: Follow up.

Chairperson Lanier: Go ahead.

Councilperson McCoy: So, Mr. Sherman, just so I'm clear, I think what has been pointed out that, in 2019, we resolved that issue by installing these kiosks and there won't be a need going forward to have surprise cash counts by Finance.

Finance and Administrative Services Director Sherman: The.., I mean, just the, the way Parks opoer'.., I mean, if they run a football game and they take ticket revenue, people are gonna come in and pay cash. You know, folks at Barracuda Bay, they're buying their soda and, and what not, there'll be some cash.

But you're right. The, the volume won't be there, as it was before.

Councilperson McCoy: Okay. I have some other questions on some other findings, Madam Chair.

Chairperson Lanier: Alright. Go ahead.

Councilperson McCoy: So, I want to bring to the Members attention, I think it's on slide No. 24 and 25, related to Procurement Department and legal sufficiency letters. I, I actually asked Ms., Ms. Wynn this question. So, Ms. Wynn, it's your opinion that these legal sufficiency letters.., well, I guess the, what has been recommended by your Department, that we create standardized documents. Will that achieve the satisfaction of a RFP being legally sufficient?

City Attorney Wynn: It should, because when, when the documents are standardized, the departments that.., the Procurement Department specifically, would only plug in certain information. Everything else, all the other standard terms would stay the same.

Councilperson McCoy: Okay. And…

City Attorney Wynn: If they were to change it, then they should run that by Legal.

Councilperson McCoy: In, in a perfect situation. But, you know, I, I guess when I think about some of the RFPs that I've read, we have things about a drug-free workplace, anti-discrimination policies, folks that have, perhaps vendors, that have been on the convicted vendor list. I mean, there's a number of, every year, legislative changes.

But, you know, I, I certainly… You know, I don't wanna make this more, I guess, arduous in the process but, quite frankly, we've seen this before where, you know, there just could be some ambiguity. And, even if it's not for legal sufficiency, I think.., and I

1307 don't' know the process, and I, I'd rather take that offline with the Manager of that
1308 Department, what exactly.., who all sees the solicitation before it goes out.

1309 But, there are some times, I think, where Legal should be at least having a cursory
1310 review of some of these items. Because, you know, more often than not, I mean, these
1311 are seventy-five page documents. I mean, the audit itself was two hundred and eighty.
1312 So, can you imagine if we had a solicitation like we did with the ITB? I just wanna make
1313 sure that we don't miss anything.

1314 And, to the point that I brought up earlier, the question about, does this take us
1315 from a material change if we do our financing compared to what ITB says? So that's why
1316 I certainly don't think it's a bad idea to have a Legal review, if not sign off on it.

1317 And then, one last finding I wanted to question, Madam Chair. That was the last
1318 one, I believe. So, and I guess I got a different understanding of this when I read this the
1319 second time. So, finding number 0-0-8 from Fiscal Year 2020 says that the City Attorney's
1320 office, or the law firm, should be signing off or initialing as to the services provided on a
1321 invoice.

1322 And that's not speaking from your Department, is it, Ms. Wynn? That's speaking
1323 for other departments that engage outside counsel?

1324 **City Attorney Wynn:** Well, that was where part of the problem occurred, Mr.
1325 McCoy. There.., at one point, there were some departments that were engaging their
1326 own legal counsel. And once we discovered that.., and the only way we discovered it, is
1327 because the bills were coming to Legal.

1328 Once we discovered that, that's when we had the assistance of the Manager to,
1329 you know, let departments know that that was improper. That, you know, according to
1330 the Procurement Code, the Legal Department is the only department that can procure
1331 legal services.

1332 So, again, we didn't know that they were, that [stammer]… A couple, not a lot of
1333 departments. Maybe two departments, were procuring their own legal services.

1334 The.., and I'll go on and address that.., the rest of that…

1335 **Chairperson Lanier:** Ms. Wynn, I'm gonna have to stop you right there.

1336 **City Attorney Wynn:** Okay.

1337 **Chairperson Lanier:** Sorry, but we have public comment that starts at 7:30
1338 time certain.

1339 **City Attorney Wynn:** Okay.

1340 **Chairperson Lanier:** And we have to.., we can pick this up after public comment.
1341 I'm hoping that Mr. Harvey and his team can stay until public comment is completed, so

that we can get back to this. But, we have a time certain for pub'.., public comment that we must abide by for the public.

Mr. R. Harvey: Yes. We can stay.

Chairperson Lanier: Thank you so much, sir.

<u>COMMENTS FROM THE PUBLIC – 7:30 P.M. – NON-AGENDA ITEM SPEAKERS (Three Minute Limitation)</u>

Chairperson Lanier: PLEASE BE REMINDED THAT CITY COUNCIL HAS ADOPTED "RULES OF DECORUM" GOVERNING PUBLIC CONDUCT DURING OFFICIAL MEETINGS WHICH HAS BEEN POSTED AT THE FRONT DESK. IN AN EFFORT TO PRESERVE ORDER, IF ANY OF THE RULES ARE NOT ADHERED TO, THE COUNCIL CHAIR MAY HAVE ANY DISRUPTIVE SPEAKER OR ATTENDEE REMOVED FROM THE PODIUM, FROM THE MEETING, AND/OR THE BUILDING, IF NECESSARY. PLEASE GOVERN YOURSELVES ACCORDINGLY.

PUBLIC COMMENT SHALL BEGIN AT 7:30 UNLESS THERE IS NO FURTHER BUSINESS OF THE CITY WHICH, IN THAT EVENT, IT SHALL BEGIN SOONER. IN ADDITION, IF ANY ITEM IS BEING CONSIDERED AT 7:30, THEN COMMENTS FROM THE PUBLIC SHALL BEGIN IMMEDIATELY AFTER THE ITEM HAS BEEN CONCLUDED.

ANY PERSON WHO WOULD LIKE TO SPEAK DURING PUBLIC COMMENTS, PLEASE FILL OUT A PUBLIC COMMENT CARD AT THE FRONT DESK AND GIVE IT TO THE STAFF BEFORE THE PUBLIC COMMENT SECTION IS ANNOUNCED.

Chairperson Lanier: Madam Clerk.

City Clerk Anthony: Madam Chair, Members of the Board, the acceptance of public comment cards for this particular section of the Agenda is now closed.

Lloyd Brown, Erica Davis, Bonnie Larson.

Mr. L. Brown: Hello. You're lucky it ain't Thursday 'cause I woulda been gone 'cause the game come on.

[Chuckle]

Mr. L. Brown: But, I just wanna say, you know, I was listening to [inaudible] or the guy talk about this thing about if you call up so many times, you'll become a nuisance or something like that. Well, turn it over to the Sheriff Department then.

Unk. Audience: No…

Mr. L. Brown: And then, another thing… [inaudible], you can't say no 'cause I'm speaking.

And another thing, let me tell you like this, if you don't have jobs in the neighborhood, there's gonna be a lotta problems. If you got jobs, you won't have violence, you won't have all these people calling you up. So you can't.., when you go talking about five times, you're gonna have that. I know, for one thing, in my neighborhood, I done seen people call a whole lot. So you're directing that. That's mainly targeting blacks who are unemployed. 'Cause you say these stores call in because, you know what? Who cater these stores? Only blacks. Mostly blacks.

So, like with this charging somebody $500 or saying you'll become a nuisance, that's crazy. That really is crazy. Because, how many of those [chuckles] guys out there got $500? None. I mean, not that I know of.

And another thing, okay, you know like, with the Code Enforcement, I, I'm going on strike until they move the.., those boats from down there. And I think everybody who hear me out there, you should go on strike. All those things they send you in the mail, talking about you got problems in your yard, this and that, take a picture of those boats down there on Obama and 15th.

And when you do, take down that thing they got for you saying, oh, 'we fine you because you got this.' Take that down there with those pictures of those boats, and drop it on their desk. That's what I did. I took the pictures of those boats down there. Now the man got the Titanic down there he's tearing up.

And the Code Enforcement, you need to just get rid of the Code Enforcement. If they can't be fair, that don't mean anything. You're worser than the KKK.

[Inaudible audience comment]

Mr. L. Brown: 'Cause, for one thing, you, you're only looking at the, the people who live in the City. Like, okay, you got people who got apartments. Let me tell you something that's rental, and then you got Stonybrook. So, if any of you Council Members got property out there you're rentin', you wanna keep our minds on Stonybrook, but you're not gonna look at your property. I think all ya'll Council Members who got property, you should bring pictures of your property in here so that we can see 'em and say, oh.., how they are.

Because, for one thing, I can't say everything I wanna say here, and I don't have a page on Facebook like people say, 'cause I'm not on the Facebook, but I do put comments on there. So, if you wanna hear some more of what I got to say about the City, just look for Lloyd Brown on Facebook.

And I'm not saying this because I don't want you to come back and say, 'Oh, I disagree or I don't agree,' I don't really care about that. But just listen to what I have to say and you might agree.

Chairperson Lanier: Thank you, Mr. Brown.

City Clerk Anthony: Erica Davis, Bonnie Larson, Bessie Brown.

Ms. E. Davis: Erica Davis, Riviera Beach.

[Inaudible audience comment]

Ms. E. Davis: I just wanna compliment the Staff and Mr. Evans for the grand opening of the Library. It was wonderful. And I do appreciate the vision that you have for the Library. And also, we.., they do offer programs at the Library for jobs, certificates and everything, if you need one. We offer a lotta things for the residents. They just don't take the opportunity to receive them.

Another thing, this City is moving forward regardless to what anybody else says about it. The.., we have some innovative people with good vision for this City. Either you're gonna be on the boat or you're gonna be in the ocean sinking.

Second of all, we would like to have a charette for the Marina project, since we had a very good workshop for the other projects that we're, we're having. So, we would like to have a charette to revisit the Marina 2 project. So we can have our input on how much money we're spending, what they're doing with it and everything like that as well.

And another thing, these fireworks are outta control. They're scaring the babies and the animals, and we need to find a way to control this, because it's, like, all day, all night for three weeks, these fireworks have been booming, booming. Even today. So we need to find a way to clear that up.

So if anybody else has anything to say about the City of Riviera Beach in a negative manner, get onboard and, and learn something. And you will stop saying what you're saying about the City, 'cause we're moving forward regardless to what everybody else has negative to say about it.

Thank you.

Chairperson Lanier: Thank you, Ms. Davis.

City Clerk Anthony: Bonnie Larson, Bessie Brown, Cindy March.

Chairperson Lanier: Ms. Larson, it's very good to see you. [Chuckle].

Ms. B. Larson: I'm sorry. What?

Chairperson Lanier: Very good to see you.

Ms. B. Larson: Oh, it's good to be back. If I could've been here, I would have. That'll come up in my discussion though. Okay.

She just talked about the Library. Actually, I forgot about the opening of the library. But, what I'm think is.., now I see where it is and there's gonna be another opening, apparently, in the fall. If we can move the signs that say Library, that-a-way, and it's

pointing towards our current City Hall, let's have them moved so they point to the new Library.

I pass by a lot, the old Walgreens, which is now gonna become a Fire Station. That thing is moving along. Over the years, we have had so many visions, so many plans, so many consultants. We pay, we pay, we pay, nothing happens. Go look at that Walgreens now. It's almost perfectly flat. We're gonna get that Fire Station out there because we have someone now, first time in years and years and years that we've ever had a City Manager who's got, not only the education, but the experience, the know-how , the vision to make things happen in the City.

We've just wasted the money for years and years and years. You…The most important thing is having the right person in the right job. We've got it now. So let's use him. I'm not saying abuse him…

[Chuckles]

Ms. B. Larson: …I'm saying use him for his knowledge, for his expertise and let's get this City going.

Kudos to our Fire Department, when they put out that fire at the thrift shop on 28th & Broadway. That thing went on until.., the last flame I saw was 11:15, and it started about 7:00, 7:30. There were other Fire Departments here. If we could name those, that would be wonderful because they came to help us. Those guys did an awesome job. You should've seen them up there in the bucket trucks. I didn't know we had that much water in the City. The poured and poured and poured on there.

It never touched… There's a little strip shopping center next to it. I went over to look. Flames never got over there. They did not allow flames to go off that property. Now, my question is, what is that owner doing? He lives in Belle Glade. Who put up the fence? Riviera Beach put up the fence. What's he doing? Why wasn't he here that night or the next morning to do something at that property? And what's happening on that?

I'm running outta time already.

Okay. So updates please on… I don't have my paper. Things.., the barbecue down at the former Spanish Courts. I thought that was supposed to be a temporary thing. Could we have an update on that? Report on the former Marine Academy, update on that.

And the… Company. Oh, they're talking about a lot of companies have moved out of Riviera Beach over the year. Reverend Burrs mentioned several of them the other night. He was on the Board. So, we need to do an exit interview, if we're not doing it. Why are these companies moving out? I know why some of them moved out, but we need to find out so that those things are corrected and we keep companies here, rather than letting them move out of the City.

Mm, that's not enough time.

[Timer]

Chairperson Lanier: Thank you, Ms. Larson.

Ms. B. Larson: Well, I'll talk to you next time.

Thank you.

Chairperson Lanier: Thank you.

City Clerk Anthony: Bessie Brown, Cindy March, Alexandra Witt.

Ms. B. Brown: Good evening. I'm Bessie Brown.

I'd like to say I'd like to.., I'd like to ask for a copy of the presentation for Fire Station 88 and 86. And I'd like to know, which, which one is 88 and which one is 86? I'd really like to know that. And I'd like to have a copy of the presentation for the audit. Because, on the Agenda, you have the audit for 2018 and 2019. You have it on here for 2018 and 2019, and it's actually for 2019 and 2020. So, I'd like to have a copy of that.

And, I don't ha'.., I don't know., I went to all.., to three of the Reimagines, and I.., my question was about the Wells. I'd like to know, when is the time.., when is the time is to be selected to re'.., to remove Wells? Because Wells is a voting .., voting place. And I'd like to know when is it.., when, when, when, when are they gonna re'.., tear it down or move it or what? Because that's a voting place. That's a real concern of mine.

And the Reimagine people only had about forty-five people.., thirty, forty-five people making decision for this entire City. And I don't.., I think that sh'.., that, that's a little sa'.., that's a little said. A lot sad. Because, you be having all these people in Riviera Beach, and we only had thirty-five, thirty to thirty-five people making decisions. And I don't, and I don't think that's fair to the rest of the citizens in the City of Riviera Beach.

And, and, and, and truly. Changes are being made, but changes are being made at the at the expense of not involving the entire citizens.., since all the citizens in the City of Riviera Beach. And that plan was implemented in 2015. And now, it's all the.., it's all the glory now. But basically, it was implemented in 2015 by another Council. And, and, and.., and I, and I know all of you.., and I know all of you know about it. But basically, it wasn't.., [stammer] they all just.., all had, had a big problem with it. Now, you just bring something together for four weeks and, and, and it's all great.

That is not how you do business.

Chairperson Lanier: Thank you, Ms. Brown.

City Clerk Anthony: Cindy March, Alexandra Witt, Doretta Paulk.

Ms. C. March: Alright. First of all, I wanna thank you for my water bill. It was accurate, and I'm glad it was.

Number two, I went to two of the town hall meetings, and my hypothetical question was to Evans was, if you're gonna make this temporary over there to Wells, how much it's gonna cost the taxpayers to make something temporary, and then you move it to a permanent spot? I think that's a lot of wasted money. You know, if you're gonna move something, or you're gonna reconstruct something, go ahead and make it permanent and be through with it.

You know to keep relocating, relocating, it's just like Ms. Brown said, people already don't get out and vote. Why would you move that main space where people come and vote at? That, that's not right. That's not right for the kids who are playing football, basketball or, or what have you.

Number three. I'm so sick of ya'll talking about.., I'm so sick of this individuals talking about keep moving this City forward or sink. The City of Riviera Beach not gonna sink. The individuals who's running the City of Riviera Beach gonna sink if they keep on making it divided. There's nothing going on, on the westside. Nothing.

I see you all have a garden. Next thing I know, Singer Island had they own garden. Come on. This is one City.

When are we gonna stop praising one person that's a Manager. We, we in this together. We're gonna have to first find unity before we can even move to a flat platform. Think about West Palm, how they cater to certain people. BB King, Macy stores, Lane Bryant. You know how much money it cost to build that? And not one of them businesses are open right now, today. Because they catered to a certain individual. We grew up here in the City. We all live in the City. So we need to do better.

There's no such thing and drowning. The only ones who gonna drowned, who's not gettin' up, advocating for what's right for the east, west, north and south side of Riviera Beach, 'cause this is a City where you can live, play and work and have fun. But everybody got to have their share. Stop putting all the revenue on the east side of town. Come over there on the west side. We voted for you all. And you all just done disappointed us. And it's not that we're being bullies and gangsters, we don't go on social media throwing rocks and hiding their hands. Go look at my page, it's my name. It's my name. Don't come to.., don't come at me, come to me. I'm not a bully, I'm not a gangster.

But I will advocate for people. Instead of you doing these town halls, put a newsletter on these people doors, knock on these residents' doors. These are people that put you in office. And you all have disappointed people from year after year. In 2015, what ya'll are tryin ' to do, it was already in place.

They started saying the lipstick on a pig and thi'.., and them people all [inaudible] with they people. Ya'll got one certain individual want his name on everything like Trump. So…

Chairperson Lanier: Thank you, Ms. March.

Ms. C. March: …ya'll feel like it wasn't a good idea.

Chairperson Lanier: Thank you, Ms. March.

City Clerk Anthony: Alexandra Witt, Doretta Paulk, Mary Brabham.

Ms. A. Witt: I have some papers'.., things to hand out to the Commissioners.

Chairperson Lanier: You can give them to the Clerk.

Ms. A. Witt: Mr. Evans, the City Manager and the Mayor. I only have a certain amount. So, if you could pass them down, I would greatly appreciate it. [Inaudible].

Chairperson Lanier: Ma'am, your time is running. So you…

Ms. A. Witt: It's okay. I…

Chairperson Lanier: Alright. Very good.

Ms. A. Witt: Hi. Alexandra Witt. I live on 24th Street in Riviera. That's called Lakeview Park. It encompasses 22nd, 3rd, 4th, and 5th. For years, it was rundown because the big plans for the City were eminent domain. Well, no more eminent domain. Houses are selling. And they're two bedroom, one bath. Two of them, right near my house. Three hundred and fifteen to $325,000. We have a situation at the end of the street. Mr. Evans has been helping us with it.

But, we were at a meeting last week and I want everybody to be aware of this here, because he made a comment of I have a certain amount of money to spend before I have to go before the Board. So, here I am going before you all. Please take a look at this. And just know that there's six or eight sailboats out there, and there's a hundred and seventy-two homes where we live.

So, to be worried about six or eight sailboat people coming in, and ruing our area, and not taking care of the dead end at 24th Street and making it an access where water, where it has always been for seventy years, there is, and we have pictures of, preexisting dock there. I mean, nobody wants a dock. They just wanna have access. But, you know, Mr. Evans said there wasn't that much money to do that, and we don't wanna just say, well.., because he had said he promised that he wouldn't do anything except what he suggested, was an eighteen inch wall.

But, the next thing you know, there's gonna be a railing up. And, this all started because a gentleman on the end of the street, illegally permitted, with the City of Riviera Beach, to put a wall up. And, a neighbor of mine came to me and between the two of us, we got it stopped because he's very rude to everybody who plays out in the sandbar. All the kids go there, kayaks, grandparents, everything.

I've been there twenty-two years. I've owned four homes. I own two now, right there on those streets. We all love \that area. But that area.., if you could take a look at these pictures and pay attention to what's going on. And please, make an access.

You do not have to call the environmentalists. You can put it.., you can find a way. I know you can. I can buy a chainsaw. I told Mr. Evans that. [Chuckle]. But, you can find a way to make that an access. If you have to put a gate up and hand everybody keys, do it. But, if not, just, just don't ignore us.

Just because two people on the dead end of the street illegally tried to permit, and raised a big stink about the bad people on the sailboats, which, first off, they're not bad. They're all nice. We all know them. So, please, please read these. Please look at these. I would like.., make sure the Mayor gets one. I would like to make sure the City Manager gets one as well.

[Inaudible audience comment]

Ms. A. Witt: So please take a look at it.

Chairperson Lanier: Thank you, ma'am.

Ms. A. Witt: Thank you.

City Clerk Anthony: Doretta Paulk, Mary Brabham.

Ms. D. Paulk: Good evening. My name is Doretta Paulk.

And, I just wanna say hats off to our City Manager, who brought this program. And it was well advertised to all the citizens of Riviera Beach. There are many y citizens of Riviera Beach who are senior citizens and do not come out at night because of their, possibly, eyesight and the driving situation.

But they do look at it on Channel 18, which Walter is doing a marvelous job. He brought in Mr. Nottingham, who is excellent and outstanding job he did letting us know about Reimagining Riviera Beach. And he brought in different options, A, B, and C. We did a workshop each night, each three nights.

And, we separated in sections and it was marvelous. And we did vote on Option C. But that can be, also, you know, also challenged and also, you know, reevaluated. But, it would be on Broadway here. And I think it was an excellent , excellent program.

I can't talk enough about the opening of the bra'.., brand new Library. Excellent. The Youth Empowerment Director, Mrs. Grimsley, she.., we had a tour of the entire place. And, actually the, the inside, you wouldn't think it was as large as it is. But it, it was beautiful. The colors, the neon colors, excellent for the children. They had smiles on their face. They were so excited. And they have a stem cell.., STEM room. And they have a testing lab, that you can get certification for SATs, ACTs, and GP.

Also, they have an aquatic room and a visual reality room, which I thought was very excellent. And, they also have a children's library, with a [inaudible] book shapes. Beautiful, beautiful colors. The food trucks was absolutely wonderful. Mr. Forest's food truck was very tasty and delicious. And I think we all had a wonderful time.

And we are moving. We are moving. And, at the workshop, there was a gentleman who said that the building of that City Hall should never have been built like that. The contractors said that the type of bricks will not hold up. And that we'll [stammer] have water intrusion. And they told the Council. They did not listen, and this is where we are.

We have somebody here now that's gonna carry us through and stop this. Get onboard. Everyone, get onboard. Everyone. And if you don't believe me, just let.., look at the tapes. [Inaudible]…

Chairperson Lanier: Yes.

Ms. D. Paulk: And I thank you…

Chairperson Lanier: Thank you so much…

Ms. D. Paulk: …so much.

Chairperson Lanier: …Ms. Paulk.

Ms. D. Paulk: And welcome back, Ms.., Councilwoman Botel.

Chairperson Lanier: [Chuckle]. Thank you.

City Clerk Anthony: Mary Brabham.

Ms. M. Brabham: Hi. Good evening. Ms. Mary Brabham, Riviera Beach.

First of all, I would just like to say, a plan is a plan only when it is executed and build uponed with additional ideas and the thought process. Ms. Brabham have sat through every plan, every charette there is. It has always navigated building on, building on, building on. Because why? We have different ideas, we're in different settings.

So, when we talk about somebody playing. No, no, no. It is the entire residents' plan. When we talk about coming up, this is the way it has always been. Those that seek to get up and be participators, they will. They will. The majority always rule'. You will never please everybody, 'cause we live in a real world.

Mr. Jonathan Evans and his Staff, thank you all. Thank you all for that beautiful Library. Ms. Deirdre Jacobs and Ms. Valerie Grimsley for stepping out on their ingenuity with that décor, and those mirrors. And the Library Staff, for all of your hard work and stuff. And every entity in this City here, that came together because this is who we are. We come together to get the job done. And this what made that masterpiece over there, at that Library.

I was just like a little kid. And I cried. Yeah, Ms. Brabham cried. Ms. Brabham cried because I got the tour that I've always wanted. So I was a big baby. And it was well worth it.

Thank you, contractor, Mr. Randolph, for such, such a excellent job. Electrical contractor, Mr. Brown, for the work and stuff that they have done. We had dignitaries there. Seeing Mr. Sherman's wife, we had a good time. Others, we had a good time over there as well.

So, you see, it's in a good location because why, all of our schools around that area. It's in walking distance. And it is on the westside. We're building up the westside. So, when we hear all of this here [stammer] different varieties of comments, that's okay. But we must move on. We must move on. And we will move on. We will move on.

This is what achievement looks like. This is what progress looks like. This is what the unified body that stays together and work together, this is what we do. We lay aside all of those differences there. Because we use that easel to splash that oil on that canvas there. And that's what we…

[Timer]

Ms. M. Brabham: …[inaudible]. Thank you.

Chairperson Lanier: Thank you, Ms. Brabham.

City Clerk Anthony: Madam Chair, Members of the Board, that completes public comments.

Chairperson Lanier: Is that it?

City Clerk Anthony: [Inaudible].

Chairperson Lanier: Mr. Evans, could you respond to some of the comments or questions, please?

City Manager Evans: Certainly, Madam Chair.

With regards to the signage for the new Library, we can get that modified and make sure that it is pointing persons in the right direction.

The building that the CR'.., CRA owns, 2600 Broadway, that is actually gonna be the next facility that's demolished, after Walgreens is complete. And then after that, they'll move to the City Hall Campus, and then demolish Fire Station 87, which is the main station. And then the Library.

I do wanna speak briefly on.., there, there was a questions about which Station is 88 and which Station is 86. 88 is the Station that used to occupy the property next to Barracuda Bay, that is currently in the back lot of the Public Works Campus. That facility is anticipated to be reconstructed and a new Fire facility, that will be on the corner of Congress and Blue Heron.

Fire Station 86 is the Fire Station on the north side of the Island. And that Station is contemplated to be relocated. And, Chief Curd does have a presentation that we will be sharing with the Board, with regards to the relocation of the Station and the improved response times that we would get as a result of that.

The question in regards to Fire Station 87, why we're constructing a temporary station. The Board is acutely aware, as well as the community, that these stations are woefully inadequate to provide service to our community. We have significant water intrusion in the facilities. And so, we thought that it was only appropriate, in order to continue to provide service to our community and make sure our first responders are in a facility that can function in the 21st Century, that we look to construct a temporary station that will be relocated, basically, on the corner of the Wells Campus.

That particular Station has modular units. So, those modular units, after the Fire Department utilizes that space, can be relocated, repurposed and even resold, if it is the desire of the City. So we would actually get a return on our investment.

There was a conversation, or a meeting, that occurred on 24th Street about the access. We communicated to the residents that we were gonna look to reclaim our property. And then, we talked about some surfacing that we would look to put at the end of the roadway. We did communicate to the residents that we would look to do about an eighteen inch, knee-high wall.

There was some conversations and discussions with the community as it relates to water access. We did tell them that that would be something that we would explore. That is a pretty tedious permitting process, but if it is the pleasure of the Board to proceed in such a fashion, that will be something that Staff will bring forward as one of the options for you to consider.

The cost associated with the project on 24th Street, the estimates are still coming in, but we're anticipating the cost to be well over eighty to $100,000, depending on the elements that are contained. We did hear a little bit about Public Safety concerns, so we're actually working with the adjacent property owners to get access to cameras and have cameras. And then, some low level lighting that is compliant with what we need to do for sea turtles as well.

And so, we, we took all that information in and we actually asked for participation from roughly about forty people that were present at that meeting. And then that's gonna end up coming back to the Board with some [stammer] options for you to consider. And access to the water, or some type of water access, will be something that would be an option for the Board to consider.

Risk Management has looked at the potential risk element associated with that, but that will all be wrapped into the conversation.

With respect to the voting site at Wells. In the event that Wells is under construction, most likely, what would happen is, City Hall will become the voting precincts. And so, there would be some, some switching or some alternation. That occurs in many

other places. Precincts do move from time to time. A lotta times, sometimes outside of the control of the, the government entity.

So, we are gonna be mindful of, of where the voting location is, and if there's any impacts to the residents, obviously, we're gonna do our best working with the Supervisor of Election to mitigate any impacts that persons may have.

With respect to the Reimagine Riviera Beach sessions, we had four sessions that ranged in attendance anywhere from thirty-five to sixty persons. It was a four week session. We got great participation and great feedback from the residents. And, there's a lot of elements that are from the previous presentation that was shared with the Board in the past. But there was no community charettes. There was no discussion with the community as it relates to the options that were proffered.

So, we took that particular design. There was valuable elements of it, but there was never community buy-in, or support, that move any element in that particular plan forward. So, when looked at it, there are some valuable components but, at the end of the day, we needed to get feedback from the community. And so, we rebranded it, we repackaged it, we looked at it from a different perspective, we've shared that with the Board and the

Board has given us direction to go in and engage the community and we've done that in a series.

And all of us have been in enough government meetings that when you get over thirty-five persons that are different persons that attend your Council meetings, that means you're, you're reaching an audience that you traditionally haven't reached in the past. As well as, I cannot tell you how many people have stopped me that said they watched it on TV, and they appreciate the dialog and the deliberation and the thoughtfulness that went into the presentation.

This is a series of subsequent conversations that we're gonna have with the community about this particular facility, and other facilities, as we breathe life to these things. And, there's not a doubt in my mind, the reason why these facilities never came to life, is there was not community buy-in and discussions with the community that facilitated the project moving forward. But, we're moving in that direction and the Library is actually one example of Staff's ability to, to execute.

We, we do want to also share with the Board that, as part of your budget workshop on July 10th, we will be providing you a recap, and then coming back to the Board about a more thorough discussion about Reimagine Riviera Beach, and then what the subsequent phases are.

Our timeline, if everything goes as planned, we would like to break ground on a new City Hall Campus on the City's 100th birthday. So, our target date is September 29 of 2022. So, we're gonna have to move very quickly, and we're gonna have to have a lot of conversation and dialog with the community to get to that point. But we do want to move aggressively.

And, the other thing about it, I think it's important that the City hasn't been able to, for whatever reasons, move some of these projects forward. And, we're seeing significant deterioration of facilities and they don't operate in the 21st Century. And it is a burden for Staff to maintain thee facilities, and also to recruit persons to work in some of these facilities. So, we're at that crossroads, where we have to, you know, make some tough decisions.

And we appreciate the Board's leadership as it relates to the saying, you know, go forward and get us the, the monies necessary to bring two fire stations out of the ground concurrently. I had the conversation with the Chief, five Chiefs have tried to do this. But this Board has been deadest on making sure that these facilities do come out of the ground, and were working as aggressively as possible.

And, in closing, if there's anyone that never had the opportunity to sit in any of the sessions, we did say we have a Reimagine Riviera Beach Lite [sp]. That is a portable program that you tell us where you want us to meet you at, and we can do it in about three hours with a small group and have the same type of conversation and dialog with persons.

So, whomever is willing to listen, whomever is willing to participate, we'll go to you. You don't have to come to us. But we know the importance of community participation in order to move this forward.

And that concludes my comments, Madam Chair.

Chairperson Lanier: Thank you.

[Applause]

Chairperson Lanier: Thank you, Mr. Evans. You have a fan club.

[Chuckles]

Chairperson Lanier: Yeah. You have one here too as well.

But anyway, we will get back to our Item that we had with Mr. Harvey. Are you still there, sir? [Pause]. Mr. Harvey?

Mr. R. Harvey: Yes. I'm here.

Chairperson Lanier: Okay. Very good. And we'll pick up with Mr. McCoy's question. I thought you had some other questions you wanted to ask, Mr. McCoy?

Councilperson McCoy: Thank you, Madam Chair.

I think I had asked it. We were on the finding 0-0-8. Ms. Wynn was responding as to the departments procuring counsel outside of their office. So, I mean, I thinks that.., alright. I just wanted to bring to her attention. I think she was offering an explanation.

1809 **Chairperson Lanier:** Okay. Very good.

1810 Ms. Wynn, did you answer that question?

1811 **City Attorney Wynn:** I, I had wanted to follow up on a couple other points in that…

1812 **Chairperson Lanier:** Okay.

1813 **City Attorney Wynn:** …Item.

1814 There was a statement that Mr. Harvey has in here regarding the cover sheet, and
1815 that that wasn't complied with. However, I wanted to point out, 'cause I don't think that
1816 the explanation fully lays out what the office does. I implemented that memo requirement,
1817 or cover sheet requirement when I became the City Attorney and realized that there
1818 weren't controls in place. So, when you go back at a certain point in time, you, you will
1819 not see a cover sheet, because it didn't exist.

1820 So, it kind of reads like there's, there's something that Legal didn't do that should've
1821 been done, but we implemented that process. Because we saw that there was Internal
1822 Controls that needed to be put in place.

1823 **Chairperson Lanier:** Very good.

1824 **City Attorney Wynn:** That's all I have as it relates to that.

1825 **Chairperson Lanier:** Okay.

1826 Mr. McCoy, is that your question?

1827 **Councilperson McCoy:** Yes. Thank you.

1828 **Chairperson Lanier:** Are there any other questions for the Internal Auditor?
1829 External Auditor? I'm sorry. Sorry.

1830 Okay. Thank you so much, Mr. Harvey for you and your presentation. And your
1831 team. We appreciate your assistance and your work with the City.

1832 **Mr. R. Harvey:** Thank you.

1833 **Chairperson Lanier:** Thank you.

1834 Next Item, Madam Clerk.

1835 **Councilperson McCoy:** So, we don't vote on it?

1836 **Chairperson Lanier:** No. It's just a presentation.

1837 **Councilperson McCoy:** So, I, I distinctly remember we voting on last year's…

Chair Pro Tem Miller-Anderson: To accept it.

Councilperson McCoy: …budget to accept it. I…

Chairperson Lanier: Do you wanna do that?

Councilperson McCoy: ..mean, audit, to accept it. So that's not the same this time?

Chairperson Lanier: We [inaudible].

City Manager Evans: Yes. We would, we would like for the Board to vote to accept the audit.

Chairperson Lanier: Alright. Very good.

Councilperson Botel: Move that the Board accept the audit report.

Chairperson Lanier: Second?

Councilperson McCoy: Second.

Chairperson Lanier: Madam Clerk.

City Clerk Anthony: Councilperson Botel?

Councilperson Botel: Yes.

City Clerk Anthony: Councilperson McCoy?

Councilperson McCoy: Yes.

City Clerk Anthony: Pro Tem Miller-Anderson?

Chair Pro Tem Miller-Anderson: Yes.

City Clerk Anthony: Chair Lanier?

Chairperson Lanier: Yes. Item passes 4-0. Next Item.

7. <u>ITEM NO. 7</u>

City Clerk Anthony: The next Item, Madam Chair, Members of the Board, is Item No. 7.

City Clerk Anthony: OFFICER OF THE QUARTER AWARD TO OFFICER JOSEPH HOFFMAN – nothing attached

City Clerk Anthony: Madam Chair, Members of the Board, there are no public comments on this Item. The acceptance of public comments on this Item is now closed.

Chairperson Lanier: Very good.

Mr. Evans.

City Manager Evans: Madam Chair and Members of the Board, we all know that the City's most precious resource is its employees and we have ordinary people doing extraordinary things. And I think this particular feat, that one of our officers did is just remarkable. And, and when I heard the story, it was something that, you know, it's.., it just speaks to the, the character of the persons that we have in this agency. And, and I'll let the Chief tell the story about this gentleman. But, he has exemplified the great characteristics of a Riviera Beach law enforcement officer.

Chairperson Lanier: Thank you.

City Manager Evans: So, Chief Nate Osgood will make the presentation.

Police Chief Osgood: Alright. Thank you, Mr. manager. Madam Chair, Pro Tem, City Council, Mayor. Thank you. I'm Chief Nate Osgood.

I would like to give you a little background what happened. I'm gonna introduce you to the Man of the Month,…

Councilperson McCoy: Speak into the mic.

Police Chief Osgood: …[inaudible] quarter. The Man of the Quarter, that'll be Office Joe Hoffman.

Last month, June 6th, on a Sunday, while on beach patrol and driving up and down the coast on the ATV, Officer Hoffman was waved down by several beachgoers. This is around the 3100 block of Ocean Boulevard, behind the Phoenix Hotel, or actually condo. One of the beachgoers frantically waved over and they told Officer Hoffman there's a kid out in the water.

He was.., the kid was out, in trouble, a hundred and fifty feet to two hundred feet. Way out. Officer Hoffman also noticed a beachgoer in the water trying to go after the kid. Officer Hoffman quickly stood up, removed his duty gear, his belt, dumped everything, threw it in, in the beach buggy. He grabbed the buoy from the buggy and proceeded to start out.

Officer Hoffman also recognized that a good Samaritan was going behind the kid also. He took control of the kid. And, if you don't know what you're doing, you can be a good swimmer, but it's hard to save somebody while you're swimming.

The rip currents were pretty heavy that day, pretty hard. So, the, the good Samaritan, himself, was in trouble. Officer Hoffman yelled to him, 'Let him go. Let him go.' And bring him back down. 'Come back in yourself.' He would've had two souls to save that day if, if he continued. Officer Hoffman, as the beachgoer was coming in,

Hoffman continued going, going out towards the, the child that was in trouble. He had gone up and down a few times.

Officer Hoffman got close to him, tossed him the buoy, swam back to shore. The kid had taken in a lotta water. He was coughing up seawater. They performed a ocean rescue out to help save the kid, to get the water out of his system.

And I gotta tell you, this is.., since I got here, we started doing.., we started recognizing significant events for our officers who have done extraordinary things, as Mr. Evans just said. That was not just extraordinary for Office of the Month material, this is repeat on and on great police work that Officer Hoffman has continued to do. I'm gonna back up. A few months earlier, Officer Hoffman would see a.., an individual on the beach who was acting strange. Officer Hoffman stopped that individual. That individual ended up.., turned out to be… He took him in custody, not knowing that day, that individual turned out to be wanted for a murder. He had killed his wife in another county from here. That was another extraordinary thing that Officer Hoffman has done.

So, he has been doing so many good things that we had to recognize him for this life saving award for Office of the Quarter. So please, Officer Hoffman step forward.

[Applause]

Police Chief Osgood: We will continue to… We're gonna be doing a, a recognition at the Police Department for Officer Hoffman. I asked him to be here tonight. He didn't know I was gonna read this. That's why he's showing his pretty legs.

[Chuckles]

Police Chief Osgood: But I want him to say a few words, please.

Police Officer Hoffman: Thank you. Well, thank you. I appreciate it.

Most all of us do things like that. Honestly. And, we don't recognized for it because, generally, the news media likes to point out some of the things that maybe an officer here or there does, that is not like that. But anybody that saw a twelve year old kid drowning out there is gonna go in. You know? There's nothing heroic about it. He needed help. I took all my stuff off and I helped him.

I just told him, 'You need to start going to church…

[Chuckles]

Police Officer Hoffman: …because if I, if was not there, you would not be here.' I just happened to be driving by at that exact moment. So, you know, it worked out for everybody. But I'm just glad the outcome was what it was and a mother still has her, her son. And everything turned out good.

But, thank you. I appreciate it.

Chairperson Lanier: Thank you.

[Applause]

Police Chief Osgood: What we have done at the Police Department, we also put up a big plaque to recognize the officers of the quarter, and their names on the plaque. So if you guys get a chance, come by and take a look at the lobby, and you're gonna see for this quarter, his face on one of those pictures.

But, Chairperson, if you don't mind, can I get everyone in the Council, to take a picture with Officer Hoffman, please? I brought…

Chairperson Lanier: Very good. Yes.

Councilperson Botel: Madam Chair, before we… Just, quickly before we do that. I just wanna thank Officer Hoffman, because the people on Singer Island so greatly appreciate your presence there in our community. I hear constant.., a constant refrain of people who appreciate the work that you do, and the way in which you go about doing that work. People appreciate your courtesy, your kindness, and the attention you pay to the details.

So, thanks so much.

[Applause]

[Discussions setting up for picture]

Chairperson Lanier: Alright. Thank you again, Mr. Hoffman. Good night.

Madam Clerk, next Item, please.

<u>ITEMS TABLED</u>

<u>REGULAR</u>

8. City Clerk Anthony: Madam Chair, Members of the Board, we're now onto Item No. 8.

City Clerk Anthony: RESOLUTION NO. 81-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, INCREASING THE COSTS FOR DESIGN-BUILD-FINANCE PREDEVELOPMENT SERVICES FOR FIRE RESCUE FACILITIES FROM $500,000.00 TO AN AMOUNT NOT TO EXCEED ONE MILLION THREE HUNDRED THOUSAND DOLLARS AND 00/100 ($1,300,000.00); PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ELIZABETH MCBRIDE, DEPUTY CITY MANAGER, 561-812-6597

City Clerk Anthony: Madam Chair, Members of the Board, we do have public comment on this Item. The acceptance of public comment on this Item is now closed.

Councilperson Botel: Move to approve the Resolution 81-21, pertaining to the increase of the cost for design-build finance.

Chair Pro Tem Miller-Anderson: Second.

Chairperson Lanier: Mr. Evans.

City Manager Evans: Madam Chair, Members of the Board, I'd ask for Deputy City Manager, Ms. Elizabeth McBride, to make this presentation.

Deputy City Manager McBride: Good evening.

Chairperson Lanier: Good evening.

Deputy City Manager McBride: Madam Chair, Mayor, and Members of the Council.

This matter is back before you tonight for two reasons. One, when you passed Resolution 43-21 on.., at your April 28th meeting, awarding the solicitation to Kaufman Lynn, you also provided that Staff could move forward to formulate an Interim Development Agreement. You authorized the Manager to execute that agreement, once approved by the City Attorney's office, and for that agreement to be returned just as an Agenda Item for your information at the first meeting after execution. And that's why you have a copy of the Interim Development Agreement.

And that agreement primarily just covers the predevelopment and preconstruction activities from designing to preconstruction due diligence Site Planning permitting. It also does provide, consistent with action you took earlier, that should the City not move forward with financing, Kaufman Lynn will still be developer under the.., a design-build contract, the final document that will come back to you.

And we hope to have that final construction, or design-build document back to you within two months. Okay.

Resolution 88-21, previously Resolution 43-21, it provided for $500,000 in predevelopment costs. And that figure came.., was.., we had devised that figure prior to working with the developer group, and our owner's rep. The cost that you have before you now, the $1.3MM, covers the cost for the developers, as well as the owner's rep for the City. It does have.., and that amount will be backed out. It continues the amount should we had moved forward with financing, as proposed by the developer for their attorneys. And that was based upon actual use of the funds, if you look at Exhibit B to the development agreement.

Chairperson Lanier: Is that it?

Deputy City Manager McBride: Yes.

Chairperson Lanier: Alright. Very good.

Any questions regarding this presentation?

Councilperson McCoy: Madam Chair?

Chairperson Lanier: Yes. You're recognized.

Councilperson McCoy: Thank you.

Ms. McBride, so PSA is our owner's rep?

Deputy City Manager McBride: Yes.

Councilperson McCoy: Do we have somebody inhouse that does co'.., project management for this or, or contract compliance? Because I see all of these services. I'm just wondering, this is gonna be no different than what, I think was just brought up in our audit.

I mean, I'm not saying that they did not perform the $64,000 worth of services, but who's checking on our end?

Deputy City Manager McBride: Basically, I represent… If you look at the Interim Development Agreement, there's a Project Management Committee for this project. The City has, as its representative, our City Engineer, Terrence Bailey, and our owner's rep, Chris Hassell from PSA.

Councilperson McCoy: Follow up.

Deputy City Manager McBride: So, Mr. Bailey should be our eyes and ears.

Councilperson McCoy: Okay. And…

Chairperson Lanier: Go ahead, sir.

Councilperson McCoy: And, and this.., Ms. McBride, I'm saying this respectfully, so this is getting right back to what I think we just seen in, in finding number 2020 0-8. Who's checking off on this, that these services are being performed? Is that Mr. Bailey?

Deputy City Manager McBride: Mr. Bailey. Yes.

Councilperson McCoy: And, I guess, and, and this may be a question you can answer, but how, how are they billing us? Monthly? Or is it…

Deputy City Manager McBride: If you look… Let's see. Hold on.

Councilperson McCoy: But, I guess…

Deputy City Manager McBride: Monthly. If you look at Exhibit B that we have attached.

Councilperson McCoy: Okay. I, I just wanna make sure that we're not.., I mean, $64,000, I know we've only been here, what now? Not even two months in a full.., not even a full sixty days. I just wanna make sure that there's somebody on our side, that is ensuring that PSA…I

Deputy City Manager McBride: [Inaudible]. PSA, $64,000 is the total amount for four months now. It's not per month.

Councilperson McCoy: So this was before we started…

Deputy City Manager McBride: For four months.

Councilperson McCoy: But, their services started before we entered into the.., into the, I guess, the direction to go and move forward with Kaufman…

Deputy City Manager McBride: They…

Councilperson McCoy: …Lynn?

Deputy City Manager McBride: They just started, sir. They really have just started. We had no reason to be using them before we brought on Kaufman Lynn.

Councilperson McCoy: That's been four months now?

Deputy City Manager McBride: No.

Councilperson McCoy: I thought…

Deputy City Manager McBride: No. No. It hasn't been four months. I said their services really just started in the month of June.

Councilperson McCoy: Okay.

Deputy City Manager McBride: Okay.

Councilperson McCoy: And we've.., $64,000 for the month of June?

Deputy City Manager McBride: No. The $64,000 is for June, July, August, and September…

Councilperson McCoy: Okay.

Deputy City Manager McBride: Okay?

Councilperson McCoy: Well, that's why I was asking, Ms. McBride.

Deputy City Manager McBride: Yes. Okay.

Councilperson McCoy: I mean, you know, you got this.., there is PSA scope of services. It's not even clear whether or not it was already performed. It just kinda gives a breakdown of hours, I suppose.

Deputy City Manager McBride: Okay.

Councilperson McCoy: So, I, you know, I exactly wasn't sure…

Deputy City Manager McBride: Yes.

Councilperson McCoy: …was this already performed or not.

Deputy City Manager McBride: I'll be honest with you, I wish I could remember the date. The actual date that we first met with them for the services related to this contract was about two weeks ago. And it was after that meeting, we devised the scope of services. So, really, it's just in the last weeks we devised this scope of services for this project.

You know, they were hired with a group, I guess it was four or five persons…

Councilperson McCoy: Mhmm.

Deputy City Manager McBride: Companies that were hired as owner's rep. And they were put on a rotational basis, but the services.., the contract still required a scope of services to be agreed upon by the parties, and the contract did not dictate the actual commencement of their services.

Councilperson McCoy: Okay. Fair enough.

Deputy City Manager McBride: Mhmm.

Councilperson McCoy: Thank you.

Deputy City Manager McBride: Okay.

Chairperson Lanier: Very good.

Any other questions for Ms. McBride? I would also like to say that, if the.., Mr. Bailey is our eyes and ears, then he should be present with you when you, when you present these Items.

Deputy City Manager McBride: He had something else to do tonight.

Chairperson Lanier: But I'm just saying.

Deputy City Manager McBride: Yes. I know.

Chairperson Lanier: He needs to be present.

Deputy City Manager McBride: Mhmm.

Chairperson Lanier: To answer any questions in regards to these.

Deputy City Manager McBride: Mhmm.

Chairperson Lanier: Thank you.

Deputy City Manager McBride: [Inaudible].

Chairperson Lanier: Any other questions in regards to this Item?

Thank you, ma'am. Can we…

Deputy City Manager McBride: You're welcome.

Chairperson Lanier: …call the question?

City Clerk Anthony: Madam Chair, Members of the Board, we do have public comment on this Item.

Bonnie Larson, Bessie Brown, Mary Brabham.

Chairperson Lanier: Very good.

Deputy City Manager McBride: Okay. Thank you.

Councilperson Botel: Bonnie?

[Inaudible dais comments]

Chairperson Lanier: She said no.

City Clerk Anthony: Bessie Brown.

Councilperson Botel: She's gone.

Chairperson Lanier: She's gone.

City Clerk Anthony: Mary Brabham.

Ms. M. Brabham: Hi. Mary Brabham, Riviera Beach.

I totally agree that on the project like this, if we are to get on the ball and do what we need to do to build up our facilities in the 21st Century, we need someone other to watch the hen in the henhouse. I want you to remember that, to watch the hen in the henhouse. Because we do want these projects to go and to move once we dedicate ourselves to make these big time financial investments. I can't have babies followed around here. I can't have somebody that, that I have to feed into their little whims and

wants and needs. This is not about one person here. This project is a huge project, and we want that Fire Station built for the 21st Century.

I have no objection to what we need to move it. But I, as a resident, and we looked at.., we need somebody to watch the hen in the henhouse. And I'm asking this Board here, to do that as well, so when somethings falls in the gap… I always believe.., Ms. Brabham got four sets of eyes. Two natural and two glasses, plus bifocals.

[Chuckles]

Ms. M. Brabham: So, see.., so, I'm watching.

[Inaudible comment]

Ms. M. Brabham: And they're helping watch too, so I can see what I need to see, that maybe will come in a gap.

And while we are talking about the Fire Station, 'cause they deal with water. And at the Library, I just wanna too, Fire, I know you're gonna deal with water. I picked up this water quality report at the Library, our new Library. And I want the residents to compare it with West Palm Beach and our surrounding area.., area. And we still come out on top.

So fireman, you will put out our water.., with the water that, that we have as well as, from our hydrant, and you will do a good job. But I need for you all to move on the projects that we need to move on. And I need for somebody to watch the hen in the henhouse so that we will not have gaps like we have had before.

So, I'm asking you, Board, 'cause I am gonna hold you accountable.., not just me, we as residents as well because we want things done. And I totally agree that perhaps we need to go back and workshop that Phase 2 because there's a lotta gaps in there that we need to bring up to date. So, let's get on the ball and let's do these things.

Thank you.

Chairperson Lanier: Thank you, Ms. Brabham.

Madam Clerk.

City Clerk Anthony: Councilperson McCoy?

Councilperson McCoy: Yes.

City Clerk Anthony: Councilperson Botel?

Councilperson Botel: Yes.

City Clerk Anthony: Pro Tem Miller-Anderson?

Chair Pro Tem Miller-Anderson: Yes.

City Clerk Anthony: Chair Lanier?

Chairperson Lanier: Yes. Unanimous vote in favor of this Item.

9. Chairperson Lanier: No. 9, Madam Clerk.

City Clerk Anthony: Item No. 9.

City Clerk Anthony: SELECTION OF A VOTING CANDIDATE FOR THE PALM BEACH COUNTY LEAGUE OF CITIES AND THE FLORIDA LEAGUE OF CITIES.

Chairperson Lanier: Mr. Evans.

City Manager Evans: Madam Chair and Members of the Board, this Item is to be presented by the City Clerk, but I can definitely stand in.

We're looking to obtain a delegate, as well as a representative. In the past, Councilperson Botel was the Member and Councilperson Miller-Anderson was the alternate, so we would need for the Board to select a, a Member to represent, and then an alternative as well.

Councilperson Botel: Madam Chair?

Chairperson Lanier: Yes. Go ahead.

Councilperson Botel: I continue to serve on the Board of Directors of the League, so I don't mind doing it, and KaShamba doesn't mind…

Chair Pro Tem Miller-Anderson: Yeah. We, we had a discussion.

Councilperson Botel: Yeah.

Chair Pro Tem Miller-Anderson: So…

Councilperson Botel: We're good.

Chair Pro Tem Miller-Anderson: When we selected it. So, I guess…

Chairperson Lanier: [Inaudible].

Chair Pro Tem Miller-Anderson: …we just need a motion, right?

Chairperson Lanier: Do you have any objection, Mr. McCoy?

[Inaudible comment]

Chairperson Lanier: Alright.

Councilperson McCoy: No. No, but that, that's what I was saying. This just seems really unusual.

Chair Pro Tem Miller-Anderson: [Inaudible].

Councilperson McCoy: Yeah. I, I don't know what…

Chairperson Lanier: Well, that.., it, it stays the way it does. Botel as the…

Councilperson McCoy: Well, let's formalize the [inaudible].

Chair Pro Tem Miller-Anderson: Yeah.

Chairperson Lanier: Alright. Go ahead.

Councilperson Botel: I make a motion…

City Clerk Anthony: Madam Chair and Members of the Board, this is for any Items that may come up at your conferences that…

Councilperson Botel: Right.

City Clerk Anthony: …need to be voted upon.

Councilperson Botel: Right.

City Clerk Anthony: So, when it comes down to the Palm "Beach County League of Cities, the Palm Beach County of Leagues of Cities, in speaking with the representative, they indicated that they don't foresee anything coming up that a member would need to vote upon. However, it's good to have someone on record that can do the vote as representative for the City. And in the backup, you will see where I did indicate that Ms. Botel was the representative for the City, and Ms. Miller-Anderson is the alternate.

However, if the Board does not want to go with Ms. Botel and Ms. Miller-Anderson as the alternate for the voting delegate, they are more than welcome to do so. As well as, the same thing for the Florida League of Cities conference that's coming up next month. As of right now, when I had last spoke with the representative, they don't see anything that will be coming up for voting. However, as you all know, that can change. And so, it is our responsibility to make sure that we have a voting delegate there.

So, you will have to determine whether or not you want Ms. Botel to be the voting delegate at the Florida League of Cities, and Ms. Miller-Anderson to be the alternate as well…

Chair Pro Tem Miller-Anderson: Madam…

City Clerk Anthony: …for the Florida League of Cities.

Councilperson McCoy: Madam…

Chair Pro Tem Miller-Anderson: Madam Chair?

Chairperson Lanier: Yes. Go ahead, Miller-Anderson.

Chair Pro Tem Miller-Anderson: So, in, in the years past, when we've had the voting at the Florida League of Cities conferences, it's always been consistent with what we selected for the Palm Beach County League. So, in the years past, when I was the, the, the representative, I was also the delegates to vote. So, if we stay consistent what we've done before, it.., we would just be making a motion to vote on it as it is. Unless somebody wants to change that.

Councilperson McCoy: Madam Chair?

Chairperson Lanier: Yes. Go ahead.

Councilperson McCoy: I don't have a problem with that. And that's absolutely fine but, for all intents and purposes, this is general membership, and you know how those conferences get, you know, they.., the membership is called at any point. I don't have a problem with Dr. Botel being primary, you being alternate. But I just think that every Member should have the opportunity.

Because in the event that there is some unusual circumstances where there is a membership meeting, and there is a vote call, I don't want us not to have a seat at the table, if neither one of you are there. Especially, if it allows for having multiple alternates.

Chair Pro Tem Miller-Anderson: Can we put more…

Councilperson Botel: Does it allow for…

Chair Pro Tem Miller-Anderson: It doesn't allow for that, does it?

Councilperson McCoy: It clearly does.

City Clerk Anthony: The voting delegate form was attached and it does indicate for the Florida League of Cities, I believe, where alternate members.., additional alternate members can be placed. I'm not for certain about the Palm Beach County League of Cities. But, I'm, I'm quite sure if we make the decision as an entity to do it, they will go along with it. 'Long as I have it indicated on the form and I sign off on it, on the action taken by the Board.

Chair Pro Tem Miller-Anderson: So…

Councilperson Botel: So…

Chair Pro Tem Miller-Anderson: …Madam Chair?

Councilperson Botel: I'll, I'll make a motion that…

Chairperson Lanier: [Inaudible]…

Councilperson Botel: Go ahead.

Chairperson Lanier: Hold on a second.

Councilperson Botel: Mhmm.

Chair Pro Tem Miller-Anderson: So, what I was going to say is, first of all, who's going to the conference? I think we.., they always vote at the conference, typically, if there's something coming up. So, one, we wanna make sure who.., whoever we're putting down, will be going.

Councilperson Botel: I'm going.

Chair Pro Tem Miller-Anderson: I'll be going too. Mr. McCoy, are you going?

Councilperson McCoy: Yes.

Chair Pro Tem Miller-Anderson: Okay. So, you wanna be an alternate too?

Councilperson McCoy: Yes.

Chair Pro Tem Miller-Anderson: It sounds like he does.

Councilperson McCoy: Yes, Board Member Miller-Anderson. But, if you look at the form, I mean, it essentially allows anybody that's a part of the governing body. So, I would.., all I'm suggesting is, we won't run afoul, any kinda way, if you guys wanna go in sequential order, we can put, even the Mayor for that matter, on the form. It allows you to have multiple alternates. That's what I'm saying. So…

Chair Pro Tem Miller-Anderson: I, I understand. That's why I was saying, well, do you wanna have your name on there? If you're not…

Councilperson McCoy: Yeah. That's fine.

Chair Pro Tem Miller-Anderson: If somebody's not attending, I mean, there's no point in putting your name on there. So, if everybody's going, if everybody wanna put their name on it, they can. Because we can all attend.

Councilperson McCoy: Sure.

Chair Pro Tem Miller-Anderson: We can all attend the meeting. So, we just don't wanna be where we don't have anyone.

Councilperson Botel: So, I'm making a motion that I'll be the primary voting delegate and Councilwoman Miller-Anderson will be the first alternate. And the other alternates will be named as the rest of the Council, including the Mayor.

Did you get that?

[Inaudible dais comment]

Councilperson Botel: So, put everybody on there, in other words.

Chair Pro Tem Miller-Anderson: McCoy will be third. So he can be next. McCoy third?

Chairperson Lanier: Can I get a… Yes. That's fine. Can we get a second?

Councilperson McCoy: Second.

Chair Pro Tem Miller-Anderson: Second.

Chairperson Lanier: Very good.

Madam Clerk.

City Clerk Anthony: Councilperson Botel?

Councilperson Botel: Yes.

City Clerk Anthony: Councilperson…

Ms. M. Brabham: [Inaudible].

City Clerk Anthony: …McCoy?

Councilperson McCoy: Yes.

City Clerk Anthony: Oh, my apologies. We do have a public comment card on this Item.]

Mary Brabham.

Chairperson Lanier: Ms. Brabham said wait a minute.

Councilperson Botel: You wanna be the delegate, Ms. Brabham?

[Chuckles]

Ms. M. Brabham: Mary Brabham, Riviera Beach.

Three, three strikes, you're out. [Chuckle]. Okay? Just kidding.

The League of Cities, we know that this is important, within our City. I agree with these two representatives. Why? Because, KaShamba Miller business aspect, as well as a residents. And to put you on those boards there as a resident of.., represent our

City, as well as a business, Ms.., Dr. Botel, she's good at that too. So, these are two good representatives that I would, sitting up there, I would agree with. You all can attend, but the League of Cities always need that validated voting body to help push your issues, or our concerns, you know, about our City.

And, I look at you two as being vested in these area. I'm gonna use that word there. Because, you both are vested. Not saying that the rest is not vested, but I need somebody there when Ms. Brabham is not there.

[Chuckle]

Ms. M. Brabham: I need somebody to get up and attend these things here that needs to be attended. Not when you want to, but when you must, as a representative.

So, so I feel that you all, you two, will do well. Not saying that the others.., but I'm just looking at the totality of business. Doing business. Because this is about who we are now. With our Reimagining, and, and just, just, just, just coming out of what we have came out of, and still standing to make us realize we have a lot [stammer] ahead of us.

And we can do it. We can do it. And everything now, we wanna be on that century here to say that we, we, we gave it, not our best but, but we gave our number one star because we are reaching for the stars here now. We, we may not grab them, but they are always in our reach. So, and, and I want this Board to think. Step out of those, those boxes that fit that ingenuity and bring that clarity.

And Chairperson [stammer] Ms. Lanier, we love you. Yes, we do. We love you. We love all of you all. But Ms. Brabham does not wanna be in a meeting 11:00 o'clock, 12:00 o'clock or 1:00 o'clock. It doesn't take all day long to do business. So we thank you, as a Board, that's coming into that frame and realizing that.

Sometimes we have t wo and three meetings and we're able to get out of here before 9:00 o'clock. Yeah, Ms. Brabham's gonna give you a slap.

Thank you.

Chairperson Lanier: Thank you, Ms. Brabham.

[Chuckles]

Chairperson Lanier: Thank you, Ms. Brabham.

Madam Clerk.

City Clerk Anthony: Councilperson McCoy?

Councilperson McCoy: Yes.

City Clerk Anthony: Councilperson Botel?

Councilperson Botel: Yes.

City Clerk Anthony: Pro Tem Miller-Anderson?

Chair Pro Tem Miller-Anderson: Yes.

City Clerk Anthony: Chair Lanier?

Chairperson Lanier: Yes.

Councilperson Botel: [Inaudible].

DISCUSSION BY THE CITY MANAGER

Chairperson Lanier: Yes. Can we have public.., can we have comments from our City Manager, please?

City Manager Evans: Yes, Madam Chair. Just a couple of brief items related to the Marina Phase 2 project on the CRA side. In the Agenda packet that was posted this evening for the CRA, we are asking for the Board to consider having a meeting on the 29th of July to bring some of the particular elements to closure. We're at a point where we believe that by July 14th, the Board will authorize us to move forward with our financial consultant to re'.., to look at the financial elements associated with the developer's proposal on Element 8.

We will have the parking study concluded, the housing study. We have the financial review and update of Element 8, Element 1 review and update. Also, the Florida Housing Finance Corporation, the nine percent tax credit program, the application, and the Board making a determination if they are gonna support that project, as well as the developer has resi'.., revised their proposed plan. And then we wanna talk about Site Control and the Master Lease Agreement.

So, that's actually in the Agenda packet. Staff will then begin having individual conversations with the Board concerning the project, to be able to have a lot of your questions answered prior to that meeting and bring you up to seed about the conversations that have been had at the Staff level concerning that.

So that's gonna be a publicly advertised meeting. And, and certainly, those are gonna be items that are placed on the Agenda. And we are gonna have it as a Regular meeting, so there will be an opportunity for citizen input.

With regards to what was stated earlier, as it relates to community charettes, that's something that we could do, but we have to understand that that's part, part of the solicitation and was elements that they were looking to bring online, associated with commercial, retail, or what have you. And so, there can be community conversations as to what those elements are, but when we do look to have that meeting with you on the 29th, at that point, that's really when we're going to see if the Board is going to facilitate

some of the authorizations that need to occur for the project to, to move into subsequent phases.

So, I, I did want you to know that we will be asking for a, a special meeting on the 29th of July, which is a Thursday.

Related to, shifting gears, on the tragedy that occurred at Surfside, I provided you all with a memorandum that was jointly crafted by Development Services, Fire Rescue, City Admin., to speak to the City's desire to see facilities and structures, residential, commercial and business facilities go through a process that looks at the structural integrity of those facilities. And, most agencies, Miami-Dade County and Broward County have a, a more stringent restriction, but they're asking for, you know, buildings to go through this certification process, at forty years. We're asking for persons to really consider looking at it at twenty-five, and then at forty for multiple reasons. One, being a coastal community and buildings taking the inclement weather throughout the year, we do want to make sure that, if they identify an issue at year twenty or year twenty-five, it's gonna be profoundly cheaper and easier to mitigate, as opposed to waiting 'til the later part of that particular spectrum, and then finances for that particular association may be that much more of a lift.

So, we will be sending that information to all.., to all condo associations, all buil'.., all buildings, all property owners, that we deem to be within that particular category. And certainly, the City's gonna help facilitate as much as possible.

We have had the opportunity to send a small group Fire personnel to assist on the recovery efforts in Surfside. And our folks have done an outstanding job. And, it is something that puts a lot of things into perspective for them as they return back. And so, once they have concluded their service, I will ask for the Chief to have them come and, and share some information with you that I think is important, and, and applicable to what we're gonna do here on the City side.

But we are advocating for a countywide system that looks to standardize how buildings are inspected and, and what the expectation, and ultimately, wanted to see some action on the Florida State Legislature that speaks to that so there's uniformity and consistency throughout the state.

And then lastly, the Staff did an outstanding job in breathing life to the Library and the YEP facility, or the Emerging Community Center. There is a lot of components that are still coming online, but we are so impressed and proud of all the Staff member and all the persons from every department that put a little bit of effort into breathing life to this.

So, I can't thank the Board enough for your leadership and your vison, and your commitment to helping us move forward. The City Attorney, from looking at all the agreements and the change orders, and the Resolutions, you know, we couldn't have done it if we didn't have outstanding Legal counsel. And then the Staff, and the Department Directors, jumping in and, and doing whatever is necessary. And, our contractors were outstanding.

There's not many construction projects I've ever managed where I don't hear from the general contractor with bad news. This general contractor, Mr. Randolph, did an outstanding job, and really represented what the vision of the City was in this particular facility. So, we're glad that we helped local minority businesses in our community, and it was one of the first major projects that the City has done in a long, long, long time. And so, we're so enthusiastic about the future and, and what it holds.

And, for the community, like I said before, you know, you definitely need to get some sunglasses because the, the vision for the City is really bright.

So, and Ms. Bonnie Larson, it's great to see you back.

[Chuckles]

[Applause]

City Manager Evans: I, I personally missed you.

[Chuckles]

City Manager Evans: And, I do have that letter that… Bonnie got her three minutes in a letter she wrote to me, I'm just saying that.

[Chuckles]

City Manager Evans: But certainly, we're, we're glad to see you back out and, and engaging with us. We, we appreciate it and, and we certainly missed you.

So, Madam Chair, that concludes my comments.

Chairperson Lanier: Thank you, sir.

DISCUSSION BY CITY ATTORNEY

Chairperson Lanier: City Attorney.

City Attorney Wynn: Yes, Madam Chair.

Pursuant to Florida statute 286.0118(d), Public Meetings and Records, and in a desire to obtain advise concerning litigation, I'm requesting a time that the City Council is available for a closed executive session in the matter of Ladi March Goldwire vversus The City of Riviera Beach, Case No. 9-18-CV-81285.

Trial in this matter is scheduled on the court's two week trial docket commencing August 2, 2021. And in light of the upcoming trial, I'd like to request a closed executive session with the Council to discuss this matter further.

Are you all available on July 21st at 5:15.., beginning at 5:15 p.m. for the closed executive session?

Councilperson Botel: Madam…

Chairperson Lanier: Yes.

Councilperson Botel: …Chair?

Chair Pro Tem Miller-Anderson: Yeah. I…

City Attorney Wynn: Okay.

Councilperson Botel: Do we have an Utility Special District meeting that night?

City Attorney Wynn: Yes, you do.

Councilperson Botel: Okay. So, at what time you were saying? 5:00?

City Attorney Wynn: 5:15.

Councilperson Botel: Yes.

City Attorney Wynn: For approximately one hour, and then we would begin the Utility Special District meeting, and then Regular City Council meeting.

Councilperson Botel: Okay.

Chairperson Lanier: You can't… I noticed that the, the Utility District was on that same day. You can't.., we don't have another date that we can use? That we don't have all of this stuff already on the Agenda?

City Attorney Wynn: You can select another date. I know sometimes people don't.., would rather do it all on the same day. Rather than, you know, come out another…

Chairperson Lanier: Right. Right, right. Alright. Very good. That's, that's fine.

City Attorney Wynn: Okay. Therefore…

Councilperson McCoy: Madam Chair?

City Attorney Wynn: …a closed executive session will be held on the 21st of…

Chairperson Lanier: I'm sorry. Hold on a second.

Councilperson McCoy: Were you asking for our opinion or you're just telling us the date?

City Attorney Wynn: It was a question, sir.

Councilperson McCoy: Well, can I answer?

City Attorney Wynn: Yes.

Councilperson McCoy: Madam Chair?

Chairperson Lanier: Yes. Go ahead.

Councilperson McCoy: So, it appears that we have something on the 19th, a joint meeting, between CRA and CDC. Is that a better option? That's a Monday?

City Attorney Wynn: That could work. For me. I don't know about for the rest of you.

Councilperson Botel: Works for me.

Chairperson Lanier: What date is that, Mr…

City Attorney Wynn: July 19th. A Monday, is what Mr. McCoy is suggesting.

Chairperson Lanier: The 19th.

Councilperson McCoy: I, I'm only offering it. I'm not suggesting it…

City Attorney Wynn: Okay.

Councilperson McCoy: …because I see it on my calendar already.

Chairperson Lanier: That probably would work better, Mr. McCoy, given that there's not two other meetings, already on that date.

Chair Pro Tem Miller-Anderson: But that starts at 5:30, so what time would we begin the joint… I mean…

Chairperson Lanier: So, if that starts at 5:30, what time will we be doing that, Ms., Ms. Wynn, if we do the 19th?

City Attorney Wynn: You, I mean, you could do it.., you could start at five… I don't know. Did you advertise that meeting? I'm not familiar with that meeting.

Chair Pro Tem Miller-Anderson: How long…

City Attorney Wynn: On the 19th.

Chair Pro Tem Miller-Anderson: How long are we planning for that meeting to be?

City Manager Evans: That was a meeting that we were setting up. I believe there has been some, some notice with regards to that. I believe I've seen some email traffic on that. But we can, we can look to start the meeting immediately after, or, or push our meeting back to give you guys the, the time necessary.

City Attorney Wynn: So, if you wanted to start on that.., on the Monday, the 19th at 5:15?

Councilperson Botel: Okay.

Chairperson Lanier: That'll work.

Chair Pro Tem Miller-Anderson: [Inaudible].

Chairperson Lanier: That'll work.

City Attorney Wynn: Everyone's in agreement?

Chairperson Lanier: Yes. That'll work.

City Attorney Wynn: Okay. Thank you. Therefore, a closed executive session will be held on the 19th day of July, 2021 at 5:15 p.m. at the Marina Event Center, 190 East 13th Street, Riviera Beach, Florida 33404, in the case of Ladi March Goldwire versus City of Riviera Beach, Case No. 9-18-CV 81285.

Those persons in attendance will be City Attorney Dawn Wynn, Special Counsel Don Stephens, Esq. of Olds & Stephens, P.A., Mayor Felder, Members of the City Council and Mr. Evans, City Manager.

The subject matter of the closed executive session shall be restricted to settlement negotiations and/or strategy sessions related to litigation expenditures.

Thank you, Madam Chair.

Chairperson Lanier: Thank you.

CITY COUNCIL COMMITTEE REPORTS

Chairperson Lanier: Are there any committee reports? [Pause]. No.

Chair Pro Tem Miller-Anderson: Yes.

Chairperson Lanier: Okay. Go ahead.

Chair Pro Tem Miller-Anderson: I think a couple of weeks ago I attended the Palm Beach Chamber North Government Affairs Committee meeting, and I believe Mr. Lawson was on there as well. And Dr. Botel, I think you were out of town or something. And so… What was interesting is that [stammer] I wasn't aware of it, and I'm.., I don't know if anyone else is 'cause it, it's probably in the planning stages regarding a project that is looking to come across from the Coast Guard, off of Lake Shore with… Oh gosh, what's his name? Granberry?

Chairperson Lanier: Yes.

Chair Pro Tem Miller-Anderson: And, someone else. I forgot the other guy's name. But I thought that was pretty interesting. And I do wanna make for the record, Mr. Lawson did get out the call because we both felt like, okay, well, we didn't know this was gonna happen, but… So, he got off of the call. So it was just me on there. But it sounds like a project that is gonna be a pretty interesting.., a very nice condo project. A very high.., a high rise. Obviously, they're in the beginning stages. And they were trying to get the Chamber's support. And the Chamber did vote to support the project. So, that's something, I guess, we'll be hearing a lot more about. I think they're going through Planning & Zoning I believe he said, but…

Councilperson Botel: Cou'…

Chair Pro Tem Miller-Anderson: obviously it was something that hadn't reached us necessarily yet. But, just to keep that on the radar that it's something…

Councilperson Botel: Could you…

Chair Pro Tem Miller-Anderson: …that is coming..

Councilperson Botel: Could you just repeat where? Madam Chair, could she just repeat where?

Chairperson Lanier: Lake Shore Drive.

Councilperson Botel: Okay. Thank you.

Chair Pro Tem Miller-Anderson: Oh, you heard it? Okay. So, I just wanted to bring you all up to date on that. That is something that he Chamber was presented that information. And so, they, they voted to have a letter of support to see that project come to fruition at some point. So.

Thanks.

Chairperson Lanier: Very good.

<u>STATEMENTS BY THE MAYOR AND CITY COUNCIL</u>

Chairperson Lanier: We'll start with the Mayor for comments.

Mayor Felder: Thank you, Madam Chair. No comments at this moment.

Chairperson Lanier: Alright. Very good. Mr. McCoy.

Councilperson McCoy: Nothing.

Chairperson Lanier: Ms. Botel.

Councilperson Botel: Yes. I wanted to extend my deepest condolences to the family of Charles Morris of, of Long Pine. You know, we know that he was injured… Well, we

2560 know he was killed in a, in an accident on the 4th, and I think it's just really tragic. And I
2561 know that my colleagues agree that, that this was a very, very unfortunate event.

2562 And, and also, I wanna extend my condolences to the nephew of Mayor Felder,
2563 who was involved in a shooting yesterday. And our prayers are with, with him and his
2564 family.

2565 I wanna thank Mr. Evans and Staff for a wonderful 4th of July celebration. I got so
2566 many rave reviews.

2567 **Chairperson Lanier:** [Chuckle].

2568 **Councilperson Botel:** …from people about that. It was just an outstanding
2569 presentation. So, I think we may be doing these from porch things for years to come, it's
2570 been so successful.

2571 I also wanted to thank Mr. Evans and Staff for the Reimagine Riviera Beach
2572 sessions. I attended the three that I was in town for and they were excellently done. And
2573 I also got rave reviews.

2574 I was not here for the Library opening but Sam and I went there yesterday and it's
2575 just a beautiful spot. Really. Really. Outstanding.

2576 I spent some time yesterday with.., over at the Stonybrook property, which is now
2577 known as Azure Estates. Assistant City Manager Jacobs and my legislative aide, Sam
2578 Brown, were there with a meeting.., for a meeting with the management team and we
2579 were briefed on what's, what's been happening over there. They're now down to just four
2580 buildings left and have committed to improving the lives of those in that community, as
2581 well as…

2582 **Unk. Audience:** [Inaudible].

2583 **Councilperson Botel:** …those around them.

2584 So we're very, very pleased to see that project moving forward so positively. They,
2585 they have started construction on the community center. And we hope that that will be
2586 finished, we think by Nov'.., by Thanksgiving. We had a, a nice presentation. Jim and
2587 Karen Gleason from Singer Island donated a MacBook laptop to the community center.
2588 We were happy to provide that with.., to them yesterday.

2589 So, and we will be having a police substation. We thought originally it was gonna
2590 be in one of the apartments, but now they've decided to use the old community center,
2591 which will be a great place for a, a police substation over there. Right at Stonybrook, so
2592 they can service, not only the Stonybrook community but the surrounding community as
2593 well. So, we're happy to see the progress in that community.

2594 I got a article.., I read an article in the latest edition of National Geographic about
2595 trees. And I mentioned it to Mr. Blankenship today and he provided me with a tree equity

score. And I don't know if he has spoken with you, Mr. Evans, about this, but I'm concerned about the level of tree cover that we have in the City, particularly on the westside of the City. And I hope that, as the budget process unfolds, we can plan to be planting more shade trees on the westside of the City. Because, we know that we need the shade. And, and there's a great disparity in cities across the country, between wealthy neighborhoods that have a lot of shade trees, and neighborhoods that are not as wealthy that just don't have that kind of shade. And I think that's an important consideration for us going forward.

Last couple of things. I've been meeting with Mr. Calloway to discuss the plans for the City's Centennial celebration. And, we discussed at our lunch meeting today, the need to form a committee to work out the events for the Centennial. I have an outline of the calendar we talked about today and I will be sharing that with you, Mr. Evans. And I hope that we'll be putting together a committee to discuss that.

And we've also begin an oral history project with Mr. Callow. We'll be videotaping him, and recording as many memories of Riviera Beach history as we can. I'm looking at Bonnie because I'm wondering if there are, we call them conch folks I guess. Right? Is that the right.., is that the right appellation? For people who were here back in the day, when there was that conch neighborhood, and I'd love to be able to get some people like that. If you know anybody.., or, if anybody knows people who are about the same age as Mr. Calloway. He claims to be the oldest one with the best memory.

But, and he certainly has the best stories, I think. But, if you know of anybody else who would be interested in participating in that oral history project, it would be great.

And, the last thing I wanna say is that, if you are a resident of a high rise building, please have your building manager hire an engineer to attest to the structural soundness of your building. This is a responsibility of you, as a community. If you live in a high rise and condominium, please get your building checked out so we don't have a situation as happened in Surfside.

And that's all I have. Thank you.

Chairperson Lanier: Thank you.

Commissioner Miler-Anderson.

Chair Pro Tem Miller-Anderson: Thank you.

I just wanted to say thank you to Ms. Deirdre Jacobs and Terrence Bailey, and also Mr. Evans and whoever else may have assisted. There have been a couple of things that I've called them on. Like, for example, there [stammer], for some reason, there's a hole that continues to develop at Blue Heron and Broadway, a very bad one. And so, I saw.., I don't know what they were gonna… I guess.., I think it was AT&T, from my understanding, had some work they had to do out there and it caused a major backup at the time. And so, I contacted them and they were able to get someone out. And, AT&T did come out and repaired that, that hole that was forming.

It seems like it's something that is, is going to take a little more involvement in, because they're having to continuously repatch it and it's, it's happen more frequently now, and quicker. So, I appreciate you all getting someone out there so that we could provide some Public Safety out there.

And then also, this morning, there was.., I think it probably was an Xfinity line that dropped near the Wells Recreation, by the gym. And I believe Mr. Blankenship… No. I contacted Mr. Evans and he contacted Blankenship, I assume, and they were able to get them out there to come and fix that. At the time, I didn't know if it was electrical wire or what it was, but it was draped, basically, close to the doorway.

So, I, I appreciate you all in trying to address the issues as they come up. And, you know, not letting any grass grow up under your feet with it. So, I appreciate you all for that.

And, I just wanted to piggyback about the Library. We had an opportunity to be there. Those of you that were out, or out of town having fun, we had fun at the Library.

[Chuckle].

Chair Pro Tem Miller-Anderson: So, hopefully, you have an opportunity to go by, as Dr. Botel said she did go by. But, it is a very nice Library. It's been a long time coming. And, we don't want everyone.., we want you to like it, but we don't want you to get comfortable because we are planning to actually bring our new permanent Library with our City Hall facility. So, enjoy it while it's there, but don't get comfortable and say you don't want a new one. So, I just wanted to say thank you to everyone.

And the fireworks, of course, were great. But I hope next year we're able to get back to what we did before. But, some people like the, the front porch. And you can still sit on your front porch, you'll see it anyway. But, if we're able to bring it back to the Marina, that would be nice as well.

So, and my, of course, the condolences out to the Morris family. Actually, the young lady.., his, his daughter went to school where I, where I work at. And so, I, I know that is pretty devastating. They, they've act'.., he's actually the nephew-in-law of Mayor.., past Mayor Masters' legislative assistant, Ms. Debbie Isaac. And they've had a lot of loss in their family. You know, Ms. Debbie Isaac lost her mother, she lost her sister, she lost a nephew, and now the.., her, her nieces husband. You know, they've had a lot… All of those losses in, in one year. And so, it's pretty tragic for them and, you know, if we could say a prayer for them and keep them in [inaudible], I'm sure they would appreciate it.

Thank you, you all.

Chairperson Lanier: Thank you.

And I also would like to piggyback off all of my colleagues and.., talking about how spectacular the Library opening was. When I first ran for office, I wanted to have a new Library and, lo and behold, we have one. I am so happy about it. We have.., thank you

to Deirdre Jacobs and her Staff for making sure that it had some spark to it, it had nice ascent walls, there was greenery, there are pictures. So it, it, it's really nice looking, and I'm really happy that it turned out that way.

I also want to say that the Office of District 3 had a.., held a soft opening for the Inner City Innovators, which are the Hope Dealers, led by Mr. Aiken on Friday, January the 25th. The Hope Dealers provides mentoring and programing dedicated to empower and inspire inner city youth to embody the change they want to see in the community.

This includes initiatives such as Sunset Yoga and hikes and court advocates for troubled youth. They provide a safe haven for youth and young adults who are struggling to find their way. More information on their meeting will be forthcoming. If you have a teenager who is in need of mentorship, please call my office.

And thank you so much for the residents coming out tonight. This is what I want to see, every single meeting.

Thank you.

ADJOURNMENT

Chairperson Lanier: We are adjourned.

[Gavel]

End Of video]

City Employees, Public Comment Speakers and Others

Library Director Rodney Freeman .....Library Director Freeman

Parks & Recreation Director Richard Blankenship
Parks & Recreation Director Blankenship

Boys & Girls Club Steven Cornette .....Mr. S. Cornette

Boys & Girls Club LaTosha Freeman .....Ms. L. Freeman

Lloyd Brown .....Mr. L. Brown

Finance and Administrative Services Director Randy Sherman
Finance and Administrative Services Director Sherman

PFM Financial Advisors Serio Masvidal .....Mr. S. Masvidal

HCT Roderick Harvey .....Mr. R. Harvey

HCT Thomas Williams.....Mr. T. Williams

Media Team .....Media Team

Erica Davis .....Ms. E. Davis

Bonnie Larson .....Ms. B. Larson

Bessie Brown .....Ms. B. Brown

Cindy March .....Ms. C. March

Alexandra Witt.....Ms. A. Witt

Doretta Paulk .....Ms. D. Paulk

Mary Brabham.....Ms. M. Brabham

Chief of Police Nathan Osgood .....Police Chief Osgood

Police Officer Joseph Hoffman.....Police Officer Hoffman

Deputy City Manager Elizabeth McBride.....Deputy City Manager McBride

APPROVED:

RONNIE L. FELDER
MAYOR

SHIRLEY D. LANIER
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

TRADRICK MCCOY
COUNCILPERSON

JULIA A. BOTEL, Ed.D
COUNCILPERSON

DOUGLAS A. LAWSON
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

T. MCCOY _____

K. MILLER-ANDERSON _____

S. LANIER _____

J. BOTEL _____

D. LAWSON _____

DATE APPROVED: AUGUST 4, 2021

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 8/4/2021

Agenda Category: PRESENTATIONS

Subject: SCHOLARSHIP DONATION FROM WEST PALM BEACH FISHING CLUB.

Recommendation/Motion:

Originating Dept	CITY ADMINISTRATION	**Costs**	
User Dept.	SAME	**Funding Source**	
Advertised	No	**Budget Account Number**	
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

DUE TO A SUCCESSFUL PALM BEACH COUNTY KDW CLASSIC FISHING TOURNAMENT, THE WEST PALM BEACH FISHING CLUB IS DONATING $2,000 TO THE CITY OF RIVIERA BEACH SCHOLARSHIP FUND. THIS DONATION BRINGS THE TOTAL SCHOLARSHIP FUND CONTRIBUTIONS TO $31,500 TO-DATE.

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions (cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Monroe, Luecinda	Approved	7/22/2021 - 9:58 AM

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 8/4/2021

Agenda Category: PRESENTATIONS

Subject: REIMAGINE RIVIERA BEACH WORKSHOP SERIES SUMMARY REPORT

MARSHA NOEL, ASSISTANT TO CITY MANAGER, 561-812-6599
DANA NOTTINGHAM, URBAN DEVELOPMENT ADVISOR

Recommendation/Motion:

Originating Dept	City Manager's Office	**Costs**	
User Dept.	City Manager's Office	**Funding Source**	
Advertised	No	**Budget Account Number**	
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

As a part of the Reimagine Riviera Beach – Facility Reconstruction initiative, city staff obtained the assistance of Urban Development Advisor and Facilitator - Dana Nottingham. Through this partnership, city staff implemented a four-part Reimagine Riviera Beach Community Workshop Series during the month of June. Three site development options were selected by the City Council that were presented to the community for input. Therefore, staff engaged with the community on the site options and obtained feedback through group discussions, breakout sessions, and surveys regarding site option preferences and retail preferences. As the feedback is now gathered, Mr. Dana Nottingham will present a summary of the results and findings from the workshop series.

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions (cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Memo_Reimagine_Riviera_Beach-1.docx	Memo - Reimagine Riviera Beach Presentation	7/27/2021	Cover Memo
RB_REIMAGINE_RIVIERA_BEACH_REPORT_2021.pdf	Reimagine Riviera Beach Presentation	7/27/2021	Presentation

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Noel, Marsha	Approved	7/20/2021 - 3:36 PM
Purchasing	Williams, Glendora	Approved	7/22/2021 - 12:02 PM
Finance	sherman, randy	Approved	7/23/2021 - 8:42 AM
Attorney	Wynn, Dawn	Approved	7/23/2021 - 10:52 AM
City Clerk	Robinson, Claudene	Approved	7/23/2021 - 11:10 AM
City Manager	Jacobs, Deirdre	Approved	7/28/2021 - 6:04 PM

"The Best Waterfront City in Which to Live, Work And Play."

CITY OF RIVIERA BEACH

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

FROM: MARSHA NOEL, ASSISTANT TO THE CITY MANAGER, MPA

SUBJECT: **REIMAGINE RIVIERA BEACH WORKSHOP SERIES SUMMARY REPORT**

DATE: AUGUST 4, 2021

CC: GENERAL PUBLIC

Background:

As a part of the Reimagine Riviera Beach – Facility Reconstruction initiative, City staff obtained the assistance of Urban Development Advisor and Facilitator – Mr. Dana Nottingham. Through this partnership, City staff implemented a four-part Reimagine Riviera Beach Community Workshop Series during the month of June.

This series was centered on the three site development options selected by the Council which were presented to the community for its review and input. As such, staff engaged with the community on the site options and obtained feedback through group discussions, breakout sessions, and surveys regarding site option preferences and retail preferences.

At this time, feedback has been compiled and Mr. Nottingham will present a summary of the results and findings realized as a result of the Reimagine Riviera Beach – Facility Reconstruction series.

City Goals:

Build Great Neighborhoods.

Fiscal/Budget Impact:

There is no fiscal impact.

Recommendation:

N/A

Attachments:

Reimagine Riviera Beach Presentation

The Future Is Now!

Community Workshop Series

June 8th, 15th, 22nd & 29th

Sponsored By:

The Riviera Beach City Council
The Office of the City Manager
Jonathan Evans, City Manager
Marsha Noel, Event Organizer

Facilitator Elizabeth McBride
Facilitator Scott Evans
Facilitator Annetta Jenkins
Presenter Randy Sherman

Advisor / Lead Facilitator Dana A. Nottingham

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MANDATE

Reset the City's economic and community development *VISION* and *IMPLEMENTATION AGENDA* in order to:

- Build on strengths and competitive advantages
- Overcome disadvantages and address unwarranted perceptions
- Improve, expand and diversify the economy
- Enhance the quality of life for all citizens
- **Advance placemaking that is locally relevant and regionally appealing**
- Drive change that's transformative, sustainable and equitable

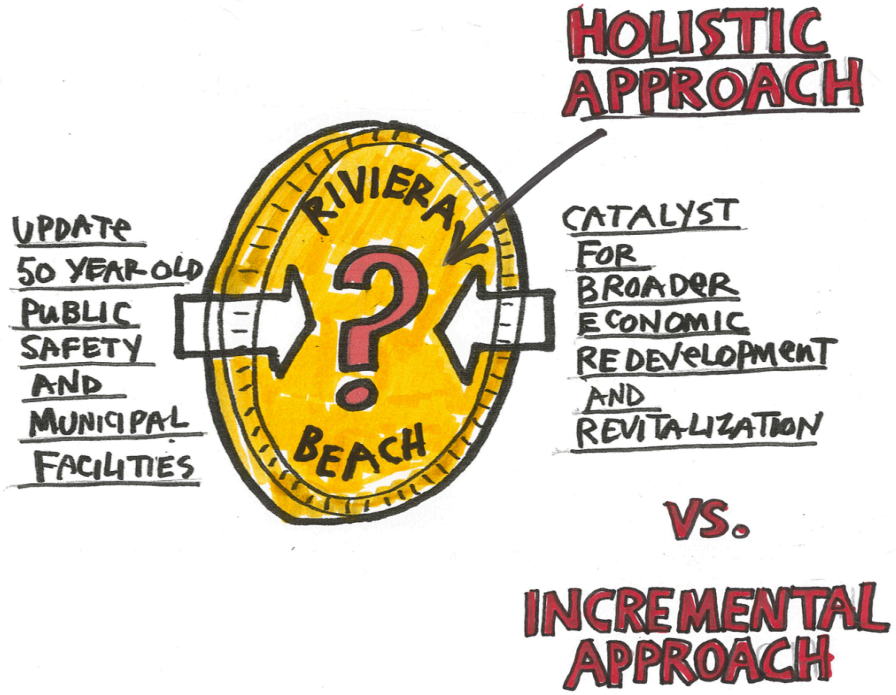
STRATEGIC OBJECTIVES

Advance a comprehensive investment and financing plan that will make "*tangible improvements*" in the following areas:

1. **Government administration** and municipal services
2. **Public safety** and emergency services
3. **Water resources** management and conservation
4. **Library services** and life-long learning
5. **Wellness** and physical/mental health programming
6. **Attract private investment** and complementary development

OPPORTUNITY

"Two Sides of the Coin"



WORKSHOP SCOPE

1. Context

- City Council Establishes Development Program
- City Council Advances Site Options A, B & C
- City Council Desires Quality Community Feedback

2. Content

- Facilitator Developed Engagement Strategy
- Criteria #1: “Progressive” (build on prior workshops)
- Criteria #2: “Interactive” (small group interaction)

3. Connection

- Share Options A, B & C Site Alternatives
- Capture Retail Preference Survey Input
- Review Financing Options and Key Questions

APPROACH

- **Workshop #1: Introduction and Overview**
- **Workshop #2: Site Options A, B and C Review**
  - Small Focus Group Discussions
  - Caption Participant Preferences
  - Capture Participant Exceptions
  - Capture Participant Key Questions
- **Workshop #3: Retail Preference Survey**
  - Shopping Preferences
  - Within and Outside Riviera Beach
  - Qualify and Quantify Shopping Patterns
  - Identify Desired Retail / Restaurant Offerings
- **Workshop #4: Connecting the Dots**
  - Recap Site Options A, B and C Preferences (focus group of 30 people)
  - Recap Retail Preference Study Results (focus group of 19 people)
  - Review City's Master Development Program
  - Review City's Financing Options and Sources/Uses Framework
  - Next Steps Going Forward

PARTICIPANTS

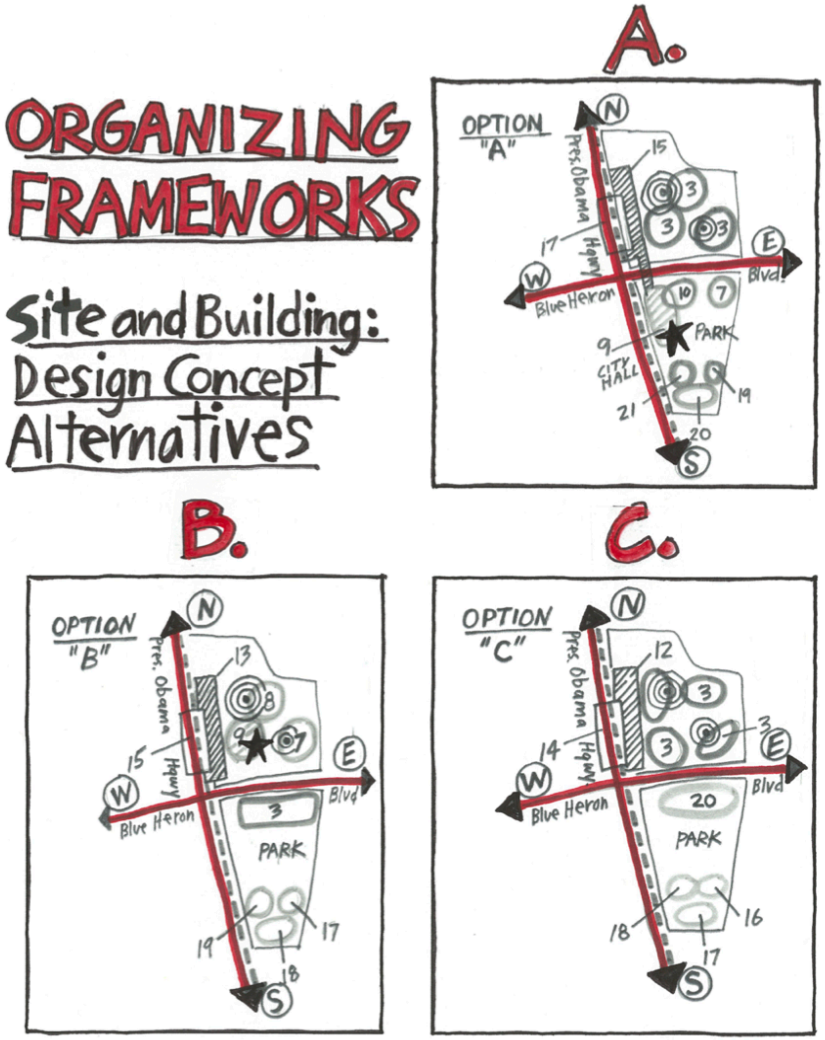
- **Workshop #1: (20 Participants)** **NA**
- **Workshop #2: (30 Participants)** 50% Returned
  - Focus Group #1: 10 people
  - Focus Group #2: 10 people
  - Focus Group #3: 10 people
    30 people
- **Workshop #3: (20 Participants)** 50% Returned
  - **Participants**
    - Age 65 – 74: 10 people
    - Age 64 – 45: 7 people
    - Age 44 – 25: 2 people
      19 people
- **Workshop #4: (50 Participants)** 50% Returned

DEVELOPMENT PROGRAM

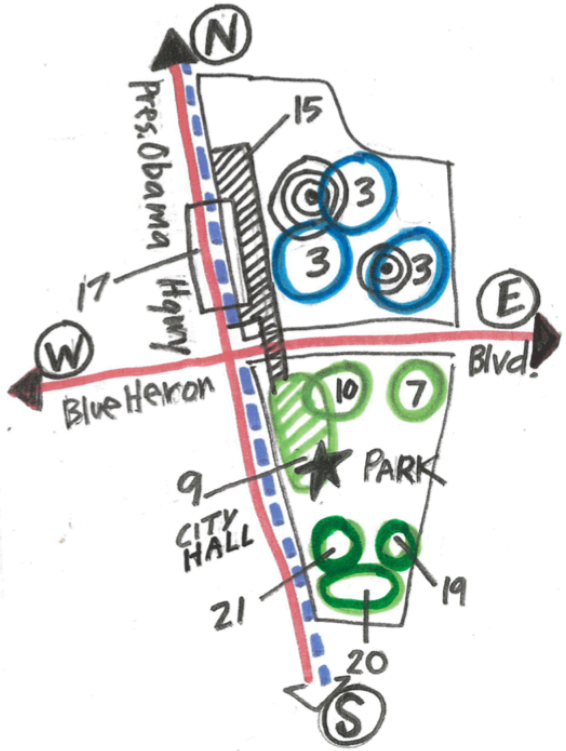
(Cross-Utilization & Cross-Programming Opportunities)

1. City Hall
2. City Administration
3. City Hall Parking & Commercial
4. Police Station
5. Fire Station
6. Emergency Operations
7. New Public Library
8. New Wellness Center
9. New Park, Greenway & Trails
10. Water Plant & Systems
11. Demolition & Infrastructure
12. Private Mixed-Use Development

OPTIONS A, B & C

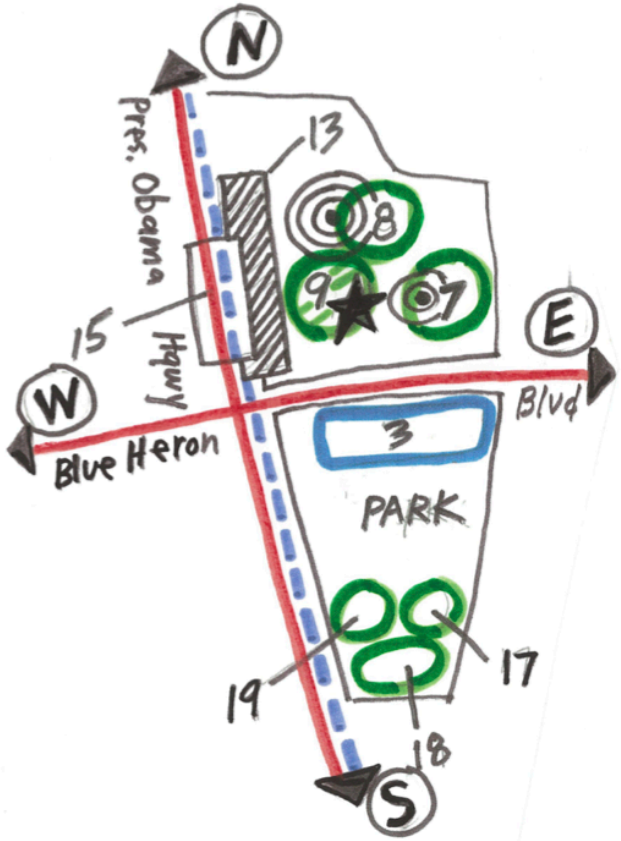

ORGANIZING FRAMEWORKS
Site and Building: Design Concept Alternatives
A.
OPTION "A"
N
S
E
W
Pres. Obama Hwy
Blue Heron Blvd
PARK
CITY HALL
B.
OPTION "B"
PARK
C.
OPTION "C"
PARK

OPTION "A"

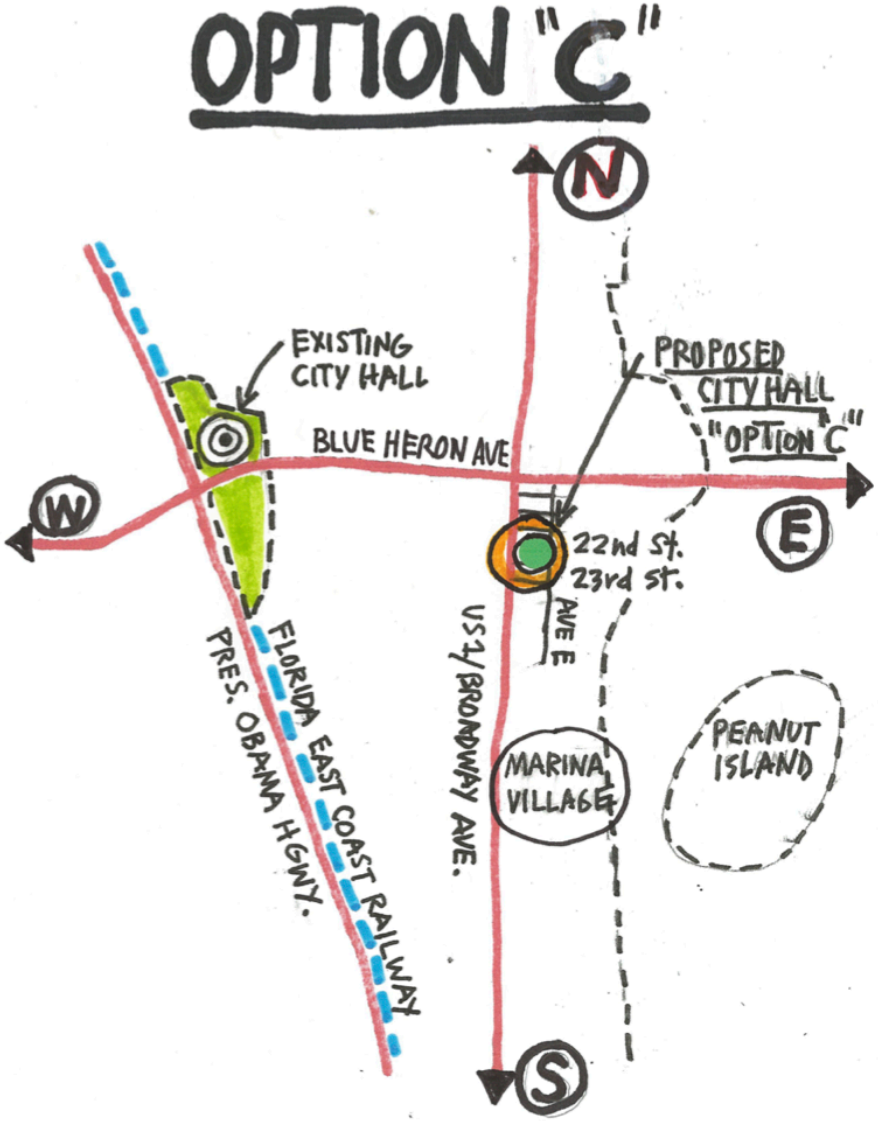


North Parcel: 17 (Train Station); 15 (Parking Garage); 3 (Mid-Rise Private Mixed Use)
South Parcel: 9 (City Hall); 10 (Administration); 7 (Library); 21 (Emergency Operations); 20 (Police Station); 19 (Fire Station); Park.

OPTION "B"

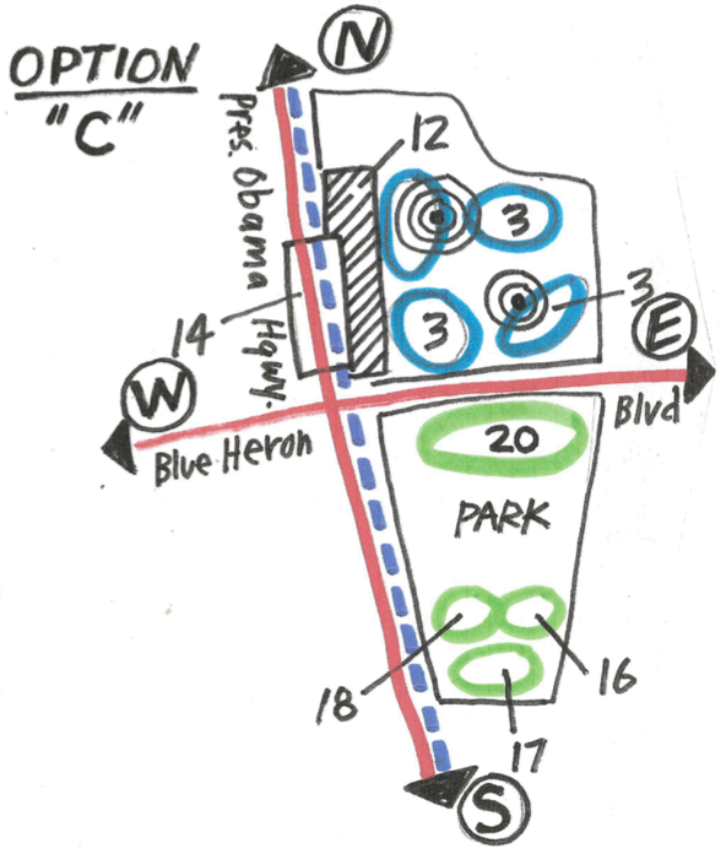


North Parcel: 15 (Train Station); 13 (Parking Garage); 9 (City Hall); 8 (Admin.); 7 (Library)
South Parcel: 3 (Low Rise Commercial); 19 (Emergency Operations); 18 (Police Station); 17 (Fire Station)



Proposed City Hall along the “west” side of US 1 at 23rd and 22nd Street at Ave. E

OPTION "C"



North Parcel: 14 (Train Station); 12 (Parking Garage); 3 (Private Mixed-Use Development)
South Parcel: 20 (Wellness Center); 18 (Emergency Operations); 17 (Police Station); 16 (Fire Station). **Off-Site:** Library site (TBD). City Hall proposed on Broadway/US 1.

OPTION A, B & C
Preferences & Exceptions

BREAKOUT GROUPS #1, 2 & 3 TOTALS

Facilitator: V. Grimsley, J. Curd, E. McBride and T. Bailey
Total Participants: **30 people**

Preference

	Group #1	Group #2	Group #3	Total
Option A	1	2	6	9
Option B	0	0	0	0
Option C	10	6	5	21
Total	**11**	**8**	**11**	**30**

Exceptions

Option A: None

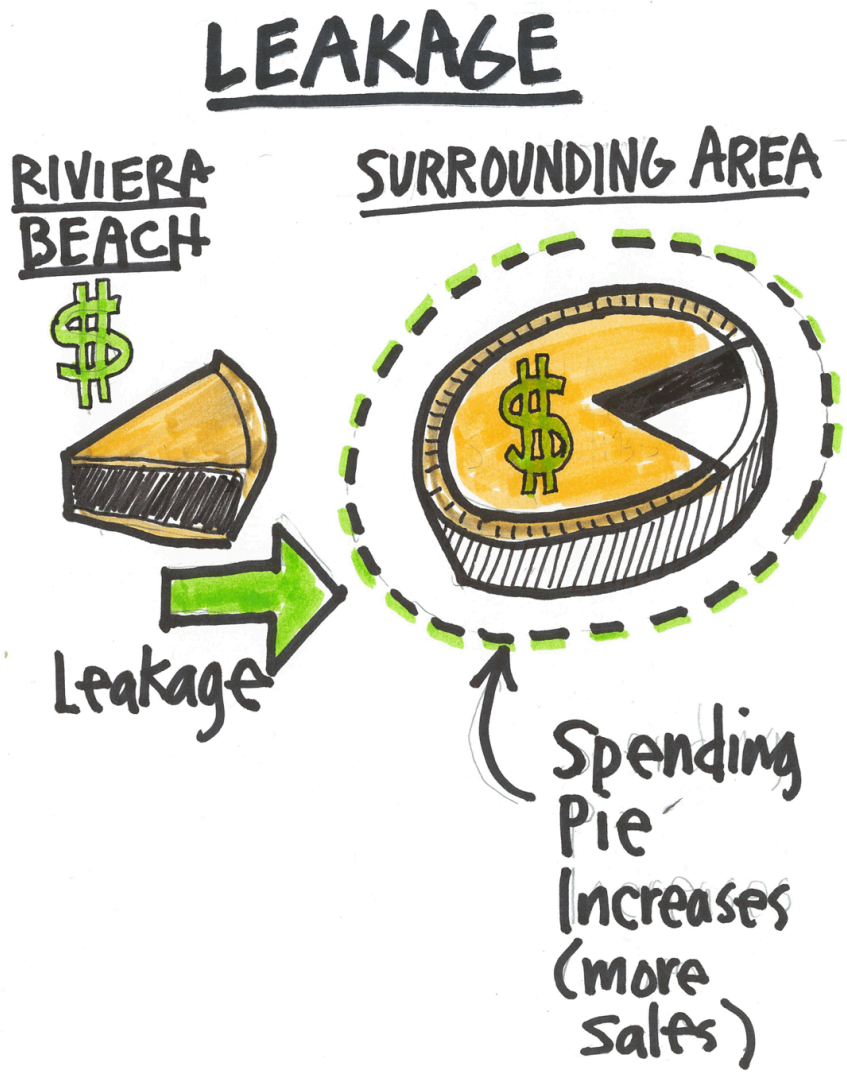
Option B: None

Option C:
(1.) Move Fire and Police stations to Blue Heron Blvd.
(2.) Displaced recreation facilities must be replaced.
(3.) Displaced voting locations must be replaced.

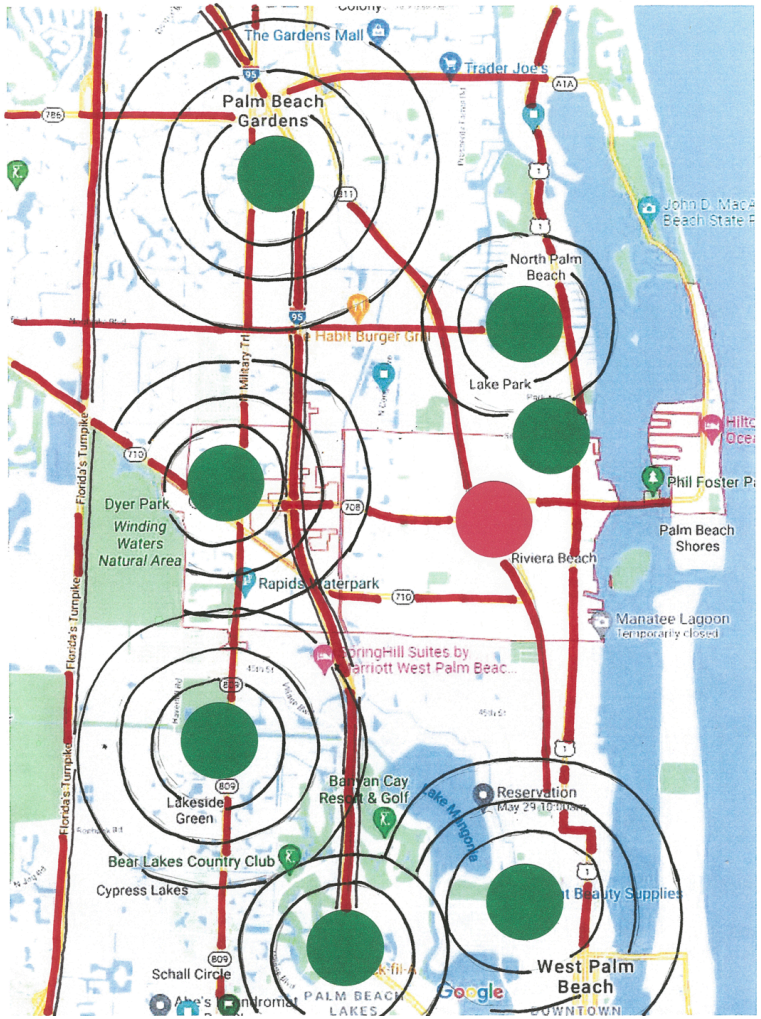
RETAIL PREFERENCE STUDY

Focus Group Profile

Age 65-74	10 people
Age 45-64	7 people
Age 24-44	2 people
Sample	**19 people**


LEAKAGE
RIVIERA BEACH
SURROUNDING AREA
Leakage
Spending Pie Increases (more sales)

AREA SHOPPING DESTINATIONS



FOCUS GROUPS

Workshop #3

PARTICIPANTS	GROUP #1	GROUP #2	GROUP #3	TOTAL
1.Male	3	3	3	9
2.Female	5	2	3	10
3.Age 18 & under				
4.Age 18-24				
5.Age 25-34	1			1
6.Age 35-44	1			1
7.Age 45-54	1	1	2	4
8.Age 55-64	2	1		3
9.Age 65-74	3	3	4	10
Total	**8**	**5**	**6**	**19**

QUESTION

Where do you most frequently shop to meet your needs within and outside of RB?

Retail Categories

1. Groceries
2. Drug Store
3. Bank
4. Doctors
5. Urgent Care
6. Barber/Salon
7. Hardware
8. Gas
9. Car Repair

Survey Sample Size

19 participants

Age Profile

Age 25-34	1
Age 35-44	1
Age 45-54	4
Age 55-64	3
Age 65-74	10
Total	19

Location Legend

RB	Riviera Beach
NPB	North Palm Beach
WPB	West Palm Beach
LP	Lake Park
PBG	Palm Beach Gardens

RESPONSES:

Within Riviera Beach	19	(18%)
Outside Riviera Beach	107	(82%)

FOCUS GROUP #1

Sample Size: 8 Surveys Completed

Where do you most frequently shop to meet your needs within and outside of Riviera Beach?

RETAIL CATEGORIES	RB	NPB	WPB	LP	PBG	Other	Total Answers
1.Groceries		1	1	5	1		8
2.Drug Store	2		1		2		5
3.Bank		1	2	2			5
4.Doctors			1		1		2
5.Urgent Care		1			1	1	3
6.Barber/Salon					1	1	2
7.Hardware				3	1		4
8.Gas		2	2	1			5
9.Car Repair		4	4	1			9
Total	2	9	11	12	7	2	**43**

Facilitator: Anita Jenkins

Location Legend
RB: Riviera Beach
NPB: North Palm Beach
WPB: West Palm Beach
LP: Lake Park
PBG: Palm Beach Garden

FOCUS GROUP #2

Sample Size: 5 Surveys Completed

Where do you most frequently shop to meet your needs within and outside of Riviera Beach?

RETAIL CATEGORIES	RB	NPB	WPB	LP	PBG	Other	Total Answers
1.Groceries	1			1	2		4
2.Drug Store	1		1	1	2		5
3.Bank	1		1	1	1		4
4.Doctors		1	3	1	2		7
5.Urgent Care			2		1		3
6.Barber/Salon			1		1		2
7.Hardware				3			3
8.Gas	1			1	1		3
9.Car Repair	1			1			2
Total	5	1	8	9	10		**33**

Facilitator: Scott Evans

Location Legend

RB: Riviera Beach
NPB: North Palm Beach
WPB: West Palm Beach
LP: Lake Park
PBG: Palm Beach Garden

FOCUS GROUP #3

Sample Size: 6 Surveys Completed

Where do you most frequently shop to meet your needs within and outside of Riviera Beach?

RETAIL CATEGORIES	RB	NPB	WPB	LP	PBG	Other	Total Answers
1.Groceries	3			1	2		6
2.Drug Store	2	1		1	1		5
3.Bank		3	1		1	1	6
4.Doctors		1	1		1	2	5
5.Urgent Care					1	1	2
6.Barber/Salon			1	1		1	3
7.Hardware	2			2	1		5
8.Gas	1			2			3
9.Car Repair	4	1					5
Total	12	6	3	7	7	5	**40**

Facilitator: Elizabeth McBride

Location Legend

RB: Riviera Beach
NPB: North Palm Beach
WPB: West Palm Beach
LP: Lake Park
PBG: Palm Beach Garden

SHOPPING PATTERNS

1. How many times do you shop at a NEIGHBORHOOD CENTER per week?

- Over half (50%) of the 19 respondents answered **2 to 3 times a week**

2. How many times do you shop at a MALL per month excluding Thanksgiving and the holiday season?

- Over half (50%) of the respondents answered **2 - 3 times a month**

3. How many times do you eat out at a SIT-DOWN RESTAURANT every month?

- Over half (50%) of the respondents answered **10-12 times per month?**

AFTER CHURCH DINING

4. Do you frequently go to dinner after church?

- **7 out of 19 (37%)** in the sample said **YES!**

5. If yes, how many times do you go to dinner after church a month?

- 7 out of 19 (37%) said they go to dinner after church approximately **2 times a month**

FAVORITE BIG BOX RETAIL

Outside of Riviera Beach

	RB	NPB	WPB	LP	PBG
1.Walmart				X	X
2.Lowes				X	
3.WPB Outlet			X		
4.Cost Co.		X			
5.Sam's Club			X		
6.Home Depot			X		

MALLS IDENTIFIED

- The Gardens Mall — Palm Beach Gardens
- Palm Beach Outlet — West Palm Beach

Location Legend

RB = Riviera Beach **NPB** = North Palm Beach **WPB** = West Palm Beach
PBG= Palm Beach Gardens **LP** = Lake Park

RETAIL WANTS!

FOOD

Sit-Down Restaurants

- Family (i.e. Apple-bees)
- Seafood
- Soul Food (i.e. BBQ)
- Restaurant & Games
- (Dave & Busters)
- High-End Restaurants (i.e. Cheese Cake Factory)
- Chic-Fil-A

RECREATION

Indoor Recreation

- Bowling Center
- Movie Theater
- Trampoline Park
- Skating Center
- Dave & Busters

Outdoor Recreation

- Top Golf (i.e. food, golf, games)
- Mini-Golf
- Andretti Thrill Park

RETAIL

- Boutique shops
- Office supply
- Family Dollar

MUSIC

- Jazz After Dark
- Concerts
- Gospel Events

FINANCING STRATEGY

$$$$

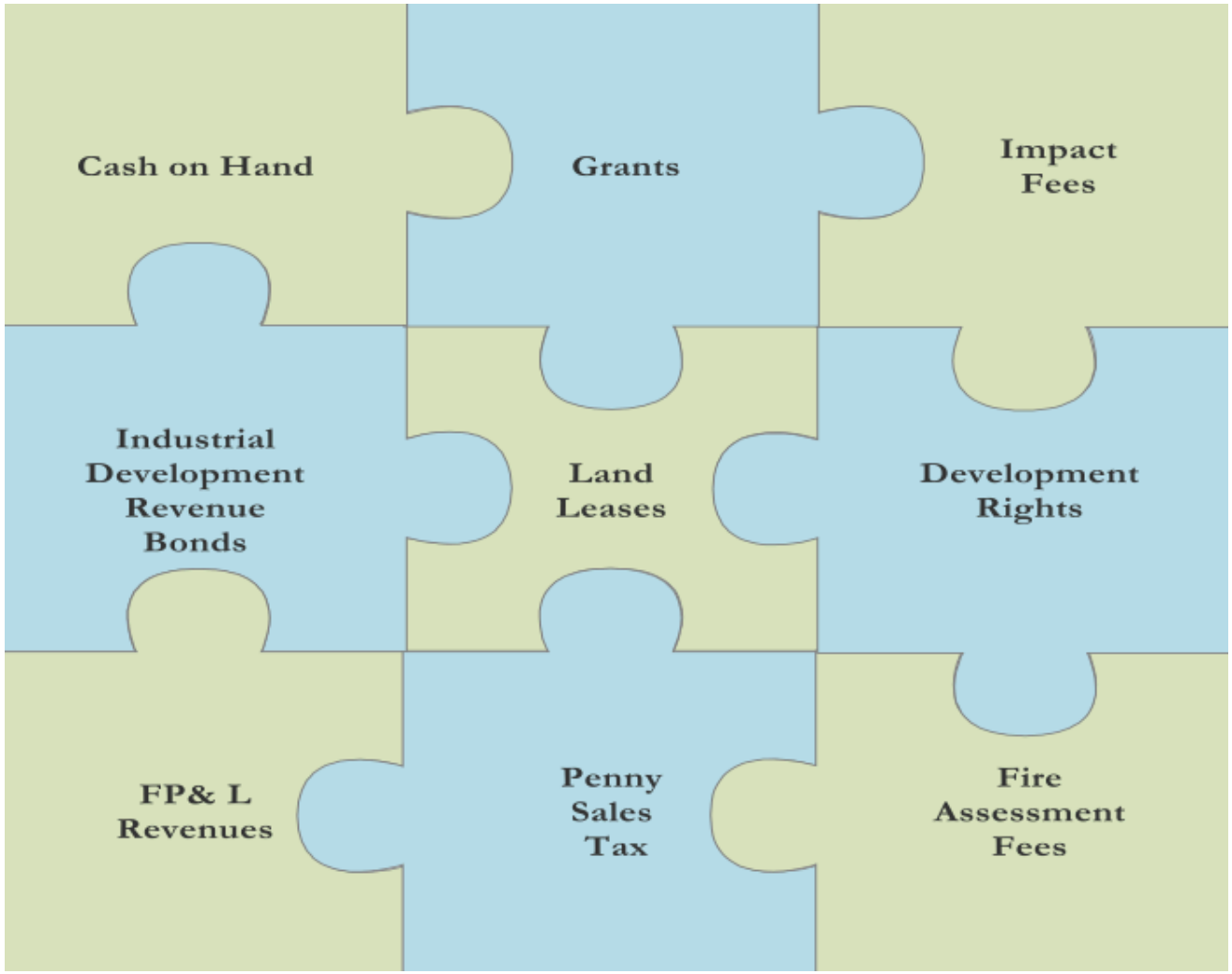
Comprehensive Investment and Financing Plan

- Multiple Projects
- Phased Development
- Project Cost Categories
- Mixed Financing Sources
- Sources & Uses Model

COMPREHENSIVE INVESTMENT AND FINANCING PLAN
FUNDING USES
(Sub-projects)
COSTS
(Budgets + Cash Required)
FUNDING SOURCES
(Uses, Terms, Timing)
• CITY HALL 1.
• CITY ADMIN 2.
• WATER P. 3.
• POLICE 4.
• FIRE 5.
• LIBRARY 6.
• WELLS 7.
• EMERG. 8.
• PRIVATE 9.
• DEMOLITION
• SOFT COSTS
• HARD COSTS
• FINANCING
• PROGRAMS
DISBURSE-MENTS
1. CASH ON HAND
2. GRANTS
3. IMPACT FEES
4. INDUSTRIAL DEV REVENUE BONDS
5. LAND LEASES
6. DEV. RIGHTS
7. FP&L REVENUES
8. PENNY SALES TAX
9. FIRE ASSM'T FEES
TRAIN GARAGE
CITY
WATER PLANT
CITY
MIXED USE Development
BLUE HERON BLVD.
WELLNESS CENTER
PARK

FINANCING OPTIONS

Sources of Funding



KEY QUESTIONS SUMMARY

????

- **Workshop #1:** Introduction and Overview
- **Workshop #2:** Review Options A, B & C
- **Workshop #3** Retail Reference Study
- **Workshop #4** Financing Options & Next Steps

KEY QUESTIONS

OPTION C

1. What steps can be taken to minimize noise and traffic impacts due to the proposed public safety facility?
2. Have you considered locating the police, fire and emergency operations on Blue Heron Boulevard?
3. Will West Ave. H be improved to build Option C as shown?
4. Where will citizens in the project area vote if the Wells Center is demolished?
5. Confirm that the recreation facilities will be replaced if the Wells Center is demolished?
6. What other uses will be integrated within the proposed City Hall building?

LIBRARY & WELLNESS CENTER

Library

1. What is the status of planning and implementing the new proposed library?
2. What's the proposed location of the new library?
3. What criteria will guide locating the library and its relationship to other uses?
4. Has the City considered locating the library closer to Inlet Grove High School?

Wellness Center

1. What type of programming is contemplated in the proposed Wellness Center?
2. Will the Wellness Center be operated by the City or a business?
3. Will the Wellness Center have an admission charge?

KEY QUESTIONS

PROGRAM DEVELOPMENT

1. What's the schedule for completing a full buildout of the master program?
2. What projects will be completed in the initial stages?
3. What's the expected cost of the full buildout program?
4. Will there be a public referendum to approve the project or will it be decided by the City Council?
5. Will the proposed private mixed-use development include affordable housing?

TRANPORTATION & LAND USE

1. What's the status of plans to expand the TRI-RAIL?
2. Does the proposed TRI-RAIL station have to be located as planned?
3. What are the pros/cons of utilizing Inlet Grove High School's athletic fields as part of the City's master parks network?

OTHER QUESTIONS/COMMENTS

1. Comment: Advertise community meetings on TV news and target community organizations.
2. Comment: Don't wait on the School Board to build our future athletic fields.
3. Is the proposed private mixed-use and residential project as shown too close to the railroad tracks?

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 8/4/2021

Agenda Category: PRESENTATIONS

Subject:

Recommendation/Motion:

Originating Dept	MAYOR RONNIE FELDER	**Costs**	
User Dept.		**Funding Source**	
Advertised	No	**Budget Account Number**	
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

CHAMPION TEAM

THERE WERE SEVEN AFRICAN AMERICAN TEENS AND ADULTS WHO HAVE COMPETED IN THE NATIONAL CONVENTION OF BLACK CHIEF OFFICER COMMITTEE
THE CHAMPIONSHIP TEAM JOINT EFFORTS WITH BUILDERS OF THE HIGHWAY-AMON ISRAEL AND THE PRIDE OF RIVIERA BEACH LODGE#1574-BRUCE HERRING.

THESE ARE THE FIVE INDIVIDUALS FROM RIVIERA BEACH:

1ST PLACE KEITH GOLDEN
2ND PLACE ISHMAEL HILAIRE
3RD PLACE JULIEN JONES
4TH PLACE TAMYA DAVIS
5TH PLACE JEREMIAH SCOTT

AMON ISRAEL WILL BE THE PRESENTOR

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)

In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions (cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

REVIEWERS:

Department	Reviewer	Action	Date
Mayor	Felder, Ronnie	Approved	7/27/2021 - 3:41 PM
Purchasing	Williams, Glendora	Approved	7/27/2021 - 4:45 PM
Finance	sherman, randy	Approved	7/27/2021 - 5:01 PM
Attorney	Wynn, Dawn	Approved	7/27/2021 - 5:03 PM
City Clerk	Robinson, Claudene	Approved	7/27/2021 - 5:40 PM
City Manager	Jacobs, Deirdre	Approved	7/28/2021 - 6:04 PM

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 8/4/2021

Agenda Category: ORDINANCE ON FIRST READING

Subject: AMEND CHAPTER 5 OF THE CITY'S CODE OF ORDINANCES

Recommendation/Motion: STAFF RECOMMENDS APPROVAL OF ORDINANCE NO. 4176 ON FIRST READING

Originating Dept	OFFICE OF THE CITY CLERK	**Costs**	
User Dept.	OFFICE OF THE CITY CLERK	**Funding Source**	
Advertised	No	**Budget Account Number**	
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

After the last municipal election, a review was conducted of the composition of the canvassing boards of surrounding municipalities. A summary of the findings are attached for your review. Please note the City of Riviera Beach is the only municipality permitting its city clerk to appoint an elected official to the canvassing board.
Attached is proposed Ordinance 4174. The proposed ordinance deletes the City Clerk's ability to appoint a council member to the canvassing board and gives the authority to the City Council to appoint a member of the elective body or whomever is desired to the canvassing board.
In the ordinance, you will also find, the provision for the appointment of an alternate is also included in the event any member of the board is unable to serve. However, it is imperative all members of the Canvassing Board, to include the alternate member, has not nor does not participate or is currently active in any campaigning activities for a candidate listed on the ballot.
Also attached, you will find communication from PBCSOE Wendy Sartory Link proffering the County Canvassing Board serving as the canvassing board for municipal elections. This option was not included in the proposed ordinance; however, the City Council has the authority to select this option.

Mrs. Link will be present at the August 18, 2021 City Council Meeting to provide clarity on her purpose for submitting this option.

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions (cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
COVER_MEMO_FOR_PROPOSED_ORDINANCE.docx	CC -COVER MEMO FOR PROPOSED ORDINANCE	7/27/2021	Cover Memo
REVISED_PROPOSED_CANVASSING_BOARD_ORDIINANCE.pdf	CC-PROPOSED ORDINANCE	7/28/2021	Ordinance
COMPOSITION_OF_CANVASSING_BOARDS_OF_SURROUNDING_MUNICIPALITIES.docx	CC-MATRIX OF CANVASSING BOARD COMPOSITION FOR SURROUNDING MUNICIPALITIES	7/21/2021	Backup Material
SOE_Charter_Recommendations.pdf	CC-PBCSOE COMMUNICATION	7/21/2021	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Robinson, Claudene	Approved	7/21/2021 - 1:22 PM
Attorney	Wynn, Dawn	Approved	7/21/2021 - 1:57 PM
City Manager	Jacobs, Deirdre	Approved	7/28/2021 - 6:04 PM

"The Best Waterfront City in Which to Live, Work and Play."

CITY OF RIVIERA BEACH – MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

THROUGH: JONATHAN E. EVANS, CITY MANAGER, , MPA, MBA, ICMA-CM

FROM: CLAUDENE L. ANTHONY, CMC, CITY CLERK

SUBJECT: PROPOSED CANVASSING BOARD CHANGES

DATE: AUGUST 4, 2021

CC: GENERAL PUBLIC

Background:

After the last municipal election, a review was conducted of the composition of the canvassing boards of surrounding municipalities. A summary of the findings are attached for your review. Please note the City of Riviera Beach is the only municipality permitting its City Clerk to appoint an elected official to the Canvassing Board.

Attached is proposed Ordinance 4176. The proposed Ordinance removes the City Clerk's ability to appoint a council member to the Canvassing Board and gives the authority to the City Council to appoint a member of the elective body or whomever is desired to the Canvassing Board.

In the Ordinance, you will also find, that there is a provision for the appointment of an alternate in the event any member of the Canvassing Board is unable to serve. However, it is imperative all members of the Canvassing Board, to include the alternate member, is free of past or current participation in any campaign activities on behalf of a candidate listed on the ballot.

Also attached, you will find communication from PBCSOE Wendy Sartory Link proffering the County Canvassing Board serving as the City's Canvassing Board for municipal elections. This option was not included in the proposed ordinance; however, the City Council has the authority to select this option.

Further, Mrs. Link will be present at the August 18, 2021 City Council Meeting to provide specific information concerning this issue.

City Goals:

Enhance Government Stewardship

Accelerate Operational Excellence

Fiscal/Budget Impact:

There is no fiscal impact.

Recommendation:

It is hereby recommended the City Council approve the proposed Ordinance on first reading which allows the sitting elected officials to select its Canvassing Board member as done in surrounding communities.

Attachments:

Proposed Ordinance
Summary of Canvassing Board of Various Palm Beach Municipalities
Communication from Palm Beach County Supervisor of Elections Office

ORDINANCE NO. 4176

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 5 ENTITLED "ELECTIONS", ARTICLE I, "IN GENERAL", SECTION 5-11 ENTITLED "CANVASSING; CERTIFICATION OF ELECTION" OF THE CITY'S CODE OF ORDINANCES TO PROVIDE FOR THE CITY COUNCIL TO SELECT A MEMBER OF THE COUNCIL OR ANY OTHER INDIVIDUAL FOR THE MUNICIPAL ELECTION'S CANVASSING BOARD; AUTHORIZING RENUMERATION OF SAID CHAPTER, IF NECESSARY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, following the last municipal election, the City Council of the City of Riviera Beach requested changes to Chapter 5, Article I, Section 5-11 of the Code of Ordinances, to include language to make the Chapter clearer and easier to understand; and

WHEREAS, staff conducted a review of the composition of canvassing boards in surrounding municipalities and found that the proposed language of this Ordinance was consistent with the best practices of other local municipalities; and

WHEREAS, the proposed language of this Ordinance will remove the City Clerk's ability to appoint a City Council member to the canvassing board and provide the City Council with the ability to appoint a member to the canvassing board; and

WHEREAS, the City Council finds that enactments of this Ordinance amending Chapter 5, Article I, Section 5-11 of the Code of Ordinances, entitled "Elections" promotes the health, safety, and welfare of the general public.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, AS FOLLOWS:

SECTION 1: The foregoing recitals are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

SECTION 2: Chapter 5, "Elections", Article I, "In General", of the City's Code of Ordinances is hereby amended to read as follows (additions are underlined and deletions appear in ~~strikethrough~~ format):

* * *

Sec. 5-11. - Canvassing; certification of election.

~~(a) The city clerk, the deputy city clerk and one councilperson who is not up for reelection shall constitute the canvassing board. The councilperson requested to serve on the canvassing board shall be designated by the city clerk.~~

~~(b) The city clerk shall give to each person who shall be elected to office a certificate of his/her election, administer the oath of office for the elected position and arrange an orientation for any newly elected official. The city clerk shall present a certification of election results to the city council at the first regular meeting of the council following the election.~~

a) Canvassing Board Composition And Responsibilities

The Canvassing Board shall consist of the city clerk or designee, the deputy city clerk, an individual selected by the City Council or designee, and an alternate member. The City Council shall select these individuals no later than the first (1st) Wednesday in October prior to an election year. Any selected individual, including a councilmember, shall not be a candidate in the election being canvassed. No Canvassing Board member, to include the alternate member, shall be involved with or be an active participant in the campaign or candidacy of any candidate in the election being canvassed. In the event a Canvassing Board member, to include the alternate member, is unable to serve, the City Council shall appoint an additional member to the Board.

The Canvassing Board shall conduct themselves and carry out responsibilities in accordance with applicable Florida Election laws, the City Charter and Code of Ordinances.

b) Administration Of Oath/Acceptance Of Certified Results

The City Clerk shall, at the first regular meeting of the City Council following the election, present a certification of election results, in the form of a resolution, to the City Council and give to each person elected to office a certificate of his/her election and administer the oath of office for the elected position.

SECTION 3: SEVERABILITY. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. CODIFICATION. That it is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and are made a part of the Code of Ordinances for the City of Riviera Beach; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word, when necessary.

SECTION 5. REPEAL OF LAWS IN CONFLICT. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE. That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED and APPROVED on first reading this _____ day of _____, 2021.

PASSED and ADOPTED on second and final reading this _____day of _____, 2021.

(The Remainder Of This Page Was Left Blank Intentionally)

APPROVED:

_____
RONNIE L. FELDER
MAYOR

_____
SHIRLEY D. LANIER
CHAIRPERSON

_____
KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

ATTEST:

_____
CLAUDENE L. ANTHONY,
CERTIFIED MUNICIPAL CLERK
CITY CLERK

_____
TRADRICK MCCOY
COUNCILPERSON

_____
JULIA A. BOTEL, Ed.D.
COUNCILPERSON

_____
DOUGLAS A. LAWSON
COUNCILPERSON

Reviewed as to Legal Sufficiency

_____
DAWN S. WYNN, CITY ATTORNEY

DATE: _____

1ST READING		**2ND & FINAL READING**	
MOTIONED BY:_____		**MOTIONED BY:_____**	
SECONDED BY:_____		**SECONDED BY:_____**	
T. MCCOY	_____	**T. MCCOY**	_____
K. MILLER-ANDERSON	_____	**K. MILLER-ANDERSON**	_____
S. LANIER	_____	**S. LANIER**	_____
J. BOTEL	_____	**J. BOTEL**	_____
D. LAWSON	_____	**D. LAWSON**	_____

COMPOSITION OF CANVASSING BOARDS OF OTHER PALM BEACH COUNTY MUNICIPALITIES	
Riviera Beach	**Sec. 5-11. - Canvassing; certification of election.** (a) **The city clerk, the deputy city clerk and one councilperson who is not up for reelection** shall constitute the canvassing board. **The councilperson requested to serve on the canvassing board shall be designated by the city clerk**. (Ord. No. 3083, § 3, 10-20-10)
West Palm Beach	**Sec. 30-8. - Canvassing board.** **(b)** The canvassing board **shall consist of the city clerk, the city administrator and the city attorney, or their designee in the event of their absence**. The city commission by resolution shall have the option to delegate the duties of the canvassing board to the county canvassing board or to the county supervisor of elections.
Boca Raton	**Sec. 6-11. - Canvassing board; composition; duties.** (1) The canvassing board shall consist of the following 3 persons: (a) The **county supervisor of election**s; and (b) The **city clerk**, who shall act as chairperson of the canvassing board; and (c) **A member of the city council, selected by the city council, who is neither a candidate in the election nor an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed**. For purposes of this chapter, the city council shall determine whether a council member (or replacement member) has been an "active participant." The selection of the council member by the city council shall be made, if possible, not later than the last regularly scheduled city council meeting before the election date, or at a special meeting called for such purpose and held prior to the election date. (d) In the event any member of the canvassing board is unable or unwilling to serve, the city council shall appoint a replacement member. (2) The city council shall select as the replacement(s) another council member meeting the requirements set forth in (1)(c), above, if any. In the event that no other member of the city council is able to serve as a replacement member on the canvassing board, the city council shall appoint an elector of the city to serve as a replacement member of the canvassing board. The elector shall neither be a candidate in the election being canvassed nor an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed. The selection of a replacement shall be made, if possible, not later than the last regularly scheduled city council meeting before the election date, or at a special meeting called for such purpose and held prior to the election date. There shall be no requirement the public be given notice the city council will select a replacement**.**
Lake Worth Beach	Canvassing Board established by resolution, providing for the **City Clerk or designee, Internal Auditor, and Palm Beach County Supervisor of Elections** to serve as members
Boynton Beach	Canvassing Board established by resolution, providing for the **city clerk, city attorney (or designee), and supervisor of elections.**
Delray Beach	Canvassing Board established by resolution, providing for the **city clerk, deputy city clerk, and supervisor of elections or designee**.
Belle Glade	Canvassing Board established by resolution, providing for the supervisor of elections/designee, city clerk/designee, and deputy city clerk/designee.
Palm Beach Gardens	**Sec. 26-17. - Canvassing board.** (a) **The city clerk, or designee, and such others as the city council may appoint by resolution** shall serve as members of the canvassing board. The canvassing board shall ensure that the ballots cast for any election are fairly and accurately counted and shall certify the results of each election.

North Palm Beach	Establishes the municipal election resolution for the canvassing board, generally providing "The Village Council authorizes the **Supervisor of Elections** (or designee) to serve as a member of the municipal canvassing board, along with the **Village Clerk (or Deputy Village Clerk) and Village Attorney**."
Royal Palm Beach	**Sec. 8-3. - Canvass and certification of elections.** The **village clerk or designee of the clerk along with the supervisor of elections or the designee of that office shall canvass and certify** any annual or special election pursuant to the requirements set forth at F.S. § 100.3605, and in conformance with any approved and effective agreement between the Village of Royal Palm Beach and the supervisor of elections. Additionally, the village council by resolution shall provide that one councilmember, which may include the mayor, whose group or mayoral position is not scheduled to be voted upon, shall also be made a member of the canvassing board. (Ord. No. 867, § 1, 6-7-12)
Wellington	(City Charter) **Section 9. - Elections.** **G**. *Village canvassing board.* The village canvassing board **shall be composed of those members of the village council who are not candidates for reelection and the village clerk, who shall act as chairperson.** In any village election in which the canvassing board is **composed of an even number of persons, council shall, by not less than four affirmative votes, appoint a member of the community** and an alternate to serve on the canvassing board in order to avoid single or even membership. The appointment shall occur at least twelve months prior to the election. At the close of the polls of any village election, or as soon thereafter as practicable, the canvassing board shall meet at a time and place designated by the chairperson and shall proceed to publicly canvass the vote as shown by the returns then on file in the office of the village clerk, and then shall publicly canvass the absentee elector ballots. The canvassing board shall prepare and sign a certificate containing the total number of votes cast for each candidate or other measure voted upon. The certificate shall be placed on file with the village clerk.

Summary of Above:

City Clerk	Deputy City Clerk	Council member(s) Not Candidate(s)	City/Village Attorney
All cities or towns	Riviera Beach, Delray Beach and Belle Glade	Riviera Beach (designated by clerk), Boca Raton (selected by Council), Wellington(all non-candidates by ordinance)	West Palm Beach, Boynton Beach, North Palm Beach
Internal Auditor	**City Administrator**	**Persons Council Appointed by Resolution**	**Supervisor of Elections**
Lake Worth Beach	West Palm Beach	Palm Beach Gardens	Boca Raton, Lake Worth Beach, Boynton Beach, North Palm Beach, Royal Palm Beach

Wendy Sartory Link
Palm Beach County Supervisor of Elections
www.pbcelections.org

Dear Municipal Clerks, Commissions, and Councils,

Congratulations to those of you who participated in a successful 2021 election cycle! The recent March Elections demonstrated the municipalities' commitment to democracy and to the voters of Palm Beach County. We were honored to work with you.

The Palm Beach County Supervisor of Elections office (SOE) is committed to facilitating secure, transparent, and accurate elections. To that end, due to updates in Florida Law in recent years, we have determined that certain changes in municipal charters and ordinances are necessary to ensure the efficient and cost-effective administration of future elections.

Qualifying Dates

To accommodate statutory vote-by-mail requirements, the SOE strongly recommends that each municipality who has not already done so amend its qualifying period so that its qualifying period ends on or before the 95th day before Election Day.

For example, qualifying for the March 8, 2022 election would end no later than Friday, December 3, 2021, allowing the SOE staff to program the necessary elections, create and proofread the ballot language, submit ballot templates to participating municipalities for approval, print vote-by-mail ballots, and prepare those ballots for mailing. We mail the military and overseas ballots 45 days before the election.

Failure to amend the qualifying period may result in the inability of the SOE to accommodate the elections of those municipalities. Our system does not allow us to "close" or move forward one city at a time, so any delay by one municipality results in our inability to move forward with the others.

Runoff Elections

While many municipalities no longer hold runoff elections, several still maintain provisions requiring a majority vote to win an election. Many municipalities have mentioned to us that the runoff elections are detrimental to their budgets because often the municipality has not budgeted for that expense. With so few holding runoff elections, the municipality does not benefit from the same degree of cost sharing as a Uniform Municipal Election that is held simultaneously with other municipalities. The county does not fund the municipal elections.

Please understand that we are happy to hold runoff elections, but are cognizant of the cost burden it places on municipalities. If you determine that you no longer wish to have runoff elections, please revise your charters or ordinances accordingly.

240 South Military Trail, West Palm Beach, FL 33415 | Post Office Box 22309, West Palm Beach, FL 33416
Telephone: 561.656.6200 | Fax Number: 561.656.6287

Wendy Sartory Link
Palm Beach County Supervisor of Elections
www.pbcelections.org

Polling Locations

It has come to our attention that some charters include provisions requiring specific polling locations or specifying that polling locations be within city or town limits. While this may not present an issue for stand-alone elections, when municipalities wish to participate in uniform or countywide elections, this becomes logistically problematic and expensive, if not impossible. The SOE urges municipalities to remove any provisions to this effect, as it will be impossible to guarantee specific polling locations in future elections if the municipality is joining a countywide election.

Single Canvassing Board for Uniform Municipal Elections

The final question presented for consideration by the municipalities is the designation of the Palm Beach County Supervisor of Elections as the official Supervisor of each Uniform Municipal Election, such that one single Canvassing Board may be empowered to canvass all of the municipal elections held simultaneously on a given day. The municipal clerks would still be qualifying officers for their municipality's candidates.

This is an optional service, and each municipality can make its own determination as to whether they want to designate the Palm Beach County Supervisor of Elections as the official Supervisor of their election. As required under the Florida election laws, at least one (1) member of the Canvassing Board is required to be present during activities such as the pre-election testing of tabulation equipment (the Logic and Accuracy test), opening, tabulation, duplication, and the canvassing of ballots. A municipality may choose to maintain its own Canvassing Board; however, if they choose to do so, the Supervisor of Elections may elect not to serve as a Canvassing Board member for that municipality.

In some municipalities, an election may be required in order to make these changes. The Secretary of State has called for a Special Primary Election on November 2, 2021, for the U.S. House of Representatives District 20 seat. While this district may not include a municipality that would be required to have an election, we will be happy to accommodate a municipality that wishes to do so. (If the municipality is within Congressional District 20, it would also result in a cost savings to that municipality.) Please let the Supervisor of Elections know by July 15, 2021, whether your municipality plans to participate in the November 2, 2021 election. We will not be able to hold an election outside of this date.

240 South Military Trail, West Palm Beach, FL 33415 | Post Office Box 22309, West Palm Beach, FL 33416
Telephone: 561.656.6200 | Fax Number: 561.656.6287

Wendy Sartory Link
Palm Beach County Supervisor of Elections
www.pbcelections.org

Again, congratulations on a successful election season. The Palm Beach County Supervisor of Elections looks forward to many future elections in partnership with our local governments.

Sincerely,

Wendy Sartory Link
Supervisor of Elections Palm Beach County

240 South Military Trail, West Palm Beach, FL 33415 | Post Office Box 22309, West Palm Beach, FL 33416
Telephone: 561.656.6200 | Fax Number: 561.656.6287

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 8/4/2021

Agenda Category: ORDINANCE ON FIRST READING

Subject: **ORDINANCE NO. 4177 PROPOSING THE QUALIFYING DATES FOR MUNICIPAL ELECTIONS BE REVISED AS REQUESTED BY THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS.**

Recommendation/Motion: STAFF RECOMMENDS APPROVAL OF THE PROPOSED ORDINANCE NO. 4177 ON FIRST READING.

Originating Dept	OFFICE OF THE CITY CLERK	**Costs**	
User Dept.	OFFICE OF THE CITY CLERK	**Funding Source**	
Advertised	No	**Budget Account Number**	
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

Communication has been received and is attached from the Palm Beach County Supervisor of Elections Office (PBCSOE) requesting the qualifying period for Uniformed Municipal Elections end on or prior to the 95th day prior to Election Day. An inquiry was submitted to the Palm Beach County Supervisor asking whether or not the submittal included the required translation of Spanish and the provided translation of Creole – the response was in the affirmative.

It is desirous of the city to accommodate the Palm Beach County Supervisor of Elections' request as a participant in Uniform Municipal Elections. This is advantageous as all expenditures outside of payroll and polling locations are shared with all municipalities having an election on the same day. A shared expenditure could include any service provided by the PBCSOE.

Although it is not required for the city to accommodate this request, staff is recommending the city does so in an effort to reduce any reasons for the entity's inability to assist this organization with its electoral process.

The next election date is March 8, 2022. The last day for qualifying as a candidate in this election, according to current legislation is 12 noon, December 14, 2021 which is 84 days (including weekends) or 55 workdays (do not include weekends) prior to election day

The proposed qualifying period is 112 days (including weekends) or 72 workdays (not including the weekends) prior to the upcoming election. However, the proposed qualifying period covers future election dates to include Presidential Preference Primaries unless there revisions are made by the state, which can be addressed by ordinance if this occurs.

Fiscal Years

Capital Expenditures

Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions (cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
COVER_MEMO_FOR_PROPOSED_QUALIFYING_ORDINANCE.docx	CC-MEMO CONCERNING REVISING QUALIFYING PERIOD	7/21/2021	Cover Memo
PROPOSE_ELECTION_ORDINANCE_QUALIFYING.doc	CC-PROPOSED ORDINANCE NO. 4177	7/21/2021	Ordinance
SOE_Charter_Recommendations.pdf	CC-COMMUNICATION FROM PBCSOE	7/21/2021	Backup Material

REVIEWERS

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Robinson, Claudene	Approved	7/21/2021 - 3:32 PM
Purchasing	Williams, Glendora	Approved	7/22/2021 - 12:01 PM
Finance	sherman, randy	Approved	7/23/2021 - 8:41 AM
Attorney	Wynn, Dawn	Approved	7/26/2021 - 2:03 PM
City Clerk	Robinson, Claudene	Approved	7/26/2021 - 2:04 PM
City Manager	Jacobs, Deirdre	Approved	7/28/2021 - 6:04 PM

"The Best Waterfront City in Which to Live, Work and Play."

CITY OF RIVIERA BEACH – MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

THROUGH: JONATHAN E. EVANS, CITY MANAGER, , MPA, MBA, ICMA-CM

FROM: CLAUDENE L. ANTHONY, CMC, CITY CLERK

SUBJECT: PROPOSED QUALIFYING PERIOD CHANGE

DATE: AUGUST 4, 2021

CC: GENERAL PUBLIC

Background:

Communication has been received and is attached from the Palm Beach County Supervisor of Elections Office (PBCSOE) requesting the qualifying period for Uniformed Municipal Elections end on or prior to the 95th day prior to Election Day. An inquiry was submitted to the Palm Beach County Supervisor asking whether or not the submittal included the required translation of Spanish and the provided translation of Creole – the response was in the affirmative.

It is desirous of the city to accommodate the Palm Beach County Supervisor of Elections' request as a participant in Uniform Municipal Elections. This is advantageous as all expenditures outside of payroll and polling locations are shared with all municipalities having an election on the same day. A shared expenditure could include any service provided by the PBCSOE.

Although it is not required for the city to accommodate this request, staff is recommending the city does so in an effort to reduce any reasons for the entity's inability to assist this organization with its electoral process.

The next election date is March 8, 2022. The last day for qualifying as a candidate in this election, according to current legislation is 12 noon, December 14, 2021 which is 84 days (including weekends) or 55 workdays (do not include weekends) prior to election day

The proposed qualifying period is 112 days (including weekends) or 72 workdays (not including the weekends) prior to the upcoming election. However, the proposed qualifying period covers future election dates to include Presidential Preference Primaries unless there revisions are made by the state, which can be addressed by ordinance if this occurs.

City Goals:

The Citywide goal is to conduct an election in accordance with Florida Election Laws, the City's Charter, and Chapter 5 of the City's Code of Ordinances as well as work harmoniously with the Palm Beach County Supervisor of Elections Office

Fiscal/Budget Impact:

There is no fiscal impact for the proposed action.

Recommendation:

It is hereby recommended the City Council approve the ordinance on first reading and adopt the proposed ordinance on second reading accommodating the request of the PBCSOE.

Attachments:

Proposed Ordinance
Communication Received from PBCSOE

ORDINANCE NO. 4177

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 5 OF THE CODE OF ORDINANCES ENTITLED "ELECTIONS", SECTION 5-2(a) ENTITLED "FILING AND QUALIFICATION OF CANDIDATES FOR MAYORAL AND COUNCIL", PROVIDING FOR APPLICABILITY; SEVERABILITY, CODIFICATION, REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County Supervisor of Elections Office (PBCSOE) has submitted communication requesting municipalities change qualifying dates for their election to end on or before the 95th day prior to the scheduled Municipal Election; and

WHEREAS, this request assists the PBCSOE with meeting requirements set forth in Florida Election Laws; and

WHEREAS, it is desirous and advantageous of the City to accommodate this request as part of the Unified Municipal Election process; and

WHEREAS, in an effort to assist the PBCSOE with remaining in compliance with Florida Statutes Section 101.62(4)(a), the qualifying period will be changed for all future municipal elections; and

WHEREAS, the City Council has determined that the enactment of this Ordinance is for a proper municipal purpose.

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

SECTION 1. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

SECTION 2. Chapter 5, of the Code of Ordinances, entitled "Elections"; Section 5-2(a), entitled "Filing and qualification of candidates for mayoral and council", is hereby amended as follows (additions are underlined and deletions appear in ~~strikethrough~~ format):

* * *

Sec. 5-2. - Filing and qualification of candidates for mayoral and council.

~~(a) Candidates for mayoral and city council shall file such papers and pay such fees as may be required by law, including the filing fee required by City Charter article II, section 3, during the qualifying period with the city clerk no earlier than noon on the fourth Tuesday in November and no later than noon on the second Tuesday in December of the calendar year prior to the year the mayoral or city council election is to be held. The names of all candidates and the offices for which they have filed shall be received by the Palm Beach County Supervisor of Elections from the city clerk by 5:00 p.m. on the first Friday after the close of the above described qualifying period.~~

(a) Candidates for mayoral and city council shall file such papers and pay such fees as may be required by law, including the filing fee required by City Charter article II, section 3, during the qualifying period with the city clerk no earlier than noon on the first Tuesday in November and no later than noon on the third Tuesday in November of the calendar year prior to the year the mayoral or city council election is to be held. The names of all candidates and the offices for which they have filed shall be received by the Palm Beach County Supervisor of Elections from the city clerk by 5:00 p.m. on the first Friday after the close of the above described qualifying period.

SECTION 3. APPLICABILITY. For purposes of jurisdictional applicability, this Ordinance shall apply to the City of Riviera Beach.

SECTION 4. SEVERABILITY. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. CODIFICATION. That it is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and are made a part of the Code of Ordinances for the City of Riviera Beach; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word, when necessary.

SECTION 6. REPEAL OF LAWS IN CONFLICT. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. EFFECTIVE DATE. That this Ordinance shall be effective immediately upon final adoption and passage on second reading.

PASSED AND APPROVED on the first reading this ____ day of _____,2021.

PASSED AND ADOPTED on second and final reading this ___ day of _____, 2021.

APPROVED:

_____
RONNIE L. FELDER
MAYOR

_____
SHIRLEY D. LANIER
CHAIRPERSON

ATTEST:

_____
KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

_____
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

_____
TRADRICK MCCOY
COUNCILPERSON

_____
JULIA A. BOTEL, Ed.D
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

_____
DAWN S. WYNN, CITY ATTORNEY

DATE: _____

_____
DOUGLAS A. LAWSON
COUNCILPERSON

1ST READING		2ND & FINAL READING	
MOTIONED BY: _____		MOTIONED BY: _____	
SECONDED BY: _____		SECONDED BY: _____	
T. MCCOY	_____	T. MCCOY	_____
K. MILLER-ANDERSON	_____	K. MILLER-ANDERSON	_____
S. LANIER	_____	S. LANIER	_____
J. BOTEL	_____	J. BOTEL	_____
D. LAWSON	_____	D. LAWSON	_____

Wendy Sartory Link
Palm Beach County Supervisor of Elections
www.pbcelections.org

Dear Municipal Clerks, Commissions, and Councils,

Congratulations to those of you who participated in a successful 2021 election cycle! The recent March Elections demonstrated the municipalities' commitment to democracy and to the voters of Palm Beach County. We were honored to work with you.

The Palm Beach County Supervisor of Elections office (SOE) is committed to facilitating secure, transparent, and accurate elections. To that end, due to updates in Florida Law in recent years, we have determined that certain changes in municipal charters and ordinances are necessary to ensure the efficient and cost-effective administration of future elections.

Qualifying Dates

To accommodate statutory vote-by-mail requirements, the SOE strongly recommends that each municipality who has not already done so amend its qualifying period so that its qualifying period ends on or before the 95th day before Election Day.

For example, qualifying for the March 8, 2022 election would end no later than Friday, December 3, 2021, allowing the SOE staff to program the necessary elections, create and proofread the ballot language, submit ballot templates to participating municipalities for approval, print vote-by-mail ballots, and prepare those ballots for mailing. We mail the military and overseas ballots 45 days before the election.

Failure to amend the qualifying period may result in the inability of the SOE to accommodate the elections of those municipalities. Our system does not allow us to "close" or move forward one city at a time, so any delay by one municipality results in our inability to move forward with the others.

Runoff Elections

While many municipalities no longer hold runoff elections, several still maintain provisions requiring a majority vote to win an election. Many municipalities have mentioned to us that the runoff elections are detrimental to their budgets because often the municipality has not budgeted for that expense. With so few holding runoff elections, the municipality does not benefit from the same degree of cost sharing as a Uniform Municipal Election that is held simultaneously with other municipalities. The county does not fund the municipal elections.

Please understand that we are happy to hold runoff elections, but are cognizant of the cost burden it places on municipalities. If you determine that you no longer wish to have runoff elections, please revise your charters or ordinances accordingly.

240 South Military Trail, West Palm Beach, FL 33415 | Post Office Box 22309, West Palm Beach, FL 33416
Telephone: 561.656.6200 | Fax Number: 561.656.6287

Wendy Sartory Link
Palm Beach County Supervisor of Elections
www.pbcelections.org

Polling Locations

It has come to our attention that some charters include provisions requiring specific polling locations or specifying that polling locations be within city or town limits. While this may not present an issue for stand-alone elections, when municipalities wish to participate in uniform or countywide elections, this becomes logistically problematic and expensive, if not impossible. The SOE urges municipalities to remove any provisions to this effect, as it will be impossible to guarantee specific polling locations in future elections if the municipality is joining a countywide election.

Single Canvassing Board for Uniform Municipal Elections

The final question presented for consideration by the municipalities is the designation of the Palm Beach County Supervisor of Elections as the official Supervisor of each Uniform Municipal Election, such that one single Canvassing Board may be empowered to canvass all of the municipal elections held simultaneously on a given day. The municipal clerks would still be qualifying officers for their municipality's candidates.

This is an optional service, and each municipality can make its own determination as to whether they want to designate the Palm Beach County Supervisor of Elections as the official Supervisor of their election. As required under the Florida election laws, at least one (1) member of the Canvassing Board is required to be present during activities such as the pre-election testing of tabulation equipment (the Logic and Accuracy test), opening, tabulation, duplication, and the canvassing of ballots. A municipality may choose to maintain its own Canvassing Board; however, if they choose to do so, the Supervisor of Elections may elect not to serve as a Canvassing Board member for that municipality.

In some municipalities, an election may be required in order to make these changes. The Secretary of State has called for a Special Primary Election on November 2, 2021, for the U.S. House of Representatives District 20 seat. While this district may not include a municipality that would be required to have an election, we will be happy to accommodate a municipality that wishes to do so. (If the municipality is within Congressional District 20, it would also result in a cost savings to that municipality.) Please let the Supervisor of Elections know by July 15, 2021, whether your municipality plans to participate in the November 2, 2021 election. We will not be able to hold an election outside of this date.

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Telephone: 561.656.6200 | Fax Number: 561.656.6287

Wendy Sartory Link
Palm Beach County Supervisor of Elections
www.pbcelections.org

Again, congratulations on a successful election season. The Palm Beach County Supervisor of Elections looks forward to many future elections in partnership with our local governments.

Sincerely,

Wendy Sartory Link
Supervisor of Elections Palm Beach County

240 South Military Trail, West Palm Beach, FL 33415 | Post Office Box 22309, West Palm Beach, FL 33416
Telephone: 561.656.6200 | Fax Number: 561.656.6287

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 8/4/2021

Agenda Category: ORDINANCE ON FIRST READING

Subject: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 13 OF THE CITY'S CODE OF ORDINANCES ENTITLED, "PARKS AND RECREATION", REPEALING ARTICLE III, "BOATS"; CREATING ARTICLE III, "BOATS, FLOATING STRUCTURES, LIVE-ABOARD VESSELS AND OTHER WATERCRAFT"; PROVIDING FOR APPLICABILITY, SEVERABILITY, REPEAL OF LAWS IN CONFLICT, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. DAWN S. WYNN, CITY ATTORNEY, 561-845-4068

Recommendation/Motion: OFFICE OF THE CITY ATTORNEY RECOMMENDS APPROVAL.

Originating Dept	CITY ATTORNEY	**Costs**	0
User Dept.		**Funding Source**	
Advertised	Yes	**Budget Account Number**	
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

On February 3, 2021, the City Council of the City of Riviera Beach passed Ordinance No. 4160, enacting a moratorium for up to 180 days as to the filing, receiving or processing of any application or permit associated with floating structures or live-aboard vessels within the corporate limits of the City.

During this time, staff has met with local and state officials to review, amend, and develop updated regulations for floating structures and live-aboard vessels in the City, as contained in this Ordinance.

Moreover, on June 24, 2021, Palm Beach County (PBC) enacted its own Ordinance prohibiting floating structures and providing for other regulations regarding the same (reference PBC Ordinance No. 2021-017.) The County Ordinance is applicable within the incorporated and unincorporated areas of the County, unless a municipality opts out or adopts an ordinance in conflict, in which case the County Ordinance is effective to the extent not in conflict with the City's ordinance.

Section 327.02(46), Florida Statutes, defines "Vessel" as "synonymous with boat as referenced in Section 1(b), Article VII of the State Constitution and includes every description of watercraft, barge, airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on the water."
Section 327.02(22), Florida Statutes, defines "Live-aboard vessel" as (a) a vessel used solely as a residence and not for navigation; (b) a vessel for which a declaration of domicile has been filed pursuant to section 222.17, Florida Statutes; or (c) a vessel used as a residence that does not have an effective means of propulsion for safe navigation.

Section 327.02(14), Florida Statutes, defines "floating structure" as "a floating entity, with or without accommodations built thereon, which is not primarily used as a means of transportation on water but which serves purposes and provides services typically associated with a structure or other improvement to real

serves purposes and provides services typically associated with a structure or other improvement to real property. The term includes, but is not limited to, an entity used as a residence, place of business or office with public access; a hotel or motel; a restaurant or lounge; a clubhouse; a meeting facility; a storage or parking facility or a mining platform, dredge, dragline, or similar facility or entity represented as such."

Section 327.02(14), Florida Statutes, provides that "floating structures" are expressly excluded from the definition of the term "vessel" as defined in Section 327.02(46), Florida Statutes.

Section 327.02(14), Florida Statutes, provides that "Incidental movement upon water or resting partially or entirely on the bottom does not, in and of itself, preclude an entity from being classified as a floating structure."

The City of Riviera Beach City Council (hereinafter the "City Council") recognizes that the Supreme Court of the United States (hereinafter the "Court"), pursuant to *Lozman v. City of Riviera Beach*, 568 U.S. 115 (U.S. 2013), holds that an article (hereinafter "entity") situated upon the water does not constitute a "vessel" within the meaning of 1 U.S.C.A. § 3 if "a[n objective] reasonable observer, looking to "its "physical characteristics and activities, would not consider it to be designed to any practical degree for carrying people or things on water."

The Court, by adopting the foregoing objective purposive test in that *Lozman* decision, eliminated consideration of the owner's subjective intent in vessel status determinations.

The City Council finds and recognizes that the Court, in that certain *Lozman* decision, held that the Petitioner's floating home did not constitute a "vessel" within the meaning of said Act in view of that: (1) it was incapable of self-propulsion, (2) it has no rudder or other steering mechanism, (3) it has an unraked hull, (4) it had a rectangular bottom, (5) it had a draft of only 10 inches below water, (6) its infrequency of past movement (based upon the fact that, prior to its in rem arrest, it had traveled by tow over water only on four occasions over a 7-year period), (7) it could not be moved without dangerously swinging side-to-side (based upon the fact that when it has been towed, it had required a second boat to follow it from behind to prevent it from swinging dangerously side-to-side), (8) it had no special capacity to generate or store electricity, (9) its similarity to land-based residences (based upon the fact that its room looked like ordinary non-maritime living quarters), (10) it had ordinary windows and unsealed French doors rather than watertight portholes, and (11) it had no other feature that might suggest a design to transport over water anything other than its own furnishings and related personal effects.

The City Council has identified that it has become an increasingly common practice to moor, anchor, or otherwise affix floating structures and/or live-aboard vessels over or otherwise upon waters included within the territorial jurisdiction of the State of Florida and the Waters of the City, including: (1) anchoring, mooring, or otherwise affixing floating structures and/or live-aboard vessels to unpermitted, unauthorized, or otherwise unlawful objects lying at or near the bottom of said waters including but not limited to upon sovereign submerged lands, (2) anchoring, mooring, tying off, or otherwise affixing floating structures and/or live-aboard vessels to publicly owned uplands and over or otherwise upon such waters and/or sovereign submerged lands, and (3) anchoring, mooring, tying off, or otherwise affixing floating structures and/or live-aboard vessels to plant species protected by federal, state, and/or local law(s), rule(s), or regulation(s) pursuant to an endangered, threatened, or species of special concern designation or listing and/or plant species (including, but not limited to, mangroves) whose defoliation or destruction is subject to special permitting requirements pursuant to the Florida Mangrove Trimming and Preservation Act.

The Waters within the City of Riviera Beach include the Lake Worth Lagoon, and all other navigable waters, all of which are environmentally sensitive aquatic habitat.

The City Council finds that the floating structures in the City commonly: (1) contain greywater and/or blackwater discharge facilities such as washrooms, showers, toilets, latrines, and/or outhouses, (2) do not contain a bilge pump(s), (3) do not contain a marine sanitation device(s), (4) hold unsecured or poorly contained stored fuel(s) and other potentially dangerous and/or hazardous products and materials such as propane tanks and furniture, (5) contain living quarters and/or recreational areas, (6) are utilized for the purpose of storage and/or habitation, (7) do not have navigational lights, (8) do not feature identifying information which a local, state, or federal government or enforcement agency may utilize to ascertain their owner(s) in a reasonably timely manner, (9) are rafted up to larger "primary" vessels or to larger "primary" floating structures, (10) do not securely hold on anchor, (11) are not built to any manufacturing standard(s) and/or building code(s), (12) are unauthorized or unlawfully anchored

or moored upon sovereign submerged lands, (13) are abandoned, and (14) lack means of propulsion necessary to quickly relocate in advance of or during extreme weather events or other emergency events.

Floating structures and live-aboard vessels within the territorial jurisdiction of the State of Florida and the Waters of the City may pose significant threat to the environment, human health, and navigational safety through the potential to discharge sewage, oil, or hazardous substances into the marine environment; physical damage to surrounding ecosystems; the proliferation of marine debris; and the inability to quickly locate an owner during times of emergency, to have the floating structure and/or live-aboard vessel timely removed.

Neither the United States nor the State of Florida have preempted the several states or local governments from legislating in the field of floating structure regulation.

Section 327.60(3), Florida Statutes, provides, in pertinent part, that Chapter 327, Florida Statutes, "does not prohibit local governmental authorities from the enactment or enforcement of regulations that prohibit or restrict the mooring or anchoring of floating structures[.]"

Section 192.001(17), Florida Statutes, provides, in pertinent part, that, "[a] floating structure is expressly included as a type of tangible personal property."

Under Florida law, there is no recognized common law, constitutional, or statutory littoral or riparian right to anchor, moor, or otherwise indefinitely or permanently affix or situate a floating structure upon or over waters included within the territorial jurisdiction of the State of Florida, or upon or over Waters of the City, including but not limited to upon sovereign submerged lands.

On June 24, 2021, Palm Beach County adopted Ordinance No. 2021-017, amending its Code of Ordinances to prohibit floating structures. As stated in summary, Palm Beach County's Ordinance applies within the incorporated and unincorporated areas of the County unless a municipality opts out or adopts an ordinance in conflict, in which case the County's Ordinance is effective to the extent not in conflict with the municipal ordinance.

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Memo_to_Mayor_and_CC_agenda_item_Floating_Structures_Live_Aboard_Vessels.docx	Memo to Mayor and CC to Approve Ordinance Floating Structures	7/22/2021	Cover Memo
Floating_Structure_Ordinance_and_Live_Aboards_07222021.docx	Ord. 4178 Floating Structures and Live-Aboards	7/22/2021	Ordinance
Ordinance_4160_Moratorium_on_Floating_Structures.pdf	Ordinance 4160 Moratorium on Floating Structures	7/22/2021	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Attorney	Wynn, Dawn	Approved	7/22/2021 - 4:47 PM
Purchasing	Williams, Glendora	Approved	7/22/2021 - 4:59 PM
Finance	sherman, randy	Approved	7/23/2021 - 10:22 AM
Attorney	Wynn, Dawn	Approved	7/23/2021 - 10:52 AM
City Clerk	Robinson, Claudene	Approved	7/23/2021 - 11:10 AM
City Manager	Jacobs, Deirdre	Approved	7/28/2021 - 6:03 PM

"The Best Waterfront City in Which to Live, Work and Play."

CITY OF RIVIERA BEACH – MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON AND CITY COUNCIL

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

FROM: DAWN S. WYNN, CITY ATTORNEY

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 13 OF THE CITY'S CODE OF ORDINANCES ENTITLED, "PARKS AND RECREATION", REPEALING ARTICLE III., "BOATS"; CREATING ARTICLE III., "BOATS, FLOATING STRUCTURES, LIVE-ABOARD VESSELS AND OTHER WATERCRAFT"; PROVIDING FOR APPLICABILITY, SEVERABILITY, REPEAL OF LAWS IN CONFLICT, AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

DATE: AUGUST 4, 2021

CC: GENERAL PUBLIC

Summary:

On February 3, 2021, the City Council of the City of Riviera Beach passed Ordinance No. 4160, enacting a moratorium for up to 180 days as to the filing, receiving or processing of any application or permit associated with floating structures or live-aboard vessels within the corporate limits of the City.

During this time, staff has met with local and state officials to review, amend, and develop updated regulations for floating structures and live-aboard vessels in the City.

Moreover, on June 24, 2021, Palm Beach County (PBC) enacted its own Ordinance prohibiting floating structures and providing for other regulations regarding the same (reference PBC Ordinance No. 2021-017.) The County Ordinance is applicable within the incorporated and unincorporated areas of the County, unless a municipality opts out or adopts an ordinance in conflict, in which case the County Ordinance is effective to the extent not in conflict with the City's ordinance.

Background:

Section 327.02(46), Florida Statutes, defines "Vessel" as "synonymous with boat as referenced in Section 1(b), Article VII of the State Constitution and includes every description of watercraft, barge, airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on the water."

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Section 327.02(14), Florida Statutes, provides that "Incidental movement upon water or resting partially or entirely on the bottom does not, in and of itself, preclude an entity from being classified as a floating structure."

The City of Riviera Beach City Council (hereinafter the "City Council") recognizes that the Supreme Court of the United States (hereinafter the "Court"), pursuant to *Lozman v. City of Riviera Beach*, 568 U.S. 115 (U.S. 2013), holds that an article (hereinafter "entity") situated upon the water does not constitute a "vessel" within the meaning of 1 U.S.C.A. § 3 if "a[n objective] reasonable observer, looking to "its "physical characteristics and activities, would not consider it to be designed to any practical degree for carrying people or things on water."

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The City Council finds and recognizes that the Court, in that certain *Lozman* decision, held that the Petitioner's floating home did not constitute a "vessel" within the meaning of said

Act in view of that: (1) it was incapable of self-propulsion, (2) it has no rudder or other steering mechanism, (3) it has an unraked hull, (4) it had a rectangular bottom, (5) it had a draft of only 10 inches below water, (6) its infrequency of past movement (based upon the fact that, prior to its in rem arrest, it had traveled by tow over water only on four occasions over a 7-year period), (7) it could not be moved without dangerously swinging side-to-side (based upon the fact that when it has been towed, it had required a second boat to follow it from behind to prevent it from swinging dangerously side-to-side), (8) it had no special capacity to generate or store electricity, (9) its similarity to land-based residences (based upon the fact that its room looked like ordinary non-maritime living quarters), (10) it had ordinary windows and unsealed French doors rather than watertight portholes, and (11) it had no other feature that might suggest a design to transport over water anything other than its own furnishings and related personal effects; and

The City Council has identified that it has become an increasingly common practice to moor, anchor, or otherwise affix floating structures and/or live-aboard vessels over or otherwise upon waters included within the territorial jurisdiction of the State of Florida and the Waters of the City, including: (1) anchoring, mooring, or otherwise affixing floating structures and/or live-aboard vessels to unpermitted, unauthorized, or otherwise unlawful objects lying at or near the bottom of said waters including but not limited to upon sovereign submerged lands, (2) anchoring, mooring, tying off, or otherwise affixing floating structures and/or live-aboard vessels to publicly owned uplands and over or otherwise upon such waters and/or sovereign submerged lands, and (3) anchoring, mooring, tying off, or otherwise affixing floating structures and/or live-aboard vessels to plant species protected by federal, state, and/or local law(s), rule(s), or regulation(s) pursuant to an endangered, threatened, or species of special concern designation or listing and/or plant species (including, but not limited to, mangroves) whose defoliation or destruction is subject to special permitting requirements pursuant to the Florida Mangrove Trimming and Preservation Act.

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Floating structures and live-aboard vessels within the territorial jurisdiction of the State of Florida and the Waters of the City may pose significant threat to the environment, human health, and navigational safety through the potential to discharge sewage, oil, or hazardous substances into the marine environment; physical damage to surrounding ecosystems; the proliferation of marine debris; and the inability to quickly locate an owner during times of emergency, to have the floating structure and/or live-aboard vessel timely removed.

Neither the United States nor the State of Florida have preempted the several states or local governments from legislating in the field of floating structure regulation.

Section 327.60(3), Florida Statutes, provides, in pertinent part, that Chapter 327, Florida Statutes, "does not prohibit local governmental authorities from the enactment or enforcement of regulations that prohibit or restrict the mooring or anchoring of floating structures[.]"

Section 192.001(17), Florida Statutes, provides, in pertinent part, that, "[a] floating structure is expressly included as a type of tangible personal property."

Under Florida law, there is no recognized common law, constitutional, or statutory littoral or riparian right to anchor, moor, or otherwise indefinitely or permanently affix or situate a floating structure upon or over waters included within the territorial jurisdiction of the State of Florida, or upon or over Waters of the City, including but not limited to upon sovereign submerged lands.

On June 24, 2021**,** Palm Beach County adopted Ordinance No. 2021-017, amending its Code of Ordinances to prohibit floating structures. As stated in summary, Palm Beach County's Ordinance applies within the incorporated and unincorporated areas of the County unless a municipality opts out or adopts an ordinance in conflict, in which case the County's Ordinance is effective to the extent not in conflict with the municipal ordinance.

Citywide Goal:
To promote the best interests of the health, safety, aesthetics, economic order and general welfare of the community and the residents of the City, and the advancement of the City's valid police powers.

Budget/Fiscal Impact:
Enactment of this Ordinance should not have any significant impact on the City's budget.

Recommendation(s):
The Office of the City Attorney recommends it is in the best interests of the City to approve this Ordinance.

Attachment(s):
1. Ordinance No. 4178

ORDINANCE NUMBER 4178

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 13 OF THE CITY'S CODE OF ORDINANCES ENTITLED, "PARKS AND RECREATION", REPEALING ARTICLE III, "BOATS"; CREATING ARTICLE III, "BOATS, FLOATING STRUCTURES, LIVE-ABOARD VESSELS AND OTHER WATERCRAFT"; PROVIDING FOR APPLICABILITY, SEVERABILITY, REPEAL OF LAWS IN CONFLICT, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council is the legislative body of the City of Riviera Beach, Florida; and

WHEREAS, Section 327.02(46), Florida Statutes, defines "Vessel" as "synonymous with boat as referenced in Section 1(b), Article VII of the State Constitution and includes every description of watercraft, barge, airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on the water."; and

WHEREAS, Section 327.02(22), Florida Statutes, defines "Live-aboard vessel" as (a) a vessel used solely as a residence and not for navigation; (b) a vessel for which a declaration of domicile has been filed pursuant to section 222.17, Florida Statutes; or (c) a vessel used as a residence that does not have an effective means of propulsion for safe navigation; and

WHEREAS, Section 327.02(14), Florida Statutes, defines "floating structure" as "a floating entity, with or without accommodations built thereon, which is not primarily used as a means of transportation on water but which serves purposes and provides services typically associated with a structure or other improvement to real property. The term includes, but is not limited to, an entity used as a residence, place of business or office with public access; a hotel or motel; a restaurant or lounge; a clubhouse; a meeting facility; a storage or parking facility or a mining platform, dredge, dragline, or similar facility or entity represented as such."; and

WHEREAS, Section 327.02(14), Florida Statutes, provides that "floating structures" are expressly excluded from the definition of the term "vessel" as defined in Section 327.02(46), Florida Statutes; and

WHEREAS, Section 327.02(14), Florida Statutes, provides that "Incidental movement upon water or resting partially or entirely on the bottom does not, in and of itself, preclude an entity from being classified as a floating structure."; and

WHEREAS, the City of Riviera Beach City Council (hereinafter the "City Council") recognizes that the Supreme Court of the United States (hereinafter the "Court"), pursuant to *Lozman v. City of Riviera Beach*, 568 U.S. 115 (U.S. 2013), holds that an article (hereinafter "entity") situated upon the water does not constitute a "vessel" within the meaning of 1 U.S.C.A. § 3 if "a[n objective] reasonable observer, looking to "its "physical

characteristics and activities, would not consider it to be designed to any practical degree for carrying people or things on water."; and

WHEREAS, the Court, by adopting the foregoing objective purposive test in that *Lozman* decision, eliminated consideration of the owner's subjective intent in vessel status determinations; and

WHEREAS, the City Council finds and recognizes that the Court, in that certain *Lozman* decision, held that the Petitioner's floating home did not constitute a "vessel" within the meaning of said Act in view of that: (1) it was incapable of self-propulsion, (2) it has no rudder or other steering mechanism, (3) it has an unraked hull, (4) it had a rectangular bottom, (5) it had a draft of only 10 inches below water, (6) its infrequency of past movement (based upon the fact that, prior to its in rem arrest, it had traveled by tow over water only on four occasions over a 7-year period), (7) it could not be moved without dangerously swinging side-to-side (based upon the fact that when it has been towed, it had required a second boat to follow it from behind to prevent it from swinging dangerously side-to-side), (8) it had no special capacity to generate or store electricity, (9) its similarity to land-based residences (based upon the fact that its room looked like ordinary non-maritime living quarters), (10) it had ordinary windows and unsealed French doors rather than watertight portholes, and (11) it had no other feature that might suggest a design to transport over water anything other than its own furnishings and related personal effects; and

WHEREAS, the City Council has identified that it has become an increasingly common practice to moor, anchor, or otherwise affix floating structures and/or live-aboard vessels over or otherwise upon waters included within the territorial jurisdiction of the State of Florida and the Waters of the City, including: (1) anchoring, mooring, or otherwise affixing floating structures and/or live-aboard vessels to unpermitted, unauthorized, or otherwise unlawful objects lying at or near the bottom of said waters including but not limited to upon sovereign submerged lands, (2) anchoring, mooring, tying off, or otherwise affixing floating structures and/or live-aboard vessels to publicly owned uplands and over or otherwise upon such waters and/or sovereign submerged lands, and (3) anchoring, mooring, tying off, or otherwise affixing floating structures and/or live-aboard vessels to plant species protected by federal, state, and/or local law(s), rule(s), or regulation(s) pursuant to an endangered, threatened, or species of special concern designation or listing and/or plant species (including, but not limited to, mangroves) whose defoliation or destruction is subject to special permitting requirements pursuant to the Florida Mangrove Trimming and Preservation Act; and

WHEREAS, the Waters within the City of Riviera Beach include the Lake Worth Lagoon, and all other navigable waters, all of which are environmentally sensitive aquatic habitat; and

WHEREAS, the City Council finds that the floating structures in the City commonly: (1) contain greywater and/or blackwater discharge facilities such as washrooms, showers, toilets, latrines, and/or outhouses, (2) do not contain a bilge pump(s), (3) do not contain a marine sanitation device(s), (4) hold unsecured or poorly contained stored fuel(s) and other potentially dangerous and/or hazardous products and materials such as propane tanks and furniture, (5) contain living quarters and/or recreational areas, (6) are utilized for the purpose of storage and/or habitation, (7) do not have navigational lights, (8) do not feature identifying information which a local, state, or federal government or enforcement agency may utilize to ascertain their owner(s) in a reasonably timely manner, (9) are rafted up to larger "primary" vessels or to larger "primary" floating structures, (10) do not securely hold on anchor, (11) are not built to any manufacturing standard(s) and/or building code(s), (12) are unauthorized or unlawfully anchored or moored upon sovereign submerged lands, (13) are abandoned, and (14) lack means of propulsion necessary to quickly relocate in advance of or during extreme weather events or other emergency events; and

WHEREAS, floating structures and live-aboard vessels within the territorial jurisdiction of the State of Florida and the Waters of the City may pose significant threat to the environment, human health, and navigational safety through the potential to discharge sewage, oil, or hazardous substances into the marine environment; physical damage to surrounding ecosystems; the proliferation of marine debris; and the inability to quickly locate an owner during times of emergency, to have the floating structure and/or live-aboard vessel timely removed; and

WHEREAS, neither the United States nor the State of Florida have preempted the several states or local governments from legislating in the field of floating structure regulation; and

WHEREAS, Section 327.60(3), Florida Statutes, provides, in pertinent part, that Chapter 327, Florida Statutes, "does not prohibit local governmental authorities from the enactment or enforcement of regulations that prohibit or restrict the mooring or anchoring of floating structures[.]"; and

WHEREAS, Section 192.001(17), Florida Statutes, provides, in pertinent part, that, "[a] floating structure is expressly included as a type of tangible personal property."; and

WHEREAS, under Florida law, there is no recognized common law, constitutional, or statutory littoral or riparian right to anchor, moor, or otherwise indefinitely or permanently affix or situate a floating structure upon or over waters included within the territorial jurisdiction of the State of Florida, or upon or over Waters of the City, including but not limited to upon sovereign submerged lands; and

WHEREAS, on June 24, 2021**,** Palm Beach County adopted Ordinance No. 2021-017, amending its Code of Ordinances to prohibit floating structures; and

WHEREAS, Palm Beach County's Ordinance applies within the incorporated and unincorporated areas of the County unless a municipality opts out or adopts an ordinance in conflict, in which case the County's Ordinance is effective to the extent not in conflict with the municipal ordinance; and

WHEREAS, the City Council finds that this Ordinance is necessary to advance the City's public health, safety, and welfare to protect the natural environment within the City.

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

SECTION 1. Legislative Findings, Intent, and Purpose. The foregoing recitals are ratified as true and correct and are incorporated herein. It is the purpose and intent of this Ordinance to promote the health, safety and general welfare of the residents, businesses, and stakeholders of the City.

SECTION 2. REPEAL OF ARTICLE III, "BOATS". In order to create a new Article addressing Floating Structures, Live-Aboard Vessels, and other Watercraft within the City's Code of Ordinances, the City Council hereby repeals Article III, entitled "Boats" Section 13-51 through Section 13-62 contained within Chapter 13 of the Code of Ordinances of the City of Riviera Beach, entitled "Parks and Recreation", as shown below.

* * *

~~**ARTICLE III. BOATS**~~
~~**Sec. 13-51. Definitions.**~~

~~Definitions as stated in F.S. § 327.02 are incorporated herein by reference. For the purposes of this article, "waters within the corporate or city limits of the city" shall mean any part of Lake Worth within the boundaries of the city as may exist now or hereafter.~~

~~**Sec. 13-52. Compliance.**~~

~~For the protection of property owners, the general public and owners and operators of any vessel or floating structure in the city, all floating structures of any type whatsoever operated, moored, docked or anchored at any place in the canals, rivers, bays or waters within the corporate limits of city and the owners, operators or occupants thereof shall be governed by and observe the provisions of this article.~~

~~**Sec. 13-53. Trespassing vessels and other floating structures.**~~

~~(a) Any vessel or floating structure that is found to be trespassing as defined in subsection (b) of this section may be immediately removed and impounded by the city at the expense of the owner.~~

~~(b)Trespass occurs when:~~

~~(1)Any vessel or other floating structure is placed or parked in any tow away zone that is posted with a tow away zone sign. All grassed area at the marina are tow away zones.~~

~~(2)Any vessel or other floating structure placed, parked, moored or otherwise attached to any city property other than a posted tow away zone, and the owner or operator fails to remove same after warning.~~

~~**Sec. 13-54.- Anchoring and Mooring of Vessels.**~~

~~(a) No person shall establish any floating mooring device or anchor or moor any vessel or floating structure in the waters of the city other than mooring at a dock or similar facility for more than 72 continuous or cumulative hours during a 30-day period. Any vessel that anchors or moors in excess of 72 hours is not to be considered as exercising a right of navigation.~~

~~(b) Public anchorages may be designated by the city manager or his authorized representative, in which areas floating mooring devices may be established by the city or by private parties at the option of the city. Establishment or use of such a device shall require a permit from the city, for which reasonable charges may be assessed. No such device shall be established or used prior to the issuance of such permit.~~

~~(c) This section shall not apply to the following:~~

~~(1) Any vessel or floating structure owned and operated by the state or the United States government.~~

~~(2) Any vessel or floating structure operating within the Florida Intracoastal Waterway.~~

~~(3)Any vessel or other floating structure is found to be obstructing the egress and/or ingress of vessels at the city's marina.~~

~~**Sec. 13-55.-Menace to navigation prohibited.**~~

~~(a) It shall be unlawful for any person to maintain, anchor or moor any vessel or floating structure in such a manner as to cause or be considered a menace or obstruction to navigation.~~

~~(b) Abandoned boats shall be disposed of pursuant to F.S. ch. 705.~~

~~**Sec. 13-56. Sunken Boats.**~~

~~(a) *Public hazard and/or public nuisance; removal requirement.* Sunken boats in any waters within the city are declared to be a public nuisance. If a boat sinks in a harbor, marina, channel or in any of the waters within the city limits, it shall be the duty of the owner thereof to immediately remove the same at their expense, and on their failure to do so the city manager or designee shall remove such at the expense of the owner. If for whatever reason the owner or owners are not known, notice shall be given by publication in a newspaper of general circulation in the county.~~

~~(b) *Collection of costs of removal.* If it becomes necessary for the director to remove a sunken boat, the city may, at its option, attach a lien to the salvage or enter suit against the owner to recover such costs, or both.~~

~~**Sec. 13-57. Health and sanitation rules of the city; disorderly conduct, etc.**~~

~~All persons on board a watercraft moored to land, docks, piers, wharves or anchored in the waterways of the city shall observe all health and sanitary regulations of the city and all ordinances of the city relating to the conduct of persons, including those prohibiting acts contrary to the health, morals, safety or public peace, and including ordinances prohibiting disorderly conduct or loud and boisterous noises which disturb the peace.~~

~~**Sec. 13-58. Excessive Operating Noise.**~~

~~No operator shall cause or allow excessive noise in the operation of watercraft or in operating blowers, machinery, or motors of or on board a watercraft in violation of any noise control ordinance of the city.~~

~~**Sec. 13-59. Refuse Disposal.**~~

~~(a) It shall be unlawful for any person to dump or throw, or cause to be dumped or thrown, waste material, refuse, petroleum products or other debris into any waterways of the city.~~

~~(b) All watercraft moored or docked in the waterways within the city limits other than at the municipal docks shall provide garbage cans of sufficient capacity (not larger than 32 gallons, with tightfitting tops) to hold garbage or refuse to be collected by the city or its contractors. The city or its contractors shall have the authority to assess reasonable fees for the collection of such garbage or refuse.~~

~~(c) The city shall furnish and provide sufficient garbage containers near the municipal docks to service all watercraft moored at such docks, and the city shall make collections as established by ordinance.~~

~~(d) No one shall throw, drop or leave fish, garbage, trash, refuse, bait or other debris on docks, walls, parkways, parks or other premises within the city except in proper receptacles provided for same.~~

~~**Sec. 13-60. Equipment for Excrement, Waste, Refuse.**~~

~~No person shall use or maintain living quarters on any motor boat, yacht, houseboat, floating home or any other type of watercraft on any of the waters within the city limits unless the same shall be equipped with a holding tank and/or chlorinator-macerator or other equipment sufficient for the purpose of containing all excrement, waste and refuse from such craft, and the same shall be disposed of in accordance with the rules and regulations heretofore or hereafter established by resolution of the city council for the disposal of same, but in no event shall any part thereof be released into any of the waters within in the city.~~

~~**Sec. 13-61. Enforcement.**~~

~~(a) The city manager or designee is hereby authorized to enforce the provisions of this article.~~

~~(b) If any watercraft is impounded as the result of a violation of any provisions of this article and the watercraft is unclaimed, the city shall dispose of the property in accordance with F.S. §§ 705.102, 705.103, 705.104, 328.15 and 328.17.~~

~~**Sec. 13-62. - Penalty for violations.**~~

~~Any person violating any of the provisions of this article shall, upon conviction thereof, be punished as provided by section 1-11 of this Code.~~

SECTION 4. CREATION OF ARTICLE III . "BOATS, FLOATING STRUCTURES, LIVE-ABOARD VESSELS AND OTHER WATERCRAFT". In order to create a new section addressing Floating Structures and Live-Aboard Vessels within the City's Code of Ordinances, the City Council hereby creates a new Article III. entitled "Boats, Floating Structures, Live-Aboard Vessels and Other Watercraft" under Chapter 13 of the Code of Ordinances of the City of Riviera Beach, entitled "Parks and Recreation", which shall read as follows:

* * *

Sec. 13-51 Definitions

"Anchor" shall mean the use of traditional ground tackle, typically including an anchor, anchor chain, and line appurtenant to a floating structure and used to hold a floating structure in place.

"Barge" shall mean that term as it is defined at Section 327.02, Florida Statutes, as may be amended.

"Derelict vessel" shall mean that term as it is defined at Section 327.02, Florida Statutes, as may be amended.

"Expressly Permit" means express authorization of both, all material components comprising the floating structure itself, and of the placement or situation of that floating structure in its specific configuration, length, size, and location, by all federal, state, and local government agencies pursuant to issuance of a written order granting, or granting with conditions, a written application to so construct and place or situate that floating structure.

"Floating Structure" means a floating entity, with or without accommodations built thereon, which is not primarily used as a means of transportation on water but which serves purposes or provides services typically associated with a structure or other improvement to real property. The term includes, but is not limited to, an entity used as a residence, a place of business or office with public access; a hotel or motel; a restaurant or lounge; a clubhouse; a meeting facility; a storage or parking facility; or a mining platform, dredge, dragline, or similar facility or entity represented as such. Floating structures are expressly excluded from the definition of the term "vessel" as defined in Section 327.02, Florida Statutes, as may be amended. Incidental movement upon water or resting partially or entirely on the bottom does not, in and of itself, preclude an entity from classification as a floating structure. Registration of the entity as a vessel in accordance with Chapter 327, Florida Statutes, shall not preclude an entity from classification as a floating structure. In the event of a dispute as to whether an entity constitutes a floating structure versus a vessel, such dispute shall be exclusively determined under a preponderance of the evidence standard, by analyzing the following criteria which are attributes of a floating structure: (1) it is incapable of self-propulsion, (2) it does not have a rudder or other steering mechanism, (3) it does not have a raked hull, (4) it has a rectangular or a square bottom, (5) its draft is not comparable to the drafts of vessels of similar size, (6) its documented past geographical movement is infrequent, (7) it cannot be moved over meaningful distances without dangerously or hazardously swinging from side-to-side, (8) it does not have a (lawful) capacity to generate or store electricity, (9) it does not have a bilge pump(s), (10) it does not have an approved marine sanitation device(s), (11) its above water surface area(s) bear similarity to the interior or exterior of a land-based residential or commercial structure, (12) it has ordinary windows, open doorways, or unsealed doors, (13) it does not have any other physical features that might suggest to an objective reasonable observer a design to transport over water anything other than its own furnishings and related personal effects, and (14) it is not titled and registered as a vessel. Payment of a tangible personal property tax regarding the entity in question or issuance or receipt of a tax exemption thereto, pursuant to Section 192.001(17), Florida Statutes, as may be amended, shall constitute prima facie evidence that the entity in question constitutes a floating structure under this Ordinance.

"Houseboat" means that term as it defined at Section 327.02, Florida Statutes, as may be amended.

"Jackup Rig" means a self-elevating unit that is a type of mobile platform that consists of a buoyant hull with a number of movable legs, capable of raising its hull over the surface of the sea.

"Lawfully Moored" means moored to a mooring ball, mooring buoy, or dock when

such mooring is authorized under federal, state, and/or local law(s) and has received all required federal, state, and local permits and approvals to so moor.

"Live-Aboard Vessel" means that term as it is defined at Section 327.02, Florida Statutes, as may be amended.

"Marina" means that term as it is defined at Section 327.02, Florida Statutes, as may be amended.

"Marine Facility" means an accessory building or structure which is used to take a boat into or out of a water body, to moor, to berth, or to store a vessel or floating structure, but shall not include any building used for human habitation or any boat service, repair, or sales facility.

"Moor" means the act of securing a floating structure in the water by means of a permanent or semi-permanent mooring system affixed to the bottom of the water body. As used in this Ordinance, to moor or a mooring shall include other meanings of mooring, such as tying off a floating structure to upland vegetation or to pilings, posts, or stakes.

"Private Mooring" means the act of securing a floating structure in the water by means of a permanent or semi-permanent mooring system affixed to the bottom of the water body where the bottom is owned by a private person or entity that is not the local, state, or federal government.

"Public Mooring Field" means an area within a public body of water where the public can legally secure their floating structure to a mooring buoy that is attached to the bottom of the water body with a permanent anchor.

"Vessel" means that term as it is defined at Section 327.02, Florida Statutes, as may be amended.

"Water Column and Water(s)" shall mean the vertical extent of water, including the surface thereof, above an area of submerged land, regardless of such land's public or private ownership.

"Waters of the City" means all portions of those public waters and submerged lands, up to and including the mean high water mark, located within the geographic boundary limits of the City of Riviera Beach, which waters include waters within the jurisdiction of the state, including, but not limited to all navigable and non-navigable waterways, canals, lagoons, bayous, bays, rivers, lakes, streams, springs, impoundments, and all other bodies of water, including fresh, brackish, saline, tidal surface, or underground, and including surface waters created by the removal of soil from uplands, but excluding any area preempted by law.

Sec. 13-52. Applicability

The provisions of this article shall apply to all boats, vessels, floating structures, live-aboard vessels, and watercraft operated, moored, docked or anchored at any place in the canals, rivers, bays, lagoons, or any other waters and submerged lands within the municipal boundaries of the city; and the owners, operators or occupants thereof shall be governed by and observe the provisions of this article.

Sec. 13-53. Prohibition of Floating Structures.

(a) It shall be unlawful for any person to anchor, moor, tie off, or otherwise affix a floating structure upon, or to, the Waters of the City.
(b) It shall be unlawful for any person to anchor, moor, tie off, or otherwise affix a floating structure to publically or privately-owned uplands.
(c) It shall be unlawful for any person, within waters or submerged lands included in the Waters of the City, to anchor, moor, tie off, or otherwise affix a floating structure to one or more plant species protected by federal, state, or local law(s), rule(s), or regulation(s) pursuant to an endangered, threatened or species of special concern designation or listing.
(d) It shall be unlawful for any person, within waters or submerged lands included in the Waters of the City, to anchor, moor, tie off, or otherwise affix a floating structure to one or more plant species (including but not limited to, mangroves) whose defoliation or destruction is subject to special permitting requirements under the Florida Mangrove Trimming and Preservation Act, codified at Sections 403.9321-403.9333, Florida Statutes, as may be amended or supplemented.
(e) It shall be unlawful for any person to place or maintain a floating structure in violation of this Ordinance.
(f) It shall be unlawful for any person to proximately cause or proximately contribute to the placement or maintenance of a floating structure in violation of this Ordinance.
(g) It shall be unlawful for any person to store items upon, occupy, or reside upon a floating structure within waters or submerged lands included within the Waters of the City or uplands.

Sec. 13-54. Live-Aboard Vessels.

(a) Any owner of a vessel may use or permit the vessel to be used for living quarters as a "live-aboard" vessel as defined in Florida Statutes § 327.02 only as provided for in this section.
(b) All live-aboard vessels must be docked in a licensed marina facility, except as provided for in subsection (3) of this section.
(c) All live-aboard vessels must contain a coast guard approved operable marine sanitation device. Discharge of sewage from all vessels must comply with section 13-59 of this chapter.

(d) Live-aboard vessels must not be used for permanent living purposes in other than a license marina facility. Transient, temporary, live-aboard vessels are prohibited from docking elsewhere in the Waters of the City beyond 72 hours within any 30 day period.
(e) The city marina may establish and post reasonable rules and regulations for live-aboard anchoring or mooring and pump-out schedules to ensure the public health, safety, and welfare of persons and property within the city.
(f) Anchoring or mooring a live-aboard vessel in any city waterway within 200 feet of any seawall is prohibited.

(g) All live-aboard vessels, including temporarily permitted, live-aboard vessels must be removed, or evacuated, from city waterways within eight hours of a declared weather emergency.

(h) Live-aboard vessels anchored in the Intracoastal Waterway or vessels temporarily anchored due to emergency conditions or situations are exempt from this section during the temporary emergency.

Sec. 13-55. Exceptions.

(a) This Ordinance shall not apply to floating structures and/or live-aboard vessels lawfully moored in a permitted public mooring field.
(b) This Ordinance shall not apply to floating structures and/or live aboard vessels lawfully moored in a permitted private mooring. It is the responsibility of the owner(s) or proprietor(s) of the private mooring facility to ensure that floating structures and/or live-aboard vessels moored thereto comply with all applicable local, state, and federal proprietary, safety, environmental, and pollution control laws, rules, and regulations.
(c) This Ordinance shall not apply to floating structures that are part of a permitted construction project.
(d) This Ordinance shall not apply to a floating structure that federal, state, and local proprietary laws and regulations expressly permit, when such floating structure has received all such required federal, state, and local permits and approvals (such as a floating boat lift or floating vessel platform permitted by the Florida Department of Environmental Protection pursuant to Chapter 403, Florida Statutes, and Chapter 62, Florida Administrative Code, as may be amended, and by all applicable federal permitting agencies), and is in compliance with all conditions of said permits and approvals.
(e) This Ordinance shall not apply to government waterway markers (such as, for example, regulatory markers and aids to navigation (the latter including, but not limited to, channel markers, danger markers, information markers, and aids of no lateral significance)).
(f) This Ordinance shall not apply to a waterway marker when that marker is both authorized under federal, state, and local law(s), and when its owner(s) and permittee(s) have received all required federal, state, and local permits and approvals to so place or maintain that waterway marker.

(g) This Ordinance shall not apply to a live-aboard vessel located upon the Florida Intracoastal Highway pursuant to 327.60(2)(c).

(h) This Ordinance shall not apply to a floating structure and/or live-aboard vessel moored or docked at a lawfully established marina or marine facility. It is the responsibility of the owner(s) or proprietor(s) of lawfully established marinas and marine facilities to ensure that floating structures and/or live-aboard vessels moored thereto comply with all applicable local, state, and federal proprietary, safety, environmental, and pollution control laws, rules, and regulations. \

Sec. 13-56. Derelict Vessels.

It shall be unlawful for any person, firm, or corporation to store, leave or abandon any derelict vessel in the City. The City is authorized to relocate, remove, or cause to be relocated or removed a derelict vessel from the Waters of the City pursuant to the derelict vessel policy and procedures adopted by the City of Riviera Beach Police Department through the exercise of the authority granted to the City pursuant to Florida Statutes, Section 823.11.

Sec. 13-57. Health and sanitation rules of the city; disorderly conduct, etc.

All persons on board a watercraft and/or floating structure and/or live-aboard vessel moored to land, docks, piers, wharves or anchored in the waterways of the city shall observe all health and sanitary regulations of the city and all ordinances of the city relating to the conduct of persons, including those prohibiting acts contrary to the health, morals, safety or public peace, and including ordinances prohibiting disorderly conduct or loud and boisterous noises which disturb the peace.

Sec. 13-58. Excessive operating noise.

No operator shall cause or allow excessive noise in the operation of a watercraft and/or floating structure and/or live-aboard vessel or in operating blowers, machinery, or motors, loudspeakers or radios of or on board a watercraft, floating structure and/or live-aboard in violation of any noise control ordinance of the city.

Sec. 13-59. Refuse disposal.

(a) It shall be unlawful for any person to dump or throw, or cause to be dumped or thrown, waste material, refuse, petroleum products or other debris into any waterways of the city.

(b) All watercraft and/or floating structure and/or live-aboard vessel moored or docked in the waterways within the city limits other than at the municipal docks shall provide garbage cans of sufficient capacity (not larger than 32 gallons, with tightfitting tops) to hold garbage or refuse to be collected by the city or its contractors. The city or its contractors shall have the authority to assess reasonable fees for the collection of such garbage or refuse.

(c) The city shall furnish and provide sufficient garbage containers near the municipal docks to service all watercraft moored at such docks, and the city shall make collections as established by ordinance.

(d) No one shall throw, drop or leave fish, garbage, trash, refuse, bait or other debris on docks, walls, parkways, parks or other premises within the city except in proper receptacles provided for same.

Sec. 13-60. Equipment for excrement, waste, refuse.

No person shall use or maintain living quarters on any motor boat, yacht, houseboat, floating structure and/or live-aboard vessel or any other type of watercraft on any of the waters within the city limits unless the same shall be equipped with a holding tank and/or chlorinator-macerator or other equipment sufficient for the purpose of containing all excrement, waste and refuse from such craft, and the same shall be disposed of in accordance with the rules and regulations heretofore or hereafter established by resolution of the city council for the disposal of same, but in no event shall any part thereof be released into any of the waters within the city.

Sec. 13-61. Enforcement.

(a) Any law enforcement or code enforcement officer acting within his/her jurisdiction is authorized to enforce this Ordinance.
(b) The violation of any provision of this Ordinance may be enforced pursuant to Section 125.69(1), Florida Statutes, as may be amended, and shall be punishable by a fine not to exceed five hundred dollars ($500.00) per day, by imprisonment in the county jail not to exceed sixty (60) days, or by both such fines and imprisonment.
(c) The violation of any provision of this Ordinance may be enforced pursuant to the procedures and penalties of Section 162.01, Florida Statutes, et seq. and section 1-11 of this Code, as may be amended.
(d) In addition to the sanctions contained herein, this Ordinance may be enforced through any other appropriate legal action, including, but not limited to, seeking cease and desist orders, instituting other administrative actions, and requesting temporary and permanent injunction to enforce the provisions of this Ordinance. It is the purpose of this Ordinance to provide additional and cumulative remedies.
(e) Each day a violation of this Ordinance occurs shall constitute a separate offense and be punishable as such.
(f) Authorized enforcement officers may remove or destroy a floating structure found in violation of this Ordinance, in accordance with the following:

    1. When a floating structure is found to be in violation of this Ordinance, notice shall be placed upon such floating structure notifying such owner(s), whether known or unknown, that the floating structure is in violation of this Ordinance. Owner(s) shall be given 21 calendar days from the date of the posting of the

notice to remove the floating structure, except when there is an impending tropical storm, in which case an owner(s) shall be given 24 hours from the date and time of the posting of the notice to remove the floating structure. Such notice shall be substantially in the following form:

"NOTICE OF ILLEGALLY ANCHORED OR MOORED FLOATING STRUCTURE City of Riviera Beach Ordinance X prohibits the anchoring, mooring, tying off, or otherwise affixing of floating structures except when lawfully moored in a permitted public mooring field or permitted private mooring, or as otherwise permitted under this Ordinance. This floating structure is currently in violation of Ordinance X and is subject to enforcement under the Ordinance. You are hereby notified that you must remove the above-described floating structure no later than _____, failing in which it will be removed or destroyed and you will be responsible for expenses including but not limited to all costs of removal, storage, disposal, and fines, as applicable."

2. The "NOTICE OF ILLEGALLY ANCHORED OR MOORED FLOATING STRUCTURE" as provided in subsection (f)(1) shall also be mailed by First-Class mail to the owner of the floating structure, if known. Evidence that an attempt has been made to mail such notice, if the owner is known, together with proof of posting, shall be sufficient to show that the notice requirements of this part have been met, without regard to whether or not the alleged violator actually received such notice.
3. If the owner of the floating structure or his/her agent cannot be found, or elects not to pay in accordance with the provisions outlined in this section, then the floating structure shall be considered to be abandoned property and the city shall follow the appropriate steps to dispose of the property in accordance with state statutes.

(g) Authorized enforcement officers may remove or destroy a live-aboard vessel found in violation of this Ordinance, in accordance with the following:

1. When a live-aboard vessel is found in violation of this Ordinance, notice shall be placed upon such live-aboard vessel notifying such owner(s), whether known or unknown, that the live-aboard vessel is in violation of this Ordinance. Owner(s) shall be given 21 calendar days from the date of the posting of the notice to remove the live-aboard vessel, except when there is an impending tropical storm, in which case an owner(s) shall be given 24 hours from the date and time of the posting of the notice to remove the live-aboard vessel. Such notice shall be substantially in the following form:

"NOTICE OF ILLEGALLY ANCHORED OR MOORED FLOATING STRUCTURE City of Riviera Beach Ordinance X prohibits the anchoring, mooring, tying off, or otherwise affixing of live-aboard vessels except when lawfully moored in a permitted public mooring field or permitted private

mooring, or as otherwise permitted under this Ordinance. This live-aboard vessel is currently in violation of Ordinance X and is subject to enforcement under the Ordinance. You are hereby notified that you must remove the above-described live-aboard vessel no later than _____, failing in which it will be removed or destroyed and you will be responsible for expenses including but not limited to all costs of removal, storage, disposal, and fines, as applicable."

2. The "NOTICE OF ILLEGALLY ANCHORED OR MOORED LIVE-ABOARD VESSEL" as provided in subsection (g)(1) shall also be mailed by First-Class mail to the owner of the live-aboard vessel, if known. Evidence that an attempt has been made to mail such notice, if the owner is known, together with proof of posting, shall be sufficient to show that the notice requirements of this part have been met, without regard to whether or not the alleged violator actually received such notice.
3. If the owner of the live-aboard vessel or his/her agent cannot be found, or elects not to pay in accordance with the provisions outlined in this section, then the live-aboard vessel shall be considered to be abandoned property and the city shall follow the appropriate steps to dispose of the property in accordance with state statutes.

(h) All owners, part owners, joint owners, tenants-in-common, tenants in partnership, joint tenants, tenants by the entirety, lessees, sub-lessees, assignees, sub-assignees, and holders of legal or beneficial title to or interest in a floating structure and/or live-aboard vessel that is in violation of this Ordinance, shall be jointly-and-severally liable with respect to any legal or equitable judgment or relief obtained in enforcing this Ordinance.

Sec. 13-62. Penalty for Violations.

Any person violating any of the provisions of this article shall, upon conviction thereof, be punished as provided by section 1-11 of this Code, and other penalties authorized by law.

* * *

SECTION 3. The City Council finds that this Ordinance is necessary to advance the City's public health, safety, and welfare to protect the natural environment within the City.

SECTION 4. **APPLICABILITY.** For purposes of jurisdictional applicability, this Ordinance shall apply to the City of Riviera Beach and all the waters and submerged lands located within the municipal boundaries of the City of Riviera Beach.

SECTION 5. **SEVERABILITY.** If any section, subsection, sentence, clause, phrase

or provision of this Ordinance, or its application, to any person or circumstance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 6. REPEAL OF LAWS IN CONFLICT. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. **CODIFICATION.** Specific authority is hereby granted to codify the Ordinance as it is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Riviera Beach, and sections of this Ordinance may be renumbered to accomplish such intentions.

SECTION 8. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon final passage and adoption by City Council.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND APPROVED on the first reading this _____day of _____,2021.

PASSED AND ADOPTED on second and final reading this _____ day of _____, 2021.

APPROVED:

_____
RONNIE L. FELDER
MAYOR

_____
SHIRLEY D. LANIER
CHAIRPERSON

ATTEST:

_____
CLAUDENE L. ANTHONY,
CERTIFIED MUNICIPAL CLERK
CITY CLERK

_____
KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

_____
TRADRICK MCCOY
COUNCILPERSON

_____
JULIA A. BOTEL, Ed.D
COUNCILPERSON

_____
DOUGLAS A. LAWSON
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

_____
DAWN S. WYNN, CITY ATTORNEY

DATE: _____

MOTIONED BY: _____

SECONDED BY: _____

T. MCCOY: ____

K. MILLER-ANDERSON: ____

S. LANIER: ____

J. BOTEL: ____

D. LAWSON: ____

1ST READING		**2ND & FINAL READING**	
MOTIONED BY:_____		**MOTIONED BY:** _____	
SECONDED BY:_____		**SECONDED BY:**_____	
T. MCCOY	_____	**T. MCCOY**	_____
K. MILLER-ANDERSON	_____	**K. MILLER-ANDERSON**	_____
S. LANIER	_____	**S. LANIER**	_____
J. BOTEL	_____	**J. BOTEL**	_____
D. LAWSON	_____	**D. LAWSON**	_____

ORDINANCE NO. 4160

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ENACTING A MORATORIUM FOR UP TO 180 DAYS AS TO THE FILING, RECEIVING OR PROCESSING OF ANY APPLICATION OR PERMIT ASSOCIATED WITH FLOATING STRUCTURES OR LIVE-ABOARD VESSELS WITHIN THE CORPORATE LIMITS OF THE CITY OF RIVIERA BEACH; DIRECTING CITY STAFF TO REVIEW, AMEND AND DEVELOP UPDATED LAND DEVELOPMENT REGULATIONS AND OTHER RECOMMENDATIONS REGARDING REGULATION OF FLOATING STRUCTURES; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority under Section 2(b), Art. VIII of the State Constitution, and Section 166.021, Florida Statutes, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City recognizes that there has been an accelerated growth of floating home communities and floating commercial structures throughout the State of Florida and the country; and

WHEREAS, Section 327.02(14), Florida Statutes, defines "Floating structure" as "a floating entity, with or without accommodations built thereon, which is not primarily used as a means of transportation on water but which serves purposes or provides services typically associated with a structure or other improvement to real property. The term includes, but is not limited to, an entity used as a residence, place of business or office with public access; a hotel or motel; a restaurant or lounge; a clubhouse; a meeting facility; a storage or parking facility; or a mining platform, dredge, dragline, or similar facility or entity represented as such…;" and

WHEREAS, Section 327.02(14), Florida Statutes, further states that floating structures are expressly excluded from the definition of the term "vessel" provided for 327.02(14), F.S.; and

WHEREAS, Section 327.02(22), Florida Statutes, defines "Live-aboard vessel" as (a) a vessel used solely as a residence and not for navigation; (b) a vessel for which a declaration of domicile has been filed pursuant to section 222.17, Florida Statutes; or (c) a vessel used as a residence that does not have an effective means of propulsion for safe navigation; and

WHEREAS, the Supreme Court of the United States in *Lozman v. City of Riviera Beach*, 568 U.S. 115 (U.S. 2013), held that a structure situated upon water does not constitute a "vessel" within the meaning of Section 327.02(46), Florida Statutes "unless a reasonable observer, looking to [its] physical characteristics and activities, would consider it designed to a practical degree for carrying people or things over water;" and

WHEREAS, the City's Code of Ordinances currently incorporates the definitions of Section 327.02, F.S.; and

WHEREAS, the City's Code of Ordinances, Chapter 13, Article III, Section 13-54 currently prohibits any person from establishing any floating mooring device or anchoring or mooring any vessel or floating structure in the waters of the City other than mooring at a dock or similar facility for more than 72 continuous or cumulative hours, during a 30-day period; and

WHEREAS, Section 13-54 does not apply to any vessel or floating structure owned and operated by the state or the United States government, or any vessel or floating structure operating within the Florida Intracoastal Waterway; and

WHEREAS, the City's Code of Ordinances, Chapter 13, Article III, Section 13-79 expressly prohibits permanent live-aboard vessels, providing that individuals who establish domicile on their vessels will be approved for lease of no more than six continuous months; and

WHEREAS, the City's Code of Ordinances, including its Land Development Code, does not adequately address remedies, enforcement, and other regulations for "vessels" and other floating structures or live-aboard vessels in violation of the City's Code; and

WHEREAS, other coastal communities have recognized this issue and have updated their land development codes to provide clear regulations of vessels, floating structures, and live aboard vessels; and

WHEREAS, the stationing or mooring of floating structures or live-aboard vessels have the potential to impact navigation, public health and safety, the environment, and public recreation in various locations throughout the City's jurisdiction; and

WHEREAS, the City hereby finds that this temporary moratorium is intended to give the City the time reasonably necessary to determine the best way to better regulate floating structures and live-aboard vessels for the benefit of public health, safety, and welfare and to promulgate reasonable regulations relating to such uses as deemed advisable by the City; and

WHEREAS, the City hereby finds that this Ordinance advances an important government purpose by reducing the likelihood of the negative, minimally regulated effects of floating structures and live-aboard vessels; and

WHEREAS, the City finds that imposing a temporary moratorium until adequate regulations have been developed, considered, revised, updated, and/or adopted is in the best interests of the health, safety, aesthetics, economic order, and general welfare of the community and the residents of the City, and is necessary to advance the City's valid police powers.

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

Section 1. Legislative Findings, Intent and Purpose. The foregoing recitals are ratified as true and correct and are incorporated herein. It is the purpose and intent of this Ordinance to promote the health, safety and general welfare of the residents, businesses and stakeholders of the City.

Section 2. Definition. For purposes of this Ordinance, the term "Floating Structure" shall be as that term is defined by Section 327.02(14), Florida Statutes, and the term "live-aboard vessel" shall be as that term is defined by Section 327.02(22), Florida Statutes, both of

which are distinct from the term "Vessel" as defined by Section 327.02(46), Florida Statute, or "boat" as identified in Article VII, Section 1(b), of the Florida Constitution, and as further described in *Lozman v. City of Riviera Beach*, 568 U.S. 115 (U.S. 2013).

Section 3. Temporary Moratorium. Beginning on the effective date of this Ordinance and continuing for a period of up to 180 days, a moratorium is hereby imposed on the construction of, the filing, receiving, or processing of any applications or permits authorizing the placement, maintenance or support of uses conducted on floating structures or live-aboard vessels within the corporate limits of the City of Riviera Beach. This moratorium includes any applications or permits for installation of utilities or ancillary uses or structures that are designed and intended to facilitate access to, or uses being or to be conducted on a floating structure or liveaboard vessel within the corporate limits of the City of Riviera Beach.

Section 4. Geographic Areas Covered. This Ordinance applies to all areas within the corporate limits of the City of Riviera Beach, Florida.

Section 5. Study and Recommendations. During the moratorium period described in Section 3 of this Ordinance, the City staff, including Development Services and the Legal Department, is hereby directed to study existing state, federal and local laws in this and other jurisdictions and existing and proposed regulations associated with floating structures and liveaboard vessels, as well as the potential impact of floating structures and live-aboard vessels on the health, safety, and welfare of residents and businesses located within the City, and to develop and recommend land development regulations addressing uses conducted on floating structures and live-aboard vessels within the City of Riviera Beach, and any other relevant regulations and recommendations, with such recommendations and proposed regulations being delivered to the City Council within a reasonable time before the expiration of this moratorium. This Ordinance does not apply to positioning of barges used in connection with temporary activities such as marine construction.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or provision of this Ordinance, or its application, to any person or circumstance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 7. Repeal of laws in conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND APPROVED on the first reading this 20th day of January, 2021.

PASSED AND ADOPTED on second and final reading this 3rd day of February, 2021.

APPROVED:

RONNIE L. FELDER
MAYOR

ATTEST:

CLAUDENE L. ANTHONY,
CERTIFIED MUNICIPAL CLERK
CITY CLERK

JULIA A. BOTEL, Ed. D
CHAIRPERSON

DOUGLAS LAWSON
CHAIR PRO TEM

ABSENT

TRADRICK MCCOY
COUNCILPERSON

SHIRLEY D. LANIER
COUNCILPERSON

KASHAMBA MILLER-ANDERSON
COUNCILPERSON

1ST READING

MOTIONED BY: T. MCCOY

SECONDED BY: S. LANIER

T. MCCOY	AYE
K. MILLER-ANDERSON	AYE
S. LANIER	AYE
J. BOTEL	AYE
D. LAWSON	AYE

2ND & FINAL READING

MOTIONED BY: K. MILLER-NDERSON

SECONDED BY: S. LANIER

T. MCCOY	ABSENT
K. MILLER-ANDERSON	AYE
S. LANIER	AYE
J. BOTEL	AYE
D. LAWSON	AYE

REVIEWED AS TO LEGAL SUFFICIENCY

DAWN S. WYNN, CITY ATTORNEY

DATE: 2/17/2021

RIVIERA BEACH, CITY OF
10682 PO DRAWER
RIVIERA BEACH, FL 33419-0682

Invoice/Order Number:	0000620657
Ad Cost:	$268.32
Paid:	$0.00
Balance Due:	$268.32

PUBLIC HEARING NOTICE
CITY OF RIVIERA BEACH, FLORIDA

The City Council of the City of Riviera Beach, Palm Beach County, Florida will conduct a Public Hearing on Wednesday, February 3, 2021, at 6:00 PM, or soon thereafter, and from time to time thereafter as necessary, at the Riviera Beach Marina Event Center, located at 190 E 13th Street, Riviera Beach, FL 33404 to consider enactment of the below proposed Ordinance.

To obtain a complete copy, please contact the Office of the City Clerk between the hours of 8:30 AM and 5:00 PM, except weekends and holidays at (561) 845-4090 or by email at **cityclerk@rivierabeach.org.**

Be advised, the meeting location is subject to change. The public is encouraged to visit the City's website for up to date information on meeting location and information.

ORDINANCE NUMBER 4160

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ENACTING A MORATORIUM FOR UP TO 180 DAYS AS TO THE FILING, RECEIVING OR PROCESSING OF ANY APPLICATION OR PERMIT ASSOCIATED WITH FLOATING STRUCTURES OR LIVE-ABOARD VESSELS WITHIN THE CORPORATE LIMITS OF THE CITY OF RIVIERA BEACH; DIRECTING CITY STAFF TO REVIEW, AMEND AND DEVELOP UPDATED LAND DEVELOPMENT REGULATIONS AND OTHER RECOMMENDATIONS REGARDING REGULATION OF FLOATING STRUCTURES; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the City Council with respect to any matter considered at this hearing, such interested person, at own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceedings should contact the City Manager's Office at 561-845-4010 no later than 48 hours prior to the proceedings. If hearing impaired, contact Florida Relay Services 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice) for assistance.

Claudene L. Anthony
Certified Municipal Clerk
City Clerk
1-23/2021

0000620657-01

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 8/4/2021

Agenda Category: REGULAR RESOLUTION

Subject: The City of Riviera Beach, Special Utility District, and the Community Redevelopment Agency has ascertained legal services for public-private partnership counsel are required for developer agreements and development negotiations as the City moves forth with its "Re-imagine Riviera Beach" initiatives.

Recommendation/Motion: Accordingly, and consistent with the provisions of the solicitation, it is the consensus of the evaluation committee that the "two top ranked" firms be recommended to provide legal services for the City of Riviera Beach.

Originating Dept	Purchasing Department	**Costs**	
User Dept.	City Administration	**Funding Source**	
Advertised	No	**Budget Account Number**	
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

Consistent with the City of Riviera Beach Code of Ordinance, a Request for Proposals (RFP) was advertised to solicit firms for Implementation of Public Private Partnerships Projects and Development/Construction Projects for the City of Riviera Beach, Utility District, and the Community Development Agency. (CRA)

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions (cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date	June 16, 2021
Contract End Date	June 15, 2024
Renewal Start Date	
Renewal End Date	
Number of 12 month terms this renewal	Two (2) Additional Twelve (12) Month Periods
Dollar Amount	

Contractor Company Name	Carlton Fields-Fasken and Weiss Serota Helfman Cole + Bierman
Contractor Contact	
Contractor Address	
Contractor Phone Number	
Contractor Email	
Type of Contract	Professional services
Describe	

ATTACHMENTS:

File Name	Description	Upload Date	Type
City_Council_Memo_Public-Private_Legal_Services072721.docx	Memo to Council	7/27/2021	Cover Memo
RFP_1024-21-2__RECOMMENDATION_LETTER072721.docx	RFP 1024.21-2 RECOMMENDATION LETTER072721	7/27/2021	Backup Material
REVISED_RESOLUTION_CITY-CRA_PUBLIC_AND_PRIVATE_LEGAL_SERVICES072721.docx	REVISED RESOLUTION CITY CRA PUBLIC AND PRIVATE LEGAL SERVICES	7/27/2021	Backup Material
Carlton_Fields_-_Fasken_Response_to_City_of_Riviera_Beach_RFP_1024-21-2.pdf	Proposal Carlton Fields - Fasken	6/8/2021	Other
RFP_for_Riviera_Beach_CRP_-_RFQ_10-27-21-2.pdf	Proposal Weiss Serota Helfman Cole + Bierman	6/8/2021	Other
RFP_1024-21-2_-_Professional_Services_Contract_Legal_Services_for_Carlton_Fields-Fasken072721.docx	RFP 1024-21-2 - Professional Services Contract Legal Services for Carlton Fields-Fasken072721	7/27/2021	Other
RFP_1024-21-2_-_Professional_Services_Contract_Legal_Services_for_Weiss_Serota_Helfman_Cole_and_Bierman.docx	RFP 1024-21-2 - Professional Services Contract Legal Services for Weiss Serota Helfman Cole and Bierman	7/27/2021	Other

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Jacobs, Deirdre	Approved	7/22/2021 - 4:01 PM
Purchasing	Williams, Glendora	Approved	7/22/2021 - 5:01 PM
Finance	sherman, randy	Rejected	7/23/2021 - 8:54 AM
City Manager	Monroe, Luecinda	Approved	7/27/2021 - 4:58 PM
Purchasing	Williams, Glendora	Approved	7/27/2021 - 5:02 PM
Finance	sherman, randy	Rejected	7/27/2021 - 5:08 PM
City Manager	Monroe, Luecinda	Approved	7/27/2021 - 5:21 PM
Purchasing	Williams, Glendora	Approved	7/27/2021 - 5:30 PM
Finance	sherman, randy	Approved	7/27/2021 - 5:57 PM
Attorney	Wynn, Dawn	Approved	7/28/2021 - 6:05 PM
City Clerk	Robinson, Claudene	Approved	7/28/2021 - 6:09 PM
City Manager	Jacobs, Deirdre	Approved	7/28/2021 - 6:46 PM

"The Best Waterfront City in Which to Live, Work And Play."

CITY OF RIVIERA BEACH

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

FROM: ALTHEA PEMSEL, PROCUREMENT DIRECTOR, MS, CPSM

SUBJECT: RFP 1024-21-2, LEGAL SERVICES FOR IMPLEMENTATION OF PUBLIC PRIVATE PARTNERSHPS PROJECTS AND DEVELOPMENT /CONSTRUCTION PROJECTS

DATE: JULY 27, 2021

CC: GENERAL PUBLIC

Background:

The City of Riviera Beach, in conjunction with the Community Redevelopment Agency (CRA), issued a solicitation for obtaining legal services with a specific emphasis and legal expertise in Public Private Partnership projects and developer agreements.

In accordance with the City of Riviera Beach Procurement Code (Ordinance 16.5), a Request for Proposal (RFP) was advertised in the "Legal Notices" of the Palm Beach Post on March 19, 2021 and on the City's website via the DemandStar portal, to solicit qualified firms to provide public private legal services. The broadcasted RFP 1024-21-2 went to eighty-three firms, and of that number, eighteen firms downloaded the solicitation, and six supplemental firms were added. The proposals were received on April 27, 2021. The City received eight (8) proposals in response to the solicitation.

The solicitation yielded proposals from Becker Poliakoff, P.A., Ballard Spahr, LLP/GreenspoonMarder, LLP, Bryant Miller Olive, Carlton Fields-Fasken, Hawkins Delafield & Wood, Nossaman LLP, Waugh Grant PLLC, and Weiss Serota Helfman Cole + Bierman. The Procurement Department conducted a review of the proposals, and on May 11, 2021 and June 17, 2021, evaluation committee meetings were held to review the written proposals in accordance with the evaluation criteria outlined in the RFP.

The written evaluation score is attached, and the top four firms: Carlton Fields-Fasken,Weiss Serota Helfman Cole + Bierman, Bryant Miller Olive, and Hawkins Delafield & Woods satisfies the requirements established in the RFP and are qualified to be awarded a contract for the services identified in RFP 1024-21-2.

Citywide Goal:

This item facilitates Goals #1 and 2

Goal #1 Achieve a Prosperous, Resilient, and Sustainable Economy

Goal #2 Create aesthetic improvements with focus on most vulnerable communities

Budget/Fiscal Impact:

There are no fiscal impacts as this is an "as needed" service funded inside the existing operational budget.

Recommendation(s):

That the City Council authorizes the Mayor and City Clerk to execute the contracts with Carlton Fields-Fasken, and Weiss Serota Helfman Cole + Bierman to provide Public Private Partnership Legal Services for the City of Riviera Beach.

Attachments:

RFP 1024-21-2 Solicitation
Proposal Responses
Scoring Summary

CITY OF RIVIERA BEACH – MEMORANDUM

TO: JONATHAN EVANS, CITY MANAGER, MBA, MPA, ICMA-R

FROM: ALTHEA PEMSEL, PROCUREMENT DIRECTOR, MS, CPSM *AP*

THRU: ELIZABETH MCBRIDE, DEPUTY CITY MANAGER, ESQ.

SUBJECT: RECOMMENDATION: RFP 1024-21-2, LEGAL SERVICES FOR IMPLEMENTATION OF PUBLIC PRIVATE PARTNERSHPS PROJECTS AND DEVELOPMENT /CONSTRUCTION PROJECTS

DATE: JULY 27, 2021

Background:

Solicitation Requested By: City Administration/CRA
Drafted By: City Administration and Procurement

Consistent with the City of Riviera Beach **Code of Ordinance (MUNICODE Section 16.5)**, a Request for Proposals (RFP) was advertised in the **"Legal Notices"** section of the Palm Beach Post on **March 19, 2021,** to solicit firms for Implementation of Public Private Partnerships Projects and Development/Construction Projects for the City of Riviera Beach and the Community Development Agency. (CRA)

To provide additional exposure and to ensure maximum competition for the project, it was also advertised on the City's website via DemandStar on **March 19, 2021**. On April 27, 2021, the City received eight (8) proposals for Legal Services. There were one (1) firm from Palm Beach County; one from Miami-Dade County and the other six are located outside the State of Florida.

Proposers/Respondents/Bidders:

Firm	Location
Becker & Poliakoff	Fort Lauderdale, FL West Palm Beach, FL
Bryant Miller Olive	Miami, FL

Ballard Spahr LLP/GreenspoonMarder LLP	Pennsylvania, PA Fort Lauderdale, FL
Carlton Fields	Tampa, FL
Hawkins Delafield & Wood LLP	New York, New York
Nossaman LLP	Los Angeles, CA
Waugh Grant PLLC	Orlando, FL
Weiss Serota Helfman Cole + Bierman	Coral Gables, FL

Evaluation Committee:

On May 11, 2021 an evaluation committee meeting was held with the team below.

Committee Member	Department
Elizabeth McBride	City Administration
Randy Sherman, Finance Director	Finance Director
Richard Blankenship, Parks & Recreation Director	Parks & Recreation
Scott Evans, Director of Planning	CRA

Firms were evaluated and ranked based on the criteria established in the City's RFP. Scores for the written proposals were tallied, and the firms ranked as follows:

Legal Firms	SHORTLIST	AVERAGE SCORE
Carlton Fields-Fasken*	1	336
Weiss Serota Helfman Cole + Bierman	2	334
Bryant Miller Olive*	3	332
Hawkins Delafield & Woods* (Utility)	4	328
Ballard Spahr, LLP	5	309
Becker & Poliakoff, P.A.	6	304
Nossaman, LLP	7	303
Waugh Grant, PLLC	8	176

The evaluation process has validated that the proposals submitted by Carlton Fields-Fasken, and Weiss Serota Helfman Cole & Bierman satisfies the requirements established in the RFP and the firms are qualified to be awarded a contract for the services identified in RFP 1024-21-2-2.

These firms specializes in providing legal services and have substantial experience in providing the types of services required by the City. Accordingly, and consistent with the provisions of the solicitation, it is the consensus of the evaluation committee that the top two (2) ranked firms be recommended to provide legal services for the City of Riviera Beach.

Attachments

RESOLUTION NO. 67-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE RECOMMENDATION OF STAFF AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE PROFESSIONAL SERVICES CONTINUING CONTRACTS TO PROVIDE PROFESSIONAL LEGAL SERVICES WITH EACH OF THE TOP TWO RANKED FIRMS, CARLTON FIELDS-FASKEN, AND WEISS SEROTA HELFMAN COLE + BIERMAN, COMMENCING JUNE 16, 2021 AND ENDING JUNE 15, 2024 WITH RENEWAL OPTIONS FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE APPROPRIATE OPERATING ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach (CRB), CRB Utility Special District, and the CRB Community Redevelopment Agency have ascertained legal services for public-private partnership counsel as required for developer agreements and development negotiations as the City moves forth with its "Re-imagine Riviera Beach" initiatives; and

WHEREAS, in accordance with the provisions of the City's Procurement Ordinance 16.5, under Request for Proposal RFP No. 1024-21-2, staff solicited Professional Public–Private Legal Services for the City of Riviera Beach and CRB Utility Special District; and

WHEREAS, the Request for Proposal was advertised starting March 19, 2021, seeking proposals from interested law firms to provide Professional Public-Private Partnership legal services for design-build-finance projects; and

WHEREAS, on April 27, 2021, the City received proposals from eight firms, Ballard Spahr, LLP/Greenspoon/Marder, LLP, Becker & Poliakoff, P.A., Bryant Miller Olive, Carlton Fields-Fasken, Hawkins Delafield & Woods, Nossaman, LLP, Waugh Grant, PLLC, and Weiss Serota Helfman Cole + Bierman, in response to the above RFP; and

WHEREAS, on May 11, 2021, an evaluation committee reviewed and evaluated the eight proposals from the firms above and based on the criteria established in the RFP; and

WHEREAS, the evaluation committee short-listed two (2) firms namely Carlton Fields-Fasken, and Weiss Serota Helfman Cole + Bierman; and

WHEREAS, the evaluation committee identified the law firms of Bryant Miller Olive and Hawkins Delafield & Woods for the CRB Utility Special District, and the law firms of Carlton Fields-Fasken and Weiss Serota Helfman Cole & Bierman for the City; and

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

SECTION 1. The City Council hereby approves award of RFP 1024-21-2 and contracts between the City of Riviera Beach and the law firms of Carlton Fields, and Weiss Serota Helfman Cole + Bierman for the provision of legal services to the City of Riviera Beach, as provided in RFP No. 1024-21-2.

SECTION 2. That the City Council authorizes the Mayor and City Clerk to execute the contracts between Carlton Fields, and Weiss Serota Helfman Cole + Bierman on behalf of the City.

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

PASSED AND APPROVED this____ day of _____ 2021.

APPROVED:

_____
RONNIE L. FELDER
MAYOR

_____
SHIRLEY D. LANIER
CHAIRPERSON

ATTEST:

_____
CLAUDENE L. ANTHONY,
CERTIFIED MUNICIPAL CLERK
CITY CLERK

_____
KASHAMBA MILLER-ANDERSON CHAIR PRO TEM

_____
TRADRICK MCCOY
COUNCILPERSON

_____
JULIA A. BOTEL, Ed.D
COUNCILPERSON

_____
DOUGLAS A. LAWSON
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

T.MCCOY: _____

K. MILLER- ANDERSON: _____

S. LANIER: _____

J. BOTEL: _____

D.LAWSON: _____

REVIEWED AS TO LEGAL SUFFICIENCY

_____
DAWN S. WYNN, CITYATTORNEY

DATE:_____

CARLTON FIELDS

FASKEN

Response to RFP for

Legal Services for Implementation of Public Private Partnerships Projects and Development/Construction Projects

Solicitation

No. RFP 1024-21-2

City of Riviera Beach

April 27, 2021

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Introduction

We appreciate the opportunity to respond to the City of Riviera Beach, the Riviera Beach Community Redevelopment Agency, and the Riviera Beach Utility Special District's (the "City") Request for Proposal for legal services regarding the City's anticipated public works program, including various Public Private Partnership projects.

For this proposal Carlton Fields, a national law firm headquartered in Tampa, with 5 offices in Florida, has teamed with Fasken, a global law firm headquartered in Toronto specializing in infrastructure development using the P3 model. The team of Carlton Fields and Fasken ("Team") have an excellent working relationship and will be able to provide efficient and seamless service to the City. Recently, our Team worked together representing the winning consortium for the Miami-Dade Courthouse P3 project, which closed early in 2020.

The Team has extensive experience in completing successful P3 projects in the United States and Canada and the depth and breadth of knowledge in public finance, capital market, corporate and real estate challenges needed to complete a successful Florida construction, real estate, and infrastructure development. Our Team's combined experience will provide the City with best practices in selecting the appropriate delivery models, including P3, for its proposed developments as well as the backing of local, highly experienced construction attorneys with expertise in handling complex transactions, projects, and disputes within the Florida construction industry.

We are pleased to highlight for you that Carlton Fields features one of the largest and most substantively comprehensive construction groups in Florida and its capital markets and public finance team have acted as bond, underwriters and indenture trustee counsel on billions of dollars of projects. Over time, across the United States, we have represented numerous well known public and private sector clients, assisting with planning, staging, phasing, development, design, construction, maintenance, and operation of complex P3 projects, including many in Florida.

Fasken is the pre-eminent infrastructure law firm in Canada. In 2015 Fasken won the Gold Award as P3 Bulletin's North American P3 Law Firm of the Year. In 2018 Fasken won Infrastructure Journal's North American Public Sector Adviser of the Year and, in 2019, Fasken won the P3 Bulletin North American Law Firm of the Year (Silver). No other Canadian law firm has been so recognized in the North American market.

Your primary points of contact will be George Meyer, located in Carlton Fields' Tampa office and Brian Kelsall located in Fasken's Toronto office. Their full contact information is below:

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bkelsall@fasken.com

The enclosed information demonstrates our collective extensive experience, knowledge, and other qualifications to provide P3 and non-P3 legal services to the City, in a collaborative, efficient, and cost-effective manner.

Proposed Services and Experience

Our Team has the combined experience and knowledge base to support and provide all of the services being considered by the City in this RFP.

Design and Construction Contracts

Our Team's construction transaction attorneys have extensive experience representing owners, developers, contractors, design professionals, and subcontractors; and we have worked with clients in the planning and development of all types of construction and development projects, including large-scale, complex public/private construction projects, including P3s .

We provide counsel through all stages of the planning, design, and construction process; from the initial development of the project scope and program, to the drafting and negotiating of all necessary contract documents, through risk assessment and minimization, assistance with the administration of the various project documents, and to the resolution of any disputes that may arise. Our services include:

- Professional design service agreements
- Pre-construction service agreements
- Construction contracts
- Construction management agreements
- EPC, EPCO, and EPCOM contracts
- Design-build agreements
- Development agreements (including Concession Agreements for P3 development projects)
- Operating agreements
- Maintenance and service agreements
- Subcontract agreements
- Joint venture agreements
- Purchase orders for goods and/or services
- Bid package documents
- Staging and construction area documentation
- Leases and easements
- Purchase and sale agreements
- Intellectual rights agreements
- Performance and payment bonds, bid bonds, completion bonds, maintenance bonds, etc.
- Other related documents such as consents of sureties, lender consents, waivers and releases of lien, warranties, licenses, bills of sale, notice of claims, etc. We also develop standard form design and construction contracts for owners, developers, and contractors, as well as for counties and agencies

Representative Experience – Construction Projects

- NFL Football Stadiums – Arizona Cardinals, Detroit Lions, Indianapolis Colts, Pittsburgh Steelers, Tampa Bay Buccaneers, Miami Dolphins, Jacksonville Jaguars, and Los Angeles Rams
- Major League Baseball Parks – New York Mets, Washington Nationals, Philadelphia Phillies, San Francisco Giants, Arizona Diamondbacks, Detroit Tigers, Kansas City Royals, Cleveland Indians, Seattle Mariners, Florida Marlins, Tampa Bay Rays, and Pittsburg Pirates
- NBA Basketball Arenas – Orlando Magic, Indiana Pacers, San Antonio Spurs, New York Knicks, Houston Rockets, Phoenix Sun, and Chicago Bulls
- NHL Hockey Rinks – Pittsburgh Penguins, Dallas Stars, San Jose Sharks, Anaheim Ducks, Tampa Bay Lightning, and Florida Panthers
- Miscellaneous Sporting Facilities – Panama City Beach Convention and Visitors Bureau, Inc. Sports Park and various MLB spring training facilities
- Convention Centers – Las Vegas Convention Center, Phoenix Convention Center, Wenatchee Events Center, Orlando Convention Center, and Chicago McCormick Center
- Transportation Facilities – Los Angeles International Airport, Panama City/Bay County International Airport, San Juan International Airport, Southeast Florida Tri-Rail, Southwest Regional Airport, Atlanta Hartsfield-Jackson International Airport, Detroit Midfield Terminal, Federal Express Hangars, Southwest Airlines (renovations and expansion of facilities at various airports), Indianapolis Airport (new terminal), New Orleans International Airport (new terminal building), Tampa International Airport, San Francisco Airport and Denver Airport
- Hotels and Hospitality – San Diego Marriott Convention Center, Indianapolis Hotel Conrad, and Austin Fairmont Hotel
- Destination Resorts – Orlando Marriott/Ritz Carlton Grande Lakes, Scottsdale Marriott/Ritz Carlton Desert Ridge, Stowe Mountain Lodge, Waldorf Astoria, and Hilton Hotel Orlando Bonnet Creek
- Schools & Educational Facilities – Various Florida School Districts, Various Texas Independent School Districts, Yale University, Purdue University, University of California (various campuses), University of South Florida, University of Texas (various campuses), West Hills Community College District, and various charter schools in California, Arizona, New Mexico, and Colorado
- Hospitals – Boca Raton Community Hospital, University Community Hospital, UCLA Medical Center, Phoenix All Children's Hospital, Las Vegas VA Medical Center, Mount Sinai Medical Center (Miami Beach), and Hoag Hospital in Irvine
- Energy and Utility Facilities – Fiber Optic Undersea Cable Relocation, Sewer Treatment and Collection Facilities, Waste to Energy Facilities, Hydrogen Refueling Facility, Electrical Transmission Line Purchase and Sale Agreements, Natural Gas, Coal and Nuclear Power Plant Facilities, Photovoltaic Solar Systems, and Ammonia Transmission Pipeline
- Manufacturing Facilities – Steel Recycling Facilities, various Proctor & Gamble Facility renovation projects, various 3M Facility projects, and phosphate pond recovery with fertilizer manufacture operation
- P3 Projects – CityPlace, West Palm Beach, FL, FDOT I4 Orlando Interchange, Miami-Dade County Court House, and many of the sport facilities noted above were P3 projects.

P3 Experience – Carlton Fields

Our team has represented various public and private sector clients, assisting with the planning, staging, phasing, development, design, construction, maintenance, and operation of complex P3 projects. We work with project participants including owners, developers, contractors, architects, and subcontractors to protect and implement our clients' expectations and goals. Our representation involves the full range of P3 issues, including:

- Public procurement compliance assistance and counseling
- Program development and phasing
- Teaming and joint venture agreements
- Project insurance and bonding
- Project risk allocation and alignment
- Nondisclosure agreements
- Development and concession agreement preparation, review and negotiation
- Development, design, and construction planning
- Legislative assistance
- Due diligence of all project factors
- Financing, including TIFIA and private activity bonds
- Environmental review, permitting, and clearance
- Project documentation of all types, including O&M and EPC agreements
- Performance-related issues, including claim and dispute avoidance and resolution, during design, construction, technology deployment, and operations

Our Team includes attorneys experienced in the areas of real estate, construction, design, procurement, insurance, surety, municipal finance, business transactions, taxation, entity formation, corporate governance, project financing, land use, zoning and environmental permitting, administrative law and regulatory compliance issues, and project operation and maintenance. Many of our attorneys are board certified as specialists in their areas of expertise, including: construction law; city, county and local government law; state and federal government and administrative practice; real estate; and tax law.

Several of our attorneys previously held positions at government agencies such as the Florida Department of Environmental Protection, Florida Department of Transportation, and Department of Community Affairs. Another of our attorneys, a former legislative staff member, was involved in the drafting of Florida's P3 legislation.

Relevant Experience

The Team's most recent P3 experience involved acting as counsel to Plenary Group USA Concessions, the winning Proponent for the construction and operation of the new civil and probate courthouse P3 project in Miami-Dade County. The construction value is in excess of $260 million. The project is being executed under a P3 delivery model, which will provide for the design, construction, financing, operations, and maintenance of the courthouse under a single contractual agreement. Plenary Group is the developer and financial

sponsor and is teamed with Tutor-Perini, the design-build contractor; HOK, the architect/designer; and Johnson Controls Inc., the operations and maintenance partner.

Carlton Fields is currently representing a large public owner in regards to a very large, multi-million dollar, increased cost claim brought by the P3 Concessionaire and its design-builder against the public owner on a significant public improvement project.

P3 Experience – Fasken

With significant P3 experience in both Canada and the United States, including Florida, Fasken has acted on more than 30 P3 projects that have been recognized with national awards for innovation and excellence by the Canadian Council for Public-Private Partnerships and IJ Global. Fasken's core infrastructure team which we are proposing for this program is supported by a broader Global Infrastructure and Projects Group with over 54 members, with the capability to scale resources up or down to provide deliverables on time.

Fasken has extensive experience advising Authorities and establishing appropriate P3 programs for the development of real estate and infrastructure. In Canada, the Canadian Federal Government has, in recent years, completed three multi-billion dollar projects using the P3 model. Fasken was selected as advisor to the Canadian Government for the two largest of the three projects. The most recent of these projects is the Windsor-Detroit Bridge, which creates the first major international crossing in North America in decades. Fasken acted as Authority counsel as well as counsel to the International Authority for this $9 billion project. Currently Fasken is advising the Government of Ontario with respect to its development through the P3 model of a $12 billion new subway line to run through the City of Toronto. This is the single biggest infrastructure project utilizing the P3 model in Canada currently.

Fasken also has extensive experience completing P3 transactions in the United States: (i) the development of a new campus for the University of California at Merced; this remains the biggest social infrastructure project developed through the P3 model in the United States; (ii) Pennsylvania Bridges development of over 550 bridges in Pennsylvania; (iii) US 36 development of a toll road running from Denver to Boulder; (iv) Miami-Dade Courthouse, as described above; (v) Belle Chasse Bridge and managed lanes development in Louisiana; and (vi) the redevelopment of lands and transit routes in Indiana for Purdue University. Fasken is currently acting with the winning consortia with respect to the North Carolina Broadband Project to be developed through the P3 model.

As such, Fasken has extensive knowledge of best practices utilizing the P3 methodology in various states in the US including Florida. This knowledge of best practices in both Canada and the United States is unique to Fasken. We believe this experience will allow the City to adopt the most "state of the art" efficient P3 model for the development for the P3 program.

Project Financing – Carlton Fields

In connection with our robust development and construction practices, we are frequently called upon to represent clients in connection with the financing of their projects. Because of this, we have been involved in many different types of project financing transactions. In addition, we represent many financial institutions that offer project financing, which gives our Team a 360-degree view of the project finance market and structures, issues confronting public entities and the requirements and practices that come with it.

For our owner/borrower clients, we are well versed in the use of municipal tax-exempt and taxable financings, including the creation of special taxing districts, PILOT arrangements, public-private partnerships, industrial revenue and tax-exempt bonding, and other arrangements. And, on the other side of these transactions, on behalf of our national real estate investment clients, we represent life insurance companies, commercial banks, structured market participants, pension fund advisers, and private noteholders in connection with many construction and development projects, which includes everything from typical construction lending to identifying and negotiating multi-layered financial packages involving public (or quasi-public) funding and private funding sources.

In financing transactions, we focus on the many possible ways to structure the financing to the best advantage of our client, as well as considering available tax savings and handling due diligence matters for an organized and smooth financing closing. We are highly experienced in working with institutional and private lenders to find the best fit for financing a particular project. In addition, we regularly work with all the major title insurance underwriting companies and are available to serve as title and closing agent for financing transactions, which often results in savings for our client.

We are very proud of our sophisticated project finance practice, with national exposure and local expertise.

Carlton Fields Representative Financial Matters (Florida)

- Representation of Tampa General Hospital, as borrower's counsel, on numerous bond issuances over many years.
- Representation of University Community Hospital, in Tampa, on numerous bond issuances over many years.
- Bond counsel, Tampa Convention Center refinancing bonds.
- Special Finance Counsel, Tampa Hillsborough Expressway Authority.
- Represented the developer of CityPlace, a $675 million public private partnership in West Palm Beach, Florida. This project consists of mixed-use street front retail, residential and entertainment developments. Our work included the development of public parking, infrastructure and public amenities; structuring of unsubordinated long term-lease and other incentives to benefit both the developer and the city; participation with bond counsel to structure bond financing to maximize the city's bonding capacity through the formation of a community development district to issue tax exempt bonds for development of public improvements; negotiation and drafting of legal documents to implement the public-private partnership components, the CDD formation, and bond issuance; closing of bond and project development financing, including $110 million institutional and $55 million bond financing; and representing the developer in obtaining all land use and governmental approvals required for project approval.
- $130 million construction loan transaction involving the acquisition, development and construction of a 48 story tower, 326 unit condominium project located in the Brickell area of Miami.
- $256 million loan to finance the construction of two 49-story tower luxury condominium buildings consisting of 849 residential units, with an additional 60,120 square feet of commercial space and 1,031 space parking garage and related improvements, located in the City of Miami.
- $345.69 million loan to finance the construction of two 42-story tower luxury condominium buildings consisting of 542 residential units located in the city of Sunny Isles Beach.

- $50 million acquisition and construction loan involving rehabilitation, and conversion and construction of new condominium project on existing apartment project encompassing 56 acres of waterfront property in the City of Miami.
- $45 million acquisition of 13-story office tower, 289,822 square foot office tower located in the Brickell area of the city of Miami.

Project Financing – Fasken

Fasken has acted for funders on more P3 transactions than any other Canadian law firm. As a result, the Team has extensive knowledge of the requirements of funders regarding risk transfer, tax implications, due diligence and creative senior / sub-debt / mezzanine debt structure.

We draw on the expertise of colleagues who can advise clients on the unique industry, regional, securities, environmental, construction, tax and joint venture considerations that are often involved in project finance. If necessary, we help clients resolve disputes through litigation, mediation or arbitration.

A representative transaction list of Fasken P3 experience is set out in Addendum 1. Note that individual members of the team identified for this Project have acted on all projects identified Annex 1. Therefore, it is not a general description of firm experience but rather identifies the depth of this particular team's experience and expertise.

Fasken is also the market leader acting for funders to major infrastructure projects. In recent years, we have been awarded by Chambers Canada the "Banking Law Firm of the Year" Award, recognizing our leading market position and expertise.

Government Law & Consulting

Carlton Fields Government Law and Consulting Practice consists of attorneys with a wide-range of Florida public and private sector experience, including former city, county, and state agency attorneys.

For this matter, two attorneys who are Florida Bar Certified in City, County, and Local Government Law along with an attorney who previously advised legislative committees on public-private partnerships will comprise the government law team. Combined, this team has worked with and represented clients before dozens of local governments throughout the state of Florida.

As any government project involves a complex set of local and state compliance requirements, our lawyers routinely work with clients on procurement issues, bid processes, and agreement drafting. The success of the City's project will also depend on strict adherence to Florida's Sunshine Law and public records requirements and our lawyers have extensive experience inside and outside of government advising on those requirements. We regularly work with clients on innovative approaches to solving their unique local government challenges, with an emphasis on delivering efficient, focused analysis.

Carlton Fields' Representative Matters for Governmental Entities

- Representing a special district refinancing its debt to reduce interest payments and allow for new recreation facility construction.
- Advising a special district on form procurement contracts for recreation facility operations.

- Co-drafting of implementation ordinances with cities and counties throughout Florida due to state legislative changes.
- Routine analysis of complex community development district documents to ensure project viability.
- Financial institution representation regarding local government practice and procedure for large scale development projects.
- Advising a city government on charter, statutory, and ethical mandates related to separation of powers.
- Representing a local government regarding the complete rewrite of local land development regulations, the zoning code, and additional comprehensive plan amendments.
- Representing a state agency in a Chapter 120 DOAH administrative hearing involving a comprehensive plan consistency challenge to a development approval in an environmentally sensitive area of critical state concern.
- Representation of charter review boards, along with drafting of ordinances and ballot language.
- Representation of a city regarding a dispute over staff handling of business regulation.
- Representation of a city regarding an election process dispute.

Additional Experience and Representative Matters

Sunshine Law and Public Records

- Represented a state agency in public records litigation and successful appeal to overturn attorney fee award against agency.
- Assisted multiple private entity clients with resolving the impact of Florida's Sunshine and public records laws on their operations, due to their government contracts and agreements.
- Resolved investigation of local civic group's public responsibilities under Florida's Sunshine and public records laws.

Ethics Regulations

- Guided former county official through the defense of an ethics complaint and criminal investigation, along with related contract and severance dispute;
- Advised clients on state and local ethics and lobbying requirements applicable to their operations, including clients in the energy, nonprofit, real estate development, and construction sectors;
- Provide guidance and training to individuals subject to Florida's ethics and lobbying regulations.

Involvement in the Local Government Bar

- Routinely lecture at local government law education events, including on ethics and innovation, and write on local government law topics.
- Our team includes a past Chair of the City, County and Local Government Law Section of The Florida Bar, who also chaired the Certification Committee for City, County, and Local Government Law practitioners.

Fasken Public Sector Mandates and Crown Corporations

Fasken is actively involved in the public sector, having worked with federal government departments and other public bodies (such as Infrastructure Canada, Justice Canada, and airport/port authorities), provincial ministries, and local and regional governments and agencies across Canada.

We are counsel to the Windsor Detroit Bridge Authority in respect of the Gordie Howe International Crossing, and we are counsel to Infrastructure Ontario and Metrolinx on the Ontario Line Subway Project.

We have also worked with many Crown corporations, among them:

- Bank of Canada
- BC Investment Agricultural Foundation
- Business Development Bank of Canada
- Canada Deposit Insurance Corporation
- Canada Mortgage and Housing
- Canada Post Corporation
- Canadian Film Development Corporation
- Canadian Wheat Board
- Communications Security Establishment (Canada)
- Crown Corporations Employers Association
- Defence Construction Canada
- Edmonton Airport Authority
- Export Development Corporation
- Infrastructure Ontario
- Forest Engineering Research Institute of Canada
- Infrastructure Québec
- Nature Trust of BC
- NAV Canada
- Newfoundland and Labrador Hydro
- Partnerships BC
- Petro-Canada
- Purolator Courier Ltd
- Ridley Terminals Inc.
- Vancouver International Airport Authority
- Vancouver Port Authority
- Windsor-Detroit Bridge Authority

Required Disclosures

Conflicts of Interest

Carlton Fields is currently representing a client in an environmental matter in which the City of Riviera Beach is an adverse party. The matter involves remediation of a Superfund Site. Our involvement over the past few years has included small issues that have come up relating to the Site, but nothing involving any disputes or issue directly with the City. To resolve any issue around this conflict, our client has agreed to a waiver, provided we erect an ethical wall between the lawyers working on that client's matters and those proposed to represent the City in the work contemplated by this proposal.

Fasken has no known or potential conflicts to this representation.

Law Suits, Investigations, Administrative Proceedings

There are no lawsuits, investigations, or administrative proceedings of concern or that reflect on Carlton Fields' or Fasken's ability to represent the City, CRA or USD.

Proposed Fees and Team

Fees

The Team recognizes the City is extremely concerned about their legal spend on this Program. We view our relationships with clients as long-term partnerships. Accordingly, we are proposing blended rates for team members that correspond with their level of experience. We propose the blended rates stay in effect for the first 12 months of our engagement and thereafter would be subject to an annual review and adjustment as mutually agreed upon by the parties.

Blended Rates

Shareholder/Partners	$495
Associates	$375
Paralegals	$225

These reduced rates, when combined with our utilization of lean staffing models, will deliver exceptional value to the City.

In addition, if the City would like to explore an alternative billing method to that which we are proposing, we are happy to discuss that with the City. We are certain we can reach a mutually acceptable billing arrangement with the City.

Team

The Team includes attorneys from both Carlton Fields and Fasken who are deeply familiar with the legal areas contemplated by this RFP. This includes the planning, negotiation, drafting and execution of all manner of agreements to plan, locate, design, construct, operate, and maintain projects such as the P3 projects being contemplated by the City. Our team also includes attorneys who understand public and private commercial finance and who regularly work with public and private clients in structuring funding facilities for such projects. Finally, our Team includes attorneys who are fully knowledgeable of all the governmental regulations and other requirements that will come into play and must be complied with on the various types of construction projects being contemplated by the City, including P3 projects.

We propose the following Team to assist the City with its program. The team includes two former local government attorneys for internal procurement, regulation, Sunshine Law, and public records compliance assistance, both of whom are board certified in city, county, and local government law. Biographies for the proposed team members follow.

Carlton Fields

Construction Contracts

 George Meyer Shareholder Standard Rate $760	 Scott Pence Shareholder Standard Rate $555	 Cary Wright Shareholder Standard Rate $605

Project Financing

 Cristin Keane Shareholder Standard Rate $735	 Nathaniel Doliner Shareholder Standard Rate $845	 Mark Levinson Shareholder Standard Rate $775
 Scott Miller Shareholder Standard Rate $750		

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Government Law & Consulting

Aaron Dunlap Of Counsel Standard Rate $485	Kenneth Tinkler Shareholder Standard Rate $535	Benjamin Stearns Associate Standard Rate $435

Fasken

Brian Kelsall Partner Standard Rate $900	Ella Plotkin Partner Standard Rate $770	Sean Morley Partner Standard Rate $730

Marc Lefler Partner Standard Rate $630	Aaina Grover Associate Standard Rate $330

References

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Brian Budden
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Financial and Consulting Firms with whom Fasken has collaborated in advising common P3 clients:

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Partner, Finance Advisory
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Victoria Turnbull
Managing Director and Co-Head, Infrastructure Finance, Debt Capital Markets
RBCDS (as Financial Advisor)
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Graeme Begg
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Diversity

Carlton Fields

Appreciation of diversity is one of our firm's core values and an integral part of our strategic plan. We know that legal professionals with diverse backgrounds enrich our work environment, add value to the legal services we provide, and enhance the overall culture of the firm. We take an active role in ensuring ample opportunity for our diverse talent to succeed and grow at the firm and in the legal profession. We support internal affinity groups for diverse employees and these active groups promote initiatives and opportunities within the firm, the legal profession, and our local communities.

Carlton Fields is proactive in recruiting, hiring, promoting, mentoring, and sponsoring a diverse talent pool including individuals of different races, genders, religions, sexual orientation and gender identity, disabilities, ethnicities, and national origin. Within the firm, diverse personnel hold many leadership positions. For example:

- Five of the firm's seven administrative directors are women, and the firm's Chief Executive Officer and Chief Diversity Officer are both diverse individuals.
- Six of the firm's eleven offices are headed or co-led by women and minority shareholders.
- The firm's board of directors is chaired by a minority male; more than 50% of the board members are diverse, and 30% are women.
- Ten of the firm's 14 internal committees are led or co-led by women, minority, or LGBTQ attorneys, including the compensation and executive committees.
- Half of the firm's practice groups are headed or co-led by women and minority attorneys.

Outside the firm, Carlton Fields is a member of the Leadership Council on Legal Diversity (LCLD), an organization of more than 250 corporate chief legal officers and law firm managing partners dedicated to creating a truly diverse U.S. legal profession. Our firm has sent a lawyer to the LCLD Fellows Program every year since its inception.

Our Chief Diversity Officer works directly with practice and industry group leaders and office managing shareholders to implement diversity initiatives, including staffing client teams and key matters with diverse teams. Work assignments on key client matters are reviewed to ensure diverse staffing. Our COO holds firm managers responsible for implementing results-oriented initiatives. An evaluation for managers measures key performance standards, including promoting diversity. The results are considered during performance reviews and help determine manager compensation.

We have many policies that improve the lives and careers of women, diverse attorneys, and staff.

- We provide domestic partner benefits, and our health insurance plan provides coverage for expenses related to gender reassignment surgery and services.
- Our comprehensive benefits include competitive parental leave policies for attorneys and professional staff who are primary or secondary caregivers.

- We offer alternative work schedule policies (AWS) for attorneys who may wish to spend all or part of their career at the firm in less than full-time capacity. Attorneys on an AWS are provided flexible work schedules and reduced hours. Associates can work at their own pace to progress to shareholder. Both associates and shareholders on AWS are provided the same opportunities to work on key client teams and serve on committees as full-time attorneys.

For more information about our firms' diversity and inclusion efforts please see our Diversity Brochure.

Fasken

Equity, Diversity and Inclusion (EDI)

In order to drive the development and sustained implementation of EDI programs, we provide ongoing training and education to firm members, and ensure that our efforts to remove barriers within the Firm are consistent and effective.

It is critical that our commitments are backed by appropriate expertise, resources and accountability. On January 4, 2021 we appointed Sandeep Tatla as Chief Equity, Diversity and Inclusion Officer. She reports directly to the Firm Managing Partner and is charged developing a sustainable and integrated strategy, supporting the re-invention of our firm-wide EDI committee, development and implementation of our EDI programs, processes and communications, reviewing our policies, programs and processes to remove barriers and systemic discrimination, and with developing and directing ongoing training and education programs.

Below are some of the firm wide initiatives taken by the Firm within our communities to advance a culture of equity, diversity and inclusion at the Firm:

- Fasken partners with **ICON Talent Partners** to create a scholarship program for incoming Black and Indigenous students attending Canadian law schools in the fall of 2021. The program is offering ten $1000 scholarships in addition to mentorship from a Fasken lawyer and a career development opportunity at one of the firm's Canadian offices during the summer of 2021.

- Fasken is part of a newly formed partnership of 14 leading Canadian law firms that have committed $1.75 million to the ground-breaking **Black Future Lawyers Program** (BFL). BFL provides support and engagement opportunities to Black undergraduate students who aspire to become lawyers. It was formed by the University of Toronto (U of T) Faculty of Law in January 2020 in collaboration with the school's Black Law Students' Association, its Black alumni, and the greater legal community.

- The firm's award-winning LGBTQ+ Affinity Group, Fasken Pride, focuses on increasing understanding and awareness of LGBTQ+ issues, promoting mentoring, professional development and retention of LGBTQ+ lawyers and staff, encouraging business development and networking.

- Fasken is one of the original law firms to commit to the **Mansfield Rule Pilot Project.**

- We signed on to the **BlackNorth Initiative** Law Firm Pledge**,** and this supports our firm-wide commitment to identify and remove structural barriers, eliminate bias, increase representation, and ensure that all racialized people feel a sense of belonging at Fasken. We have committed all the goals and targets within the Pledge. Including the following numerical goals:

- By 2025, a minimum of 3.5% of executive, board and/or senior leadership roles based in Canada being held by Black or visible minority leaders. We will look to ensure 3.5% of those roles are held by Black Leaders by 2030.
- By 2025, at least 5% of our student workforce is from the Black community.
- By 2025, at least 3% of firm-supported corporate donations and sponsorships to promote investment and create economic opportunities are in the Black community.

- We are a founding signatory of the Law Firm Diversity and Inclusion Network's Statement of Principles.
- We have partnered with **LifeSpeak**, to offer training and resources on racism, racial bias and discrimination. The Partnership Board and Management Team participated in Anti-Black and Anti-Indigenous racism training.
- We are currently working on the firm's Reconciliation Response Plan. This plan will be the firm's response to the Truth and Reconciliation Calls to Action. We will be looking at all these issues and how to integrate them with the other work we are doing, in particular with skills-based training in intercultural competency, conflict resolution, human rights and anti-racism.
- Education through guest speakers during EDI events and Diversity Day. For example, we invited Dr. Robert Livingston (Harvard University), a leading expert on the science underlying bias and racism.
- Fasken has signed the **Law Society's Diversity and Inclusion Charter**.
- We have assisted in the establishment of the **Canadian Aboriginal and Minority Supplier Council** and are an active member and supporter.

Attorney Biographies

NATHANIEL L. DOLINER

Shareholder
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Nat Doliner practices in the areas of mergers and acquisitions, corporate law, corporate governance, and joint ventures.

His extensive mergers and acquisitions and joint venture experience includes work for technology companies, manufacturing companies, electric utilities, telecommunications companies, hospitals, large physician practices, insurance carriers, broadcasting companies, retail internet businesses, food and beverage companies, food service and other wholesale distributors, veterinary specialty and emergency hospitals, companies in the building trades, and employee staffing businesses.

Nat has also handled numerous transactions involving public-private partnerships, infrastructure transactions, and sales and purchases of businesses in bankruptcy proceedings.

He advises boards of directors and special committees of boards of directors as to corporate governance issues.

Credentials

Education:

- University of Florida College of Law (LL.M., 1977)
- Vanderbilt University Law School (J.D., 1973)
- George Washington University (B.A., 1970)

Admissions:

- Florida

Experience

- Numerous acquisitions all over the United States for large veterinary emergency and specialty medical company.
- Lease and sale of Citrus Memorial Hospital, Inverness, Florida.
- Lease and sale of Bert Fish Medical Center, New Smyrna Beach, Florida.
- Purchase of city of Sebring electric distribution system for Florida Power Corp.
- Purchase of Centurion Hospital, Tampa, Florida.
- Sale of manufacturer of aircraft components.
- Sale of television station, Atlanta metropolitan area.
- Formation of power plant co-ownership between Florida Power Corp. and Georgia Power.
- Purchase for publicly traded client of machinery control systems business.
- Numerous acquisitions for publicly traded client in the health care services industry.
- Numerous merger and acquisition transactions, mainly on the buy side, all over the United States for various clients engaged in the construction industry, such as concrete, lumber, roofing materials, carpeting, and cabinetry businesses.
- Sale of company that developed accounting systems for hospital-based physician groups.
- Sale of Manatee Memorial Hospital, Bradenton, Florida.

- Sale of company in citrus flavorings business.
- Represented food service company in numerous transactions including distributorship agreements in Europe and South America.

Pro Bono

- General Counsel, Westshore Alliance, business development organization for the Westshore Business District in Tampa, Florida.

Insights

- "Federal Reserve Board Expands Main Street Lending Program," Carlton Fields (June 10, 2020)
- "Update on the Reserve Board's Main Street Program: Moves to Assist Larger Businesses," Carlton Fields (May 4, 2020)

Speaking Engagements

- "Merger and Acquisition Issues," Thomson Reuters Annual Federal Securities Institute, Miami, FL (2005–present)
- "A New Look at Earn-Out Provisions in M&A Agreements," ABA Business Law Section (2012)
- "M&A Agreements: Opportunities and Perils in Asset Acquisitions," Structuring and Documenting the Merger or Acquisition Transaction," Strafford Publications Inc. (January 2012)
- ABA 16th Annual National Institute on Negotiating Business Acquisitions, Miami (November 10–11, 2011)
- Annual Institute on Corporate, Securities, and Related Aspects of Mergers and Acquisitions, New York City Bar Association and Penn State Law, New York, NY (2007–2013)
- ABA Annual National Institute on Negotiating Business Acquisitions (1996–2008)
- KPMG Audit Committee Institute (2011–2013)
- "Is Your Business Considering Going Public? Planning, Execution, and Realization Are the Three Major Steps of Transforming From Private to Public," Becoming a Public Company, IPO Readiness Seminar (2010)
- “Cross Border Strategic Alliances,” ABA Annual Meeting, Chicago, IL (August)
- “Ethical Issues in Merger and Acquisitions,” Mergers and Acquisitions Institute, The University of Texas School of Law, Dallas, TX (2006)
- “Soured M&A Deals: What Happens When Bad Facts Surface Between Signing and Closing,” ACC Annual Meeting, Chicago, IL (2004)
- ABA/Paris Bar Program on Corporate Governance, Paris (2004)
- “Effective Negotiating Strategies in Mergers and Acquisitions,” ABA Business Law Section Corporate Counsel Conference, Washington, D.C. (June 2003)
- 25th Annual Conference on Securities Regulation and Business Law Problems, The University of Texas School of Law, Dallas, TX (2003)
- ABA International Institute on Mergers and Acquisitions, Paris (2002)
- Merger and Acquisition Panel, American Corporate Counsel/ABA Institute, Washington, D.C. (2002)

- "International Ventures for the Old and New Economies," ABA National Institute, San Francisco, CA (2000)

Recognition

- AV Rated by Martindale-Hubbell
- *Who's Who Legal: M&A and Governance* (2019)
- Florida Super Lawyers, *Super Lawyers Magazine* (2017–2020)
- *Chambers USA* (2003–2018)
- *The Best Lawyers in America*
  - Corporate Governance Law, Corporate Law, International Mergers and Acquisitions, Mergers and Acquisitions Law, Securities/Capital Markets Law (2005–2021)
  - Tampa "Lawyer of the Year"
    - Corporate Governance Law (2011, 2014, 2017, 2021)
    - Securities/Capital Markets Law (2016)
    - Mergers & Acquisitions (2013)

Professional & Community Involvement

- American Bar Association
  - Chair, Business Law Section (2009–2010)
  - Chair, Mergers and Acquisitions Committee of the Business Law Section (1998–2002)
  - Editor in Chief, *The Business Lawyer*, published by the ABA Business Law Section (2007–2008)
- American Bar Foundation
  - Fellow
- American Law Institute
- Florida Council on Economic Education Inc.
  - Board Chair
- Florida Holocaust Museum
  - Board Member
  - Board Chair (2014–2016)
- Hillel School of Tampa
  - President (2001–2003)
- Museum of Science and Industry
  - Chairman of the Board (1999–2001)
- Vanderbilt Law School
  - National Alumni Board (1997–1999)

Court Admissions

- Florida State Courts

CARLTON FIELDS

FASKEN

AARON C. DUNLAP

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Aaron Dunlap brings a multifaceted perspective to advising his clients, including private developers, lenders, local land use clients, and businesses with interests in real estate or that regularly deal with state and local administrative agencies throughout Florida. Prior to joining Carlton Fields, Aaron worked for a Florida municipality, the Florida state land planning agency, and in private practice focused on real estate development, land use and zoning, and appearances before state agencies and local governments. His insider's understanding of both private party and governmental priorities helps him find common ground and collaborate with stakeholders to craft solutions that benefit his clients.

Aaron's experience includes representing clients on land use and zoning matters before elected officials and local governmental boards and commissions concerning real estate development matters, drafting zoning code and comprehensive plan amendments, and navigating the public hearing process in municipalities throughout Florida. Additionally, his state and local government experience also encompasses drafting legislation and ordinances, development agreements, working through the implementation of new legislation, and Florida Sunshine Law and Public Records Act matters.

Credentials

Education:

- University of Miami School of Law (J.D., cum laude, 2007)
- University of Miami (B.A., cum laude, 2004)

Admissions:

- California
- Florida

His previous experience with the Florida Department of Economic Opportunity gives him special insight into state-level administrative workings and administrative actions, ranging from large-scale state land planning and real estate development issues such as sector plans, developments of regional impact (DRIs), the requirements and challenges to developing property in areas of critical state concern (ACSC), as well as handling the complexities of state and local agencies in obtaining real estate development entitlements and approvals.

On state administrative matters, Aaron can guide and facilitate discussions with state agency staff and leadership, draft legislation, and provide strategy and representation in government grants and contracting, procurement issues, and Chapter 120 administrative hearings before the Division of Administrative Hearings (DOAH).

Aaron also has significant litigation and appellate experience in handling land use and real estate litigation on issues as varied as disputes between developers and municipalities, large-scale land use and zoning litigation, matters involving developer rights, homeowner and condominium association documents, restrictive covenants, and Public Records Act matters.

Aaron is board certified in City, County, and Local Government Law by The Florida Bar.

Experience

Land Use and Development

- Advise clients on land use regulations related to their property and options available for their project plans, including on issues impacting zoning matters, areas of critical state concern, and state and local approval processes for comprehensive plan amendments.
- Represent clients in matters ranging from local government enforcement of water reuse agreements, property owner cross-access and parking agreement disputes, and property owner disputes with local governments over demarcations of environmentally sensitive areas.
- Significant experience in land use and real estate development litigation against local governments, homeowners and condominium associations, and neighboring property owners.
- Significant experience with comprehensive plan consistency challenges and writ of certiorari petitions challenging or defending development approvals.
- Assist clients with variances, special approvals, administrative determinations, property, code enforcement issues, and other local approvals.
- Assist clients with legislative and state statutory interpretation and applicability.
- Represented local government in complete rewrite of local land development regulations, zoning code, and additional comprehensive plan amendments.
- Routinely provide land use counsel related to large-scale development projects throughout Florida for due diligence purposes and feasibility investigations.

State and Local Administrative Representation

- Represented state agency as lead counsel in a Chapter 120 administrative hearing before the Division of Administrative Hearings (DOAH). Hearing involved a comprehensive plan consistency challenge to a development approval in an environmentally sensitive area of critical state concern.
- Lead counsel in multiple administrative actions challenging comprehensive plan changes or development orders under Chapter 120 for administrative hearings before DOAH that ultimately settled prior to issuance of a recommended or final order.
- Advised local government procurement department on RFPs, RFQs, and bid selections.
- Advise and represent client interests before Florida state agencies in capacity of lobbying agencies, facilitating discussions with agency staff, and working with agencies to accomplish client goals.
- Legislative and statutory tracking, interpretation, and statutory drafting in conjunction with state-level legislative lobbying efforts.

Homeowners' Association, Condominium Association, Community Development Districts

- Advise clients on applicability and interpret provisions of master community documents, existing homeowners' association documents, condominium association documents, and commercial mixed-use restrictive covenants, including significant litigation experience.
- Provide analysis to prospective developer clients on outstanding community development district (CDD) documents.

Public Records and Sunshine Law

- Represented state agency in public records litigation and successful appeal to overturn attorney fee award against agency. (*Dep't of Economic Opportunity v. Consumer Rights, LLC,* 181 So 3d. 1239 (Fla. 1st DCA 2016)).

- Draft and tailor public records requests to all Florida state and local agencies and governmental bodies in order to obtain relevant documents for clients' particular needs.
- Assist clients in determining scope and applicability of public records laws to documents submitted to government for applications, grant applications, and other submissions, including applicability of statutory exemptions and exclusions.

Insights

- "Texas Federal District Court Overturns CDC Eviction Moratorium," Carlton Fields (March 5, 2021)
- "Gov. DeSantis Signs Law to Address Emotional Support Animals in Housing," Carlton Fields (July 6, 2020)
- "Florida Legislature and Governor DeSantis Ease Path to Approve Affordable Housing," Carlton Fields (June 11, 2020)
- "Who Is in Charge? A Pandemic Primer on Government Authority," Carlton Fields (March 25, 2020)
- "Florida Local Governments Cancel Public Hearings Due to Novel Coronavirus (COVID-19)," Carlton Fields (March 18, 2020)
- "COVID-19's Impact on Building and Development Permits," Carlton Fields (March 17, 2020)
- "Surtax in Gridlock – The Saga of Hillsborough County's Transportation Surtax Reaches the Florida Supreme Court," Carlton Fields (February 4, 2020)
- "Legislation Impacts Citizen Petitions for Florida Constitutional Amendments," Carlton Fields (June 10, 2019)
- "Florida Governor Ron DeSantis Proposes Expansion of Schools of Hope Charter Schools into Opportunity Zones," Carlton Fields (March 2019)
- "Multiple Bills Filed in Florida Legislature to Limit or Repeal the Florida Constitution Revision Commission," Carlton Fields (January 16, 2019)
- "Former Florida Supreme Court Justice Challenges 6 Proposed Florida Constitutional Amendments," Carlton Fields (August 14, 2018)

Speaking Engagements

- "Avoiding Public Hearing Pitfalls: Preparation, Presentation, and Legal Challenges," Florida Environmental Network's 34th Annual Environmental Permitting Summer School, Marco Island, FL (July 21, 2020)
- "Opportunity Zones: Maximizing Municipal Benefits Through Long-Range Planning," The Florida Bar's 43rd Annual Local Government Law in Florida Conference (July 17, 2020)
- "Coastal Issues and Shoreline Management," The Seminar Group, Miami, FL (May 7–8, 2020)
- "Avoiding Public Hearing Pitfalls: Preparation, Presentation, and Legal Challenges," Florida Environmental Network's 33rd Annual Environmental Permitting Summer School, Marco Island, FL (July 19, 2019)
- "Strategizing, Handling, and Defending Clients' Interests at Local Quasi-Judicial Proceedings," Florida Environmental Network's 32nd Annual Environmental Permitting Summer School, Marco Island, FL (July 20, 2018)

- "Planning for Sector Plans," The Florida Bar's City, County, and Local Government Law Section Land Use Seminar, Orlando, FL (May 5, 2016)

Professional & Community Involvement

- The Florida Bar
- The State Bar of California
- California Lawyers Association
- Palm Beach County Bar Association

Court Admissions

- U.S. Court of Appeals, Eleventh Circuit
- U.S. District Court, Northern District of Florida
- U.S. District Court, Southern District of Florida

CARLTON FIELDS

FASKEN

CRISTIN CONLEY KEANE

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Cristin Keane has extensive and varied experience with closely held businesses, high net worth individuals, and not-for-profit organizations. Cristin's experience with closely held businesses includes limited liability company and S corporation agreement negotiation and drafting, succession planning, federal income and estate tax matters, ISO and nonqualified stock option plan analysis and drafting, and Section 409A deferred compensation analysis. She represents individuals with respect to their wealth and estate planning needs, particularly with respect to estates containing business interests. Her representation of not-for-profit organizations includes all facets of federal income taxation and state taxation, as well as contract matters and governance issues.

Cristin has experience in drafting a variety of corporate and unincorporated entity agreements, including shareholders' agreements, partnership agreements, limited liability company operating agreements, distribution agreements, bylaws, redemption agreements, and limited liability company membership interest assignment agreements. She also advises and assists not-for-profit organization clients with preparation of organization documents and corporate governance policies, federal and state tax exemptions and compliance, regulatory agency and reporting requirements, and the creation of donor-advised funds and endowments.

Cristin is board certified in Tax Law by The Florida Bar, and she was a visiting assistant professor at the University of Florida Graduate Tax Law Program.

Credentials

Education:

- University of Florida College of Law (LL.M., 1998)
- University of Florida College of Law (J.D., 1997)
- Duke University (B.A., 1994)

Admissions:

- Florida

Experience

- Structured the merger of nationally recognized tax-exempt public charities.
- Created estate and business succession plans for founders of highly successful businesses.
- Represented charter schools throughout Florida in obtaining federal tax-exempt status.
- Represented multiple national construction companies in negotiating and structuring joint ventures with total contract values exceeding $200 million.
- Restructured a mid-size cardiology group.
- Served as tax counsel to Florida-based reinsurance company in significant domestic and foreign tax matters.
- Drafted foreign distributor agreements for major international food service corporation.

Pro Bono

- SCUBAnauts International Inc. – Prepared original tax exemption and group tax exemption application.
- Brad Richards Foundation Inc. – Prepared organizational documents and tax exemption application.
- Kids for Life Inc. – Prepared organizational documents and tax exemption application.
- Angel of Hope Memorial Garden, Tampa Bay Inc. – Prepared organizational documents and tax exemption application.
- We Feed the Hungry Inc. – Prepared organizational documents and tax exemption application.
- One Here … One There Inc. – Prepared organizational documents and tax exemption application.
- Westshore Alliance Inc. – Assisted with exemption application for low-income housing project and formation of community land trust.
- Florida Gulf Coast Chapter of the U.S. Green Building Council – Reviewed bylaws and corporate governance structure.

Insights

- "COVID-19 – Tax and Other Relief for Not-for-Profit Organizations," *Tax of Life*, Carlton Fields (April 14, 2020)
- "IRS Provides Wide-Reaching Extensions for Tax Filings and Payments, as well as Other Time-Sensitive Actions, Including Section 1031 Identification and Replacement Deadlines," *Tax of Life*, Carlton Fields (April 14, 2020)
- "COVID-19: CARES Act and FFCRA Tax Provisions," *Tax of Life*, Carlton Fields (April 14, 2020)
- "Florida Governor Ron DeSantis Proposes Expansion of Schools of Hope Charter Schools into Opportunity Zones," Carlton Fields (March 2019)
- "Qualified Opportunity Zones vs. 1031," *The Tax of Life*, Carlton Fields (January 30, 2019)
- "Seizing the Opportunity with Qualified Opportunity Zones," *The Tax of Life*, Carlton Fields (January 30, 2019)
- "IRS Issues Interim Guidance on Certain 2017 Tax Act Changes Affecting Exempt Organizations: Excess Remuneration and Parachute Payments Excise Tax," *The Tax of Life*, Carlton Fields (January 3, 2019)
- "The Hidden Cost of Settling a Qui Tam Claim," *The Tax of Life*, Carlton Fields (June 20, 2018)
- Co-Author, "U.S. Pre-Immigration Tax Planning," Carlton Fields Web Resource (January 2016).
- Co-Author, "Expansion of Fiduciary Duties Will Impact Florida LLCs – Is it Time to Update Your Operating Agreement?," Carlton Fields Client Alert (June 2015).
- "The Time Has Come: Are You Familiar With Florida's New Revised Limited Liability Company Act?," Carlton Fields Client Alert (January 2015).
- “Partnership Tax 101: Capital Accounts and Basis,” co-authored with Sankeetha Selvarajah, Selvarajah Law, American Bar Association Business Law Section (April 2013).

- "The Qualified Income Offset, Or, The Answer To 'Why Do We Have All This Tax Stuff In Here?'", co-authored with Thomas E. Rutledge, Stoll Keenon Ogden PLLC, American Bar Association Business Law Section (April 2013).
- "Executive Compensation: What is Taxable … and When?", Association of Corporate Counsel, West Central Florida Chapter Newsletter (2013).
- "Tax Alert: Administration's Proposal Regarding Grantor Trusts," Carlton Fields Client Alert (March 21, 2012).
- Co-Author, "Tax Alert: Administration's Proposed Tax on Dynasty Trusts," Carlton Fields Web article (2012).
- "Tax-Exempt Organizations — Common Legal Issues and Traps for the Unwary," BNA's Tax Management, Estates, Gifts and Trusts Journal (November 2011).
- Co-author, "IRS Guidance on Offshore Voluntary Disclosures: Further Refinements," Tax Notes International at 595 (May, 2009).
- "The New Tax Lawyer's Perspective," The Florida Bar Tax Section Bulletin (February 2005, September 2004, and June 2004).
- Co-Author, "Florida Bar Practice Manual for Limited Liability Companies in Florida," First Edition (Summer 2004).

Speaking Engagements

- "2018 Tax Act for the Real Estate Lawyer," ABA Real Property, Trust, and Estate Law Section (February 1, 2018)
- "Unwinding the Myth of the Capital Account" ABA Business Law Section (April 2013)
- "Common Legal Issues and Traps for the Unwary Nonprofit Board Member," Community Foundation of Tampa Bay (February 2013)
- "Equity Compensation Tax Issues: Section 83," The Florida Bar Tax Section (February 2013)
- "What RPPTL Lawyers Need to Know About Business Entities: Selection, Function, and Utilization," The Florida Bar Real Property, Probate, and Trust Law Section (December 2012)
- "Charitable Giving as Part of Your Estate Plan," Equality Florida Legacy Society (October 2012)
- "LLCs and Corporations: Corporate Counsel Fundamentals," Association of Corporate Counsel, West Florida Chapter (August 2012)
- "Policy Implications of the Uniform Prudent Management of Institutional Funds Act," Crowe Horwath Webinar (February 2012)
- "Nonprofit Organization Mergers," Tampa Bay Healthcare Collaborative (February 2012)

Recognition

- Board Certified in Tax Law by The Florida Bar
- AV Rated by Martindale-Hubbell
- Gerald T. Hart Outstanding Tax Attorney of the Year Award, Tax Section of The Florida Bar (2019)
- *The Best Lawyers in America*

- Closely Held Companies and Family Businesses Law, Nonprofit/Charities Law, Tax Law (2015–2021)
- Tampa "Lawyer of the Year"
  - Nonprofit/Charities Law (2017, 2021)
  - Closely Held Companies and Family Businesses Law (2016, 2018, 2020)

- *Chambers USA*, Tax (2006–2018)
- Florida Legal Elite, *Florida Trend Magazine* (2006–2007, 2014)
- Florida Super Lawyers, *Super Lawyers Magazine* (2013–2020)
- Florida Rising Stars, *Super Lawyers Magazine* (2009, 2011–2012)

Professional & Community Involvement

- American Bar Association
  - Business Law Section
    - LLCs, Partnerships, and Unincorporated Entities Committee, Membership Committee Co-Chair (2007–present)
  - Tax Law Section
- American College of Tax Counsel
  - Fellow
- The Florida Bar
  - Tax Section
    - Chair (2014–2015)
    - Chair-Elect (2013–2014)
    - Co-Director, Long Range Planning Committee (2010–2012)
    - Co-Director, Educational Programs Division (2005–2006)
    - Co-Director, Section Administration Division (2003-2005)
    - Assistant Director, Federal Tax Division (2002–2003)
    - Vice Chair, New Tax Lawyers Committee (2002–2003)
    - Assistant Chair, C-Corporations Subcommittee, Federal Tax Division (2002–2006)
  - Real Property, Probate, and Trust Law Section
    - Chair, Real Estate Structures and Taxation Committee (2014–2015)
- Florida Revised Uniform Limited Partnership Act (legislation enacted in 2005)
  - Drafting Committee
- Duke University Alumni Admissions Advisory Committee of Hillsborough County
- Hillsborough County Bar Association
  - Business Law Section
  - Tax Law Section
- IRS Tax Exempt/Government Entity (TE/GE) Council, Gulf Coast Area
- Volunteer Income Tax Assistance Program

- Volunteer (1997 and 1998)
- Faculty Advisor (1999)

Court Admissions

- Florida State Courts
- U.S. Tax Court

WILLIAM MARK LEVINSON

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Mark Levinson has decades of broad, sophisticated transactional experience structuring and closing projects and managing litigation strategies in a timely manner. Mark is known for his effective and practical negotiating approach as he routinely structures and leads transactional matters in a cost-effective manner. He is recognized for appreciating what drives parties in a transaction and where agreement resides, enabling his clients to achieve their goals.

In counseling clients, Mark routinely represents clients ranging from public companies to private equity to governments and individuals on a variety of business challenges and arrangements. Mark routinely leads in structuring and executing on a range of transactions, including consumer M&A, capital market, real estate (acquisition, disposition, and syndication across a range of asset classes), commercial, and real estate and public finance (as lender, bond, underwriter, trustee, and developer counsel), and in charter school and governmental infrastructure and P-3 financing, cannabis, and transaction and finance workouts from beginning to end.

Credentials

Education:

- Yeshiva University Benjamin N. Cardozo School of Law (J.D., 1981)
- Brandeis University (B.A., 1978)

Admissions:

- California
- New York

Mark focuses on communication to achieve client goals by first listening to clients. He develops practical strategies to achieve goals and solutions to position a transaction for execution in a timely manner, all with the goal to work with other transaction participants in a cooperative fashion.

Mark's practice impacts securities law, capital markets, real estate, financing, litigation, labor, and other emerging areas. In California and across the United States, his work across industries includes real estate (multifamily, industrial, office), consumer, cannabis, governmental, charter school, media, technology, and involvement with boards and committees in a variety of matters. His understanding and ability to see a challenge from all sides frequently reinforces his position when working with company leadership as a trusted legal adviser.

Mark is active in the Los Angeles community and serves as the president of the U.S.-Mexico Chamber of Commerce California Regional Chapter, a prominent binational organization that promotes trade and investment between the United States and Mexico. He is also a board member of the Coalition for Engaged Education, an organization that supports at-risk youth education; a trustee of National Jewish Health, a leading pulmonary research hospital; and a member of the Cedars-Sinai Board of Governors.

Insights

- "Cannabis Real Estate Lease and Management Considerations," *C-Suite Quarterly Magazine* (2019)

- "Weighing the Variables Involved in M&A Deals—From Lawyers to Investment Bankers, Tax Considerations and Employees," *C-Suite Quarterly Magazine* (2017)

Speaking Engagements

- "USMCA Implications for the Manufacturing Sector and the North American Supply Chain," United States-Mexico Chamber of Commerce California Regional Chapter (July 7, 2020)
- ROTH Capital Partners Conference
- "Lessons the World Can Learn From China After Lifting Their Lockdown, Reopening Their Economy and Business Is Back to 'Normalcy,'" United States-Mexico Chamber of Commerce California Regional Chapter (April 20, 2020)
- "Menches Helping Menches: Sharing Best Practices With JNF's Commercial Real Estate Leadership," (April 7, 2020)
- "Closing the Border Due to COVID-19, Reality, Economic Implications for United States and Mexico," United States-Mexico Chamber of Commerce California Regional Chapter (March 30, 2020)
- "COVID-19 Roundtable on US-MX-Asia Business Implications," United States-Mexico Chamber of Commerce California Regional Chapter (March 12, 2020)
- "Corporate Restructuring," Association for Corporate Growth, Los Angeles, CA (2009)
- "Sponsor Blowup, Bankruptcy and Workout of a TIC: How Would It Impact the Industry," IMN's Fourth Annual Tenant-in-Common Transaction Forum, New York, NY (December 10–11, 2007)
- "Structuring TIC Transactions: Regulatory, Legal, and Tax Issues," IMN's Fourth Annual Tenant-in-Common Transaction Forum, New York, NY (December 10–11, 2007)
- Tenant-in-Common Investment Property Roundtable
- "Fractionalized Ownership," Los Angeles Real Estate Journal

Recognition

- "Who's Who in Real Estate Law" Award, *Who's Who Legal*
- National Jewish Health Humanitarian Award (2012)

Professional & Community Involvement

- United States-Mexico Chamber of Commerce
  - Board Member (2013–present)
- Benjamin N. Cardozo School of Law
  - Dean's Advisory Council (2010–present)
- Brandeis University
  - President's California Council (2011–present)
- Cedars-Sinai Board of Governors (2010–present)
- National Jewish Health
  - Council of National Trustees (2012–present)
- New West Symphony

  - Second Vice President, Executive Board (2012–present)
- USC Institute for Corporate Counsel
  - Advisory Board (2020–2022)

GEORGE J. MEYER

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George Meyer is a construction and real estate lawyer with extensive experience representing owners, developers, contractors, and designers on large, complex development projects. He handles all types of construction and real estate transactions. That transaction experience includes the preparation, negotiation, awarding, closing, and administration of development agreements, construction contracts, design-build contracts, construction management agreements, purchase and sale contracts, option agreements, easements, leases, operating and maintenance agreements, and project financing facilities.

George has worked on major projects all across the country, including many stadiums, arenas, ballparks, convention centers, airports, hospitals, education facilities (primary, secondary, university, and research), hotels, casinos, commercial office and retail, residential (single and multifamily), mixed use, water and sewer treatment systems, processing plants, manufacturing and shipping facilities, pipelines, refineries, and railroads. A few of his projects include Citi Field (Mets MLB ballpark), Miami Art Museum, Heinz Field (Pittsburgh Steelers NFL stadium), Orlando Magic NBA arena, Detroit Red Wings NHL arena, Florida Aquarium, San Antonio Military Medical Center, CityScape (Phoenix mixed-use project), Ritz Carlton/JW Marriott Desert Ridge and Grande Lake Resorts, Florida Marlins ballpark, Twin Arrows Casino project, Atlanta Falcons stadium, Roma soccer stadium (Rome, Italy), and Los Angeles Rams stadium. He has helped clients resolve all manner of contract claims and disputes, including design and construction deficiencies, delay claims, change orders, additional services, construction liens, and bond and insurance claims.

George is board certified in Construction Law by The Florida Bar and is a fellow of the American College of Real Estate Lawyers and the American College of Construction Lawyers. He is consistently rated by *Chambers USA* and the *Legal 500* as one of the top construction lawyers in Florida, including previously being named by the *Legal 500* as one of the top 10 construction lawyers in the country. He is consistently included in Florida Super Lawyers, *The Best Lawyers in America*, *The International Who's Who of Business Lawyers*, and *Florida Trend*'s Florida Legal Elite. He has served as chair of the ABA's Forum on Construction Law and chair of the Real Property, Probate and Trust Law Section of The Florida Bar. He is the recipient of the RPPTL Section's Construction Law Committee's 2012 Lifetime Achievement Award.

One commenter remarked in *Chambers USA*, a leading guide to the legal profession, that "he has had a hand in some major, major construction projects, such as baseball stadia. He has a unique set of qualifications and skills, which put him in the top tier."

George is the co-chair of the firm's Construction Industry Group.

Credentials

Education:

- University of Tulsa College of Law (J.D., with honors, 1985)
- State University of New York at Stony Brook (B.S., 1978)
- State University of New York at Stony Brook (B.A., 1974)

Admissions:

- Florida

Experience

George has extensive experience with developing standard form design and construction contracts for various owners, developers, and contractors. In addition, he has a wide range of experience in multiple Florida counties, school districts, and state agencies. He has been involved in large projects, which include well-known arenas, stadiums, convention centers, and more. Below is a representation of his larger projects:

Airports

- Detroit Metropolitan Airport Midfield Terminal
- Fort Lauderdale-Hollywood International Airport – Southwest Terminal expansion
- San Juan Airport renovation and expansion
- New Louis Armstrong
- New Orleans Terminal
- Panama City-Bay County International Airport

Stadiums and Arenas

- American Airlines Center
- State Farm Stadium (Arizona Cardinals)
- Mercedes-Benz Stadium (Atlanta Falcons)
- Comerica Park (Detroit Tigers)
- Marlins Park (Miami Marlins)
- Tropicana Field renovations (Tampa Bay Rays)
- Ford Field (Detroit Lions)
- Heinz Field (Pittsburgh Steelers)
- Arena Theatre in Houston, Texas
- Dodger Stadium renovations (LA Dodgers)
- Citi Field (New York Mets)
- Miller Park (Milwaukee Brewers)
- Amway Center (Orlando Magic)
- Oracle Park (San Francisco Giants)
- Raymond James Stadium (Tampa Bay Buccaneers)
- T-Mobile Park (Seattle Mariners)
- Busch Stadium (St. Louis Cardinals)
- Amalie Arena (Tampa Bay Lightning)
- Nationals Park (Washington Nationals)
- Los Angeles Stadium at Hollywood Park (Los Angeles Rams and Los Angeles Chargers)

Convention Centers

- Kentucky International Convention Center
- McCormick Place Convention Center expansion
- Orlando Orange County Convention Center expansion

- Washington State Convention Center

Additional Large-Scale Projects

- FDOT I4 Ultimate I Project
- Mount Sinai Medical Center Surgical Tower
- Tampa Bay Water's capital expansion program
- Tri-Rail parallel track project
- Destination resort hotel complexes and casinos
- Condominium and timeshare projects
- Mixed-use projects
- Florida Aquarium
- Manufacturing facilities and plants
- MLB spring training facilities
- Orange County Public Schools' capital expansion program
- Trans-Pacific Ocean fiber cable relocation

Pro Bono

- Ronald McDonald Houses of Tampa Bay and for the Greater Tampa Chamber of Commerce – various matters.

Insights

- "Owner COVID-19 Construction Project Considerations," Carlton Fields (April 20, 2020)

Speaking Engagements

- "Drafting Joint Venture Agreements: Keys to Structuring Real Estate and Construction Deals," ALI (January 14, 2021)
- "Impact of COVID-19 on Construction Contracts," Hartford Insurance Construction Industry Advisory Board (September 17, 2020)
- "Construction Contracts," Construction Law Certification Review Course, Real Property, Probate and Trust Law Section of The Florida Bar (March 7, 2019)
- "Killer Contract Clauses," American College of Construction Lawyers (February 23, 2019)
- "Changes to AIA Contract Documents and ConsensusDocs," The Seminar Group, Miami, FL (May 17, 2018)
- "Construction Contracts," Construction Law Certification Review Course, Real Property, Probate, and Trust Law Section of The Florida Bar (March 8, 2018)
- "Liability Risk Management on Large Sporting Facilities," American College of Construction Lawyers (February 24, 2018)
- "Overly Aggressive Contract Provisions" American College of Construction Lawyers (February 23, 2018)

- "Construction Contracts," Construction Law Certification Review Course, Real Property, Probate, and Trust Law Section of The Florida Bar (March 9, 2017)
- "Alternative Project Delivery Programs," Annual Construction Law in Florida, The Seminar Group, Miami, FL (October 13–14, 2016)
- "Construction Contracts," Construction Law Certification Review Course, Real Property, Probate, and Trust Law Section of The Florida Bar (March 10, 2016)
- "Teaming and Joint Venture Agreements," Annual Construction Law in Florida, The Seminar Group, Miami (October 15–16, 2015)
- "Construction Contracts," Construction Law Certification Review Course, Real Property, Probate, and Trust Law Section of The Florida Bar (March 12, 2015)
- "Drafting Joint Venture Agreements," New York County Lawyers Association (April 21, 2015)
- "Avoiding Common Mistakes With Construction Bonds: Or What You Don't Know About Construction Bonds Can Hurt You," ACREL/ALI (April 21, 2015)
- "Integrated Project Delivery and Teaming Agreements," ACI Second National Forum on Construction Claims and Litigation, New York, NY (February 24, 2015)
- "AIA Contracts," Lorman Education Services, Sarasota and Tampa, FL (October 2014)
- "ABCs of Construction Contracting/Creating a Contract You Can Live With," The Seminar Group, Miami, FL (October 23, 2014)
- "When to Call in the Reinforcements," ABA Forum on Construction Law Annual Meeting, New Orleans, LA (April 10, 2014)
- "Construction Contracts," The Florida Bar Advanced Construction Law Certification Course, Orlando, FL (March 20, 2014)
- "ABCs of Construction Contracting/Creating a Contract You Can Live With," The Seminar Group, Miami, FL (October 16, 2013)
- "In the Eye of the Beholder/Project Delivery Methods From Different Points of View," The Florida Bar Construction Law Institute, Orlando, FL (March 8, 2013)
- "3D Movies, 3D Glasses, 3D Construction: Rocking the Construction Industry With BIM and IPD," American College of Real Estate Lawyers, Chicago, IL (October 20, 2012)
- "Construction Law From a General Contractor's Perspective," The Seminar Group, Orlando, FL (August 10, 2012)
- "Large Venue Projects: Major Elements of Project Closeout," The Florida Bar Construction Law Institute, Orlando, FL (March 23, 2012)
- "AIA Contracts," Lorman Education Services, Tampa, FL (October 6, 2011)
- "Construction Issues," Florida Legal Education Association's Real Estate Team Seminar, Tampa, FL (April 16, 2010)
- "Analyzing Construction Documents: Uncovering the Hidden Gems," The Florida Bar Construction Law Institute, Orlando, FL (April 9, 2010)
- "Overview and Agreement Forms" and "B101 Architectural Agreement," Lorman Education Services, Tampa, FL (May 13, 2009)
- "AIA B101-2007: A Discussion of Significant Changes to the Owner/Architect Contract," The Florida Bar Construction Law Institute, Orlando, FL (March 2008)
- "New AIA Documents," ABA Real Property, Trust, and Estate Law Section Spring Symposium, Washington, D.C. (May 2008)

- “Overview and Agreement Forms” and “B101 Architectural Agreement,” Lorman Education Services, Kissimmee, FL (May 2008)
- “Overview and Agreement Forms,” Lorman Education Services, Tampa, FL (April 2007) and Orlando, FL (May 2007)
- “Architectural Agreement,” Lorman Education Services, Tampa, FL (April 2007) and Orlando, FL (May 2007)
- “Additional Insured Forms – Are You Covered?,” U.S. Shopping Center Law Conference, International Council of Shopping Centers, Orlando, FL (October 25, 2006)
- "Looking into the Crystal Ball: Possible Changes to the Next Generation of AIA Documents," ABA Joint Fall CLE Meeting, Section of Taxation and Real Property, Trust and Estate Law Section, Denver, CO (October 20, 2006)
- "Looking into the Crystal Ball: Possible Changes to the Next Generation of AIA Documents,” ABA Real Property, Trust, and Estate Law Section (December 2006)
- “Florida Construction Lien Law Today," Annual Attorneys’ Title Insurance Fund Assembly, Orlando, FL (May 2006)
- "AIA Contract Documents," overview of AIA contract documents and detail review of standard agreement forms and B141 architectural contract, Lorman Education Services, Tampa, FL (April 2006) Orlando, FL (May 2006) Sarasota, FL (August 2006)
- "Internet-Based Project Management for Large Construction Projects," American College of Real Estate Lawyers Midyear Meeting, Tucson, AZ (March 2005)
- "AIA Contract Documents," overview of AIA contract documents and detail review of standard agreement forms and B141 architectural contract, Lorman Education Services, Tampa, FL (April 2005) and Orlando, FL (May 2005)
- "AIA Document Review," Lorman Education Services (April 2004)
- "Florida Construction Lien Law," Real Estate Certification Review Class, Real Property, Probate, and Trust Law Section of The Florida Bar (April 2004)
- "Electronic Real Estate Transactions," ABA Techshow (March 2004)
- "Web-Based Project Management," ABA Real Property, Trust, and Estate Law Annual Meeting, (July 2003)
- "Florida Construction Lien Law," Real Estate Certification Review, Real Property, Probate, and Trust Law Section of The Florida Bar (April 2003)
- “The Good, the Bad and the Ugly About Standard Form Contracts: The Owner’s and Designer’s Points of View," 41st Annual Meeting of Invited Attorneys (June 2002)
- "Florida Construction Lien Law Today," Real Estate Certification Course, The Florida Bar (April 2002)
- ABA 2001 Annual Meeting Group H, Mixed-Use Developments – Hotels, Golf Courses & Resort Amenities (August 2001)
- "Florida Construction Lien Law Today," Real Estate Certification Course, The Florida Bar (April 2001)
- "Florida Uniform Building Code Legislative Update," Real Property, Probate, and Trust Law Section of The Florida Bar (July 2000)
- “Design-Build for Transportation," Design-Build Institute of America (March 2000)
- “Statutory Award Procedures for Public Contracts," Construction Law Seminar, Real Property, Probate, and Trust Law Section of The Florida Bar (October 1999)
- "Enforcement Issues for the Real Property Practitioner," The Florida Bar (March 1999)

- "Junior Lien Holders, Lien Foreclosures in Florida," Real Estate Litigation Seminar, Real Property, Probate, and Trust Law Section of The Florida Bar (October 1998)
- "Florida Real Property Legislative Update," Annual Legislative and Case Law Update, Real Property, Probate, and Trust Law Section of The Florida Bar (July 1998)
- "Public Agency Purchasing Requirements," Florida Association of Public Purchasing Officers (May 1998)
- "Construction Law Seminar," Real Property, Probate, and Trust Law Section of The Florida Bar (May 1998)
- "Public Owner Construction Documents," standard form construction documents from an owner's perspective, ABA Forum on Construction Law (April 1998)
- "Construction Law and Contract Document Consideration," professional liability and ethics, University of South Florida's College of Engineering (1998–2000)

Recognition

- Board Certified in Construction Law by The Florida Bar
- AV Rated by Martindale-Hubbell
- Robert C. Scott Memorial Award, The Florida Bar's Real Property, Probate, and Trust Law Section (2016)
- Lifetime Achievement Award, The Florida Bar Construction Law Committee (2012)
- *Who's Who Legal*, Construction (2020)
- *Who's Who Legal: Florida*, Construction (2020)
- *Chambers USA* (2002–2018)
- Florida Super Lawyers, *Super Lawyers Magazine* (2006–2020)
- *The Best Lawyers in America*
  - Construction Law, Real Estate Law (2006–2021)
  - Tampa "Lawyer of the Year"
    - Construction Law (2016, 2019, 2021)
- Florida Legal Elite, *Florida Trend Magazine* (2009–2010, 2012–2016)
- *Legal 500*, Real Estate and Construction (2014)
- "Leading Lawyer," *The Legal 500* (2011)
- *The International Who's Who of Business Lawyers*, Construction (2007–2016, 2018–2019)
- John Arthur Jones Annual Service Award, The Florida Bar's Real Property, Probate, and Trust Law Section (2001)

Professional & Community Involvement

- American College of Construction Lawyers
  - Fellow
  - Board of Governors (2020–present)
- American College of Real Estate Lawyers
  - Fellow

- American Bar Association
  - Past Chair, Forum on Construction Law
    - Past Chair, Steering Committee for the Owners and Lenders Division
    - Past Chair, Special Programs and Education Committee
    - Past Chair, Membership Committee
  - Real Property, Trust, and Estate Law Section
    - Past Chair, Design and Construction Law Committee
- The Florida Bar
  - Past Chair, Real Property, Probate, and Trust Law Section
    - Legislative Review and Title Insurance Committees
    - Member and Past Chair, Construction Law Committee
  - Past Member, Construction Law Certification Committee
- Florida Engineering Society
  - Past Chair, Legislative Committee
- Hillsborough County Bar Association
  - Member and Past Chair, Real Property, Probate, and Trust Law Section
- Ronald McDonald House Charities of Tampa Bay
  - Past Board Member and President
- Greater Tampa Chamber of Commerce
  - General Counsel (2000–2001)

Court Admissions

- Florida State Courts
- U.S. District Court, Middle District of Florida
- U.S. Supreme Court

H. SCOTT MILLER

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Scott Miller's commercial real estate practice involves representation of institutional investors of all types, including insurance companies, pension funds and pension advisers, banks, funds, and national and local real estate developers. Scott has experience with front-end mortgage financing, property acquisitions and dispositions, joint venture arrangements, development work, leasing, hotel development and management, loan workouts, distressed real estate negotiations, and real estate bankruptcies.

Scott handles all types of asset classes, including offices, multifamily apartments, residential and commercial condominiums, ground leased parcels, industrial facilities, age-restricted developments, hotels, restaurants, and other institutionally held projects.

In addition, Scott has experience with capital markets transactions including CMBS and CLO transactions, resecuritizations, preferred equity, and other transactions.

He is a member of the Town Plan and Zoning Commission for Glastonbury, Connecticut, and the former chairman of the Zoning Commission for Marlborough, Connecticut.

Credentials

Education:

- Boston University School of Law (J.D., 2002)
- Boston University (MBA, 2002)
- University of Pennsylvania (B.A., 1998)

Admissions:

- Connecticut
- New York

Experience

- Represented a national life insurance company on multiple industrial portfolio mortgage loans totaling more than $1.1 billion of loan proceeds and secured by almost 100 properties in 19 different states.
- Represented a national life insurance company in connection with a $330 million mortgage loan secured by a 55-story multifamily residential tower located in Brooklyn, New York.
- Represented a national pension adviser in connection with a joint venture acquisition and development project of a 255-unit multifamily project in Denver, Colorado, including negotiation of construction loan financing.
- Represented a national life insurance company in connection with the diligence, negotiation and acquisition of a regional shopping mall by deed in lieu of foreclosure.
- Represented a captive investment adviser for several life insurance companies in connection with a mezzanine loan warehouse facility used to finance capital and operating reserves relating to HUD project requirements.
- Represented a national life insurance company in connection with multiple loan servicing requests relating to the liquidation of Forest City's retail holdings and sale to Brookfield Asset Management.

- Represented a large real estate investment manager in connection with the re-securitization and sale of Freddie Mac-issued real estate securities.

Insights

- "General Growth, Special Purpose Entities (Barely) Survive First Bankruptcy Test," American Bar Association's Probate & Property Magazine (March 2011).
- "Defeasance of Securitized Loans: Cost-Saving Tips and New Trends," The Real Estate Finance Journal (Fall 2008).

Speaking Engagements

- "Real Estate Investment Issues," Client Focus Forum, Denver, CO (October 19, 2015)
- "Real Estate Investment Issues," Client Focus Forum, Newport Beach, CA (October 9, 2015)
- "Erosion of Bankruptcy Remote Structurings: What Do the Sunwest and General Growth Decisions Mean for Your Practice?," ABA National Conference, San Francisco, CA (August 8, 2010)
- ABA Business Law Spring Meeting, Denver, CO (April 24, 2010)
- "General Growth Properties – The Largest U.S. Real Estate Bankruptcy in History," Greater Boston Real Estate Board, Boston, MA (November 11, 2009)
- "Loan Documentation in Connecticut: Lessons Learned and What We Can Do Now," Lorman Education Services (2008)

Recognition

- New Leaders in the Law, *Connecticut Law Tribune* (2014)
- 40 Under 40 Award, *Hartford Business Journal* (2014)

Professional & Community Involvement

- American Bar Association
- Real Estate Finance Association
- Connecticut Bar Association
- Town Plan and Zoning Commission, Glastonbury, CT
- Former Chairman, Zoning Commission, Marlborough, CT
- University of Pennsylvania Alumni Interview Program

Court Admissions

- U.S. District Court, District of Connecticut

SCOTT P. PENCE

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Scott Pence is a construction and real estate attorney whose practice focuses primarily on representing developers, owners, contractors, subcontractors, and design professionals in the preparation, negotiation, modification, and administration of all types of contracts and forms related to construction and development transactions. Scott's practice also includes reviewing and advising clients with respect to insurance and risk management issues.

Scott has been involved in many large, complex projects both in the state of Florida and across the country, including public-private partnerships (P3s), major stadiums, arenas, ballparks, airports, energy facilities, pipelines, hospitals, education facilities, hotels, casinos, and first responder training facilities. The types of contracts and forms with which he has extensive experience include development agreements; construction contracts; design agreements; consulting services agreements; design-build agreements; engineering, procurement, and construction (EPC) contracts; purchase and sale agreements; construction management agreements, both at-risk and not-at-risk; integrated project development agreements; requests for proposals; instructions to bidders; invitations to bid; and all of the various ancillary contract administration and project management forms such as change orders, waivers and releases of lien, payment affidavits, payment applications, claims of lien, and performance and payment bonds.

Scott is board certified by The Florida Bar in Construction Law. Scott is very active in The Florida Bar, where he is a past chair of both the Construction Law Committee and the Insurance and Surety Committee of the Real Property, Probate, and Trust Law Section. He is the creator and former editor in chief of *Insurance Matters!* a newsletter distributed by the Insurance and Surety Committee.

Scott speaks and writes frequently on various matters related to construction contracting and insurance/risk management issues. Topics include: insurance and risk management; specific standardized forms such as the various AIA, ConsensusDocs, and EJCDC forms; types of delivery systems such as design-bid-build, design-build, and construction management; and significant risk-shifting contract provisions such as indemnification obligations, insurance requirements, liquidated damages, consequential damages, delays (no-damage for delay and force majeure provisions), warranties, hazardous materials, changed/concealed conditions, payments, termination, and ownership of documents.

Credentials

Education:

- William & Mary Law School (J.D., 2005)
  - *William and Mary Environmental Law and Policy Review*
- George Mason University (B.A., 1993)

Admissions:

- Florida

Experience

Some of the projects Scott has been involved with include:

- **Energy Facilities**
  - Pipeline development and expansion projects in the state of Florida.
  - Photovoltaic system installation and service agreements, purchase and sale agreements with respect to various power substations and transmission lines.
  - EPC contracts for power plants.
- **Stadiums, Ballparks, and Arenas**
  - Arizona Cardinals
  - Florida Marlins
  - New York Giants
  - New York Jets
  - New York Mets
  - Tampa Ice Palace Arena
  - Washington Nationals
- **Schools**
  - Orange County Public Schools' Capital Expansion Program
  - Texas Independent School Districts, various schools
  - University of California, various campuses
  - University of Florida
  - University of New Mexico
  - University of South Florida
  - University of Texas, various campuses
  - Yale University
- **Airports and Transportation Facilities**
  - Hartsfield-Jackson Atlanta International Airport
  - Federal Express Hangars
  - Panama City-Bay County Airport Authority
- **First Responder Training Facility**
  - First-of-its-kind training facility at approximately $35 million. Training facility used for first responders of natural disasters and terrorist acts.
- **Hospitals and Health Care Facilities**
- **Destination Resort Hotel Complexes and Casinos**
- **High-End Tower Condominiums and Apartment Complexes**

Pro Bono

- Various matters for the U.S. Green Building Council, Florida Gulf Coast Chapter Inc.

- Various matters for the Tampa Bay Conservancy Inc.
- Various matters for the Girl Scouts of West Central Florida Inc.

Insights

- "Is the CARES Act Caring Enough?," Carlton Fields Webinar (June 23, 2020)
- "Are You Protected Against the Risk of Construction Delays and Increased Construction Costs Due to COVID-19?," Carlton Fields (March 2, 2020)
- "Hillsborough County Voters Pass Transportation Surtax – And Now It's June…," Carlton Fields (June 2019)
- "Risk Management and the Development/Construction Industry," Carlton Fields Podcast (January 24, 2019).
- "Hillsborough County Voters Pass Transportation Surtax — What Happens Next?" Carlton Fields (November 8, 2018)
- Co-Author, "Construction Subcontracting: A Comprehensive Practical and Legal Guide," Chapter 13: Insurance, American Bar Association (April 2014).
- Co-Author, "Not All Additional Insured Endorsements Are Created Equal: Brief History of ISO's Additional Insured Endorsements and 2013 Changes," Under Construction, ABA (August 2013).
- Co-Author, "Construction Contracts Are Greener Thanks to the AIA SP Series," ActionLine (2012).
- Co-Author, "What You Need to Know About Certificates of Insurance," Federation of Defense & Corporate Counsel's Construction Law Section Newsletter (April 2012).
- "Changes to ACORD's Certificate Forms," ActionLine Vol. XXXIII, No. 1 (Fall 2011).
- "Revisions to the 2007 AIA Contract Documents," HCBA Lawyer at 50 (February 2008).

Speaking Engagements

- "Contract Provisions Related to COVID-19," 9th Annual Seminar on Construction Law in Florida, The Seminar Group (October 14, 2020)
- "Risk Transfer – Contractual Indemnity and Additional Insured Issues in Construction," 4th Annual Insurance in the Construction Industry Seminar, The Seminar Group (August 7, 2020)
- "Spotting Fake Insurance and Other Insurance Traps," Commercial Real Estate Series: Beyond the Basics, ABA Real Property, Trust, and Estate Law Section (June 10, 2020)
- "AIA Form Documents," Construction Law Certification Review Course, The Florida Bar Real Property, Probate, and Trust Law Section (March 7, 2020; March 9, 2019; March 10, 2018; March 18, 2017)
- "Risk Management and Insurance Topics Including Flood Insurance Issues," Third Annual Attorney Bankers Conference, The Florida Bar Real Property, Probate, and Trust Law Section (February 28, 2020)
- "Advanced Construction Contracts," Annual Seminar on Construction Law in Florida, The Seminar Group (October 24, 2019; October 4, 2018; October 19, 2017)
- "Avoiding Design and Construction Contract Pitfalls," AMAC Business Opportunity Summit: Business by the Bay (September 27, 2019)

- "Emerging Legal Issues in the Construction Industry," Emerging Issues Roundtable, Construction Financial Management Association, Tampa Bay Chapter (September 19, 2019)
- "Allocating Construction Liability Risk Among the Parties," Annual Insurance in the Construction Industry Seminar, The Seminar Group (August 14, 2019; August 17, 2018; May 12, 2017)
- "Real News About Fake Insurance," 31st Annual RPTE National CLE Conference, ABA Real Property, Trust, and Estate Law Section, Boston, MA (May 9, 2019)
- "Real News About Fake Construction Insurance," 12th Annual Construction Law Institute, The Florida Bar Real Property, Probate, and Trust Law Section (March 8, 2019)
- "Advanced Construction Law Issues: Delivery Systems and Allocating Risk in Contracts," Design-Build Legal Forum, Design-Build Institute of America (February 21, 2019; May 2, 2018; May 10, 2017)
- "Insurance Essentials for Real Property Deals," ABA Real Property, Trust, and Estate Law Section (June 13, 2018)
- "When Harvey Met Irma: Drafting Lease and Construction Provisions That Withstand Damage and Destruction," 30th Annual Spring Symposia, ABA Real Property, Trust, and Estate Law Section, Orlando, FL (May 11, 2018)
- "Significant Changes in the New 2017 AIA Contract Documents," 11th Annual Construction Law Institute, The Florida Bar Real Property, Probate, and Trust Law Section (March 9, 2018)
- "Don't Let a House Land on You: Indemnities and Third Party Insurance," ABA Forum on Construction Law Midwinter Meeting (January 18, 2018)
- "AIA 2017 Forms: New Insurance Requirements and Other Important Changes You Need to Know," Hillsborough County Bar Association Construction Law Section (November 9, 2017)
- "Significant Changes in the New 2017 AIA Contract Documents: Will You Know What to Tell Your Clients When They Ask?," ABA Real Property, Trust, and Estate Law Section (June 28, 2017)
- "Managing Risk Through Insurance – Issues Every Real Estate Lawyer Should Know," 29th Annual Spring Symposia, ABA Real Property, Trust, and Estate Law Section, Denver, CO (April 20, 2017)
- "Basic Insurance for Real Estate – and How to Require It in Your Documents," Building Blocks of Commercial Real Estate Series, ABA Real Property, Trust, and Estate Law Section (April 12, 2017)
- "A Manual for Those Who WRAP," 10th Annual Construction Law Institute, The Florida Bar Real Property, Probate, and Trust Law Section (March 17, 2017)
- "AIA Contracts: Understanding Warranties and Guarantees in the Standard AIA Contracts," Lorman Education Services, Tampa, FL (September 1, 2016; September 26, 2013; February 21, 2012; May 9, 2011; May 12, 2009)
- "The Insurance Is Coming! The Insurance Is Coming! Revolutionary Insurance Products for Your Real Estate Deal," 28th Annual Spring Symposia, ABA Real Property, Trust, and Estate Law Section, Boston, MA (May 12, 2016)
- "Legislation Modifying the Procedures for Construction Defect Claims Under Chapter 558, Florida Statutes, and New Legislation Relating to Residential Master Building Permit Programs," 35th Annual RPPTL Legislative and Case Law Update Seminar, The Florida Bar Real Property, Probate, and Trust Law Section (July 31, 2015)
- "Practice Points and Pitfalls in Contract Drafting to Avoid Coverage Issues," The Florida Bar Eighth Annual Construction Law Institute, Orlando, FL (March 13, 2015)
- "A Look Ahead to 2017 – What Types of Changes to Expect From AIA Based on the Recent Modifications to the AIA A141 Design-Build Agreement," Hillsborough County Bar Association Construction Law Section, Tampa, FL (February 19, 2015)

- "AIA Contracts," Lorman Education Services, Tampa, FL (October 22, 2014; October 6, 2011)
- "Insurance From the Other Guy: New ISO Forms for Additional Insured Endorsements," The Florida Bar Seventh Annual Construction Law Institute, Orlando, FL (March 22, 2014)
- "Insurance Issues for Construction Practitioners," BPI Construction Claims Monthly, Tampa, FL (February 28, 2013)
- "Delivery Systems: Understand the Potential Risks and Benefits Associated With Different Delivery Systems," WPL Publishing Co. (December 18, 2012)
- "Certificates of Insurance and Additional Insured Endorsement Forms," The Florida Bar Insurance and Surety Committee of the Real Property, Probate, and Trust Law Section (March 19, 2012)
- "Key Construction Contract Provisions: Understand the Potential Risks and Liabilities Involved in Construction Contracts," WPL Publishing Co. (September 2011)
- "Risky Business, What You Need to Know About the Standard AIA CM 'Not-at-Risk' Contracts If You Are an Owner or a Construction Manager," Construction Financial Management Association, Tampa Bay Chapter, Tampa, FL (2011)
- "What's in a Form? A Closer Look at the More Significant Provisions Within the AIA and ConsensusDocs Standard Construction Contract Forms," Construction Financial Management Association, Tampa Bay Chapter, Tampa, FL (September 23, 2010)
- "Overview and Comment Regarding Use of AIA and Consensus Documents," Hillsborough County Bar Association Construction Law Committee (February 18, 2010)
- "Abbreviated Forms" and "Design-Build Forms," AIA Contracts Seminar, Lorman Education Services, Tampa, FL (May 13, 2009; May 13, 2008; April 18, 2007), Kissimmee, FL (May 14, 2008), and Orlando, FL (May 3, 2007)
- "Practical Aspects of Green Construction," Construction Law Committee Meeting, Winter Park, FL (November 10, 2008)

Recognition

- Board Certified in Construction Law by The Florida Bar
- AV Rated by Martindale-Hubbell
- Rising Star Award, The Florida Bar Construction Law Committee of the Real Property, Probate, and Trust Law Section (2016)
- Rising Star Award, The Florida Bar Real Property, Probate, and Trust Law Section (2016–2017)
- Leadership Tampa (2015)
- Florida Rising Stars, *Super Lawyers Magazine* (2013–2015)

Professional & Community Involvement

- American Bar Association
  - Real Property, Trust, and Estate Law Section
    - Chair, Property, Casualty, and Other Non-Title Insurance Committee of the Commercial Real Estate Transactions Group
  - Forum on Construction Law
- The Florida Bar
  - Real Property, Probate, and Trust Law Section

    - Executive Council
    - Former Chair, Construction Law Committee
    - Former Chair, Insurance and Surety Committee
- Hillsborough County Bar Association
  - Real Property, Probate, and Trust Law Section
  - Construction Law Section

Court Admissions

- Florida State Courts

BENJAMIN E. STEARNS

Associate
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Benjamin Stearns' practice focuses on regulated industries, primarily medical marijuana and property and casualty insurance. Benjamin works with state regulators to resolve compliance matters and negotiate enforcement actions. He also lobbies the Florida Legislature and has testified before legislative committees.

In addition, Benjamin litigates insurance coverage matters and contests of government contract awards. He represented the state of Florida in an original action against Georgia in the U.S. Supreme Court over the apportionment of the waters in the Chattahoochee-Flint-Apalachicola river system.

Prior to joining Carlton Fields, Benjamin was an attorney for the Florida Senate where he drafted legislation, advised state senators, and developed an understanding of the legislative process. His background in journalism and previous work for a Miami public relations agency refined his ability to advocate on behalf of clients.

Credentials

Education:

- Florida State University College of Law (J.D., cum laude, 2013)
- University of Florida (M.A., 2010)
- University of Miami (B.A., 2006)

Admissions:

- Florida

Insights

- "COVID-19 Economic Stimulus Programs: Different Countries, Similar Programs," *Business Law Today*, American Bar Association (February 26, 2021)
- "Florida Legislation Protects Businesses From COVID-19 Lawsuits," Carlton Fields (January 28, 2021)
- "Parsing the Sometimes Fine Distinction Between a Broad and a Narrow Arbitration Clause," *Reinsurance Focus*, Carlton Fields (December 8, 2020)
- "California Federal Court Holds Professional Services Policy Issued to FedEx Covered Acts of Self-Service Kiosks' Physical Printing of Receipts," *PropertyCasualtyFocus*, Carlton Fields (November 18, 2020)
- "Determination of Valid Arbitration Agreement May Be Dependent on 'Outward Manifestations and Circumstances Surrounding the Transaction'," *Reinsurance Focus*, Carlton Fields (November 17, 2020)
- "Court Denies Motion To Compel Arbitration and To Appoint Arbitrators Where Parties Had Agreed To Arbitrate and There Was No Impasse," *Reinsurance Focus*, Carlton Fields (October 27, 2020)
- "Arbitration Award In Favor Of Major League Baseball Confirmed As Southern District Of New York Bats Telemicro's Challenges Away," *Reinsurance Focus*, Carlton Fields (October 7, 2020)

- "Court Affirms FINRA Arbitration Award to Charles Schwab, Finding No Evident Partiality or Other Arbitrator Misconduct," *Reinsurance Focus*, Carlton Fields (September 15, 2020)
- "Fifth Circuit Holds That Ensuing Loss Provision of Builders' Risk Policy Requires Two Separate Events to Qualify for the Construction Exclusion Carve-Out," *PropertyCasualtyFocus*, Carlton Fields (September 15, 2020)
- "Unopposed Motions to Confirm Arbitration Awards Are Treated As Motions for Summary Judgment," *Reinsurance Focus*, Carlton Fields (August 26, 2020)
- "Denied: Pro Se Litigant's Petition to Confirm Arbitration Award He Rendered Against Republican National Committee," *Reinsurance Focus*, Carlton Fields (August 24, 2020)
- "€643 Million Arbitration Award Was Within Arbitration Panel's Power to Award and Not a Result of Manifest Disregard of the Law," *Reinsurance Focus*, Carlton Fields (August 3, 2020)
- "Ninth Circuit Finds No Coverage Under Advertising Liability Policy for Walmart's Floor Display of Goods and Services Supplied by Insured Apparel Vendor," *PropertyCasualtyFocus*, Carlton Fields (July 13, 2020)
- "Determining Whether "Clickwrap Agreement" Provides "Reasonable Notice" of an Arbitration Agreement Is a Fact-Intensive Inquiry," *Reinsurance Focus*, Carlton Fields (July 13, 2020)
- "Court Denies Vimeo's Motion to Compel Arbitration of Purported Class Action Claims Under Illinois Biometric Information Privacy Act," *Reinsurance Focus*, Carlton Fields (June 22, 2020)
- "Split Decision in the Ninth Circuit: Two Non-Signatory Defendants Can Compel Arbitration Based on Equitable Estoppel, One Cannot," *Reinsurance Focus*, Carlton Fields (June 1, 2020)
- "The Chronicle: American Adult-Use Marijuana Laws - Other Licenses," Carlton Fields (May 15, 2020)
- "District Court Orders Insurer in Receivership to Arbitrate With Reinsurers, Rejecting Argument That Jurisdiction Rests With Receivership Court and That McCarran-Ferguson Act Preempts FAA," *Reinsurance Focus*, Carlton Fields (May 11, 2020)
- "Conflict Within the Southern District of Florida: Should the Primary Jurisdiction Doctrine Be Applied to Stay Class Actions Relating to CBD?," *Canna We Talk Cannabis?*, Carlton Fields (May 1, 2020)
- "The Chronicle: American Adult-Use Marijuana Laws - Retail Licenses," Carlton Fields (April 24, 2020)
- "Eighth Circuit Enforces Contract Liability Exclusions to Bar Contract Claims, Regardless of Non-Contractual Cause of Action in Complaint," *PropertyCasualtyFocus*, Carlton Fields (April 24, 2020)
- "New Funds Available Under the Small Business PPP and EIDL Programs ," Carlton Fields (April 24, 2020)
- "Court Confirms Arbitration Award Against Parties Who Failed to Attend Arbitration," *Reinsurance Focus*, Carlton Fields (April 20, 2020)
- "The Chronicle: American Adult-Use Marijuana Laws - Health and Safety," Carlton Fields (April 10, 2020)
- "Federal Reserve Moves to Assist Larger Businesses," Carlton Fields (April 9, 2020)
- "Small Business Administration Loans Summary Under the CARES Act," Carlton Fields (March 31, 2020)

- "Second Circuit Upholds Injunction Against Arbitration Based on Prior Singaporean Judgment," *Reinsurance Focus*, Carlton Fields (March 30, 2020)
- "COVID-19 Insurance Regulations by State," Carlton Fields (March 27, 2020)
- "The Chronicle: American Adult-Use Marijuana Laws - Cultivation Licenses," Carlton Fields (February 18, 2020)
- "Who Is in Charge? A Pandemic Primer on Government Authority," Carlton Fields (March 25, 2020)
- "'Grossly Excessive' Arbitration Award Overturned Due to 'Evident Material Miscalculation,'" *Reinsurance Focus*, Carlton Fields (March 9, 2020)
- "The Chronicle: American Adult-Use Marijuana Laws - Regulator," Carlton Fields (February 18, 2020)
- "Former Employees Not Bound by Their Former Union's Arbitration Agreement," *Reinsurance Focus*, Carlton Fields (February 20, 2020)
- "The Chronicle: American Adult-Use Marijuana Laws - Regulator," Carlton Fields (February 18, 2020)
- "The Chronicle: American Adult-Use Marijuana Laws," Carlton Fields (February 18, 2020)
- "Eighth Circuit Reinstates Arbitration Award Stemming From Federal Crop Insurance Policy," *Reinsurance Focus*, Carlton Fields (January 28, 2020)
- "Court Stays CBD Class Action Until FDA Rolls Out Regulation," *Canna We Talk Cannabis?*, Carlton Fields (January 7, 2020)

Speaking Engagements

- "Cannabis & Regulating Social Equity," ABA Section of State and Local Government Law Annual Meeting (July 22, 2020)

Professional & Community Involvement

- American Bar Association
  - Vice Chair, Government Operations and Liability Subcommittee

Court Admissions

- Florida State Courts
- U.S. District Court, Northern District of Florida

KENNETH A. TINKLER

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Ken Tinkler is a government law specialist who focuses on resolving disputes with and among government agencies involving land use regulation, environmental permitting, ethics regulation, and election law. He represents individuals and corporations petitioning federal, state, and local government agencies; financial institutions and homebuilders determining project viability; and state, county government, and constitutional officers regarding complex and politically sensitive matters.

Ken has helped clients navigate a broad range of government law matters, including zoning, future land use plans, governmental closure orders, ad valorem tax assessments, property tax appeals, code enforcement, variances, annexations, alcohol beverage licensing, tax incentives, license acquisition and transfer, stimulus and CARES Act issues, and economic development. He has handled many large-scale land use due diligence projects for complex real estate transactions collectively worth billions of dollars on behalf of purchasers, investors, and lenders.

Credentials

Education:

- University of Florida College of Law (J.D., 1997)
- Boston University (B.A., cum laude, 1994)

Admissions:

- Florida

Ken routinely handles public hearings and government agency meetings for clients. He also advises on parliamentary procedure questions, Florida's Sunshine Law and public records regulation, and Florida Constitution and home rule issues related to city and county charters, along with assisting local governments with implementing new legislation and ordinance drafting.

Ken also helps clients solve issues involving federal, state, regional, and local environmental regulators, including energy facility siting, submerged lands leases, and redevelopment of brownfields.

His election law experience includes representing state and local government officials handling election procedures and Federal Voting Rights Act requirements, and advising clients on campaign finance reporting and qualifying for election. He regularly advises clients on lobbying regulations and other ethics-related legal requirements facing their operations.

Outside his practice, Ken teaches and mentors elementary and middle school children and college students on civics and the value of community service, and is an active volunteer in his community.

Ken is board certified in City, County, and Local Government Law by The Florida Bar.

Experience

Legal Work in Response to the COVID-19 Pandemic

- Leads firm team providing government closure order guidance to national homebuilder, real estate management, and local government clients, with extensive work resolving operational questions related to public health-related orders.
- Leads firmwide response to the Small Business and Main Street programs of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, including extensive work for client related to the Payroll Protection Program, rules of the Small Business Administration, the Treasury Department, and the Federal Reserve.

Financial Institution Representation

- Represents multinational financial institutions in regard to land use analysis and diligence for complex real estate project acquisition and construction loans.
- Routinely provides advice on local government law requirements for project implementation, along with risk analysis concerning project viability.
- Routinely works with financial institutions in regard to the land use and local government approvals for their real estate holdings and the potential for valuation improvements.

Homebuilder Representation

- Represents numerous national homebuilding clients in regard to land use approvals and local regulations.
- Provides statewide counsel on diligence issues and navigating the complex issues related to infill developments and redevelopments.
- Handled the large-scale licensing transfers and land use issues caused by the acquisition of a national homebuilder by another.

Land Use and Environmental Dispute Resolution Special Magistrate

- Experience as a land use and environmental dispute resolution special magistrate pursuant to Florida Statutes section 70.51.

Land Use

- Represents clients throughout the state dealing with complex zoning, comprehensive plan, and redevelopment matters.
- Routinely provides land use counsel related to large-scale development projects throughout Florida for due diligence purposes and feasibility investigations.
- Advises clients on land use regulations related to their property and options available for their project plans.
- Assists clients with variances, special approvals, administrative determinations, property tax appeals, code enforcement, annexations, and other local approvals.
- Handles issues for clients related to alcohol beverage licensing involving state and local approvals throughout Florida.
- Analyzes the potential for use of tax incentives and other economic development measures to support project viability and assist clients with multifaceted application processes

Environmental Permitting

- Obtained approval of brownfield site designations throughout the state from local and state government officials.
- Resolve clients' issues involving submerged lands leases, water management district, and environmental resource permit approvals.
- Assisted client with the complex local environmental regulatory issues related to Chinese drywall.

- Assisted client in determining viability of large energy pipeline installation, including coordination of the federal, state, and local agencies involved.
- Obtained long-term environmental approvals for client from federal and state officials for a major Central Florida tourist institution, allowing project expansion plans for the next several decades to move forward.

Other Permitting and Representation

- Represented major wireless provider in code enforcement dispute over tower design and configuration.
- Represented national nonprofit in code enforcement dispute over permitted child welfare operations.
- Guided client through new business startup issues connected with the state health department.
- Long-term representation of clients serving as government contractors and public-private partnerships taking on government roles.

Election Law

- Represents Florida political committees involved with local issue and referendum campaigns and state political races.
- Represented state officials regarding matters involving election procedures and processes during a presidential election year.
- Represented candidates running for statewide office.
- Represented a Florida local government dealing with Department of Justice Voting Rights Act preclearance and election law issues and obtained the needed approval in a timely manner, saving the local government the expense of a special election.
- Represented a Florida supervisor of elections during presidential election year, including handling various legal disputes over voting procedures and ballot eligibility.
- Advised several clients on Florida and federal campaign finance regulations and ways to incorporate the regulations into corporate procedures and employee manuals.
- Assist clients with issues related to candidate appearances and campaign finance regulation.

Ethics Regulations

- Guided former county official through defense of ethics complaint and criminal investigation, along with related contract and severance dispute.
- Advised clients on state and local ethics and lobbying requirements applicable to their operations, including clients in the energy, nonprofit, real estate development, and construction sectors.
- Provide guidance and training to individuals subject to Florida's ethics and lobbying regulations.

Sunshine Law and Public Records

- Assisted multiple private entity clients with resolving the impact of Florida's Sunshine and public records laws on their operations, due to their government contracts and agreements.
- Resolved investigation of local civic group's public responsibilities under Florida's Sunshine and public records laws.

Other Local Government Projects

- Representation of Florida city dealing with litigation over constitutional challenge to their local zoning and business regulation process.
- Assisted client with preparation of proposed state legislation.

- Advised client on implementing ordinance updates required throughout the state due to legislative changes.
- Represented two charter review boards, including drafting of ballot language and county charter provisions.
- Drafted local ordinance and resolution provisions to assist local governments with implementing new hearing processes and procedures authorized by general law.
- Represents Florida special district, including refinancing its debt to reduce interest payments and allow for new recreation facility construction.

Pro Bono

- **Friends of Carrollwood Cultural Center Inc.** – Legal counsel for issues related to the nonprofit's public/private partnership, Florida Sunshine Law, and public records obligations tied to its operation of the Carrollwood Cultural Center in Hillsborough County, Florida.
- **Hillsborough County Charter Review Board** – Served as conflict counsel for the last two charter review boards. The Charter Review Board for Hillsborough County, Florida, consists of 14 citizens, appointed every five years per a mandate in the Hillsborough County Charter, to conduct a comprehensive study of any or all phases of county government. The board holds two public hearings for any proposed amendments to the charter. Proposed amendments to the charter must be approved by two-thirds of the Charter Review Board members, and then voted on in a public referendum.
- **Girl Scouts of West Central Florida** – Assisted with land use and government regulatory questions related to the organization's operations, and the improvement of camp locations throughout West Central Florida.
- **Waterfront Parks Foundation** – Representation related to the improvement and long-term viability of the parks of St. Petersburg, Florida.
- **Tampa Innovation Alliance** – Representation related to local government engagement, economic development, and long-term growth.

Insights

- "Stimulus Package Ushers in New Loan Opportunities and Support for Small- to Medium-Sized Businesses / Extends FFCRA Tax Credit," Carlton Fields (December 23, 2020)
- "Is the CARES Act Caring Enough?," Carlton Fields Webinar (June 23, 2020)
- "Federal Reserve Board Expands Main Street Lending Program," Carlton Fields (June 10, 2020)
- "Update on the Reserve Board's Main Street Program: Moves to Assist Larger Businesses," Carlton Fields (May 4, 2020)
- "New Funds Available Under the Small Business PPP and EIDL Programs ," Carlton Fields (April 24, 2020)
- "Federal Reserve Moves to Assist Larger Businesses," Carlton Fields (April 9, 2020)
- "Small Business Administration Loans Summary Under the CARES Act," Carlton Fields (March 31, 2020)
- "Who Is in Charge? A Pandemic Primer on Government Authority," Carlton Fields (March 25, 2020)

- "Florida Local Governments Cancel Public Hearings Due to Novel Coronavirus (COVID-19)," Carlton Fields (March 18, 2020)
- "COVID-19's Impact on Building and Development Permits," Carlton Fields (March 17, 2020)
- "Surtax in Gridlock – The Saga of Hillsborough County's Transportation Surtax Reaches the Florida Supreme Court," Carlton Fields (February 4, 2020)
- "Are You Lobbying? A Primer for Those Working With Local Government," Carlton Fields (July 26, 2019)
- "Hillsborough County Voters Pass Transportation Surtax – And Now It's June...," Carlton Fields (June 2019)
- "The Developing Climate: How Climate Change Affects the Development Industry," Carlton Fields Podcast (April 4, 2019).
- "Hillsborough County Voters Pass Transportation Surtax — What Happens Next?" Carlton Fields (November 8, 2018)
- "Florida Election Recounts – Again," Carlton Fields (November 2018)
- "Florida Voters Enact Automatic Restoration of Voting Rights for Floridians With Felony Convictions," Carlton Fields (November 2018)
- "Economic Incentive Applications and Florida's Public Records and Sunshine Law," Carlton Fields Client Article (May 10, 2016).
- "Key Economic Incentives for Businesses Considering a Florida Location," Carlton Fields Client Article (May 10, 2016).
- Co-Author, "Hillsborough County Adopts Mobility Fees, Ends Push for Transportation Sales Tax," Carlton Fields Client Alert (April 29, 2016).
- Co-Author, "Will Hillsborough County Adopt Mobility Fees in April?", Carlton Fields Client Alert (March 28, 2016).
- "Governor Signs Priority Legislation Amending Florida's Ethics Regulation & Campaign Finance Laws," Carlton Fields Client Alert (May 2, 2013).
- "Local Government Economic Development Property Tax Exemptions," Carlton Fields Web Article (November 8, 2012).
- "Florida Redistricting in 2012: The Political and Legal Drama," Carlton Fields Client Alert (June 4, 2012).
- "PACE (Energy Finance Districts) Now Enabled in Florida," Carlton Fields Client Alert (May 28, 2010).
- Chapter Author, "Florida Election Procedural and Legal Changes from 2000 to 2008: A Primer," America Votes! A Guide To Modern Election Law and Voting Rights [Supplement], Chapter Two (January 2009).

Speaking Engagements

- Co-developer of the Carlton Fields series "Community & Development" focused on unique issues facing the development industry (2018–present)

- "Ethical Considerations – Practical Tips for the Land Use Law Practitioner," CLE International (August 23, 2019)
- "Local Government Law," CLE International, Tampa, FL (March 3, 2017)
- "How the 'Sharing Economy' and Automation Will Change Our Real Estate World," ABA Section of Real Property, Trust, and Estate Law's 28th Annual Spring Symposia, Boston, MA (May 13, 2016)
- "Commercial Real Estate: Zoning and Land Use," ABA Section of Real Property, Trust, and Estate Law's Fundamentals of Commercial Real Estate Webinar Series (May 27, 2015)
- "Voter ID and Election Law: The Electoral Landscape in 2012," ABA Law Student Division's 2012 Fall Regional Circuit Meeting, Tampa, FL (September 29, 2012)
- "Florida Election Law Update," Plant City Bar Association, Plant City, FL (September 14, 2012)
- "Swamps & Sinkholes: An Ethics Update for Land Use and Environmental Lawyers, " Environmental and Land Use Law Section Annual Conference, Ponte Vedra Beach, FL (August 9-11, 2012)
- "May You Live in Interesting Times: Florida Land Use in 2012," Plant City Bar Association, Plant City, FL (June 8, 2012)
- "Funding and Legal Framework for Florida's Transportation Future," Florida American Planning Association Annual Conference, Tampa, FL (September 15, 2010)
- "Amendment 4 and Florida Election Law," The Florida Bar's Environmental and Land Use Law Section Annual Update, Ponte Vedra Beach, FL (August 13, 2010)
- "Due Diligence Investigations," Florida Legal Education Association's 2010 Real Estate Team Seminar, Tampa, FL (April 16, 2010)
- "Planning, Transit and Voting: Comprehensive Plans, Transit Oriented Development and Amendment 4," Pinellas County Economic Development Council Quarterly Meeting (January 21, 2010)
- "Making Brownfields Work on RCRA Permitted Sites," 12th Annual Florida Brownfields Conference and Exhibition, Tampa, FL (November 1–4, 2009)
- "Land Use Planning for Renewable Energy Generation: Integration into Development Projects," The Florida Bar's Environment and Land Use Law Section Annual Update, Amelia Island, FL (August 20–22, 2009)
- "Green Buildings, Not-So-Green Buildings, and Chinese Drywall," Hot Topics in Environmental Law, ABA Annual Meeting, Chicago, IL (August 1, 2009)
- "LULUs (Locally Unwanted Land Uses) – A Panel Discussion," ABA Annual Meeting, Chicago, IL (July 31, 2009)

Recognition

- Board Certified in City, County and Local Government Law by The Florida Bar (since 2005)
- AV Rated by Martindale-Hubbell
- Paul S. Buchman Award for Outstanding Legal Public Service from the City, County, and Local Government Law Section of The Florida Bar (2014)
- Judy Florence Memorial Outstanding Service Award from the Environmental and Land Use Law Section of The Florida Bar (2013)
- Chair's Award for Outstanding Service from the City, County, and Local Government Law Section of The Florida Bar (2006)

Professional & Community Involvement

- American Bar Association
  - Real Property, Trust, and Estate Law Section
    - Co-Chair, Corporate Sponsorship Committee (2019–present)
    - Liaison to Section of Environment, Energy, and Resources (2016–present)
    - Chair, Land Use and Environmental Group (2014–2016)
- American Bar Foundation
  - Life Fellow
- The Florida Bar
  - City, County, and Local Government Law Section
    - Chair (2011–2012)
    - Chair-Elect (2010–2011)
    - Secretary-Treasurer (2009–2010)
    - Executive Council (2002–present)
  - City, County, and Local Government Law Certification Committee (2013–2019)
    - Chair (2016–2017)
    - Vice Chair (2015–2016)
  - Environmental and Land Use Law Section
- Alpha Phi Omega – national co-ed community service fraternity (1990–present)
  - National Board of Directors (2016–present)
  - Mentors and teaches college students throughout the country on the value of community service and leadership development.
- National Association of Parliamentarians, Tampa Alpha Chapter
- Florida Association of Parliamentarians
- Westshore Alliance
  - Vice President (2021–2022)
  - Secretary (2020–2021)
  - Board of Directors (2010–present)
  - Executive Committee (2017–present)
- Hillsborough County Bar Association
- Leadership Westshore, Class of 2008
- Tampa Connection, Class of 2005
- Justice Teaching Volunteer – provides civics education for middle school children
  - Franklin Middle Magnet School/Boys Preparatory Academy (2007–present)
  - Ferrell Middle School/Girls Preparatory Academy (2016–present)
- Boy Scouts of America
  - Eagle Scout

- Assistant Den Leader, Pack 46, Tampa, Florida (2019–present)

Court Admissions

- Florida State Courts
- U.S. Court of Appeals, Eleventh Circuit
- U.S. District Court, Middle District of Florida
- U.S. District Court, Northern District of Florida
- U.S. District Court, Southern District of Florida

WM. CARY WRIGHT

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Cary Wright has extensive experience representing clients in construction disputes, including construction claims, construction liens, insurance coverage matters, risk management, bond claims, and other contract disputes. His engagements have involved bridges, convention centers, stadium projects, high-rise condominiums, highways, hospitals, and hotels.

Cary also has substantial experience in contract drafting and contract review including the preparation of owner-contractor agreements and contractor-subcontractor agreements. He also advised an aviation authority on its insurance program for a multibillion-dollar project. Cary is the recipient of The Florida Bar Construction Law Committee's 2014 Lifetime Achievement Award. He is also one of the few who is a fellow in both the American College of Construction Lawyers and the American College of Real Estate Lawyers. He serves on the Public/Private Partnership Committee in ACREL. He has also been elected as incoming chair-elect of the ABA Forum on Construction Law. Cary serves as chair of the Carlton Fields Construction Practice.

Credentials

Education:

- Stetson University College of Law (J.D., cum laude, 1990)
- University of Florida (B.S., with honors, 1985)

Admissions:

- Florida

One commenter remarked in *Chambers USA*, a leading guide to the legal profession, that he is "a great lawyer and highly respected by anyone in construction. He's worked very, very hard, having published, written and spoken on it. I can't say enough good things about him. He's a great and highly skilled lawyer."

Experience

- Lead trial counsel in the defense of a $110 million claim by a subcontractor against general contractor on a stadium project.
- Lead trial counsel in the defense of an $85 million defective construction and environmental claim against a subcontractor on a phosphate reservoir project.
- Lead trial counsel for joint venture on multiple lawsuits by trade contractors arising from the construction of an over $500 million convention center in which total claims exceeded $70 million.
- Defense and settlement of $27.8 million claim by mechanical contractor and subcontractor against general contractor, and prosecution against owner and design professional regarding the claim.
- Defense and settlement of $8.1 million claim by drywall subcontractor against general contractor.
- Defense and settlement of $5.7 million claim by control systems trade contractor against general contractor, and prosecution against owner and design professional regarding the claim.
- Defense of general contractor from $3.2 million claim by fire protection contractor, and prosecution against owner and design professional regarding the claim.

- Defended and settled multimillion-dollar suit by general contractor against developer.
- Represented general contractor in multimillion-dollar claim against owner/developer.
- Represented general contractor in multimillion-dollar claim against subcontractor.
- Represented condominium association in claims against developer and general contractor for defective construction and breach of statutory warranties.
- Obtained approximately $2 million settlement on behalf of residential homeowner against developer and property insurer.

Representative Cases

- *Harper Mech., LLC v. Hunt Constr. Grp., Inc.*, 23 So. 3d 772 (Fla. 5th DCA 2009).
- *Fed. Ins. Co. v. Sw. Fla. Ret. Ctr., Inc.*, 707 So. 2d 1119 (Fla. 1998).

Insights

- "The Benefit of a Force Majeure Clause During a Pandemic," *ActionLine Magazine* (Summer 2020)
- "CARES Act Provides Payment Protection and Potential Loan Forgiveness to Small Businesses," Carlton Fields (March 27, 2020)
- "Understanding the Key Employer Requirements of the Federal Families First Coronavirus Response Act," Carlton Fields (March 20, 2020)
- "Force Majeure and COVID-19 in the Construction Industry, " Carlton Fields (March 18, 2020)
- “Armed Carriage Laws: Are You Covered?”, *The Practical Lawyer* (August 2019)
- Co-Author, "Not All Additional Insured Endorsements Are Created Equal: Brief History of ISO’s Additional Insured Endorsements and 2013 Changes," Under Construction, ABA (August 2013).
- Co-Author, “Successfully Serving Two Masters: The Ethics of Joint Representation of Bond Sureties and Principals,” The Florida Bar Real Property, Probate & Trust Law Section, Construction Law Seminar (2012).
- Chapter Author, "Construction Insurance: A Guide for Attorneys and Other Professionals," American Bar Association Forum on the Construction Industry (2011).
- Co-Editor, "Construction Accounting: A Guide for Attorneys and Other Professionals," American Bar Association (2010).
- Co-Author, "Integration of, and Conflicts Between, Insurance Policies, Bonds, and Contract Clauses Provided by Contractors, Subcontractors, and Design Professionals," The Florida Bar Construction Law Institute (April 2010).
- "The Anatomy of the CGL Policy," CFMA Building Profits (January 2009).
- “AIA vs. Consensus Docs,” Greater Florida Associated General Contractors (March 2008).
- “2007 Changes to the AIA A201 General Conditions,” Tampa Bay Chapter of Construction Financial Management Association (March 2008).
- “Condominium Construction Issues in Florida – Insurance,” Lorman Education Services, Tampa, FL (March 2008).

- "Insurance: Commercial Liability, Builder's Risk and E & O Policies," Real Property Probate and Trust Law Section of The Florida Bar, Construction Law Board Certification Review Course (March 2008).
- "Expecting the Unexpected: Anticipating and Managing Key Risks to Successful Projects – Force Majeure Delays," The Construction Lawyer, Vol. 26, No. 4 (Fall 2006).
- "General Contractors, General Contractors – There is Coverage Under the CGL Policy for Defective Work Performed by a Subcontractor," Greater Florida Constructor (2005).
- "CGL Policy Coverage for Defective Work By A Subcontractor," LAWYER, Hillsborough County Bar Association, Vol. 16, No. 2 (October 2005).
- Co-Author, "Lien Documents and the Unlicensed Practice of Law," LAWYER, Hillsborough County Bar Association (September 2005).
- Co-Author, "Legislative Changes Impacting the Construction Industry: What You Need to Know," Greater Florida Constructor, 2003 Legislative Update (2004).
- "Section 725.06, Florida Statutes – A Must Know Statute," LAWYER, Hillsborough County Bar Association, Vol. 14, No. 6 (March 2004).
- "Force Majeure Clauses and the Insurability of Force Majeure Risks," The Construction Lawyer, Vol. 23, No. 4 (Fall 2003).
- "Florida's Indemnification Statute," The Associated General Contractors of Greater Florida, Inc., Vol. 37, Second Edition (February 2002).
- Co-Author, Insurance sections of "Florida Construction Law and Practice," The Florida Bar, Fourth Edition (2002).
- "Economic Loss Rule Does Not Bar Suit Against Professional Engineers for Negligence Even Though Damages Suffered Were Purely Economic In Nature and There Was No Privity of Contract (Practitioner's Note)," The Construction Contractor, Vol. 23, No. 24 (November 1999).
- "Practitioner's Note for Federal Ins. Co. v. The Southwest Florida Retirement Center, Inc.," The Construction Contractor, Vol. 22, No. 20. (August 1998).
- Co-Author, "Sick Building Syndrome and Building-Related Illness Claims: Defining the Practical and Legal Issues," The Construction Lawyer, Vol. 14, No. 4 (October 1994).

Speaking Engagements

- "Two-Day Construction Insurance Program," The Seminar Group (2020, 2019, 2018, 2017)
- "Florida Lien Law," Construction Financial Management Association Regional Conference (November 2019)
- "Lien Law Update," Construction Financial Management Association (May 2019)
- "Premises Liability," American College of Real Estate Lawyers (February 2019)
- "2017 Changes to the AIA Documents," Construction Financial Management Association (January 2018)
- "Construction Issues," 19th Annual Commercial Real Estate Institute, New York, NY (December 2017)

- "J.S.U.B. and Its Progeny: A Review of the Case Law, the Insurance Market's Response, and Steps Practitioners Should Know to Protect Their Clients," The Florida Bar Construction Law Institute (March 2017)
- "Insurance in the Construction Industry," The Florida Bar Construction Law Webinar (January 2017)
- "Key Issues and Provisions in Construction Contracts," 18th Annual Commercial Real Estate Institute, New York, NY (December 2016)
- "Top Six Risk-Shifting Provisions in Construction Contracts," CliftonLarsonAllen Surety Seminar, Tampa, FL (November 2016)
- "Practical Tips for Understanding Construction Insurance and Gaps in Coverage," The Florida Bar Construction Law Committee, Tampa and Orlando, FL (2016)
- "Florida's Lien Law," Construction Financial Management Association (August 2016)
- "AIA A201 General Conditions," AIA Contracts, Lorman Education Services, Sarasota and Tampa, FL (October 2014)
- "Condominium: Opportunities & Pitfalls – CGL Coverages and Waivers of Subrogation," The Seminar Group (September 2014)
- "Construction Lien Law Update," Construction Financial Management Association (May 2014)
- "Insurance and Coverage Issues - What You Need to Know," Hillsborough County Bar Association Construction Law Section (January 2014)
- "Construction Insurance," The Florida Bar Construction Law Certification Review Course (March 2013)
- "Legislative Update," Annual Legislative and Case Law Update, Real Property, Probate, and Trust Law Section of The Florida Bar (August 2012)
- "Construction Lien Law Update," Construction Financial Management Association (July 2012)
- "Construction Insurance," The Florida Bar Construction Law Certification Review Course (March 2012)
- "Legislative Update," Annual Legislative and Case Law Update, The Florida Bar Real Property, Probate, and Trust Law Section (August 2011)
- "Legislative Update," Tampa Bay Chapter of the Construction Financial Management Association (May 2011)
- "Insurance Coverage Issues Related to Chinese Drywall Claims," The Florida Bar Construction Law Institute (April 2011)
- "Construction Insurance," The Florida Bar Construction Law Certification Review Course (April 2011)
- "What's in a Form? A Closer Look at the More Significant Provisions Within the AIA and ConsensusDocs Standard Construction Contract Forms," Tampa Bay Chapter of the Construction Financial Management Association (September 23, 2010)
- "Construction Accounting," ABA Forum on Construction Law Annual Meeting (2010)
- "Integration of, and Conflicts Between, Insurance Policies, Bonds, and Contract Clauses Provided by Contractors, Subcontractors, and Design Professionals," The Florida Bar Construction Law Institute (April 2010)
- "Construction Insurance," The Florida Bar Construction Law Certification Review Course (April 2010)
- "Construction and Insurance Issues Related to Chinese-Sourced Drywall," Associated General Contractors Meeting (July 2009)
- "A201 General Conditions," AIA Contracts, Lorman Education Services, Tampa, FL (May 13, 2009)

- "Construction and Insurance Issues Related to Chinese-Sourced Drywall," ABA Forum on Construction Law (2009)
- "Construction Insurance," The Florida Bar Construction Law Certification Review Course (March 2009)
- "Strategies for Finding Coverage and Generating Payments From Insurance Carriers – Understanding the Anatomy of the Standard CGL Policy and Terms of the Builder's Risk, Professional Liability and OCIP Policies," The Florida Bar Construction Law Institute (March 2009)
- "Florida Lien Law," Tampa Bay Chapter of the Construction Financial Management Association (September 2008)
- "Do You Have as Much CGL Coverage as You Think?," Construction Financial Management Association Annual Conference & Exhibition (2008)
- "Condominium Construction Issues in Florida – Insurance," Lorman Education Services, Tampa, FL (March 2008)
- "Insurance: Commercial Liability, Builder's Risk, and E&O Policies," The Florida Bar Construction Law Certification Review Course (March 2008)
- "2007 Changes to the AIA A201 General Conditions," Tampa Bay Chapter of the Construction Financial Management Association (March 2008)
- "AIA vs. Consensus Docs," Associated General Contractors of Greater Florida Inc. (March 2008)
- "Seminar on Florida Construction Lien Law," Construction Financial Management Association (September 2007)
- "Anatomy of an Insurance Policy and Exclusions," Hillsborough County Bar Association Construction Law Section (September 2007)
- "AIA Contracts," Lorman Education Services, Tampa, Orlando, and Sarasota, FL (2007)
- Advanced Construction Law and Certification Review Course, The Florida Bar Real Property, Probate, and Trust Law Section (March 2007)
- "Florida Lien Law Seminar," Construction Financial Management Association (September 2006)
- "Basic Construction Law - Insurance and Bonds," The Florida Bar Real Property, Probate, and Trust Law Section (August 2006)
- "Force Majeure," ABA Teleconference CLE (June 2006)
- "Expecting the Unexpected: Anticipating and Managing Key Risks to Successful Projects – Force Majeure Delays," ABA Forum on Construction Law Midwinter Meeting, New York, NY (January 2006)
- "Chapter 713 and Other Payment Remedies," WCI Communities Inc. (October 2005)
- "Risk Mitigation and Recent Case Law Related to Changes in CGL Coverage," Construction Financial Management Association and Construction Management Association of America (August 2005)
- "Additional Insured Forms – Are You Covered?," Construction Financial Management Association (March 2005)
- The Florida Bar Construction Law Certification Review Course (March 2005)
- "Design/Build Contracts and Their Associated Risks," Construction Financial Management Association (July 2004)
- "Florida Construction Law: A Comprehensive Survey," The Florida Bar Continuing Legal Education Committee and the Real Property, Probate, and Trust Law Section (March 2004)
- Associated General Contractors of America's Construction Law and Lien Law Symposium (December 2003)

- "Mold in Construction," Southeast Building Conference (July 2003)
- "Force Majeure Clauses – An Evolving Risk Allocation Mechanism in the 21st Century," ABA Forum on Construction Law Annual Meeting, Boston, MA (May 2003)
- "Water Intrusion and Mold Claims in Florida," Sterling Education Services (May 2003)
- "Mold in Construction," Associated General Contractors of Greater Florida Inc. (May 2003)
- "Beating the Odds in the Claims Process," Construction Financial Management Association Annual Conference & Exhibition, Las Vegas, NV (2002), moderated a mock arbitration and presented a seminar on construction issues at the 2002 CFMA National Conference in Las Vegas

Recognition

- AV Rated by Martindale-Hubbell
- Lifetime Achievement Award, The Florida Bar Construction Law Committee (2014)
- *Who's Who Legal*, Construction (2020)
- *Who's Who Legal: Florida*, Construction (2020)
- *The International Who's Who of Construction Lawyers* (2012–2019)
- *The International Who's Who of Business Lawyers* (2013–2015)
- *The Best Lawyers in America*
  - Construction Law, Litigation – Construction (2008–2021)
  - Tampa "Lawyer of the Year"
    - Construction Law (2013–2014)
- *Chambers USA*, Band 1 (2007–2020)
- Florida Super Lawyers, *Super Lawyers Magazine* (2006–2020)
- Florida Legal Elite, *Florida Trend Magazine* (2007, 2011–2015)
- Annual Service Award, The Florida Bar Real Property, Probate, and Trust Law Section (2010)

Professional & Community Involvement

- American Bar Association
  - Forum on Construction Law
    - Chair-Elect (2020–2021)
    - Chair, Finance Committee (2018–2020)
    - Chair, Technology Committee (2015–2017)
    - Governing Committee (2012–2015)
    - Chair, Bonds, Liens, and Insurance Division (2008–2010)
    - Steering Committee of the Bonds, Liens, and Insurance Division (2004–2008)
    - Past Member and Young Lawyer Representative, Owners and Project Finance Division
- American Bar Foundation
  - Fellow (2015–present)
- American College of Construction Lawyers

  - Fellow (2019–present)
- American College of Real Estate Lawyers
  - Fellow (2017–present)
- The Florida Bar
  - Real Property, Probate, and Trust Law Section
    - Executive Committee (2017–present)
      - Co-Chair, Legislative Committee (2017–2018, 2020–2021)
      - Treasurer (2018–2019)
    - Construction Law Committee
      - Chair (2007–2009)
      - Co-Vice Chair (2005–2007)
    - Insurance and Surety Committee
      - Co-Chair (2011–2017)
      - Co-Vice Chair (2009–2011)
    - Co-Founder and Chair, The Florida Bar Construction Law Institute (2010–2012)
    - Co-Editor-in-Chief of *ActionLine*, circulation of more than 11,000 (2016–2017)
- Hillsborough County Bar Association
  - Co-Chair, Construction Law Section (2005–2007)
  - Articles Editor, Construction Law Section (2003–2005)
- Museum of Science and Industry
  - Advisory Board (2013–2014)
- Associated General Contractors of Greater Florida Inc.
  - Advisory Committee (2005–2016)
- Construction Financial Management Association
  - Tampa Bay Chapter, Board of Directors (1992–present)
  - National Conference Planning Task Force (2001–2010)
- The Federalist Society, Tampa Bay Lawyers Chapter
  - Vice President (1998–2004)
- Cary has served, or serves, in various capacities at Bell Shoals Baptist Church, as chairman of Deacons, nominating committee member, chairman of the finance committee, treasurer, and trustee.

Court Admissions

- Florida State Courts
- Florida Supreme Court
- U.S. Court of Appeals, Eleventh Circuit
- U.S. Court of Appeals, Fifth Circuit
- U.S. District Court, Middle District of Florida

- U.S. District Court, Northern District of Florida
- U.S. District Court, Southern District of Florida
- U.S. Supreme Court

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*practising through a professional corporation

Areas of Expertise

Procurement | Corporate/Commercial | Mining | Energy | Power | Infrastructure and Projects | United States

Education

1980, LLB, University of Ottawa

1977, BA, University of Toronto

Jurisdictions

Roll of Solicitors of England and Wales , 2005 | Alberta, 1985 | Ontario, 1982

Language

English

Brian Kelsall's practice is focused on project finance and infrastructure development, banking and corporate finance and public private partnerships in Canada, the United States and emerging markets.

Regularly advising lenders, developers, contractors and procuring authorities, Brian has acted for clients across the infrastructure, telecom, energy, oil and gas, and mining sectors. He has advised the winning consortium on numerous P3 projects, including the US 36 Express Lanes/Bus Rapid Transit Project, the Pennsylvania Bridges Project, the State Street Redevelopment Project (Indiana) and Merced Campus (UC) Project (CA). He also advised the Federal Government and procuring authorities on the Gordie Howe International Crossing linking Canada and the U.S., and advised the Federal Government on its Communications Security Establishment Canada Long Term Accommodation Project (CSEC).

Regularly assisting with international project finance transactions, Brian acted for European Bank for Reconstruction and Development (EBRD) and other international financial institutions on the project financing for Mobifon S.A. in Romania, at the time the largest private sector financing in Romania. He has also advised on multiple telecom projects across Eastern and Central Europe.

Brian's expertise in project finance and banking law has been recognized by leading legal publications including, The Lexpert/American Lawyer Guide to the Leading 500 Lawyers in Canada, Best Lawyers, Who's Who Legal, Euromoney's "Best of the Best", Chambers Canada and the International Financial Law Review.

Client Work

- Caisse de Dépôt et Placement du Québec acquires Plenary Americas
  Advised Caisse de dépôt et placement du Québec
  Represented Caisse de Dépôt et Placement du Québec ("CDPQ") in acquiring Plenary Americas, a leading investor, developer, and operator of public infrastructure in North America.

- Wataynikaneyap Power Announces Financial Close and Issues Notice to Proceed on Wataynikaneyap Power Transmission Project
  Advised Ontario Ministry of Energy, Northern Development and Mines
  Advised Ontario Ministry of Energy on its $1.34 Billion loan in respect of the Wataynikaneyap Power Transmission Project

- Windsor-Detroit Bridge Authority achieves financial close Gordie Howe International Bridge Project
  Advised Windsor-Detroit Bridge Authority
  Advised the Windsor-Detroit Bridge Authority and Her Majesty the Queen in Right of Canada in connection with the Gordie Howe International Bridge Project.

- Centre for Addiction and Mental Health's US$685 million Queen Street redevelopment project
  Advised Various
  Advised the funders including both the banks and bondholders in the Centre for Addiction and Mental Health's US$685 million Queen Street redevelopment project.

- Mackenzie Vaughan Hospital project reaches financial close
  Advised Various Clients
  Advised the lenders in the financial close of the Mackenzie Vaughan Hospital project for C$428 million.

Presentations

- **10th Annual Canadian Infrastructure Finance Forum**
  Infrastructure & Public-Private Partnerships (PPP/P3), Whistler, July 8, 2015

Rankings and Awards

- *Legal 500* 2019-2021 Recognized nationwide as a Leading Individual in Infrastructure Projects
- *Chambers Canada* 2016-2021 Recognized nationwide in Project Finance
- *IFLR 1000* 2014-2021 Recognized nationwide as Highly regarded in Project Finance
- *Chambers Global* 2011-2021 Recognized nationwide in Canada in Project Finance
- *The Best Lawyers in Canada* 2006-2021 Recognized in Banking and Finance Law and Project Finance Law in Toronto
- *The Best Lawyers in Canada* 2020 Recognized as Lawyer of the Year for Project Finance Law in the 2020 edition of The Best Lawyers in Canada
- *Lexpert* 2015-2020 Recognized in the Canadian Legal Lexpert Directory as Most Frequently Recommended in Infrastructure Law
- *Lexpert* 2014-2020 Recognized in the Canadian Legal Lexpert Directory in Banking & Financial Institutions
- *Lexpert* 2010-2020 Recognized in the Canadian Legal Lexpert Directory as Most Frequently Recommended in Project Finance
- *Who's Who Legal Canada* 2017-2019 Recognized by Who's Who Legal Canada for Government Contracts
- *Lexpert/American Lawyer Guide to the Leading 500 Lawyers* 2017-2019 Recognized for Project Finance
- *Chambers Canada* 2016-2019 Recognized nationwide in Projects PPP & Infrastructure
- *Who's Who Legal Canada* 2014-2019 Recognized by Who's Who Legal Canada for Project Finance
- *The Legal 500 Canada* 2014-2018 Recognized for Banking and Finance and as a "Leading Lawyer" for Infrastructure and Projects
- *Who's Who Legal* 2016 Recognized by Whos Who Legal for Government Contracts
- *Advised IJGlobal Americas* 2016 Advised on IJGlobal Americas 2016 North America Social Infrastructure Deal of the Year for UC Merced

- *Lexpert® Guide to the Leading US/Canada Cross-Border Corporate Lawyers* 2015 Recognized for Banking and Project Financing
- *IJGlobal Americas* 2015 Advised on three IJGlobal Americas 2015 Deal of the Year Transactions
- *Who's Who Legal Canada* 2014-2015 Recognized by Who's Who Legal Canada for Public Procurement
- Recognized by Who's Who Legal 100 for Project Finance and Public Procurement
- *Lexpert® Guide to the Leading US/Canada Cross-Border Corporate Lawyers* 2014 Recognized for Project Finance and Banking & Financial Institutions
- *Chambers Global* 2011-2014 Recognized for Banking and Finance
- *Legal Experts* 2011 Recognized by UK Legal Experts for Projects, Energy and Natural Resources
- *Legal Experts* 2010-2011 Recognized by Legal Experts as authority in Projects, Energy and Natural Resources

Memberships and Affiliations

- Member, Canadian Bar Association
- Member, Ontario Bar Association
- Member, Law Society of Upper Canada
- Member, Law Society of England and Wales
- Member, International Bar Association

ELLA PLOTKIN*

PARTNER | LEADER, GLOBAL INFRASTRUCTURE & PROJECTS

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Areas of Expertise

Corporate/Commercial | Mining | Energy | Power | Infrastructure and Projects | United States

Education

1993, MBA, McGill University

1993, LLB, McGill University

1990, BSc, Concordia University

Jurisdictions

Roll of Solicitors of England and Wales , 2005 | Ontario, 1995

Languages

English | Russian | Hebrew

Ella Plotkin is the Leader of the firm's Global Infrastructure & Projects Group. Her practice focuses on project finance and development, banking, corporate finance and public private partnerships. With considerable experience in infrastructure development and finance, Ella's expertise spans Canada and the U.S. as well as emerging markets.

Regularly advising lenders, developers and contractors, Ella assists clients with all aspects of projects and project finance in the infrastructure, energy, telecom and natural resource sectors. Ella has advised the winning consortium on P3 projects including the US36 Express Lanes/Bus Rapid Transit Project, the Pennsylvania Bridges Project, the State Street Redevelopment Project (Indiana) and Merced Campus (UC) Project (CA). She also advised the lenders to the winning consortium on the Waterloo Light Rail Project, and the Eglinton Crosstown LRT Project as well as other numerous civil infrastructure and social infrastructure projects across Canada and the U.S.

Ella also has experience advising on international project finance transactions. She acted in the largest private sector financing to date in Romania (Mobifon S.A. – mobile GSM network.), the financing of the

development of an oil and gas project in India by an international financial institution, and the financing by other international financial institutions of the development of an oil terminal in Georgia, a mine development in Turkey, multiple mobile GSM projects in Eastern and Central Europe, and a major eucalyptus pulp mill in Uruguay. She also advised participants in respect of projects in connection with the 2500 MW clean energy RFP issued by the Ontario Ministry of Energy, and has advised lenders and borrowers on a wide variety of secured transactions. Ella is a member of the steering committee for Women in Energy Canada (WIECan).

A recognized leader in the area of project finance, Ella has been ranked by *Chambers Canada, Chambers Global, IFLR 1000, Who's Who Legal* and by *Legal 500 Canada*.

Client Work

- Wataynikaneyap Power Announces Financial Close and Issues Notice to Proceed on Wataynikaneyap Power Transmission Project
  Advised Ontario Ministry of Energy, Northern Development and Mines
  Advised Ontario Ministry of Energy on its $1.34 Billion loan in respect of the Wataynikaneyap Power Transmission Project

- Windsor-Detroit Bridge Authority achieves financial close Gordie Howe International Bridge Project
  Advised Windsor-Detroit Bridge Authority
  Advised the Windsor-Detroit Bridge Authority and Her Majesty the Queen in Right of Canada in connection with the Gordie Howe International Bridge Project.

- Windsor-Essex Parkway refinancing valued at C$1.4 billion
  Advised lenders and hedge providers in connection with the Windsor-Essex Parkway project
  Advised the lenders and hedge providers in connection with the Windsor-Essex Parkway project, valued at C$1.4 billion.

- Winning Consortium, led by Plenary Group in CAMH Phase 1C Development PPP Project
  Advised Plenary Group
  Advised the lenders to the winning Consortium (led by Plenary Group) in connection with the CAMH Phase 1C Development PPP Project.

- Centre for Addiction and Mental Health's US$685 million Queen Street redevelopment project
  Advised Various
  Advised the funders including both the banks and bondholders in the Centre for Addiction and Mental Health's US$685 million Queen Street redevelopment project.

Rankings and Awards

- *Chambers Canada* 2016-2021 Recognized nationwide in Project Finance
- *The Legal 500 Canada* 2014-2021 Recognized nationwide as a Leading Individual in Infrastructure Projects
- *IFLR 1000* 2014-2021 Recognized nationwide as Highly regarded in Project Finance
- *Chambers Global* 2012-2021 Recognized nationwide in Canada in Project Finance
- *Lexpert* 2020 Recognized in the Canadian Legal Lexpert Directory in Project Finance
- *Lexpert* 2018-2020 Recognized in the Canadian Legal Lexpert Directory in Infrastructure Law
- *Chambers Canada* 2016-2019 Recognized nationwide in Projects PPP & Infrastructure
- *Chambers Global* 2014-2019 Recognized for Project Finance
- *Canadian Legal Lexpert Directory* 2013-2018 Recognized for Project Finance
- *Who's Who Legal Canada* 2014-2017 Recognized for Project Finance
- *IJGlobal Americas* 2016 Advised on IJGlobal Americas 2016 North America Social Infrastructure Deal of the Year for UC Merced
- *Lexpert Canada's Leading Energy Lawyers* 2016 ROB/Lexpert Canada's Leading Energy Lawyers
- *IJGlobal Americas* 2015 Advised on three IJGlobal Americas 2015 Deal of the Year transactions
- *Who's Who Legal 100* 2014-2015 Recognized for Project Finance

Memberships and Affiliations

- Member, Canadian Bar Association
- Member, Ontario Bar Association
- Member, Law Society of Upper Canada
- Member, Law Society of England and Wales
- Member, International Bar Association
- Member, Steering Committee for Women in Energy Canada (WIECan)

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Areas of Expertise

Corporate/Commercial | Political Law | Infrastructure and Projects

Education

2018, ICD.D, Institute of Corporate Directors (Institute-certified Director)

2001, LLM, Osgoode Hall Law School at York University

1995, LLB, University of Toronto

1992, B Comm, University of Toronto

Jurisdictions

New York, 2006 | Ontario, 1997

Language

English

Sean Morley's practice is focused on project finance, public private partnerships and infrastructure development, with experience spanning Canada and the U.S. He also advises clients and organizations on ethically interacting with government.

Regularly assisting lenders, developers and contractors, Sean provides counsel on all aspects of projects and project finance in the infrastructure sector. Sean has advised the winning consortium on numerous P3 projects, including the US 36 Express Lanes/Bus Rapid Transit Project, the Pennsylvania Bridges Project, the State Street Redevelopment Project (Indiana) and Merced Campus (UC) Project (CA). He also advised lenders to the winning consortium on the Waterloo Light Rail Project, and the Eglinton Crosstown LRT Project. Other recent transactions include advising the lenders on the Humber River Regional Hospital Project, the Pan Am Athletes Village Project, the Quinte Courthouse Project, and the Windsor Essex Highway Project. He also advised equity investors in the Ontario Provincial

Police Modernization Project and the Forensic Services and Coroner's Complex Project, and the lenders in Partnerships BC's Surrey Pretrial Centre Project.

Sean's expertise also extends to Ontario's and Canada's lobbying reporting laws, election laws and campaign finance laws.

Client Work

- Windsor-Detroit Bridge Authority achieves financial close Gordie Howe International Bridge Project

  Advised Windsor-Detroit Bridge Authority

  Advised the Windsor-Detroit Bridge Authority and Her Majesty the Queen in Right of Canada in connection with the Gordie Howe International Bridge Project.

- Winning Consortium, led by Plenary Group in CAMH Phase 1C Development PPP Project

  Advised Plenary Group

  Advised the lenders to the winning Consortium (led by Plenary Group) in connection with the CAMH Phase 1C Development PPP Project.

- Centre for Addiction and Mental Health's US$685 million Queen Street redevelopment project

  Advised Various

  Advised the funders including both the banks and bondholders in the Centre for Addiction and Mental Health's US$685 million Queen Street redevelopment project.

- Mackenzie Vaughan Hospital project reaches financial close

  Advised Various Clients

  Advised the lenders in the financial close of the Mackenzie Vaughan Hospital project for C$428 million.

- Stoney CNG transit bus garage and storage facility reaches financial close at C$174 million

  Advised Various Clients

  Advised the lenders on the C$174 million transaction with Stoney CNG transit bus garage.

Presentations

- **New Ontario Lobbying Rules - Are You Compliance Ready?**

  Government Ethics, Transparency and Political Law, Toronto, June 1, 2016

- **Lobbyist Registration and Lobbying Legal Compliance - 2016 Update**

  Government Ethics, Transparency and Political Law, Toronto, March 23, 2016

- **Lobbyist Registration and Legal Compliance - Keeping Pace with Changing Rules**
  Government Ethics, Transparency and Political Law, Toronto, February 12, 2015
- **Lobbyist Registration and Legal Compliance - Keep Your Government Relations on the Right Side of the Law**
  Canadian Lobbying Law Seminar (Fasken Martineau Institute), Toronto, April 10, 2014
- **Lobbyist Registration and Legal Compliance - Keeping Up with the Changing Rules**
  Fasken Martineau Institute, Multiple Offices, November 8, 2012

Publications

- **The Name's Bonds, Canadian Bonds**, Partnership Bulletins, March 5, 2013
- **Complying with Ontario's Lobbyists Registration Act: Issues Facing Organizations, Partnerships and Corporations Who Communicate with the Government of Ontario**, Government Relations and Ethics Bulletin, November 18, 2009
- **Fasken Martineau Provides Overview of 2009 Federal Budget**, January 27, 2009

Rankings and Awards

- *IJGlobal Americas* 2016 Advised on IJGlobal Americas 2016 North America Social Infrastructure Deal of the Year for UC Merced
- *IJGlobal Americas* 2015 Advised on three IJGlobal Americas 2015 Deal of the Year transactions

Community Involvement

- Director, University Club Toronto
- Director and Chairman, Pollution Probe Foundation
- Director, Toronto Port Authority (2008-2017)
- Chair of Governance and Human Relations Committee, Toronto Port Authority (2009-2017)

Memberships and Affiliations

- Member, Canadian Bar Association

- Member, Ontario Bar Association
- Member, American Bar Association

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Areas of Expertise

Corporate/Commercial | Infrastructure and Projects

Education

2006, JD, Queen's University

1998, BA, Economics and Political Science, McGill University

Jurisdiction

Ontario, 2007

Language

English

Marc Lefler practices in the area of banking and finance law. With a focus on corporate and commercial lending transactions, either syndicated or bilateral, Marc also assists with project finance transactions, corporate finance and public private partnerships.

A significant portion of Marc's practice has been in Canadian infrastructure development and finance. He regularly advises lenders, developers and contractors on all aspects of infrastructure projects.

Marc summered and articled with the firm, and was seconded to GrowthWorks Capital Ltd. Prior to his legal career, Marc was a Business and Legal Affairs Associate at Serendipity Point Films.

Client Work

- Wataynikaneyap Power Announces Financial Close and Issues Notice to Proceed on Wataynikaneyap Power Transmission Project

  Advised Ontario Ministry of Energy, Northern Development and Mines

Advised Ontario Ministry of Energy on its $1.34 Billion loan in respect of the Wataynikaneyap Power Transmission Project

- Windsor-Detroit Bridge Authority achieves financial close Gordie Howe International Bridge Project

  Advised Windsor-Detroit Bridge Authority

  Advised the Windsor-Detroit Bridge Authority and Her Majesty the Queen in Right of Canada in connection with the Gordie Howe International Bridge Project.

- Windsor-Essex Parkway refinancing valued at C$1.4 billion

  Advised lenders and hedge providers in connection with the Windsor-Essex Parkway project

  Advised the lenders and hedge providers in connection with the Windsor-Essex Parkway project, valued at C$1.4 billion.

- Winning Consortium, led by Plenary Group in CAMH Phase 1C Development PPP Project

  Advised Plenary Group

  Advised the lenders to the winning Consortium (led by Plenary Group) in connection with the CAMH Phase 1C Development PPP Project.

- Centre for Addiction and Mental Health's US$685 million Queen Street redevelopment project

  Advised Various

  Advised the funders including both the banks and bondholders in the Centre for Addiction and Mental Health's US$685 million Queen Street redevelopment project.

Rankings and Awards

- *IJGlobal Americas* 2016 Advised on IJGlobal Americas 2016 North America Social Infrastructure Deal of the Year for UC Merced
- *IJGlobal Americas* 2015 Advised on three IJGlobal Americas 2015 Deal of the Year transactions

Memberships and Affiliations

- Member, Law Society of Upper Canada
- Member, Canadian Bar Association
- Member, Ontario Bar Association

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Areas of Expertise

Corporate/Commercial | Banking & Finance | Energy | Infrastructure and Projects

Education

2019, JD, University of Windsor

2019, JD, University of Detroit Mercy

2015, HBA, International Relations, University of Toronto

Jurisdiction

Ontario, 2020

Languages

English | Hindi | Urdu | Punjabi

Aaina Grover is an associate in the firm's Global Infrastructure & Projects Group. Her practice focuses on infrastructure development, energy and project finance in Canada and the U.S. Aaina is now working as part of the team advising Infrastructure Ontario and Metrolinx on the Ontario Line Subway project.

Aaina has assisted in the development of large scale and small-scale infrastructure projects in Canada and the U.S.

Aaina received her Canadian JD from the University of Windsor and American JD from the University of Detroit Mercy School of Law. During law school, she participated in two competitive moots and was president of the International Law Society. In her final directed research paper, Aaina explored the differences in how the U.S. and Canada monetize tax incentives to finance renewable energy projects.

Prior to joining the Firm, Aaina summered and articled at a major international law firm.

Memberships and Affiliations

- Member, Law Society of Ontario, (2020 – present)
- Member, Canadian Bar Association, (2019 – present)
- Member, Ontario Bar Association, (2019 – present)
- Member, Young Professionals in Energy, (2020 – present)

Addendum 1 – Fasken Representative Transactions

Below is a partial list of relevant experience. This list does not include all the infrastructure and PPP projects on which we have acted. Information on additional projects can be provided.

Note that the individual members of the team identified for this Project have acted on all the projects listed below, i.e. this is not general firm experience, but rather the experience of the named team.

We have divided the list according to (i) successfully closed transactions and (ii) unsuccessful bids identifying in each case whether our role was on behalf of the concessionaire/ consortium, lenders or authority.

Successfully Closed Transactions

- **Ontario Line Subway (Ontario, ongoing)** – Authority Counsel – Counsel to Infrastructure Ontario and Metrolinx in the ongoing Ontario Line Project in Toronto, it is the largest urban subway/rail transit project in North America.
- **Gordie Howe International Crossing (Federal)** – Authority Counsel – Counsel to the Government of Canada in the ongoing Gordie Howe International Crossing Project which consists of the construction on a PPP-basis of a new publicly-owned bridge crossing between Windsor, Ontario, and Detroit, Michigan. The project includes a bridge, Canadian and US inspection plazas, and an interchange with Interstate-75, and is structured with availability payments, with toll revenue risk being accepted by the Authority. **Lexpert's 2018 Deal of the Year, Infrastructure Journal Global 's North America's Road Deal of the Year for 2018 and Project Finance International America's Transport Deal of the Year for 2018.**
- **Communications Security Establishment Canada (Federal)** – Authority Counsel – Advised the Government of Canada for the Long Term Accommodation project, a high security facility for Communications Security Establishment Canada (bond financing).
- **McGill University Health Centre (Québec)** – Authority Counsel – Advised Infrastructure Québec in the development of McGill University Health Centre's new Glen Campus.
- **Centre Hospitalier de l'Université de Montréal (Québec)** – Authority Counsel – Advised Infrastructure Québec in the development of the $470 million public-private partnership for the development of Hôtel-Dieu Hospital, the Notre-Dame Hospital and the Saint-Luc Hospital.
- **Long-term care home in Montérégie (Québec)** – Authority Counsel – Advised the Québec public-private partnerships agency with respect to a long-term care home being developed as a public-private partnership on a DBFO basis.
- **Highway A-25 (Québec) – Authority Counsel** – Advised the Bureau de la mise en oeuvre du partenariat public-privé, the office of the Ministry of Transportation of Québec responsible for road infrastructure P3s, with respect to the extension of Highway A-25 and related toll bridge infrastructure on a public-private partnership basis. **Won Deal of the Year awards in 2007 from both the Canadian Council for Public Private Partnerships and Euromoney.**

- **Highway 407 (Ontario)** – Authority Counsel – Co-counsel to the Privatization Secretariat of the Province of Ontario. With sale proceeds in excess of $3.1 billion, this was the largest privatization in Canadian history. **The Highway 407 Project won Deal of the Year awards in 1999 from each of The Canadian Council for Public Private Partnerships, Project Financial International, and Investment Dealers' Digest.**
- **Eglinton Crosstown LRT (Ontario)** – Lenders' Counsel – Advised the lenders to the winning consortium (hybrid bank/bond financing). **IJ Global 2015 North American Rail Deal of the Year.**
- **Waterloo Light Rail Transit (Ontario)** – Lenders' Counsel – Advised the lenders financing the $818 million project to design, build, finance, operate and maintain a 19 km LRT system and a 17 km bus rapid transit network through Cambridge, Kitchener and Waterloo. **IJ Global Best Transportation Deal Award (hybrid bank/bond financing).**
- **Regina Bypass (Saskatchewan)** – Lenders' Counsel – Advised the lenders to the winning consortium (in a hybrid bank/bond financing) on the Regina Bypass Project.
- **Belle Chasse Bridge & Tunnel Replacement Project (Louisiana**) – Consortium Counsel – Counsel to winning consortium on a project to replace a moveable bridge and tunnel.
- **Miami-Dade County Civil and Probate Courthouse (Florida)** – Consortium Counsel – Counsel to winning consortium on a project to develop a Civil and Probate Courthouse.
- **Energy Services Acquisition Program (ESAP) / Energy Service Modernization (ESM) Project** - Lenders' Counsel (Federal) - Advised the lenders to the winning consortium (bank financing).
- **Abbotsford Law Courts (British Columbia) - Lenders'** Counsel - Advised the lenders to the winning consortium on the Abbotsford Law Courts Project.
- **Gatineau 2 Project - National Archives Facility (Federal**) - Lenders' Counsel - Advised the lenders to the winning consortium on the Gatineau 2 Project
- **Corner Brook Long Term Care Facility (Newfoundland)** - Lenders' Counsel - Advising the Lenders to the winning consortium.
- **Corner Brook Acute Care Hospital (Newfoundland**) – Lenders' Counsel – Advised the lenders to the winning consortium (in a hybrid bank/bond financing).
- **Regional Express Rail Highway 401 Rail Tunnel Project (Ontario**) - Consortium Counsel - Counsel to winning consortium on a rail grade separation project along the rail corridor in the Greater Toronto Area.
- **University of California Merced 2020 (California**) – Consortium Counsel – Counsel to winning consortium on a project to develop the University of California, Merced. **IJ Global 2016 North American Social Infrastructure Deal of the Year; P3 Awards Best Social Infrastructure Project**
- **Indiana State Street Redevelopment (Indiana**) – Consortium Counsel – Counsel to winning consortium on a project to redevelop the lands and roadways at Purdue University.
- **CAMH Phase IC Redevelopment (Ontario)** – Lenders' Counsel – Advised the lenders to the winning consortium (in a hybrid bank/bond financing) on the CAMH Phase IC Redevelopment Project.

- **Mackenzie Vaughn Hospital (Ontario**) – Lenders' Counsel – Advised the lenders to the winning consortium (in a hybrid bank/bond financing) on the Mackenzie Vaughn Hospital Project.
- **Pennsylvania Bridges Replacement (Pennsylvania)** – Consortium Counsel – Counsel to winning consortium (Plenary/Walsh) on a project to redevelop over 500 bridges in Pennsylvania. The financing involved the largest PABs issuance to date on a US P3 project. **IJ Global 2015 PPP Deal of the Year; P3 Bulletin Transport Project of the Year.**
- **Disraeli Bridge and Overpass (Manitoba)** – Lenders' Counsel – Advised the lenders in respect of the DBFM project for the Disraeli Bridge and Overpass spanning the Red River in Winnipeg, Manitoba (hybrid bank/bond financing).
- **US 36 Managed Lanes (Colorado)** – Concession Counsel – Counsel to the winning consortium (Plenary/Granite Ames/Transfield) for this toll road PPP project between Denver and Boulder, Colorado. The financing involved a combination of TIFIA financing, PABs issuance and subordinated debt.
- **Winnipeg Southwest Rapid Transitway Project (Manitoba)** – Lenders' Counsel – Advised the lenders to the winning consortium (in a hybrid bank/bond financing) on the Winnipeg Southwest Rapid Transitway Project.
- **South Fraser Perimeter Road Project (British Columbia)** - Lenders' Counsel - Advised the lenders on the refinancing of the South Fraser Perimeter Road Project (bond financing). **IJ Global "Refinancing Deal of the Year".**
- **Billy Bishop Terminal City Airport (Ontario)** – Lenders' Counsel – Advised the lenders financing the $1 billion plus acquisition (through a PPP model) of the Billy Bishop Terminal City Airport (bank financing).
- **401 Tunnel (Ontario)** - Lenders' Counsel - Advising the lenders to the winning consortium on this DBF project.
- **Windsor-Essex Parkway (Ontario)** – Lenders' Counsel – Advised the international syndicate of lenders on the Windsor-Essex Parkway Project, the largest single highway investment in Ontario's history (bank financing), as well as the private-placement take out financing thereof.
- **Ontario Highway Service Centres (Ontario)** – Lenders' Counsel – Advised the lenders in respect of the Ontario Highway Service Centres Project to design, build, and finance 23 existing highway service centres across Ontario (bank financing).
- **Réseau Express Métropolitain de Montréal LRT (Québec)** – Public Funder Counsel – Advised a public funder on the P3 67 KM LRT project, spanning 24 stations, along Highway 40 route to the West Island.
- **Stoney Transit Facility (Alberta) – Lenders' Counsel** – Advised the lenders to the winning consortium (in a hybrid bank/bond financing) on the Stoney Transit Facility Project.
- **East Rail Maintenance Facility (Ontario) – Lenders' Counsel** – Advised the lenders in respect of the East Rail Maintenance Facility project, a new maintenance and storage facility in Whitby, Ontario for the storage, maintenance and service of GO Transit trains (hybrid bank/bond financing).
- **Milton Hospital (Ontario) – Lenders' Counsel** – Advised the lenders in respect of the Milton District Hospital Redevelopment project (hybrid bank/bond financing).

- **Humber Hospital (Ontario)** – Lenders' Counsel – Advised the lenders in respect of the Humber River Regional Hospital New Acute Care Facility project, a new health care facility on a greenfield site in Toronto, Ontario (hybrid bank/bond financing).
- **Swift Current Care Facility (Saskatchewan) – Lenders' Counsel** – Advised the lenders on the new long-term care facility which will replace three existing long term facilities in Swift Current, Saskatchewan (bond financing).
- **Regina Revitalization Initiative Stadium (Saskatchewan)** – Lenders' Counsel – Advised the lenders in respect of the Regina Stadium development project (bank financing).
- **Humber College Expansion (Ontario)** – Lenders' Counsel – Advised the lenders in respect of the Humber College Expansion project (bank financing).
- **Peel Memorial Hospital (Ontario)** – Lenders' Counsel – Advised the lenders in respect of this hospital development (bond financing).
- **McMaster Children's Health Centre (Ontario)** – Lenders' Counsel – Advised the lenders in respect of the McMaster Children's Health Centre project (bank financing).
- **Drivers' Examination Services (Ontario)** – Lenders' Counsel – Advised the lenders in respect of the Drivers' Examination Services project, a service only based PPP that provided for the grant of a 10-year licence to deliver driver examination services in Ontario (bank financing).
- **PAN/PARAPAN American Games Athletes' Village (Ontario)** – Lenders' Counsel – Advised the lenders on the financing of the PanAm Games Athletes' Village Project (bank financing).
- **Quinte Consolidated Courthouse (Ontario)** – Lenders' Counsel – Advised the lenders in respect of the Quinte Consolidated Courthouse project, a new courthouse in Belleville, Ontario (bank financing).
- **Surrey Pretrial Services Centre Expansion (British Columbia) –** Lenders' Counsel – Advised the lenders in respect of the Surrey Pretrial Services Centre Expansion project, a high-security, state-of-the-art 216-cell expansion to the existing Surrey Pretrial Services Centre located in Surrey, British Columbia (bank financing).
- **St. Joseph's Hospital Hamilton (Ontario) –** Lenders' Counsel – Advised the lenders in respect of the St. Joseph's Healthcare Hamilton project, a mental health and addiction hospital in Hamilton, Ontario (bond financing).
- **South West Detention Centre (Ontario) –** Counsel to an equity investor – Advised an equity investor in respect of the South West Detention Centre project, a maximum security correctional facility in Windsor, Ontario (hybrid bank/bond financing).
- **Thunder Bay Courthouse (Ontario) –** Lenders' Counsel – Advised the lenders in respect of the Thunder Bay Consolidated Courthouse project, a state-of-the-art facility bringing two existing courthouses into one building in Thunder Bay, Ontario (hybrid bank/bond financing).
- **Bridgepoint Hospital (Ontario)** – Lenders' Counsel – Advised the lenders in respect of the Bridgepoint Hospital project. This project (along with Niagara Health System noted below) reached financial close subsequent to the collapse of the financial markets and reaffirmed the recovery of the PPP market in Canada (hybrid bank/bond financing).

- **Niagara Health System (Ontario)** – Lenders' Counsel – Advised the lenders on the financing of this project. This was the first PPP project in Canada to reach financial close subsequent to the collapse of the financial markets (hybrid bank/bond).

- **Alberta Schools I (Alberta) –** Lenders' Counsel – Advised the lenders on this project, which was awarded the **North American Social Infrastructure Deal of the Year Award by Project Finance magazine in 2008 (hybrid bank/bond financing). New Adult Mental Health & Addictions Facility Project** - Advised the funders in relation to the design, construction, financing and maintenance of the New Adult Mental Health & Addictions Facility in St. John's, Newfoundland and Labrador.

- **Regional Express Rail Davenport Diamond Project** - Advised Graham Capital Partners in relation to the design, construction and financing of the Davenport Diamond Rail Grade Separation Project.

Unsuccessful Bids

- **Halton Region Consolidated Courthouse (Ontario)** - Lenders' Counsel - Advised the lenders to an unsuccessful short-listed consortium in respect of this project.

- **Hurontario LRT (Ontario) - Lenders' Counsel** - Advised the lenders to an unsuccessful short-listed consortium in respect of this project.

- **West Park Healthcare Centre Hospital Development (Ontario)** - Lenders' Counsel - Advised the lenders to an unsuccessful short-listed consortium in respect of this project.

- **I-75 (Michigan) - Consortium Counsel** - advised an unsuccessful consortium in respect of its intended bid for this Project.

- **Indianapolis Courthouse (Indiana)** - Lenders' Counsel - Advised the lenders to an unsuccessful short-listed consortium in respect of this project.

- **Southwest Calgary Ring Road (Alberta)** – Lenders' Counsel – Advised the lenders to an unsuccessful short-listed consortium in respect of this project.

- **Saskatchewan Schools (Saskatchewan)** – Lenders' Counsel – Advising the lenders to a bidding consortium for nine new schools to be located throughout Saskatchewan.

- **Saskatchewan Hospital North Battleford (Saskatchewan)** – Lenders' Counsel – Advising the lenders to a bidding consortium for a new hospital to replace the Saskatchewan Hospital North Battleford and an integrated correctional facility.

- **Stanton Territorial Hospital (Northwest Territories)** – Lenders' Counsel – Advising the lenders to a bidding consortium for the renovation of the current Stanton Territorial Hospital.

- **Indiana Courthouses (Indiana) –** Lenders' Counsel – Advised the lenders for Plenary's short-listed consortium.

- **AMT Maintenance Facility (Québec)** – Lenders' Counsel – Advising the lenders to a bidding consortium for a new maintenance centre in Montréal, Québec for the Agence métropolitaine de transport (hybrid bank/bond financing).

- **Ottawa LRT - Confederation Line and Highway 417 (Ontario) – Lenders' Counsel –** Advised the lenders (bonds) to a short-listed consortium bidding on the Ottawa light rail transit project together with building and financing the widening of a major highway integral to the project.
- **Evergreen Line LRT (British Columbia) –** Consortium Counsel – Advised short-listed bidding consortium on the design, building and financing of Evergreen Line, a new rapid transit line that will connect Coquitlam (a suburban town, south-east of Vancouver) to Vancouver.
- **Regina Wastewater Treatment Plant (Saskatchewan)** – Lenders' Counsel – Advised the lenders to a shortlisted bidding consortium.
- **Saskatoon Civic Operations Centre (Saskatchewan) –** Lenders' Counsel – Advising the lenders to a shortlisted consortium on the project involving the relocation of transit operations to a new state-of-the-art facility.
- **Mackenzie Valley Fibre Link (Northwest Territories)** – Lenders' Counsel – Advised the lenders to a short-listed consortium.
- **Providence Hospital (Ontario) –** Lenders' Counsel – Advised the lenders to a short-listed consortium.
- **Alberta Schools II (Alberta) –** Lenders' Counsel – Advised the lenders to a short-listed consortium.
- **Center for Addiction and Mental Health (Ontario)** – Lenders' Counsel – Advised the lenders to a short-listed consortium.
- **Waterloo Courthouse (Ontario) –** Lenders' Counsel – Advised the lenders to a short-listed consortium.
- **Women's College Hospital Redevelopment (Ontario) –** Consortium Counsel – Counsel to a short-listed consortium.
- **Chief Peguis Trail (Manitoba) –** Lenders' Counsel – Advised the lenders to a short-listed consortium.
- **Halton Healthcare Services (Ontario) –** Lenders' Counsel – Advised the lenders to a short-listed consortium.
- **Bermuda Hospital (Bermuda) –** Lenders' Counsel – Advised the lenders to a short-listed consortium.
- **St. Joseph's Hospital, London & St. Thomas (Ontario)** – Lenders' Counsel – Advised the lenders to a short-listed consortium).
- **Mental Health Centre Penetanguishene (Ontario)** – Lenders' Counsel – Advised the lenders to a short-listed consortium.

Addendum 2 – Completed Forms

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services, Inc of Florida
7650 Courtney Campbell Causeway
Suite 1000
Tampa FL 33607 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Federal Insurance Company	20281
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Carlton Fields, P.A.
Attn: Frederick O'Malley
4221 W. Boy Scout Boulevard
Suite 1000
Tampa FL 33607 USA

COVERAGES **CERTIFICATE NUMBER:** 570087043624 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			35798764	04/11/2021	04/11/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE / X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	Included
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Riviera Beach
Attn: Risk Manager
1481 West 15th Street
Riviera Beach FL 33404 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Inc. of Florida

Holder Identifier :

Certificate No : 570087043624

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The ACORD name and logo are registered marks of ACORD

Misrepresentation of any material fact, whether intentional or not, regarding the Proposers insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any resulting proposed award. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each proposal. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:**

City of Riviera Beach
Attn: Risk Manager
1481 West 15th Street
Riviera Beach, FL 33404
Email: risk@rivierabch.com

STANDARD FORMS ATTACHMENT A

In addition to the proposal, the forms listed below and attached are to be completed and submitted with your proposal.

1) Addendum Page
2) Proposer's Certification
3) Conflict of Interest Disclosure Form
4) Drug Free Workplace
5) Public Entity Crimes Statement

NOTE: Please ensure that all of these documents are completed and submitted with your proposal in accordance. Failure to do so may result in your proposal not being considered for award.

SIGNATURE of AUTHORIZED REPRESENTATIVE

This signature page must be completed and included with the submittal.

By signing below, the undersigned acknowledges they are an expressly authorized agent of the Company/firm listed below.

Date: April 19, 2021

Full Legal Name of Company: Carlton Fields, P.A.

Signature: Wm. Cary Wright

Printed Name: Wm. Cary Wright

Title: Shareholder

ADDENDUM ACKNOWLEDGEMENT

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:
List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated 4-14-21

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS QUALIFICATION

Carlton Fields, P.A.

Firm Name

Wm. Cary Wright

Signature

Wm. Cary Wright, Shareholder

Name and Title (Print or Type)

April 19, 2021

Date

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Specifications, Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor /contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the CITY OF RIVIERA BEACH or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Carlton Fields P.A.
NAME OF BUSINESS

gsasso@carltonfields.com
E-MAIL ADDRESS

BY:

SIGNATURE OF AUTHORIZED OFFICER

Sworn to and subscribed before me this 20th day of April, 20 21.

Gary L. Sasso, President & CEO
PRINTED NAME AND TITLE

4221 W. Boy Scout Blvd., Ste. 1000; Tampa, Florida 33607
MAILING ADDRESS

SIGNATURE OF NOTARY

NANETTE BONILLA
Notary Public – State of Florida
Commission # GG 110785
My Comm. Expires Jun 29, 2021
Bonded through National Notary Assn.

MY COMMISSION EXPIRES:

Hillsborough, County, FL
CITY, STATE, ZIP CODE 33607.

PERSONALLY KNOWN ✓

813-223-7000
TELEPHONE NUMBER

OR PRODUCED

IDENTIFICATION

813-229-4133
FAX NUMBER

TYPE:

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposer's must disclose within their proposals: the name of any officer, director, or agent who is also an employee of the City of Riviera Beach.

Furthermore, all Proposer's must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

X To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Qualification.

_____ The undersigned firm, by attachment to this form, submits information, which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Qualification.

Acknowledged by:

Carlton Fields P.A.

Firm Name

Wm. Cary Wright

Signature

Wm. Cary Wright, Shareholder

Name and Title (Print or Type)

April 19, 2021

Date

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

THIS CERTIFICATION is submitted by Belinda Garrett the
(INDIVIDUAL'S NAME)

Director of Human Resources Of Carlton Fields, P.A.
(TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

4/14/2021
DATE

CITY OF RIVIERA BEACH
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 [F.S.] for CATEGORY TWO [$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Carlton Fields, P.A.

Firm Name

Wm. Cary Wright

Signature

Wm. Cary Wright, Shareholder

Name & Title (Print or Type)

April 19, 2021

Date

"The Best Waterfront City in Which to Live, Work and Play."

CITY OF RIVIERA BEACH
ADDENDUM NO. 1

TO: ALL PROPOSERS

FROM: CITY OF RIVIERA BEACH PROCUREMENT DEPARMENT

SUBJECT: ADDENDUM NO. ONE (1) TO RFP 1024-21-2, LEGAL SERVICES FOR IMPLEMENTATION OF PUBLIC-PRIVIATE PARTNERSHIP PROJECTS AND DEVELOPMENTS

DATE: APRIL 14, 2021

CC: GENERAL PUBLIC

A. **NOTICE:** The purpose of this Addendum is to address Requests for Information (RFIs) and provide a written response. All other terms and conditions of the solicitation remain unchanged.

B. The Proposal due date is changed ***FROM April 20, 2021 TO READ: April 27, 2021.***

QUESTIONS AND ANSWERS:

1. Items D, E, and F in Section 1.1 are unknown projects and proposals. What is the expected timeline, number of parties, and nature of services for each of these projects so that we can accurately provide a fee estimate as required in Section 4, part F?

   Answer: *The expected timeline for such project/proposals is within the next three (3) years. Other projects anticipated include two (2) fire stations, water treatment plant, Marina Phase II development, and a municipal complex to include five (5) development projects. The nature of services are related to construction and development agreements.*

2. Are digital signatures accepted on all required forms for RFP 1024-21-2 P3 City of Riviera Beach?

   Answer: *Yes, digital signatures that contain complete metadata i.e., date, name, and certification info of the signor.*

Addendum No. 1 must be signed as acknowledgment of receipt, and attached to the proposal when submitted at **3:00 p.m., Tuesday, April 27, 2021** at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida, 33404. For information on this solicitation, please contact:

Althea Pemsel, Director of Procurement
1481 West 15th Street
Riviera Beach, FL 33404
purchasing@rivierabeach.org

Fasken Martineau DuMoulin LLP
NAME OF COMPANY

PROPOSER'S SIGNATURE

DATE: Apr. 27, 2021

BRIAN KELSALL
PROPOSER'S PRINTED NAME

Misrepresentation of any material fact, whether intentional or not, regarding the Proposers insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any resulting proposed award. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each proposal. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:**

City of Riviera Beach
Attn: Risk Manager
1481 West 15th Street
Riviera Beach, FL 33404
Email: risk@rivierabch.com

STANDARD FORMS ATTACHMENT A

In addition to the proposal, the forms listed below and attached are to be completed and submitted with your proposal.

1) Addendum Page
2) Proposer's Certification
3) Conflict of Interest Disclosure Form
4) Drug Free Workplace
5) Public Entity Crimes Statement

NOTE: Please ensure that all of these documents are completed and submitted with your proposal in accordance. Failure to do so may result in your proposal not being considered for award.

SIGNATURE of AUTHORIZED REPRESENTATIVE

This signature page must be completed and included with the submittal.

By signing below, the undersigned acknowledges they are an expressly authorized agent of the Company/firm listed below.

Date: Apr. 27, 2021

Full Legal Name of Company: Fasken Martineau DuMoulin LLP

Signature: [signature]

Printed Name: BRIAN KELSALL

Title: PARTNER

ADDENDUM ACKNOWLEDGEMENT

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:
List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated 4-14-21

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS QUALIFICATION

Fasken Martineau DUMoulin LLP

Firm Name

Signature

BRIAN KELSALL, PARTNER

Name and Title (Print or Type)

Apr. 27, 2021

Date

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Specifications, Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor /contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the CITY OF RIVIERA BEACH or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Fasken Martineau DuMoulin LLP.
NAME OF BUSINESS

bkelsall@fasken.com
E-MAIL ADDRESS

BY: _____
SIGNATURE OF AUTHORIZED OFFICER

Sworn to and subscribed before me this 27th day of Apr., 2021

Ella Plotkin
PRINTED NAME AND TITLE

5 Thornbury Cres.
Toronto, ON M9A 2M1, Canada
MAILING ADDRESS

_____
SIGNATURE OF NOTARY

MY COMMISSION EXPIRES: _____

Ontario, M9A 2M1
CITY, STATE, ZIP CODE

PERSONALLY KNOWN ✓

416 419 5702
TELEPHONE NUMBER

OR PRODUCED

IDENTIFICATION _____

_____
FAX NUMBER

TYPE: _____

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposer's must disclose within their proposals: the name of any officer, director, or agent who is also an employee of the City of Riviera Beach.

Furthermore, all Proposer's must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

__X__ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Qualification.

_____ The undersigned firm, by attachment to this form, submits information, which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Qualification.

Acknowledged by:

Fasken Martineau DuMoulin, LLP

Firm Name

Signature

BRIAN KELSALL, PARTNER

Name and Title (Print or Type)

Apr. 27, 2021

Date

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

THIS CERTIFICATION is submitted by BRIAN KELSALL the
(INDIVIDUAL'S NAME)

PARTNER of FASKEN Martineau DuMoulin
(TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

Apr. 27, 2021
DATE

CITY OF RIVIERA BEACH
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 [F.S.] for CATEGORY TWO [$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Fasken Martineau DuMoulin LLP

Firm Name

Signature

BRIAN KELSALL, PARTNER

Name & Title (Print or Type)

Apr. 27, 2021

Date

WEISS SEROTA
HELFMAN COLE + BIERMAN

CHAD S. FRIEDMAN, PARTNER
CFriedman@wsh-law.com

April 20, 2021

Via Hand Delivery

Office of the City Clerk
City of Riviera Beach
600 West Blue Heron Boulevard, Suite #140
Riviera Beach, FL 33404

Re: Legal Services for Implementation of Public Private Partnerships Projects and Development/Construction Projects

Dear Ms. Pemsel,

The law firm of Weiss Serota Helfman Cole + Bierman, P.L. (the "Firm") is pleased to submit this proposal to provide legal services to the City of Riviera Beach (the "City"). We are prepared to commit a dynamic and talented team to provide strategic representation, around-the-clock responsiveness and cost-effective execution in all matters listed in Section 1.1 of the Scope of Services. Our proposal includes providing legal services for the initial P3 project, as well as future projects.

Full service government practice and industry know-how. There are few firms in Florida that can match our experience counseling local governments, Community Redevelopment Agencies, and Special Districts. Our "in the trenches" experience representing dozens of public sector clients, along with our personal relationships with key decision-makers, gives us a unique insight that we leverage to benefit our clients.

Unrivalled expertise in Florida P3 projects. Our team has a long history of successfully representing some of Florida's most-high profile complex P3 transactions and assisting municipalities in the planning, negotiating, drafting and execution of these projects. We have the strategic vision and experience advising government entities and officials with respect to structuring, analyzing alternatives, conducting one-on-one negotiations with bidders and bringing projects to a successful close. Our experience is detailed below.

Dynamic and talented team. The team will be led by Chad Friedman, Marlon Hill, and Eduardo Soto. They will be supported by other attorneys, each of whom is well-versed in municipal law. Detailed biographical information for all members of the team including our robust diversity program are set forth below.

We appreciate the City's interest in considering our Firm and look forward to working with you.

Very truly yours,

Chad S. Friedman

Contact Information

Law firm name: Weiss Serota Helfman Cole + Bierman, P.L.

Attorney contact: Chad S. Friedman, Partner, Co-Chair of Municipal Counsel Practice Group

Email address: cfriedman@wsh-law.com

Address: 1200 N. Federal Highway, Suite 312, Boca Raton, FL 33432

Telephone & fax numbers: T. (305) 854-0800 F. (954) 764-7770

About Us

Our firm is the product of innovative thinking. In 1991, our founders saw a need in the South Florida legal market for a high-end, boutique firm dedicated to a small number of integrated practice areas focusing on the government sector. We continue to outpace sophisticated market players with focused practice groups, teamwork, and a zealous commitment to our clients. Our primary practice divisions are Government, Labor and Employment, Litigation, Business Transactions, and Property. Detailed practice descriptions that satisfy the Scope of Services can be found below.

We have grown to over 75 lawyers who maintain an ethical and people-focused business model that puts our clients' needs at the heart of our practice. We are committed to creative problem solving for our clients while maintaining respect for the finest principles of traditional legal practice.

Our lawyers have excelled at top-ranked law schools, trained at large international firms, and cultivated years of integral relationships with State and local government officials and decision-makers. As leaders in their areas of law, they are frequent speakers, writers, and board members of bar and civic organizations.

We are AV rated by Martindale-Hubbell and, for years, have been ranked as a Tier-1 law firm by U.S. News Media Group and Best Lawyers® in our core practice areas. Our lawyers are also recognized by Chambers USA as "Leaders in their Field" in several practice areas.

Proposed Legal Services

As outlined below, we are equipped to provide all of the services within the scope of services.

Public/private partnerships (P3s)

Public/private partnerships (P3s) have become increasingly popular as an effective way to build major infrastructure projects, expand public services and generate revenue, but there is a complex relationship behind these deals. We have a long history of representing government and private clients, gaining trust from elected officials and business executives alike. This puts our lawyers in a better position than any other group in the state to provide counsel on both sides.

Our attorneys have been instrumental in arranging some of Florida's most high-profile and complex P3 transactions, including representing a major international airline in connection with the construction of a $1.5 billion airport expansion in partnership with Miami-Dade County and representing an international surface transportation vendor in connection with its contract to design and oversee the overhaul of Miami-Dade County's Metro-rail and Metro-mover system. We also represented Informa Markets, the organization that produces the Miami International Yacht Show, during their move from Miami Beach to downtown Miami. We successfully obtained all required permits and agreements from city, county, state, and federal government agencies, as well as from three private property owners, all within eight months of the event date.

Public Finance

Given what is at stake in most public financing situations, it is important that you have experienced public financing attorneys guiding you through every step of the process in finding funding sources for capital improvements in your community.

In recent years, public financing has faced increased scrutiny and regulation from both the Internal Revenue Service and the Securities Exchange Commission. Missteps can result in potential legal liability, including substantial penalties. When it comes to dealing with bonds, our firm has an impressive track record navigating the legal challenges that arise in P3 projects.

Capital Improvement, Infrastructure Development & Project Management

The firm's day-to-day experience representing dozens of public sector clients makes our attorneys acutely aware of the capital improvement, infrastructure development, and project management demands facing local and regional governments, and the fiscal constraints that come along with those demands. After identifying desirable capital improvement and infrastructure development projects, we help you secure financing, acquire property and handle all legal aspects of project management.

Our attorneys counsel you on identifying and securing funding from a variety of local, state and federal sources, for example, transportation-related taxes and impact fees that are collected and shared among local governments. We also help you with the complex process of agency certification, a necessary step to securing funding from state and federal agencies.

When property is needed for construction of planned projects, such as roadways, infrastructure improvements and utility relocations, we assist in obtaining necessary rights, titles, and interests in real property through negotiated conveyance, condemnation and other statutory vehicles for acquiring property.

Public Sector Land Use & Zoning

With the State of Florida stepping back from its involvement in land use and zoning matters, local land use and zoning is more important than ever in determining the destiny of our communities. These trends empower innovation but also remove safety nets. We counsel local governments on choosing their path wisely and implementing their vision.

We can assist you with establishing and amending state-mandated comprehensive plans, small area plans and land development regulations, as well as reviewing and approving applications for planned unit developments, plats, site plans and building permits. We counsel local governments when they act as developers, either alone or in partnership with a private developer. We pride ourselves on our creativity, knowledge and persistence in ensuring that our local government clients achieve the results they desire in developing their communities.

Our team is unique in that we have partners who are both certified planners and board-certified municipal attorneys. It is our daily bread and butter to work seamlessly with municipal staff, boards and elected officials to achieve your goals. We have numerous attorneys with broad and deep experience in and dedication to public land use and zoning matters, both transactional and litigation.

We draft ordinances and resolutions, and sit with boards, councils and commissions dealing with land development matters, such as Planning and Zoning Boards, Local Planning Agencies and Zoning Boards of Adjustment. We advise these boards, individually and collectively, in their handling of public hearings, with particular attention to the quasi-judicial nature of many of the proceedings. When it is apparent that a particular regulation or application may result in a denial or a challenge, we work with our litigators and appellate lawyers to lay the groundwork for a successful outcome for the local government.

We also collaborate with our real estate and private land use and zoning teams to provide comprehensive help to governmental agencies undertaking public development projects, such as police and fire stations, sports arenas and stadiums, commercial parks, industrial parks, marinas and sewer treatment facilities.

Because of our role as the municipal attorney or special counsel for such a wide variety of communities, we are uniquely adaptable. We see trending issues emerge simultaneously in communities large and small, pro-development and anti-development, sophisticated and struggling, so we develop experience more rapidly and from a bird's eye perspective. We perceive that there are multiple possible approaches, and understand how to tailor our solutions to the demands of these diverse situations. We frequently write, speak and serve in professional organizations related to land use and zoning, keeping up to date on the most pressing current issues, like adapting to the changes that sea level rise will bring.

Real Estate

Practicing in a region where the real estate market is a critical piece of our economy, we understand the particular challenges local governments face in all phases of complex commercial real estate transactions.

We have substantial experience representing municipalities and state agencies in matters as basic as the leasing of space for government offices and transactions as complex as public-private partnership (P3) ventures in the development of major public facilities such as professional sports stadiums, town centers, airport terminals, hotels and senior housing facilities. We understand the unique issues in working with governmental entities, including the acquisition, financing and development of public lands.

Our innovative strategies are the result of combining our private client and municipal experience. Whatever the stage of your engagement with property and its development, we stand ready to provide the necessary guidance to achieve a successful outcome in the deal.

Environmental

Our lawyers are ready to navigate efficiently and effectively through regulatory waters on behalf of government clients and achieve results that strike a balance between economic needs, environmental protection and ethical business practices. With former environmental regulators and counsel for environmental agencies on our team, we have a deep knowledge and understanding of policies and laws ranging from air quality to wetlands permitting.

In the event a client is subject to an enforcement proceeding, our attorneys have significant experience in handling environmental regulatory compliance and enforcement matters arising from routine facility inspections, accidental releases, permit violations, tree removal, mangrove alteration and other violations of environmental laws and regulations. We have successfully negotiated numerous settlement agreements concerning corrective action and penalties for violations of environmental regulations and permits.

Representative Experience - P3s

City of Miami	Representation of the City of Miami in connection with the negotiation of a long-term ground lease of the existing Miami River Center building, as well as a long-term ground lease of the City's new facility to be developed in connection with private P3 developer partners.
FDOT – Cypress Creek	Representation of the Florida Department of Transportation (FDOT) in connection with a 99-year lease between the FDOT and a limited partnership, managed by the Swerdlow Group, for development of the Cypress Creek Park and Ride facility in Broward County.
City of Miramar	Representation of the City of Miramar with respect to the proposed Blockbuster Park involving hotel, office and amusement area space and provided all legal services on behalf of the City. Representation of the long-term lease and development agreement for the headquarters for the American Tennis Association and tennis court complex at Miramar Regional Park.
Miramar Town Center P3 Project	Representation of Miramar in the transformative Miramar Town Center Project where a P3 consortium developed government facilities, cultural facilities, public space, and commercial mixed use providing all public benefits in exchange for development rights on public land.
City of Homestead	Representation of the City of Homestead in the development and ongoing operation and maintenance of the Homestead Motorsports Complex in connection with P3 partners.
City of Homestead Cybrary	Represented the City in a complex transaction with a private developer and a movie theater operator to revitalize downtown Homestead. The economic development project consists of a parking garage facility, which includes approximately 35,000 square feet of education space for a "cybrary" (a high-tech 22nd century reinvention of the library) and an entertainment center being undertaken by the City within its historic downtown area.
City of Homestead Baseball Complex	Representation of the City of Homestead in the development of a professional baseball complex for minor league and spring training games in connection with the Major League Baseball's Cleveland Indians.
City of South Miami P3	Representation of a developer in connection with the City of South Miami's P3 redevelopment of a City Hall, police station and the development of a market rate residential, as well as an Assisted Living Facility (ALF).
Property Assessed Clean Energy Districts	Creation of a partnership between local governments engaged with a private entity to provide financing to property owners for renewable energy, energy efficient, and wind resistance improvements.
Village of Islamorada	Representation of the Village of Islamorada's P3 project in connection with a water and sewer plant.

Cunnard Ocean Lines	Representation of Cunnard Ocean Lines in connection with a public-private partnership with the cruise line to make Miami the home port for the Queen Elizabeth II.
Miami Intermodal Center	Representation of the Miami Dade Expressway Authority in the development of the Miami Intermodal Center, which links the TriRail, Metrorail, Car Rental Center and all ground transportation to Miami International Airport.
SoLe Mia	Representation of a developer in a P3 to redevelop a superfund landfill site into a new mixed-use project.
Confidential private parking operator	Representation of a major private parking operator and equipment supplier in making an unsolicited offer to take over and operate the public parking system of a major Florida city.
Pensacola Airport	Representation of a long-term ground lease and operating agreement for development of an on-airport hotel and mixed-use business facility at Pensacola Airport.
Perez Art Museum Miami (PAMM)	Handling of legal and government affairs matters related to the public/private/philanthropic funding, development, construction and operation of the Perez Art Museum Miami.
Downtown Development District	Served as bond counsel in connection with the financing of the Downtown Development District in which the Miami River Center building is located.
Confidential developer	Representation of several large affordable housing developers to develop affordable housing for sale and for rent.
"Park and Ride" facilities	Representation of the Florida Department of Transportation (FDOT) in the development of "park and ride" facilities.
Waste to Energy Plant	Representation of Miami-Dade County in connection with a third-party agreement to construct and operate a waste to energy plant.
Miami Heat	Representation of the Miami Heat/Basketball Properties in connection with the American Airlines Arena for more than 15 years. The representation included a complete restructuring of the agreements between the Miami Heat (the Arena Manager) and Miami-Dade County (the Arena Owner), resulting in the Miami Heat agreeing to remain in Miami for an additional ten years. The Firm has played an integral role in the success of the Arena in the local community.
Florida Panther Hockey Arena	Representation of Broward County in connection with the financing and the negotiations of the lease, operations and management agreements for the Florida Panther's hockey arena.
American Airlines terminal	Representation of American Airlines and Miami-Dade County for the $1.5 billion construction, renovation and financing of the air carrier's terminal at Miami International Airport.
MDX	Representation of Miami-Dade Expressway Authority (MDX) with respect to the development of Miami Intermodal Center (MIC).
Confidential car rental company	Representation of the build-out of the consolidated rental car facility at Miami International Airport on behalf of the largest car rental firm in the world.

Lan Chile and “Western U” cargo facilities	Representation of the development of the Lan Chile and "Western U" cargo facilities at Miami International Airport.
FDOT plazas	Representation of a proposer on a Florida Department of Transportation solicitation to construct and operate the service plazas on the Florida Turnpike.
Town of Cutler Bay	Represented the Town in a land swap and re-lease of property for Town Hall.

Resumes

Our municipal lawyers, many of whom have served as in house city or county attorneys, provide sound, top-level legal advice that is essential for the day-to-day function of municipalities. Detailed biographical information for all members of the team are set forth below.

Team Resumes

Partner, Co-Chair of Municipal Counsel Practice Group
cfriedman@wsh-law.com

2525 Ponce de Leon Blvd.
Suite 700
Coral Gables, FL 33134
T. (305) 854-0800

Practice Areas

- Governmental Affairs and Procurement
- Municipal Counsel
- Public Sector Land Use and Zoning
- Special Counsel to Local Government
- Capital Improvement, Infrastructure Development & Project Management
- Utilities
- Affordable Housing
- Environmental
- Public/Private Partnership (P3) Transactions
- Private Sector Land Use and Zoning
- Environmental and Regulatory Challenges

CHAD S. FRIEDMAN

Chad Friedman represents developers and governmental entities in land use, zoning and general government matters. He is also a leader in the field of Property Assessed Clean Energy (PACE) programs.

Chad represents local governments in the drafting, adoption, and implementation of land development regulations, including green regulations. In addition, he represents local governments in comprehensive plan amendment and quasi-judicial hearings (variances, site plans, rezoning, and special exceptions). Chad has also successfully defended governmental entities, such as the Village of Key Biscayne and Town of Cutler Bay, in land use litigation.

On the private sector side, Chad helps developers and private property owners navigate the intricacies of the development review process. Over the years, he has assisted many private clients in securing the necessary development permits and other approvals required for the development of property.

Chad is a leader in the creation of PACE programs pursuant to Section 163.08 of the Florida Statutes. Chad helped to create the Green Corridor PACE District, a partnership of local governments that provides funding to property owners for energy efficient, renewable energy, and wind resistant improvements to their property. To date, the program has funded over $500 million in improvements.

Chad serves as legal counsel to the Green Corridor PACE District and assists private entities in the creation of other PACE programs across the State of Florida.

Chad is a frequent author and speaker on the subject of growth management and local government law and is a

Bar Admissions

- Florida, 2004

Education

- Stetson University College of Law, J.D., *cum laude*, 2004
- University of Florida, BSBA, with honors, 2001

former Co-Chair of the Dade County Bar Association's Environmental and Land Use Committee.

Professional & Community Involvement

- Dade County Bar Association, Co-Chair Environmental and Land Use Section
- Young Lawyers Section
- Jackson Health System General Obligations Bond Citizens' Advisory Committee

Awards & Recognition

- Best Lawyers in America®, Land Use and Zoning Law, 2021
- Florida Super Lawyers, Rising Star, 2009-2018
- Daily Business Review's Professional Excellence Awards, On the Rise, 2017
- Brickell Magazine, Top 20 Professionals Under Forty, 2016
- Attorneys' Title Insurance Fund, Excellence in Land Use Planning
- William F. Blews Pro Bono Service Award

Of Counsel
mhill@wsh-law.com

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T. (305) 854-0800

Practice Areas

- Code Enforcement
- Governmental Affairs and Procurement
- Municipal Counsel
- Elections
- Ethics
- Hospitality
- Public/Private Partnership (P3) Transactions
- Business Organizations, Acquisitions and Conveyances
- Corporate Affairs and Governance
- Sports, Arts and Entertainment

Bar Admissions

- Florida, 1995

Education

- Florida State University College of Law, J.D., with honors
- University of the West Indies, Faculty of Law, Barbados, Summer Program

MARLON A. HILL

Marlon A. Hill represents local governments, businesses, and entrepreneurs in corporate, intellectual property, and government matters.

In addition to serving as outside general counsel to several companies, Marlon advises business owners on all aspects of starting and structuring their businesses, from drafting contracts and agreements to securing intellectual property, especially across the tourism, hospitality, and media and entertainment industries. Helping his clients grow and scale their companies, he counsels on corporate governance and strategic development. Marlon is also experienced in mergers, acquisitions, and reorganizations.

For international entrepreneurs, Marlon manages the filing of business immigration visa petitions for investor entrepreneurs (EB-5), specialty occupation professionals (H1-B), intra-company transferees (L-1A), and entertainers, artists, and media talent (P/O).

Born in Kingston, Jamaica, Marlon has served a civic leader in a number of roles across South Florida, especially with African-American and Caribbean-American communities. He has been featured as one of the "outstanding members of the emerging generation of South Florida business and professional leaders" by the Daily Business Review. He is also a past recipient of numerous awards, including the Greater Miami Chamber of Commerce Bill Colson Leadership Award, M. Athalie Range Foundation Bridge Builder Award, and the inaugural Miami Foundation Ruth Shack Community Leadership Award.

Marlon currently serves as a board member of the Miami Parking Authority, Kozyak Minority Foundation, and BMe Community. He recently served as a member of the board of directors for The Miami Foundation, Miami Book Fair International, and the Orange Bowl Committee, and is a past president of the Caribbean Bar Association. He is also one of the Inaugural Fellows in the Miami Foundation's Miami Fellows Initiative, a signature local leadership development program. Marlon keeps the community engaged through his weekly civic commentary, "The People's Politics", on Caribbean Riddims, WNMA 1210AM, every Saturday at 4

- Florida State University, B.S., International Business & Finance, cum laude
- Universidad de Costa Rica, Colegio del Comercio, San Jose, Exchange Program

p.m., has penned op-ed articles in the Miami Herald and Sun-Sentinel covering issues of civic interest, legal concern, and social or cultural impact, and has made recurring contributions to WPLG Local 10's "This Week in South Florida" Roundtable.

Beyond his law practice, Marlon occasionally serves as MC/DJ host for local bar associations and special events in South Florida and as a host of countless weddings for colleagues in and out of the profession. He also volunteers in the Emmaus Ministry of St. Louis Catholic Church.

Professional & Community Involvement

- Miami Dade County Charter Review Task Force, District 9 Appointee, 2017-2018
- Miami Parking Authority, Board member, 2003-present
- Orange Bowl Committee, Active Member and Board of Directors, 2009-present
- Miami Book Fair International, Advisory Board member, 2013-present
- Florida Caribbean Student Association, Advisor, 1995-present
- The Miami Foundation, Board of Trustees, 2010-2016
- Florida Bar (Entertainment, Arts & Sports and Business Law Sections)
- Wilkie D. Ferguson, Jr. Bar Association
- Florida Association of Volunteer Action for Caribbean and Americas (FAVACA), Board member
- Kappa Alpha Psi Richmond-Perrine Alumni Chapter
- Caribbean Bar Association, President, 2001-2003
- Jay Malina International Trade Consortium, (Past) Board member
- Jamaican Diaspora Advisory Board Member, Southern United States, 2006-2011

Awards & Recognition

- Caribbean Media Exchange #CMEx Leadership Award, 2019
- Wilkie D. Ferguson, Jr. Bar Association, Community Champion Award, 2018
- Florida Super Lawyer, Law & Politics, 2015-2018
- Catholic Legal Services, New Americans Award for Pro-Bono Service, 2016

- American Friends of Jamaica, Vanguard Leadership Award for Service, 2016
- Greater Miami Chamber of Commerce, Bill Colson Leadership Award, 2016
- Caribbean Bar Association, President's Award for Service, 2013
- Athalie Range Foundation, Bridge Builder Award, 2012
- Thurgood Marshall Scholarship Fund, Young Leader Award, 2010
- Leave A Legacy/Miami Foundation, Ruth Shack Community Leadership Award, 2010
- Miami Herald Top 20 Under 40 Business Leaders, 2010
- ICABA Most Accomplished Blacks in Law, 2009
- SUCCESS South Florida Magazine, 50 Most Influential Black Professionals, 2005
- Miami Herald's Black History Profiles, 2002
- Daily Business Review's "Leaders 2000 – Faces to Watch" Issue Miami Foundation's Miami Fellows Initiative, 1999-2001
- National Philanthropy Day Outstanding Young Leader Award, 2000 United Way Essie Silva Community Builder Award, 1999
- United Way Essie Silva Community Builder Award, 1999

Partner
esoto@wsh-law.com

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Practice Areas

- Bonds and Public Finance
- Public Sector Land Conveyances
- Affordable Housing
- Public/Private Partnership (P3) Transactions
- Business Organizations, Acquisitions and Conveyances
- Banking and Financial Institutions
- Real Estate

Admissions

- Florida, 2002

Education

- University of Miami School of Law, LLM (Taxation), 2003
- University of Tennessee College of Law, J.D., 2002
- University of Florida, B.A., 1999

EDUARDO M. SOTO

Ed Soto practices in the area of commercial real estate, commercial lending and transactional matters. He has substantial experience in all aspects of real estate-secured and asset-based loans, including construction loans, permanent financing, public-private financing, and borrowing base financing. He has substantial experience in representing both lead and participant lenders in syndicated transactions and other co-lending arrangements. He also regularly represents developers and investors in the purchase, sale and development of real property.

Ed is a problem solver who seeks practical solutions to reach his clients' goals. He works closely with the firm's land use and zoning team to address all matters that may arise during the development process. Ed also advises clients in structuring transactions to minimize federal, state, and local tax liability.

Professional Associations and Memberships

- Cuban American Bar Association (CABA), 2006-present
- Executive Director, South Florida Association of Financial Professionals, 2019
- Member, South Florida Executive Roundtable, 2019-present
- Dade County Bar Association, Real Property Committee, 2006-present
- The Florida Bar, Real Property, Probate and Tax Sections, 2002-present

Awards and Recognition

- Best Lawyers in America®, Real Estate Law, 2021
- Martindale-Hubbell Peer Review Ratings: AV Preeminent
- Daily Business Review, Dealmaker, 2008

Representative Experience

- Represented lender with respect to real estate financing secured by 45 South Florida gas stations. Advised on the extension of new credit facilities,

the refinancing of existing credit facilities, and the purchase of existing notes and mortgages to minimize transaction costs.

- Represented lender with respect to financing the simultaneous acquisition of over 30 gas stations from ExxonMobil in a transaction valued at over $55 million.
- Represented client in the $25 million purchase of vacant land in Central Florida.
- Advised local university in a $44 million bond refinancing secured by University property.
- Represented lead lender with respect to real estate construction financing secured by a ground lease for the construction of a luxury apartment building, including mezzanine financing and multiple participant lenders.
- Represented a local non-profit corporation with respect to construction financing and ground lease to a charter school, together with the subsequent refinancing to permanent tax-exempt financing, the issuance of tax exempt bonds, and New Market Tax Credits.
- Continuing representation of prominent South Florida developer in the acquisition, sale and financing of real property.

Associate
cwood@wsh-law.com

200 East Broward Blvd.
Suite 1900
Ft. Lauderdale, Florida 33301
P: (954) 763-4242

Practice Areas

- Governmental Affairs and Procurement
- Municipal Counsel
- Public Sector Land Use and Zoning
- Special Counsel to Local Government
- Wireless and Telecommunications
- Private Sector Land Use and Zoning
- Constitutional Challenges
- Governmental Actions and Defense
- Real Estate, Land Use and Zoning Disputes

Admissions

- Florida, 2018

Education

St. Thomas University School of Law, J.D., 2018

- CALI Book Awards: Legal Research & Writing, Advanced Legal Research & Writing, Advanced Legal

CHANAE L. WOOD

Chanae L. Wood is a municipal and land use attorney with a particular interest in issues dealing with First Amendment, medical marijuana and hemp laws. Chanae counsel clients on compliance with public records, sunshine law and ethics, and matters dealing with comprehensive planning, general municipal, procurement, utilities, administrative, and constitutional law. Chanae serves as the Chair of the firm's Diversity and Inclusion Program Committee.

A magna cum laude graduate of St. Thomas University School of Law, Chanae clerked for the Honorable Judge Marcia G. Cooke in the U.S. District Court for the Southern District of Florida. During law school, she was selected as the first black Editor-in-Chief of the St. Thomas Law Review. Her article, "Black and Poor: The Grave Consequences of Utah v. Strieff," was published in the Review's "Voice of the Voiceless" Anniversary Issue. As a trial team member, Chanae competed in the 2018 ABA Labor and Employment National Trial Competition. She and her teammates were named National Champions — beating teams from UC Hastings College of Law and Harvard Law School. She also served as President of the Black Law Students Association, during which time the organization was bestowed the coveted Student Organization of the Year Award.

Prior to law school, Chanae worked for Miami-Dade County Commissioner Barbara J. Jordan as a Commission aide and for Florida State Senator Oscar Braynon, II as a legislative aide. She also interned for Congresswoman Federica Wilson in Washington D.C.

Professional & Community Involvement

- Wilkie D. Ferguson Jr. Bar Association, Group I Director, 2020-2021 Executive Board
- Gwen S. Cherry Black Women Lawyers Association, 2016 – Present
- American Planning Association, Broward Section, 2019-2020 Member At-Large
- St. Thomas University School of Law Young Lawyer's Division Council, 2019 – Present

Skills; Dean's List (all semesters); Pro Bono Commendation, Over 100 service hours

University of Florida, 2013

- Bachelor of Science Degree in Family, Youth, & Community Sciences and minors in Public Leadership and International Studies & Humanitarian Assistance

- Miami Alumnae Chapter of Delta Sigma Theta Sorority, Inc.

Awards & Recognition

- 2021 DBR Florida Legal Awards Honoree for Diversity and Inclusion
- University of Florida Association of Black Alumni South Florida Chapter, Gator Greats Gator First Award, February 2019
- First Black Law Review Editor-in-Chief, Certificate of Recognition, Miami-Dade County, 2017

Partner
dtolces@wsh-law.com

1200 N. Federal Highway
Suite 312
Boca Raton, FL 33432
T. (561) 835-2111

Practice Areas

- Code Enforcement
- Governmental Affairs and Procurement
- Municipal Counsel
- Public Sector Land Use and Zoning
- Special Counsel to Local Government
- Community Redevelopment Agency (CRA)
- Ethics
- Public Sector Land Conveyances
- Special Governmental Districts
- Affordable Housing
- Public/Private Partnership (P3) Transactions
- Right of Way Creation and Expansion
- Special District
- Wireless and Telecommunications
- Construction Contract Drafting and Negotiation

DAVID N. TOLCES

David Tolces represents public and private clients in governmental and real estate matters, including property redevelopment, wireless communication facilities, sign code issues, environmental matters, financing of workforce and affordable housing, landlord/tenant relations, and land use and zoning matters.

As a Florida Bar Board Certified lawyer in City, County and Local Government Law, David specializes in representing Community Redevelopment Agencies (CRAs) and public housing authorities. He currently serves as General Counsel for the Lake Worth Beach CRA and the Margate CRA. David also serves as General Counsel for the Broward County Housing Authority, the Deerfield Beach Housing Authority, the Dania Beach Housing Authority, and the Housing Authority of the City of Pompano Beach.

David's landlord/tenant experience includes drafting leases for commercial properties and multi-family apartment developments. He also prosecutes eviction matters on behalf of private and public landlords seeking possession of their leased properties. He has also handled eviction cases for commercial and residential properties.

David represents private clients in commercial and residential real estate transactions. As an authorized title agent, David drafts purchase and sale agreements and oversees the closing of the transaction and the issuance of title policies.

Professional & Community Involvement

- Palm Beach County Bar Association, 1993
- Chair, Local Government & Land Use Committee, 2020-present
- Housing and Development Law Institute, 2014
- Broward County Bar Association, 2003

Representative Experience

- Drafted legislation for the incorporation of the Town of Loxahatchee Groves, which was approved by the Florida Legislature and the Governor. The incorporation process included working with

- Business Organizations, Acquisitions and Conveyances
- Corporate Affairs and Governance
- Accessibility and Accommodations
- Real Estate

Bar Admissions

- Florida, 1989

Education

- University of Florida Levin College of Law, J.D. 1989
- University of Texas at Austin, B.S. in Geological Sciences, 1986

Certifications

- Board Certified in City, County and Local Government Law by The Florida Bar

residents and the Supervisor of Elections to hold the Town's first election, and being retained as the first Town Attorney.

- Represented the Deerfield Beach Housing Authority and its development partner on the financing and rehabilitation of the 100-unit Palms of Deerfield Apartment complex as residences for the elderly and disabled. Coordinated the conversion of the property from "public housing" to "multi-family elderly and disabled housing."
- Represented the Lake Worth Beach CRA in the development of requests for proposals for the sale and development of CRA-owned properties and to ensure compliance with the requirements of Chapter 163, Florida Statutes. As a result, the Lake Worth Beach CRA was able to convey several parcels of property in downtown Lake Worth Beach to willing developers, thus increasing assessed values for properties within the Community Redevelopment Area.
- Represented the Hillsboro Inlet District in preparing contracts for services including the reconstruction of the Inlet's south jetty and acquisition and renovation of equipment.
- Drafted ordinances governing the installation of Small Wireless Communication Facilities in the public rights of way for various municipalities.
- Drafted ordinances to amend municipal sign codes to ensure compliance with Reed v. Town of Gilbert.
- Worked with municipalities to draft easements and agreements to provide for placement of public art and other public infrastructure.

Partner
larango@wsh-law.com

2525 Ponce de Leon Blvd.
Suite 700
Coral Gables, FL 33134
T. (305) 854-0800

Practice Areas

- Code Enforcement
- Governmental Affairs and Procurement
- Municipal Counsel
- Public Sector Land Use and Zoning
- Special Counsel to Local Government
- Capital Improvement, Infrastructure Development & Project Management
- Civilian Oversight of Law Enforcement
- Public Sector Land Conveyances
- Utilities
- Public/Private Partnership (P3) Transactions
- Right of Way Creation and Expansion
- Construction Contract Drafting and Negotiation
- Real Estate
- Governmental Actions and Defense
- Real Estate, Land Use and Zoning Disputes

LILLIAN M. ARANGO

Lily Arango is an accomplished attorney in the areas of real estate and transactional law, as well as municipal and governmental law. She handles complex transactions including public and public/private real estate negotiations, acquisitions, sales, financing, development, construction and leasing of properties.

Lily's work on behalf of local governments with respect to public and capital projects such as parks, schools, and infrastructure and utility projects helps improve our communities. She also represents municipalities in the procurement, acquisition, development, construction and leasing of properties, interlocal agreements between governmental agencies, affordable housing and community redevelopment projects, and procurement of public projects.

Lily's representation of private clients includes the acquisition, sale, leasing, financing and development of property, as well as providing guidance with the formation and regulation of condominiums and homeowners' associations, and the formation and maintenance of business entities, such as corporations, limited liability companies and partnerships. Serving as an agent for title insurance companies, she also handles title review and examination, and resolves complex title issues that may arise.

Lily is a native of South Florida and a longtime resident of Coral Gables.

Professional & Community Involvement

- Dade County Bar Association
- Cuban-American Bar Association
- Florida Association of Women Lawyers
- The Florida Bar, Real Property Section, Probate And Trust Law Section

Representative Experience

- Successfully represented local municipalities in the acquisition and development of parklands, including negotiations with other local governments and developers.

Admissions

- Florida, 1989
- U.S. District Court, Southern District of Florida, 1989

Education

- University of Miami School of Law, J.D., *cum laude*, 1989
- University of Miami, B.A., *cum laude*, 1986

Languages

- Spanish
- Italian

- Successfully represented local municipality in the acquisition of key cactus preserve and conservation lands and worked with the State of Florida and conservation groups in connection with the acquisition and development of the site.
- Successfully represented local municipality in the acquisition and financing of a town hall facility and community recreational site, including all issues pertaining to development and leasing of sites.
- Successfully represented local municipalities in the long-term leasing and development of property for charter schools and private hotel development.
- Successfully represented community redevelopment agencies and housing authorities in the sale and disposition of property.
- Successfully represented municipality in the implementation and development of a utility system, including an interlocal agreement and DBOF procurement process.

Of Counsel
Lsmith-lalla@wsh-law.com

200 E. Broward Blvd.
Suite 1900
Ft. Lauderdale, FL 33301
T. (954) 763-4242

Practice Areas

- Municipal Counsel
- Special Counsel to Local Government
- Community Redevelopment Agency (CRA)
- Bonds and Public Finance
- Capital Improvement, Infrastructure Development & Project Management
- Special Governmental Districts
- Affordable Housing
- Public/Private Partnership (P3) Transactions
- Special District
- Banking and Financial Institutions

Admissions

- Florida, 1987

LORI SMITH-LALLA

Lori Smith-Lalla is a former Assistant County Attorney for Broward County and is board certified by The Florida Bar as a specialist in City, County and Local Government Law. Lori's insight into how local government operates on a day-to-day basis informs both her general governmental practice and her work as a public finance attorney.

Lori represents local government clients in bond financings using sophisticated financing instruments such as rate-lock agreements, swap agreements, letters of credit, delayed delivery agreements, and other derivative products. She has helped in the financing of airports, seaports, bridges, toll roads, water and sewer facilities, environmentally sensitive lands, stormwater utilities and reclaimed water projects, electric and gas utilities, parks, convention centers, performing arts centers, sports complexes, government buildings, health care and hospital facilities, single family and multifamily housing projects, educational facilities (including charter schools, private schools and universities), industrial development, hospitals and low income housing.

Lori has worked on a $1 billion complex financing for Citizens Property Insurance, all the financing for the expansion of the Fort Lauderdale/Hollywood International Airport over the past three decades, and the development and financing of the BB&T Center, the home arena of the Florida Panthers NHL team.

As regulatory bodies continually adopt stricter disclosure and continuing disclosure rules, and continue to increase enforcement efforts, Lori helps public finance issuers navigate and understand the complexities they face. She has served as disclosure counsel to five Florida cities and two counties, and as bond counsel to more than a dozen cities and other government entities.

Professional & Community Involvement

- The Florida Bar, City, County and Local Government Law Section, 1987-present

Education

- University of Bridgeport School of Law, J.D., *cum laude*, 1987
- University of Connecticut, B.A., Political Science, 1984

Languages

- Spanish
- Italian

Certifications

- Board Certified by The Florida Bar as a specialist in City, County and Local Government Law
- National Association of Bond Lawyers, Red Book listed, 1999-present
- Florida Women in Public Finance, Board of Directors, 2017-present
- Broward League of Cities, Associate Member, 2000-present
- Leadership Broward Foundation, Class XXXVI, 2017
- ArtServe, Inc., Board of Directors, 2017-present

Awards & Recognition

- Chambers USA, 2013-2014
- Daily Business Review, Finalist, Top Dealmaker of the Year-Public Finance, 2012
- Daily Business Review, Top Dealmaker of the Year-Public Finance, 2008

Presentations

- *Best Practices Before & After a Bond Deal*, Florida Government Finance officers Association Annual Conference, 2019

Representative Experience

- As Assistant Broward County Attorney, represented the County in all bond transactions including the Housing Finance Authority bonds, Health Facility Authority bonds, and Industrial Development Revenue bonds.
- Handles bond transactions and related financings, including general obligation bonds, revenue bonds, private activity bonds, lease-purchase financings, certificates of participation, special assessments, tax-increment financings, commercial paper transactions, community redevelopment bonds, community development district bonds.
- Extensive experience drafting legislation related to bond financings, including ordinances, resolutions and state legislation with respect to local housing finance authorities and health facility authorities.
- Served as bond counsel to the cities of Fort Lauderdale, West Palm Beach, Miami Beach, North Miami, Miami, Coral Springs, Sunrise, Port St. Lucie and Coral Gables, Florida and to the South Broward Hospital District, Broward County, Miami-Dade County and Citizens Property Insurance Corporation.

- Served as disclosure counsel for the cities of Cape Coral, Miami, Port St. Lucie, Tallahassee and Hollywood, Florida and Broward County.

Partner
mkurzman@wsh-law.com

200 E. Broward Blvd.
Suite 1900
Ft. Lauderdale, FL 33301
T. (954) 763-4242

Practice Areas

- Public/Private Partnership (P3) Transactions
- Construction Contract Drafting and Negotiation
- Construction Claims and Defense

Admissions

- Florida, 1989
- U.S. District Court for the Southern District of Florida, 1992
- U.S. Court of Appeals for the 11th Circuit, 2005

Education

- University of Miami School of Law, J.D. *cum laude*, 1989
- University of Florida, B.A., 1986

Certifications

- Board Certified by The Florida Bar in Construction Law

MICHAEL J. KURZMAN

Michael J. Kurzman, a Florida Bar Board Certified Specialist in Construction Law, represents municipalities, institutions of higher learning, developers, owners, contractors, sureties, subcontractors and suppliers in all aspects of construction law related issues. In particular, he drafts bid documents and represents parties in bid disputes. Michael also drafts and negotiates owner/architect agreements, owner/general contractor agreements, contractor qualifier agreements, contractor/subcontractor agreements, payment bonds, and performance bonds, to name a few. For his municipal or public sector clients, Michael's work has included roads, bridges, landfills, schools, libraries, dormitories, city halls, parks, amphitheaters, sports and recreation facilities, utility plants, water and sewer systems, solid waste systems, drainage systems, and other similar infrastructure projects. For his non-public clients, the projects that he has worked on include high-end custom homes, renovations, airports, condominiums, apartment complexes, apartment buildings, community centers, golf courses, hotels, resorts, casinos, shopping centers, restaurants, retail stores and commercial projects.

Once construction work is underway, Michael assists his clients with construction project administration issues, addressing design and construction defect issues, latent defect issues, building code violations, project delay claims, warranty claims, Florida Statute Chapter 558 construction defect claims, acceleration claims, construction insurance claims, condominium turnover claims, change order disputes, contract performance issues, contract termination issues, payment disputes, fraudulent lien claims, breach of contract claims, and payment and performance bond claims. If resolution is not possible, Michael represents his clients in any subsequent mediations and dispute resolution proceedings including arbitrations, trials and appeals. In his more than 30 years of practicing construction law, Michael has successfully arbitrated and litigated complex construction claims and appeals in state and federal courts.

Michael and his family have a long history in the construction and development industry. Both of his parents are Florida licensed general contractors since the 1970s and Michael grew up working on construction projects. This firsthand experience contributes to his deep understanding of the industry.

Michael routinely lectures before various professional groups and writes on construction-related matters.

Professional & Community Involvement

- The Florida Bar Construction Law Certification Committee, 2018-2020
- American Bar Association
- Dade County Bar Association, Construction Law Committee
- Associated Builders and Contractors
- Associated General Contractors, South Florida Chapter

Awards & Recognition

- South Florida Legal Guide, Top Lawyer, 2020
- Florida Super Lawyers, Construction Law, 2007-2013, 2016-2019
- *Best Lawyers in America®*, Construction Law, 2018-present
- The Miami Herald, South Florida's Top Lawyers, 2010
- Florida Trend's Legal Elite, Construction Litigation, 2008
- AV Rated, Martindale-Hubbell

Fee Proposal

We are very enthusiastic about the opportunity to work with the City, and we are prepared to be flexible as to our engagement. We are able to provide a heavily discounted rate of $350/hour, which is guaranteed for a maximum term of one year.

Our standard rates are between $500-$700/hour for these types of services. However, we are offering a flat government rate of $350/hour for all attorneys providing the proposed services.

All of our rates are reviewed annually and may be increased up to 5% annually on October 1 of each year.

References - clients for which the firm/attorney currently or previously served as similar counsel

1. **Contact:** Rafael G. Casals, Town Manager, Town of Cutler Bay
   Address:
   Cutler Bay Town Hall
   10720 Caribbean Boulevard, Suite 105
   Cutler Bay, FL 33189
   Email address: rcasals@cutlerbay-fl.gov
   Telephone number: (305) 234-4262

2. **Contact:** Yocelyn Galiano, Village Manager, Village of Pinecrest
   Address:
   12645 Pinecrest Parkway
   Pinecrest, FL 33156
   Email address: ygaliano@pinecrest-fl.gov
   Telephone number: (305) 234-2131

3. **Contact:** Steven Alexander, Former City of South Miami and Town of Cutler Bay Manager
   Email address: stevenjohnalexander@gmail.com
   Telephone number: (305) 216-6579

For P3 legal services, names of up to 10 financial and consulting (non-legal) firms with which it has collaborated in advising a common P3 client.

1. **Contact:** Lourdes Reyes Abadin, Managing Director, Estrada Hinojosa
   Address:
   55 Merrick Way, Suite 216
   Coral Gables, FL 33134
   Email address: abadin@ehmuni.com
   Telephone number: (305) 507-0100

2. **Contact:** Paul Winkeljohn, Governmental Management Services-SF, LLC
   Address:
   5385 N. Nob Hill Road
   Sunrise, FL 33351
   Email address: pwinkeljohn@gmssf.com
   Telephone number: (954) 721-8681

Required Disclosures

1. **Do you have any potential conflicts of interest or any relationships, formal or informal, which may interfere with your ability or members of your firm's team abilities to provide independent, unbiased advice to the City, CRA or USD?**

   The Firm has performed a thorough conflicts check and confirmed that we have no conflicts or potential conflicts of interest, nor do we have any relationships which may interfere with our abilities to provide independent, unbiased advice to the City, CRA or USD.

2. **Are there any lawsuits, investigations or administrative proceedings involving your firm or the lead attorney(s) that the City, CRA or USD should be aware of in considering your capacity to represent the City, CRA or USD? Please include any actions, past or current, concerning claims against you relating to your representation of government agencies.**

   No.

3. **Proof of insurance and coverage amounts for professional liability policies the firm carries.**

   Please see attached.

Our Commitment to Diversity & Inclusion

Diversity and inclusion are not buzzwords for us, but rather a set of principles that we incorporate into our daily work. We know that inclusion of individuals irrespective of gender, race, sexual orientation, gender identity, religion, ethnicity or disability status is not accomplished by internal change alone. Because collaboration maximizes the chances of achieving diversity and inclusion, we also continuously engage in outreach to our community.

In-House Diversity & Inclusion Program

We created our Diversity and Inclusion Program ("DIP") to focus on implementing programming within the firm that is designed to foster inclusivity among attorneys and staff and welcomes an open and respectful exchange of values.

The DIP Committee includes a diverse group of attorneys and staff who are committed to creating and providing opportunities for the under-represented and support the advancement of diversity in the firm and in our communities. The committee, chaired by Attorney Chanae L. Wood, collaborates on a regular basis to focus on our four key Diversity and Inclusion initiatives: Racial and Ethnic Minorities, Women, LGBTQ, and Mentorship.

Racial and Ethnic Minorities Initiative

Our Racial and Ethnic Minorities Initiative seeks to support and encourage the professional development of racial and ethnic minority attorneys. We focus our efforts on diverse recruitment and retention and sustaining a positive and supportive environment for the firm's diverse attorneys.

Women Initiative

The Women Initiative endeavors to enhance the careers of professional women by providing guidance, support, and networking opportunities at all levels of career development. The firm recognizes the difficulty of harmonizing the demands of law practice and full-time lives; therefore, we provide attorneys with the flexibility to balance their families, careers, and interests

LGBTQ Initiative

For years, the firm has supported the LGBTQ community and LGBTQ attorneys. Historically, the firm has been a welcoming environment for openly LGBTQ attorneys, who have held and continue to hold significant leadership roles at our firm, including participating in hiring and compensation decisions. Our attorneys and staff continue to partner with and strengthen organizations seeking to make a difference in the lives of LGBTQ people and organizations.

Mentorship Initiative - Diversity Internship Program

The firm has committed to including more diverse attorneys in the pipeline to the legal profession. Our Diversity Internship Program is designed to afford first-year law students attending South Florida law schools, students who are a part of the Florida Memorial University (FMU) Legal Scholars program, and students in the Paralegal Studies program at Broward College (BC) the opportunity for paid summer employment. To be eligible, students must demonstrate a clear commitment to or interest in diversity and inclusion (this may include,

among other things, being a member of a protected category based on disability, gender, race, ethnicity, sexual orientation, gender identity, and/or gender expression or demonstrating a clear historical commitment to diversity or inclusion activities). Students who participate in the Firm's ten-week summer program will be afforded the rare opportunity to gain professional experience by working side-by-side with attorneys in our various practice groups. Please see attached article for more information.

Awards - Diversity & Inclusion

Most recently, Chanae Wood was recognized as a 2021 DBR Florida Legal Awards Honoree in the Diversity & Inclusion category for making significant contributions in Florida's legal community.

Organizations

Our lawyers and staff are always working to contribute to a more open and diverse legal profession by partnering with and holding leadership roles in organizations that support diversity and inclusion as core principles of their organizations. Some organizations include:

- Asian Pacific American Bar Association
- Broward County Hispanic Bar Association
- Caribbean Bar Association
- Cuban American Bar Association
- Florida Association for Women Lawyers
- Gay and Lesbian Lawyer Association
- Gwen S. Cherry Black Women Lawyers Association
- Hispanic National Bar Association
- National Asian Pacific Bar Association
- National Filipino American Bar Association
- TJ Reddick Bar Association
- Wilkie D. Ferguson Jr. Bar Foundation
- The Appellate Project - a program for law students of color to inspire in them an interest in appellate law, where lawyers of color are under-represented.

LAW | REAL ESTATE | FINANCE
DailyBusinessReview.com
An ALM Publication
DAILY BUSINESS REVIEW

March 4, 2021

Coral Gables Law Firm, Florida Memorial University Announce Joint Talent 'Pipeline' for Black Lawyers

The FMU Legal Scholars Pipeline Program is a partnership between the university and Weiss Serota Helfman Cole & Bierman. The firm's attorneys will mentor Black high school and college students with the goal of law school admittance.

By **Dan Roe** | March 04, 2021 at 03:05 PM

Chanae L. Wood of Weiss Serota Helfman Cole & Bierman.

The 77-attorney law firm Weiss Serota Helfman Cole & Bierman announced a partnership with Florida Memorial University to help develop the next generation of Black lawyers in South Florida.

The FMU Legal Scholars Pipeline will local high school students and FMU undergraduates with 10 to 15 attorneys at the Coral Gables law firm. The attorney mentors will expose students to the practice of law and help them navigate their coursework as they matriculate through high school and college, with the ultimate goal of getting them admitted to law schools.

The program will begin in the fall semester.

In an interview, Weiss Serota associate and D&I program chair Chanae Wood said the initiative is taking a holistic approach to the multifaceted problem of Black underrepresentation in the legal profession.

“What makes this program unique is connecting students from the time they’re in high school through college and staying in touch with them in law school, making sure they have the opportunities and networks established already, as opposed to establishing one part,” Wood said.

Wood said she hopes to raise enough money from donors to provide scholarships and hire a full-time chief officer to run the program.

“The program is trying to close the gap and give students who grow up in underrepresented communities an opportunity to even the playing field,” Wood said. “It’s quite ambitious, we’re definitely aware of that. Our approach is not just a Weiss Serota venture or a Florida Memorial University venture, it’s a community effort. That’s the only way to make longstanding, sustainable change.”

One expressed goal is increasing enrollment and graduation rates at the university's Law and Government program, which the school describes as fusing pre-law, political science and public administration.

According to the Department of Education, the private liberal arts university's undergraduate graduation rate is 44%. The program will provide support and, eventually, scholarships to ease the financial burden, which Wood said factors into low graduation rates.

"They're not in it alone," she said. "With mentors and folks connected with them, it's a little harder to leave a program once you've made that commitment or you have a relationship with people."

The announcement is the latest development in the firm's longstanding relationship with the university, which is also a client.

Last November, FMU launched the Social Justice Institute, a research organization examining racial disparities locally and across the state.

Misrepresentation of any material fact, whether intentional or not, regarding the Proposers insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any resulting proposed award. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each proposal. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:**

City of Riviera Beach
Attn: Risk Manager
1481 West 15th Street
Riviera Beach, FL 33404
Email: risk@rivierabch.com

STANDARD FORMS ATTACHMENT A

In addition to the proposal, the forms listed below and attached are to be completed and submitted with your proposal.

1) Addendum Page
2) Proposer's Certification
3) Conflict of Interest Disclosure Form
4) Drug Free Workplace
5) Public Entity Crimes Statement

NOTE: Please ensure that all of these documents are completed and submitted with your proposal in accordance. Failure to do so may result in your proposal not being considered for award.

SIGNATURE of AUTHORIZED REPRESENTATIVE

This signature page must be completed and included with the submittal.

By signing below, the undersigned acknowledges they are an expressly authorized agent of the Company/firm listed below.

Date: April 15, 2021

Full Legal Name of Company: Weiss Serota Helfman Cole & Bierman

Signature: [signature]

Printed Name: CHAD Friedman

Title: Partner

ATTACHMENT A
STANDARD FORMS

ADDENDUM ACKNOWLEDGEMENT

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:
List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated April 14, 2021

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS QUALIFICATION

Weiss Serota Helfman

Firm Name

Signature

CHAD Friedman, Partner

Name and Title (Print or Type)

4/21/2021

Date

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Specifications, Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor /contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the CITY OF RIVIERA BEACH or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Weiss Serota Helfman
NAME OF BUSINESS

cfriedman@wsh-law.com
E-MAIL ADDRESS

BY: [signature]
SIGNATURE OF AUTHORIZED OFFICER

Sworn to and subscribed before me this 15 day of April, 2021

Chad Friedman, Partner
PRINTED NAME AND TITLE

[signature]
SIGNATURE OF NOTARY

2525 Ponce de Leon Blvd, Suite 700
MAILING ADDRESS

NOTARY PUBLIC STATE OF FLORIDA
MARILYN V SOMODEVILLA
Commission # GG 366794
Expires September 13, 2023
Bonded Thru Budget Notary Services

MY COMMISSION EXPIRES: _____

Coral Gables, FL 33134
CITY, STATE, ZIP CODE

PERSONALLY KNOWN ✓

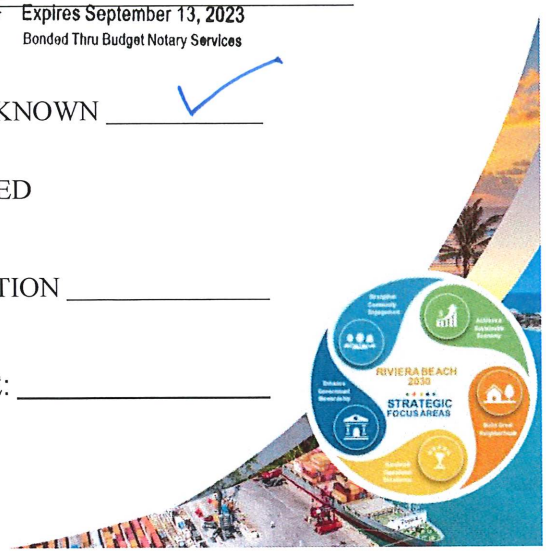
305 854 0800
TELEPHONE NUMBER

OR PRODUCED

IDENTIFICATION _____

305 854 2323
FAX NUMBER

TYPE: _____



CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposer's must disclose within their proposals: the name of any officer, director, or agent who is also an employee of the City of Riviera Beach.

Furthermore, all Proposer's must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

✓ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Qualification.

_____ The undersigned firm, by attachment to this form, submits information, which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Qualification.

Acknowledged by:

Weiss Serota Helfman
Firm Name

Signature

Chad Friedman, Partner
Name and Title (Print or Type)

April 15, 2021
Date

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

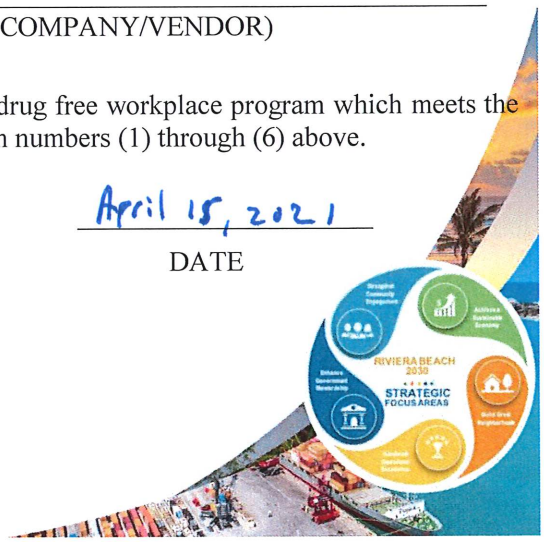
THIS CERTIFICATION is submitted by Chad Friedman the
(INDIVIDUAL'S NAME)

Partner Of Weiss Serota Helfman
(TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

April 15, 2021
DATE



CITY OF RIVIERA BEACH
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 [F.S.] for CATEGORY TWO [$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Weiss Serota Helfman

Firm Name

Signature

Chad Friedman, Partner

Name & Title (Print or Type)

April 15, 2021

Date

"The Best Waterfront City in Which to Live, Work and Play."

CITY OF RIVIERA BEACH
ADDENDUM NO. 1

TO: ALL PROPOSERS

FROM: CITY OF RIVIERA BEACH PROCUREMENT DEPARMENT

SUBJECT: ADDENDUM NO. ONE (1) TO RFP 1024-21-2, LEGAL SERVICES FOR IMPLEMENTATION OF PUBLIC-PRIVIATE PARTNERSHIP PROJECTS AND DEVELOPMENTS

DATE: APRIL 14, 2021

CC: GENERAL PUBLIC

A. **NOTICE:** The purpose of this Addendum is to address Requests for Information (RFIs) and provide a written response. All other terms and conditions of the solicitation remain unchanged.

B. The Proposal due date is changed ***FROM April 20, 2021 TO READ: April 27, 2021.***

QUESTIONS AND ANSWERS:

1. Items D, E, and F in Section 1.1 are unknown projects and proposals. What is the expected timeline, number of parties, and nature of services for each of these projects so that we can accurately provide a fee estimate as required in Section 4, part F?

   Answer: *The expected timeline for such project/proposals is within the next three (3) years. Other projects anticipated include two (2) fire stations, water treatment plant, Marina Phase II development, and a municipal complex to include five (5) development projects. The nature of services are related to construction and development agreements.*

2. Are digital signatures accepted on all required forms for RFP 1024-21-2 P3 City of Riviera Beach?

   Answer: *Yes, digital signatures that contain complete metadata i.e., date, name, and certification info of the signor.*

Addendum No. 1 must be signed as acknowledgment of receipt, and attached to the proposal when submitted at **3:00 p.m., Tuesday, April 27, 2021** at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida, 33404. For information on this solicitation, please contact:

Althea Pemsel, Director of Procurement
1481 West 15th Street
Riviera Beach, FL 33404
purchasing@rivierabeach.org

Weiss Serota Helfman
NAME OF COMPANY

PROPOSER'S SIGNATURE

DATE: 4/19/2021

Chad Friedman
PROPOSER'S PRINTED NAME

OLD REPUBLIC INSURANCE COMPANY

Professional Liability Insurance Policy

Issuing and Policyholder Servicing Office:

Old Republic Professional Liability, Inc.
191 North Wacker Drive, Suite 1000
Chicago, IL 60606
Tel: (312) 750-8800
Fax: (312) 750-8965
www.oldrepublicpro.com

OLD REPUBLIC INSURANCE GROUP

OLD REPUBLIC INSURANCE COMPANY
GREENSBURG, PENNSYLVANIA

Declarations
Excess Professional Liability Policy

This is a claims made and reported policy with defense costs included in the limit of liability.
Please read the entire policy carefully.

Policy Number: ORPRO 44600 Previous Number: ORPRO 42337

Item 1. **Named Insured and Principal Address:**

Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd.
Suite 700
Coral Gables, FL 33134

Item 2. **Policy Period:** From: June 24, 2020 To: June 24, 2021
12:01 a.m. local time at the principal address stated above.

Item 3. **Limit of Liability:** $2,000,000 each claim and aggregate for the Policy Period in excess of the total Underlying Limit(s).

Item 4. **Schedule of Underlying Policies:**

(a) Primary Policy(ies):

Insurer:	Endurance American Specialty Insurance Company
Policy Number:	LPL10003941607
Policy Period:	June 24, 2020 to June 24, 2021
Limit of Liability:	$3,000,000 Each Claim/Aggregate
Deductible:	$100,000 (See Policy for details)

Item 5. **Premium:** $42,900

All notices required to be given to the Company under this policy shall be addressed to the Company c/o Old Republic Professional Liability, Inc., 191 North Wacker Drive, Suite 1000, Chicago, IL 60606-1905

The following forms and endorsements are attached to and made a part of this Policy at Policy issuance: Policy Jacket; ORUG-61 (09/2004); Endorsements #1 - E4066-2FL (06/2006); #2 - E4066-3FL (08/2006); #3 - E4066-4FL (06/2006); #4 - E4066-5FL (11/2017); #5 - E4068 (11/2013); #6 - E4074 (07/2016); #7 - E5000 (09/2004); #8 - MANUSCRIPT and Application dated May 27, 2020.

DATE: July 8, 2020

Frank J. Kastelic
Authorized Representative

SOMPO INTERNATIONAL

Endurance American Specialty Insurance Company
Wilmington, Delaware

PREMIER LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY

NOTICE: PLEASE READ CAREFULLY. This is a claims-made and reported Policy. Except as otherwise provided herein, this Policy covers only **Claims** first made against the **Insured** during the **Policy Period.** Please read the Policy carefully.

The Limits of Liability available to pay insured **Damages** shall be reduced by amounts incurred for **Claim Expenses**, unless the Policy is otherwise endorsed. Amounts incurred for **Claims Expenses** and **Damages** shall also be applied against the self-insured retention, unless the Policy is otherwise endorsed.

POLICY NUMBER: LPL10003941607

PRIOR POLICY NUMBER: LPL10003941606

Item 1. Producer: Gemini Risk Partners, LLC
Address: 39572 Woodward Avenue
Bloomfield Hills, MI 48304

Item 2. **Named Insured**: Weiss Serota Helfman Cole & Bierman, P.L.
Address: 2525 Ponce de Leon Blvd., Ste. 700
Coral Gables, FL 33134

Predecessor Firm(s): Weiss Serota Helfman Pastoriza Cole & Boniske, P.A.
Weiss, Serota & Helfman, P.A.
Weiss, Serota, Helfman, Pastoriza & Guedes, P.A.
Weiss Serota Helfman Pastoriza Guedes Cole & Boniske, P.A.
Weiss Serota Helfman Pastoriza Cole & Boniske, P.A.

Item 3. **Policy Period**: From: June 24, 2020 To: June 24, 2021
(12:01 AM Standard Time on both dates at the address of the **Named Insured**.)

Item 4. Limits of Liability: (Including **Claims Expenses**)

(A) Each **Claim:** $3,000,000

(B) Maximum Total **Policy Period** Aggregate: $3,000,000

Item 5. Self-Insured Retention: $100,000 Each **Claim**

Item 6. Premium: $158,000

Minimum Earned Premium $39,500

Item 7. Prior & Pending Litigation Date: 4/24/2013

Item 8. **Retroactive Date**: Full Prior Acts

Item 9. Forms and Endorsements Applicable to Coverage at Inception of Policy:
See attached Forms and Endorsements Schedule, Form Number: IL 0101

Item 10. Address Notice of Claims or Potential Claims To:

E-Mail	Mail
Insuranceclaims@sompo-intl.com	Sompo Pro Attn: Claims Department 1221 Avenue of The Americas New York, NY 10020

Submission of Notice of Claims by email is preferred.

Item 11. **Disciplinary Proceeding** Coverage:

(A) Each **Disciplinary Proceeding**: $25,000

(B) **Policy Period** Aggregate: $50,000

Item 12. Choice of Law and Jurisdiction: This insurance shall be governed by and construed in accordance with the laws of the State of New York, U.S.A., and each party agrees to submit to the exclusive jurisdiction of any competent court within the United States of America.

These Declarations, the completed and signed **Application**, and this Policy with Endorsements shall constitute the contract between the **Insured** and the **Insurer**

The **Insurer** hereby causes this Policy to be signed on the Declarations page by a duly authorized representative of the **Insurer**.

NOTE: SEE ENCLOSED NOTICE FOR SURPLUS LINES NOTIFICATION

Daniel Wadley

Authorized Representative

June 24, 2020

Date

PROFESSIONAL SERVICES CONTRACT

This Contract is made as of this ____day of _____, 2021, by and between the **City of Riviera Beach** a CITY created and existing under the laws of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and **Carlton Fields-Fasken**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 59-1233896.

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

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide legal services.

The CITY's representative/liaison during the performance of this Contract shall be Elizabeth McBride, Deputy City Manager, who may be contacted by 561-812-6595, emcbride@rivierabeach.org.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on _____ and complete all services by _____.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. Generally - The CITY agrees to compensate the CONSULTANT _____. 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 CONSULTANT for any travel costs incurred as a direct result of the CONSULTANT providing deliverables to the CITY.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Contract. Invoices will then be sent to the CITY Finance Director for payment and will normally be paid within thirty (30) days following the CITY representative's approval.

C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of receipts, invoices, or other documentation acceptable to the CITY Finance Director.

D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT'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 in this final invoice, are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

E. Payments to the CONSULTANT shall be sent to:

George J. Meyer
Carlton Fields
Corporate Center Three at
International Plaza
4221 W. Boy Scout Blvd., Ste. 1000
Tampa, Florida 33607-5780

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT 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 CONSULTANT'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 noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its right under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT 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 CONSULTANT; 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 CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT 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 CONSULTANT 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 progress, 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 CONSULTANT 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 CONSULTANT 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.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel in accordance with the applicable standard of care in the field for which CONSULANT is consulting with the CITY.

The CONSULTANT agrees that it is fully responsible to the CITY for the negligent acts and omissions of subcontractors, sub consultants, and of persons either directly or indirectly employed by the CONSULTANT (hereinafter "subcontractor" or "subcontractors"). Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONSULTANT's personnel and all of the CONSULTANT's subcontractors will comply with all CITY requirements governing conduct, safety, and security while on or utilizing CITY premises/property.

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 of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT 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 CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

If subcontractor(s) are used, the CONSULTANT 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 CONSULTANT shall be responsible for the performance of all subcontractors.

ARTICLE 8 – SBE PARTICIPATION

The City of Riviera Beach's Procurement Ordinance has a Small Business Enterprises (SBE) participation component which may apply to this Contract. If it is determined by CITY staff that it applies, the

CONSULTANT agrees to abide by the provisions of the SBE section of the procurement code. The CONSULTANT further agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the CITY to inspect such records and provide such records to the CITY upon request.

ARTICLE 9 - FEDERAL AND STATE TAX

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

The CONSULTANT 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 annual appropriations being made by the City of Riviera Beach.

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the CITY, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT 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 CONSULTANT of its liability and obligations under this Contract.

B. The CONSULTANT 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 CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $500,000.00 per occurrence to protect the CONSULTANT 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 CONSULTANT or by anyone directly or indirectly employed by or contracting with the CONSULTANT.

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT 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 CONSULTANT or by anyone, directly or indirectly, employed by the CONSULTANT.

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, such party shall then, 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 CONSULTANT shall specifically include the CITY as an "Additional Insured."

ARTICLE 12 - INDEMNIFICATION

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

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

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT 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. Except as above, neither the CITY nor the CONSULTANT 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 CONSULTANT.

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 legal action necessary to enforce the Contract will be held within Palm Beach County.

ARTICLE 15 - REMEDIES

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

ARTICLE 16 - CONFLICT OF INTEREST

The CONSULTANT 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 CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance.

The CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT 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 CONSULTANT under the terms of this Contract.

Further, please be advised, in accordance with section 112.313, Florida Statutes, and pertinent Opinions of the Florida Commission on Ethics, that if you or certain representatives of your company are a member of a city board, including an advisory board, you may be ineligible to enter into a contract/agreement with the CITY. If you are a member of a city board, including an advisory board, prior to executing this contract, please contact the Florida Commission on Ethics at (850) 488-7864 to secure an informal advisory opinion regarding your eligibility to enter into this contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONSULTANT 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 CONSULTANT 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 CONSULTANT's request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was without it or its subcontractors' fault or negligence 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 CONSULTANT 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 consultant 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 CONSULTANT's control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY 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 delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

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

ARTICLE 18 - INDEBTEDNESS

The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 or similar 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.

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.

The CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(a) Keep and maintain public records required by the CITY to perform the service.

(b) Upon request from the CITY's custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONSULTANT does not transfer the records to the CITY.

(d) Upon completion of this Contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT

THE CITY CLERK'S OFFICE

561-845-4090 crobinson@rivierabeach.com 600 West Blue Heron Blvd. 33404

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT 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 CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'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 CONSULTANT 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 CONSULTANT warrants that it is has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'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, CONSULTANT 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

All parties shall be responsible for their own attorneys' fees, court costs and expenses 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.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals which are legally 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 upon request.

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT 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 thirty-six (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 CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT 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 CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by the 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 CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved by 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 also via email. If sent to the CITY shall be mailed to:

City of Riviera Beach
ATTN: Randy Sherman, Director of Finance
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

With a copy to:

City Attorney's Office
1481 West 15th Street
2nd Floor
Riviera Beach, FL 33404

If sent to the CONSULTANT shall be mailed to:

Carlton Fields-Fasken
Attn: George Meyer
Corporate Center Three at International Plaza
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, FL 33607-5780

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. 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 – PROTECTION OF WORK AND PROPERTY

If applicable, the CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect the CITY's property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONSULTANT shall provide any necessary materials to maintain such protection.

ARTICLE 32 – TIME

Time is of the essence in all respects under this Contract. The CITY and CONSULTANT shall work in an expeditious manner to complete this contract.

ARTICLE 33 - 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 34 - WAIVER

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

ARTICLE 35 - PREPARATION

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

ARTICLE 36 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONSULTANT 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 37 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT 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, Carlton Fields-Fasken hereby represents to the CITY that George Meyer, 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 is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 38 - 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 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of this Contract and all exhibits attached hereto. The CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that a conflict exists between this Contract and the exhibits, 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 40 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the City of Riviera Beach.

ARTICLE 41 - 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 42 – 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 43 - 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 CONSULTANT;

b. The filing of any judgment lien against the assets of the CONSULTANT 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 CONSULTANT; or

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

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

ARTICLE 44 - WAIVER OF SUBROGATION

The CONSULTANT 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 CONSULTANT 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 CONSULTANT enter into such an agreement on a pre-loss basis.

ARTICLE 45 - RIGHT TO REVIEW

The CITY, by and through its Risk Management Division, 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.

ARTICLE 46 – WAIVER OF TRIAL BY JURY

IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND CONSULTANT KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. CITY AND CONSULTANT HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

ARTICLE 47 – PALM BEACH COUNTY INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009 as codified in 2-421 through 2-440 of the County's Code, the CONSULTANT acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed the ordinance and is aware of its rights and/or obligations under such ordinance.

This Contract is subject to any and all applicable conflict of interest provisions found in the CITY procurement ordinance, Chapter 16.5, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. During the term of this Contract and any renewals or extensions thereof, the Independent Contractor shall continue to disclose to the CITY any possible conflicts of interests. The CONTRACTOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the CITY.

[SIGNATURES ON FOLLOWING PAGE]

CONTRACT WITH THE CITY OF RIVIERA BEACH

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

CORPORATE SEAL

CITY OF RIVIERA BEACH

BY: _____
RONNIE L. FELDER
MAYOR

ATTEST:

BY: _____
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
DAWN S. WYNN
CITY ATTORNEY

Date: _____

CONSULTANT.

BY: _____
GEORGE J. MEYER
SHAREHOLDER

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
RANDY SHERMAN
DIRECTOR OF FINANCE AND
ADMINISTRATIVE SERVICES

Procurement initials _____

PROFESSIONAL SERVICES CONTRACT

This Contract is made as of this ____day of _____, 2021, by and between the **City of Riviera Beach** a CITY created and existing under the laws of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and **Weiss Serota Helfman Cole + Bierman P.L.** a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is **20-8112403**.

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

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide legal services.

The CITY's representative/liaison during the performance of this Contract shall be Elizabeth McBride, Deputy City Manager, who may be contacted by 561-812-6595, emcbride@rivierabeach.org.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on _____ and complete all services by _____.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. Generally - The CITY agrees to compensate the CONSULTANT _____. 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 CONSULTANT for any travel costs incurred as a direct result of the CONSULTANT providing deliverables to the CITY.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Contract. Invoices will then be sent to the CITY Finance Director for payment and will normally be paid within thirty (30) days following the CITY representative's approval.

C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of receipts, invoices, or other documentation acceptable to the CITY Finance Director.

D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT'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 in this final invoice, are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

E. Payments to the CONSULTANT shall be sent to:

Weiss Serota Helfman Cole + Bierman, P.L.
Co-Chair of Municipal Counsel Practice Group
1200 N. Federal Highway, Suite 312
Boca Raton, FL 33432
T: 305 854 0800 | F: 954 764 7770
cfriedman@wsh-law.com

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT 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 CONSULTANT'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 noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its right under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT 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 CONSULTANT; 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 CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT 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 CONSULTANT 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 progress, 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 CONSULTANT 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 CONSULTANT 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.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel in accordance with the applicable standard of care in the field for which CONSULANT is consulting with the CITY.

The CONSULTANT agrees that it is fully responsible to the CITY for the negligent acts and omissions of subcontractors, sub consultants, and of persons either directly or indirectly employed by the CONSULTANT (hereinafter "subcontractor" or "subcontractors"). Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONSULTANT's personnel and all of the CONSULTANT's subcontractors will comply with all CITY requirements governing conduct, safety, and security while on or utilizing CITY premises/property.

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 of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT 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 CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

If subcontractor(s) are used, the CONSULTANT 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 CONSULTANT shall be responsible for the performance of all subcontractors.

ARTICLE 8 – SBE PARTICIPATION

The City of Riviera Beach's Procurement Ordinance has a Small Business Enterprises (SBE) participation component which may apply to this Contract. If it is determined by CITY staff that it applies, the CONSULTANT agrees to abide by the provisions of the SBE section of the procurement code. The CONSULTANT further agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the CITY to inspect such records and provide such records to the CITY upon request.

ARTICLE 9 - FEDERAL AND STATE TAX

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

The CONSULTANT 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 annual appropriations being made by the City of Riviera Beach.

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the CITY, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT 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 CONSULTANT of its liability and obligations under this Contract.

B. The CONSULTANT 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 CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $500,000.00 per occurrence to protect the CONSULTANT 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 CONSULTANT or by anyone directly or indirectly employed by or contracting with the CONSULTANT.

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT 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 CONSULTANT or by anyone, directly or indirectly, employed by the CONSULTANT.

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, such party shall then, 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 CONSULTANT shall specifically include the CITY as an "Additional Insured."

ARTICLE 12 - INDEMNIFICATION

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

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

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT 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. Except as above, neither the CITY nor the CONSULTANT 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 CONSULTANT.

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 legal action necessary to enforce the Contract will be held within Palm Beach County.

ARTICLE 15 - REMEDIES

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

ARTICLE 16 - CONFLICT OF INTEREST

The CONSULTANT 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 CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance.

The CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT 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 CONSULTANT under the terms of this Contract.

Further, please be advised, in accordance with section 112.313, Florida Statutes, and pertinent Opinions of the Florida Commission on Ethics, that if you or certain representatives of your company are a member of a city board, including an advisory board, you may be ineligible to enter into a contract/agreement with the CITY. If you are a member of a city board, including an advisory board, prior to executing this contract, please contact the Florida Commission on Ethics at (850) 488-7864 to secure an informal advisory opinion regarding your eligibility to enter into this contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONSULTANT 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 CONSULTANT 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 CONSULTANT's request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was without it or its subcontractors' fault or negligence 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 CONSULTANT 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 consultant 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 CONSULTANT's control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY 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 delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

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

ARTICLE 18 - INDEBTEDNESS

The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 or similar 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.

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.

The CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(a) Keep and maintain public records required by the CITY to perform the service.

(b) Upon request from the CITY's custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONSULTANT does not transfer the records to the CITY.

(d) Upon completion of this Contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT

THE CITY CLERK'S OFFICE

561-845-4090 crobinson@rivierabeach.com 600 West Blue Heron Blvd. 33404

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT 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 CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'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 CONSULTANT 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 CONSULTANT warrants that it is has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'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, CONSULTANT 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

All parties shall be responsible for their own attorneys' fees, court costs and expenses 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.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals which are legally 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 upon request.

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT 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 thirty-six (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 CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT 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 CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by the 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 CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved by 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 also via email. If sent to the CITY shall be mailed to:

City of Riviera Beach
ATTN: Randy Sherman, Director of Finance
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

With a copy to:

City Attorney's Office
1481 West 15th Street
2nd Floor
Riviera Beach, FL 33404

If sent to the CONSULTANT shall be mailed to:

Weiss Serota Helfman Cole + Bierman, P.L.
Co-Chair of Municipal Counsel Practice Group
1200 N. Federal Highway, Suite 312
Boca Raton, FL 33432
T: 305 854 0800 | F: 954 764 7770
cfriedman@wsh-law.com

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. 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 – PROTECTION OF WORK AND PROPERTY

If applicable, the CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect the CITY's property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONSULTANT shall provide any necessary materials to maintain such protection.

ARTICLE 32 – TIME

Time is of the essence in all respects under this Contract. The CITY and CONSULTANT shall work in an expeditious manner to complete this contract.

ARTICLE 33 - 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 34 - WAIVER

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

ARTICLE 35 - PREPARATION

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

ARTICLE 36 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONSULTANT 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 37 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT 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, Weiss Serota Helfman Cole and Bierman hereby represents to the CITY that Chad S. Friedman 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 is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 38 - 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 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of this Contract and all exhibits attached hereto. The CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that a conflict exists between this Contract and the exhibits, 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 40 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the City of Riviera Beach.

ARTICLE 41 - 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 42 – 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 43 - 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 CONSULTANT;

b. The filing of any judgment lien against the assets of the CONSULTANT 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 CONSULTANT; or

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

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

ARTICLE 44 - WAIVER OF SUBROGATION

The CONSULTANT 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 CONSULTANT 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 CONSULTANT enter into such an agreement on a pre-loss basis.

ARTICLE 45 - RIGHT TO REVIEW

The CITY, by and through its Risk Management Division, 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.

ARTICLE 46 – WAIVER OF TRIAL BY JURY

IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND CONSULTANT KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. CITY AND CONSULTANT HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

ARTICLE 47 – PALM BEACH COUNTY INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009 as codified in 2-421 through 2-440 of the County's Code, the CONSULTANT acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed the ordinance and is aware of its rights and/or obligations under such ordinance.

This Contract is subject to any and all applicable conflict of interest provisions found in the CITY procurement ordinance, Chapter 16.5, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. During the term of this Contract and any renewals or extensions thereof, the Independent Contractor shall continue to disclose to the CITY any possible conflicts of interests. The CONTRACTOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the CITY.

[SIGNATURES ON FOLLOWING PAGE]

CONTRACT WITH THE CITY OF RIVIERA BEACH

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

CORPORATE SEAL

CITY OF RIVIERA BEACH

BY: _____
RONNIE L. FELDER
MAYOR

CONSULTANT.

BY: _____
CHAD S. FRIEDMAN
PARTNER

ATTEST:

BY: _____
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
RANDY SHERMAN
DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
DAWN S. WYNN
CITY ATTORNEY

Date: _____

Purchasing initials _____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 8/4/2021

Agenda Category: RESOLUTION

Subject: Code Compliance Fees Resolution

Recommendation/Motion: City Staff recommends approval of this resolution.

Originating Dept	Development Services	**Costs**	N/A
User Dept.	Citywide	**Funding Source**	
Advertised	No	**Budget Account Number**	
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

The City's desire is to strengthen and streamline the code compliance process in order to improve neighborhoods and property values. At the July 21, 2021 Council meeting, Odinance4172 passed which repealed and replaced article IV, Division 2 of City codes which related to the Code Compliance process. Subsequently, this companion resolution will establish code compliance administrative fees, application fees for lien reductions and releases, and establish the parameters of the "Property Improvement" account.

The recommended Property Improvement Program will receive ten percent (10%) of code compliance violations. The monies received, will be reinvested into the community by way of property improvement grants and neighborhood beautification initiatives. Potential eligible activities include, but are not limited to: yard improvements, house painting, and minor structural improvements. The Development Services Department will establish a committee, application form, and policies governing the distribution of property improvement funds. At minimum, eligible properties must be homesteaded and the owner must demonstrate financial need. These funds will be reserved for private property beautification assistance, not projects in City Rights-of-Way or City properties.

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
City_Council_Memo_-Code_Compliance_Fees_Resolution.docx	Memo to Council	7/27/2021	Cover Memo
Code_Compliance_Fees_Resolution.docx	Reolution 88-21_Code_Compliance_Fees	7/22/2021	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Community Development	Sirmons, Clarence	Approved	7/22/2021 - 11:49 AM
Purchasing	Williams, Glendora	Approved	7/22/2021 - 12:28 PM
Finance	sherman, randy	Approved	7/23/2021 - 8:45 AM
Attorney	Busby, Lina	Approved	7/23/2021 - 12:52 PM
City Clerk	Robinson, Claudene	Approved	7/23/2021 - 12:59 PM
City Manager	Jacobs, Deirdre	Approved	7/28/2021 - 6:07 PM

"The Best Waterfront City in Which to Live, Work And Play."

CITY OF RIVIERA BEACH

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

THROUGH: JONATHAN EVANS, MPA, MBA, ICMA-CM, CITY MANAGER

FROM: CLARENCE SIRMONS, AICP, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: **CODE COMPLIANCE CHAPTER - FEE SCHEDULE**

DATE: AUGUST 4, 2021

CC: GENERAL PUBLIC

Background:

The City's desire is to improve neighborhoods as well as property values through strengthening and streamlining the code compliance process. Thereby, at the July 21, 2021 Council meeting, Ordinance No. 4172 passed, which repealed and replaced Article IV, Division 2 of City Codes which related to the code compliance process.

At this time, staff is presenting this companion item which requests Council's consideration to establish code compliance administrative fees and application fees for lien reductions and releases. In concert, Council is also being asked to consider certain proposed administrative and operational guidelines that will support the creation of a Property Improvement Program as well as an adjoining budgeted account. The account will be used to collect monies realized as a result of non-compliance penalties.

The proposed Property Improvement Program will receive five percent (5%) of any property maintenance code violation. The monies collected, will be reinvested into the community through the use of property improvement grants and neighborhood beautification initiatives. Potential activities eligible for funding may include, but are not limited to: landscaping improvements, house painting, and minor structural improvements. Is this only for residential properties or commercial as well? Is it only property maintenance code violations or any code violation? Is Property Improvement Program already in place or is it being proposed?

To implement the Program, the Development Services Department will establish criteria to

select a committee, create an application form, and develop standards governing the distribution of such funds.

It is anticipated that in the near future, staff will have completed its research and compilation of such data and information and will then present the details to the Council for its review and consideration. At minimum, eligible residential properties must be homesteaded and the owner must demonstrate financial need. These funds will be reserved for private property beautification assistance, not projects in City Rights-of-Way or City properties.

Citywide Goal:

Build Great Neighborhoods.

Budget/Fiscal Impact:

There are no immediate fiscal or budget impacts associated with this Item.

Recommendation(s):

City staff recommends that the City Council approve this resolution.

Attachment(s):

1. Code Compliance Fees Resolution

RESOLUTION NO: 88-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH ESTABLISHING FEES FOR THE CODE COMPLIANCE PROGRAM AND ESTABLISHING A PROPERTY IMPROVEMENT ACCOUNT; PROVIDING FOR REPEAL OF ALL RESOLUTIONS IN CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Riviera Beach administers a Code Compliance program in accordance with Chapter 162, Part I, Florida Statutes; and

WHEREAS, in administering the program, the City incurs costs to assist property owners in complying with the City's code of ordinances; and

WHEREAS, the Code Compliance program must recoup such costs in order to continue to provide services to the City's property owners and its citizens; and

WHEREAS, in order to assist the City's property owners and its citizens who face financial hardships or other hurdles in bringing their property into compliance, the Code Compliance program desires to create a Property Improvement Account based on a percentage of fees received through the Code Compliance program; and

WHEREAS, the Department of Development Services will establish programs to utilize the funds form the Property Improvement Account to address hardship cases and assist in improving the overall appearance of the City; and

WHEREAS, the City Council of the City of Riviera Beach desires to establish fees for certain Code Compliance costs and the Property Improvement Account; and,

WHEREAS, the City Council of the City of Riviera Beach finds the fees set forth herein and the Property Improvement Account are necessary for the health, safety, and welfare of the City and serve 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. The foregoing recitals are incorporated herein as true and correct findings of the City Council of the City of Riviera Beach.

SECTION 2. That the Code Compliance Division is hereby authorized to assess the following fees for the Code Compliance program:

A. **First Violation Administrative Fee**: Although authorized by Chapter 162, Part I, Florida Statutes, at this time, the City Council for the City of Riviera Beach shall not assess an administrative fee for a property owner's first violation(s) of the City's Code of

Ordinances. The City Council waives such fee in order for violators to use their available funds to bring their property into compliance in a timely manner. However, the Code Compliance Administrator shall keep track of all administrative costs in order to assure the same are collected in the lien reduction process. Administrative costs shall include, but not be limited to, costs for all case copies, postings, photographs, City staff time beyond the assigned code inspector's time, and all additional administrative time spent on the property owner's request(s) for extension of time, additional inspection(s), and other special requests.

B. **Repeat Violation Administrative Fee**: For those violators found by the Special Magistrate, or that acknowledge by written stipulation, to have committed a repeat violation, a fee of **$250 per repeat violation** shall be paid to the City. This administrative fee fairly and accurately represents the total amount of administrative fees the Code Compliance Division could have sought under the original violation, but waived in order for the violator to timely bring the property into compliance; and, the administrative fee the Code Compliance Division could have sought under the repeat violation.

C. **Application for Fine or Lien Reduction**: The fee for a fine or lien reduction application shall be **$300** which includes the administrative cost associated with the application, with the fine or lien reduction hearing, preparation of the reduction order and the recording fee (as applicable). This fee shall apply for each case (fine or lien) sought to be reduced.

D. **Application for Release of Lien**: The fee for a release of lien (or a Final Order) application shall be **$300** which includes the administrative cost associated with the application, City Attorney's review, preparation of the release of lien (or Final Order) and the recording fee (as applicable). This fee shall apply for each lien (or Final Order) sought to be released.

E. **Application for Partial Release of Lien:** The fee for a partial release of lien application shall be **$300** which includes the administrative cost associated with the application, City Attorney's review, preparation of the partial release of lien and the recording fee (as applicable). This fee shall apply for each lien sought to be partially released.

SECTION 3. That there shall be established a Property Improvement Account in which ten percent (10%) of all Code Compliance Division fees, fines, liens, and other charges paid to the City shall be deposited. The Development Services Department shall establish policies and programs for utilization of the Property Improvement Account funds to assist homestead property owners who can demonstrate financial need and to assist those other private property owners seeking to improve the overall appearance of their property and the City. These funds shall not be used for projects on City properties or in City Rights-of-Way.

SECTION 4. That all resolutions in conflict with this Resolution shall be repealed to the extent of the conflict.

SECTION 5. That this Resolution shall become effective upon passage.

PASSED AND APPROVED this ____ day of _____, 2021.

APPROVED:

_____
RONNIE L. FELDER
MAYOR
ATTEST:

_____
SHIRLEY D. LANIER
CHAIRPERSON

_____
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

_____
KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

_____
TRADRICK MCCOY
COUNCILPERSON

_____
JULIA A. BOTEL, Ed.D
COUNCILPERSON

_____
DOUGLAS A. LAWSON
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

T. MCCOY: ____

K. MILLER-ANDERSON: ____

S. LANIER: ____

J. BOTEL: ____

D. LAWSON: ____

REVIEWED AS TO LEGAL SUFFICIENCY

_____
DAWN S. WYNN, CITY ATTORNEY

DATE: _____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 8/4/2021

Agenda Category: REGULAR RESOLUTION

Subject: Adoption of the Security Policy prohibiting weapons in certain City Facilities and outlining operational procedures to be followed in conjunction with the Policy.

Recommendation/Motion: Staff Recommends the adoption of the Security Policy prohibiting weapons in certain City Facilities and outlining operational procedures to be followed in conjunction with the Policy.

Originating Dept	Police	**Costs**	NOT APPLICABLE
User Dept.	Police	**Funding Source**	
Advertised	No	**Budget Account Number**	
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

The City of Riviera Beach has the responsibility to provide a safe and secure environment for those that visit City facilities. Depending on the facility, the City has various security measures in place, to include security personnel, screening equipment, security cameras, and law enforcement personnel. In order to operate security screening uniformly and consistent with applicable laws, staff recommends the adoption of a security policy that restricts weapons in certain city facilities and outlines operational procedures.

Staff from the Police Department and City Attorney's Office worked jointly on the development of a policy. City Staff researched security policies and conducted site visits at local governmental facilities in order to review current security practices and standards.

Pursuant to Florida Statute Chapter 790, a license issued under 790.06 F.S. does not authorize any person to openly carry a handgun or concealed weapon or firearm into any police station or any meeting of the governing body of a municipality or special district.

Specifically, this Security Policy will prohibit anyone from bringing weapons into buildings solely occupied by a law enforcement agency, and further utilize security personnel and screening equipment to enforce the policy.

Visitors and Employees that are not properly screened will be denied access. Furthermore, the Security Policy requires that all visitors to City facilities and City employees are subject to search when the City has probable cause to believe that the Security Policy has been violated.

According to the Security Policy, in any City Facility other than a Firearm Prohibited Facility as defined by the Policy, persons legally carrying a concealed weapon shall be subject to screening, but allowed to enter the City facility with the weapon after having demonstrated possession of a valid State issued permit, and provided the weapon is not carried into a meeting of the governing body or special district.

Upon adoption of the Security Policy, the City will ensure proper signage is posted at all applicable locations outlining the prohibited weapons.

Staff Recommends the adoption of the Security Policy prohibiting weapons in certain City Facilities and outlining operational procedures to be followed in conjunction with the Policy.

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions (cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
City_Council_Memo_-_Security_Policy_07-22-2021.docx	City Council Memo - Security Policy	7/27/2021	Cover Memo
Resolution_to_Adopt_the_Security_Policy_DSW_07202021.docx	Resolution to Adopt Security Policy	7/22/2021	Resolution
Prohibition_of_Weapons_in_City_Facilities_Policy_07-27-2021.docx	Security Policy	7/27/2021	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Police	Madden, Michael	Approved	7/22/2021 - 10:09 AM
Purchasing	Williams, Glendora	Rejected	7/27/2021 - 9:32 AM
Police	Madden, Michael	Approved	7/27/2021 - 9:46 AM
Purchasing	Williams, Glendora	Approved	7/27/2021 - 10:01 AM
Finance	sherman, randy	Approved	7/27/2021 - 12:02 PM
Attorney	Wynn, Dawn	Approved	7/27/2021 - 12:40 PM
City Clerk	Robinson, Claudene	Approved	7/27/2021 - 1:25 PM
City Manager	Jacobs, Deirdre	Approved	7/28/2021 - 6:08 PM

"The Best Waterfront City in Which to Live, Work and Play."

CITY OF RIVIERA BEACH – MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON AND CITY COUNCIL

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

FROM: NATHAN OSGOOD, CHIEF OF POLICE

SUBJECT: **SECURITY POLICY PROHIBITING WEAPONS AT CERTAIN CITY MEETINGS AND FACILITIES**

DATE: AUGUST 4, 2021

CC: GENERAL PUBLIC

Background:

The City of Riviera Beach has the responsibility to provide a safe and secure environment for those that visit City facilities. Depending on the facility, the City has various security measures in place, to include security personnel, screening equipment, security cameras, and law enforcement personnel. In order to operate security screening uniformly and consistent with applicable laws, staff recommends the adoption of a security policy that restricts weapons in certain City facilities as well as operational procedures to administer and implement such process.

Staff from the Police Department and City Attorney's Office worked jointly on the development of a policy. City Staff researched security policies and conducted site visits at local governmental facilities in order to review current security practices and standards.

Pursuant to Florida Statute Chapter 790, a license issued under 790.06 F.S. does not authorize any person to openly carry a handgun or concealed weapon or firearm into any police station or any meeting of the governing body of a municipality or special district.

Specifically, this Security Policy will prohibit anyone from bringing weapons into buildings solely occupied by a law enforcement agency, and to utilize security personnel and screening equipment to further enforce the policy.

Visitors and Employees that are not properly screened will be denied access. Furthermore, the Security Policy requires that all visitors to City facilities and City employees are subject to search when the City has probable cause to believe that the Security Policy has been violated.

According to the Security Policy, in any City Facility other than a Firearm Prohibited Facility as defined by the Policy, persons legally carrying a concealed weapon shall be subject to screening, but allowed to enter the City facility with the weapon after having demonstrated possession of a valid State issued permit, and provided the weapon is not carried into a meeting of the governing body or special district.

Upon adoption of the Security Policy, the City will ensure proper signage is posted at all applicable locations outlining the prohibited weapons.

There is no conflict with any existing City Policy in this Agenda Item.

Citywide Goal:

Accelerate Operational Excellence.

Budget/Fiscal Impact:

None

Recommendation(s):

Staff recommends the adoption of the Security Policy prohibiting weapons in certain City facilities and meetings as well as outlining operational procedures to be followed as party to the Policy.

Attachments:

Resolution
Security Policy

RESOLUTION NO. 89-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ADOPTION OF A SECURITY POLICY PROHIBITING WEAPONS IN CERTAIN CITY FACILITIES AND OUTLINING OPERATIONAL PROCEDURES TO BE FOLLOWED IN CONJUNCTION WITH THE POLICY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statute Chapter 790, a license issued under 790.06 F.S. does not authorize any person to openly carry a handgun or concealed weapon or firearm into any police station or any meeting of the governing body of a municipality or special district; and

WHEREAS, the purpose of this Security Policy, which is attached hereto, is to increase the safety and security of employees and visitors to public facilities in the City of Riviera Beach by prohibiting weapons from being brought into certain facilities, and to outline the operational procedures to be followed based on the security resources available at any given facility; and.

WHEREAS, specifically this Security Policy will prohibit anyone from bringing weapons into buildings solely occupied by a law enforcement agency, and further utilize security personnel and electronic screening equipment to enforce the policy; and

WHEREAS, the Security Policy requires that all visitors to City facilities and City employees are subject to search when the City has probable cause to believe that the Security Policy has been violated; and

WHEREAS, according to the Security Policy, in any City Facility other than a Firearm Prohibited Facility as defined by the Policy, persons legally carrying a concealed weapon shall be subject to screening, but allowed to enter the City facility with the weapon after having demonstrated possession of a valid State issued permit, and provided the weapon is not carried into a meeting of the governing body or special district; and

WHEREAS, the City Council of the City of Riviera Beach finds that this policy promotes the health, safety, and welfare of the residents and visitors of the City and the general public.

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

SECTION 1. That City Council hereby authorizes the adoption of the Security Policy prohibiting weapons in certain City Facilities and outlining operational procedures to be followed in conjunction with the Policy.

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

PASSED AND APPROVED this _____day of _____, 2021.

The remainder of this page intentionally left blank.

APPROVED:

_____
RONNIE L. FELDER
MAYOR

_____
SHIRLEY D. LANIER
CHAIRPERSON

ATTEST:

_____
CLAUDENE L. ANTHONY,
CERTIFIED MUNICIPAL CLERK
CITY CLERK

_____
KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

_____
JULIA A. BOTEL, Ed.D
COUNCILPERSON

_____
DOUGLAS A. LAWSON
COUNCILPERSON

_____
TRADRICK MCCOY
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

T. MCCOY: ____

K. MILLER-ANDERSON: ____

S. LANIER: ____

J. BOTEL: ____

D. LAWSON: ____

REVIEWED AS TO LEGAL SUFFICIENCY

_____
DAWN S. WYNN, CITY ATTORNEY

DATE:_____

	POLICY AND PROCEDURE	
	SUBJECT: **PROHIBITION OF WEAPONS IN CITY FACILITIES**	

Date: July 21, 20221 **Number:**

PURPOSE:

The purpose of this policy is to increase the safety and security of employees and visitors to City facilities by prohibiting weapons from being brought into certain facilities, and to outline the operational procedures to be followed based on the security resources available at any given facility.

UPDATES:

Future updates to this Policy are the responsibility of the City Attorney's Office and Police Department.

AUTHORITY:

Florida Statute Chapter 790, as may be amended.

POLICY:

It is the policy of the City of Riviera Beach to prohibit anyone from bringing Weapons into buildings solely occupied by a law enforcement agency (LE Building), and Meeting Rooms (as defined below), collectively referred to as Firearm Prohibited Facilities. It is also the City's policy to utilize security personnel and electronic screening equipment to help enforce this policy. All visitors to City facilities and City employees are subject to search when the City has probable cause to believe that this policy has been violated. In any City Facility other than a Firearm Prohibited Facilities, persons legally carrying a concealed weapon shall be subject to screening, but allowed to enter the City facility with the weapon after having demonstrated possession of a valid State issued permit.

DEFINITIONS:

City: The City Council of the City of Riviera Beach.

City Facility: Any building or property owned or leased by the City, or used by the City for meetings.

Electronic Security Screening (ESS): X-ray machines, walk-through and hand-held magnetometer (metal detectors), and other equipment which will be used to screen individuals and packages.

Public Works: The City department with responsibility for maintenance and operation, including security, of City facilities, in conjunction with the Procurement Department.

Firearm Prohibited Facility: a LE building (listed in Attachment A) or any Meeting Room (as defined below).

Meeting Room: Any room in which any meeting of the governing body of any City, public school district, municipality, or special district is being held, including but not limited to, any meeting of the City Council of the City of Riviera Beach.

PD: City of Riviera Beach Police Department.

Prohibited List: A list maintained by ESS of items that are prohibited from entry into a Firearm Prohibited Facility.

Security Personnel: Full or part-time security officers employed by the City or under contract assignment to the City.

Security Section: The Security Section of ESS.

Weapon: Includes all firearms, ammunition, knives, clubs, brass knuckles, explosives or destructive devices, chemical weapons and devices, stun guns, or other objects that may be considered weapons, as defined in section 790.001, Florida Statutes, as may be amended.

PROCEDURES:

1. Firearm Prohibited Facilities staffed with full or part-time security personnel and/or electronic screening equipment will be posted with signs providing notification that by entering the Firearm Prohibited Facility, each individual is consenting to a search and security personnel will adhere to the following procedure:

A. All persons are subject to search by security personnel at any time in a Firearm Prohibited Facility. Refusal to submit to search is a violation of this policy and PD will be contacted to resolve the situation.

B. ESS is responsible for maintaining a list of prohibited items identifying all items that are not allowed in a Firearm Prohibited Facility.

C. All persons entering a Firearm Prohibited Facility equipped with electronic screening equipment will be required to submit to the security screening procedure. Anyone refusing to submit to screening will be denied access into the building.

I. If the screening process indicates a person is attempting to enter a Firearm Prohibited Facility with a Weapon, the screening process will stop to secure the item within the screening equipment. The person shall be required to remain at the security checkpoint until Security Personnel or law enforcement arrive.

Any person requiring a screening accommodation other than that identified in this paragraph should contact the Utility Special District at (561) 845-4185 or the Public Works Department at (561) 812-6590 or the Community Redevelopment Agency at (561) 844-3408 at least two (2) business days prior to the desired entrance date.

II. In any other Firearm Prohibited Facility, a person presenting medical documentation which indicates that he/she is not able to be screened by either a magnetometer and/or wand, shall be subject to a hand search or alternate procedure to be determined by PD. Should a hand search be required, the PD Communications Center is to be called at (561) 845-4123 and a request made for the assistance of a Police Officer. The person wishing entry will be asked to wait for the Police Officer's arrival. Upon arrival, the Police Officer will perform any required hand search of the person. Notwithstanding the above, he/she is still required to have all items in his/her possession screened through the x-ray machine and all standard x-ray screening procedures will be followed.

D. Buildings identified as LE Buildings

I. PD shall be responsible for updating from time to time the list of LE Buildings, Attachment A.

II. Any person employed by a LE agency requiring access to a LE Building shall have the option of using a picture ID access card to enter through

alternative access controlled entrances. LE agency employees with approved access are exempt from the screening process but are still subject to their employer's weapons policy.

E. Holding Cells

I. PD shall be responsible for updating from time to time the list of holding cells.

II. All persons not exempt pursuant to D.II. above, are subject to screening.

F. Meeting Rooms

I. All persons are subject to screening.

II. Law enforcement officers are required to show identification to the security personnel at the screening station. Properly identified law enforcement personnel will be permitted to enter the City Facilities, without disarming, after passing through security screening station.

2. Screening and Security in Other City Facilities.

A. All City Facilities with security personnel and screening equipment will be posted with signs notifying visitors and employees that by entering the City Facility, the individual is consenting to a search by security personnel at any time and what items are prohibited from being brought into the facility.

B. All City employees assigned to work in or requiring access to City Facilities with security personnel and with an access control system have the option of using a City-provided picture ID access-card to enter through any access controlled staff entrance, if any.

C. Law Enforcement Officers are required to show identification to the security personnel at the screening station. Properly identified law enforcement personnel will be permitted to enter the Other City Facility, without disarming, after passing through the security screening station.

D. All persons entering City Facilities with security personnel and electronic screening equipment (except for those exempt from screening pursuant to 2.B. and

2.C. above) will be required to submit to the security screening procedure. Anyone refusing to submit to electronic screening will be denied access into the building.

I. Signs will be posted at the building entrance and prior to the screening station providing notification of the electronic screening policy as well as with the procedures for proceeding through the electronic screening station. At a minimum the posted procedures will state that any visitor carrying a concealed Weapon is to advise security personnel in advance of the screening station and NOT REMOVE THE CONCEALED WEAPON FROM ITS HOLSTER OR CARRYING LOCATION.

a) Visitors with concealed Weapons will be asked to show their concealed weapons permit. If the permit has not expired, the visitor will proceed through the screening station but not be further searched. A visitor with a concealed Weapons permit will be permitted to carry any and all concealed Weapons into the City Facility.

b) Visitors that do not produce a concealed Weapons permit will be advised by security personnel that he/she is not permitted to a carry a concealed Weapon into the building and PD will be called to address the issue in accordance with state law.

II. Without detaining the visitor, security personnel may contact PD to assist with any visitor that is carrying a concealed Weapon and refuses to show his/her concealed Weapons permit upon request.

E. All persons entering City Facilities with full or part time security personnel but no electronic screening are subject to search when the City has probable cause to believe that an unauthorized Weapon exists in a City Facility. If an unauthorized Weapon is suspected, the reporting Department representative will contact their respective security desk to report the suspicion.

I. The security desk will dispatch Law Enforcement to the facility and complete a preliminary investigation.

II. All persons and items (including desks, lockers, packages, briefcases, purses, and similar containers) are subject to search. If probable cause exists to believe that a person has entered the facility in possession of a prohibited Weapon, the Security Personnel will approach the individual and advise that there is probable cause to believe that an unauthorized Weapon exists, that he/she may show a copy of a valid

concealed weapons permit, may submit to a reasonable search, or may leave the facility.

III. If an unauthorized Weapon is discovered, Security Personnel shall contact PD to resolve the incident.

F. All persons entering City Facilities without full or part time security personnel.

I. Any person suspecting that a person has brought an unauthorized Weapon into a City Facility shall contact 911 to report the suspicion if there is any concern over the safety of an employee or visitor. In reporting any suspicion, the caller should know the name and address of the building and be able to describe the suspect and nature of suspicion.

3. For City employees, disciplinary action, including termination, as well as arrest may occur for possession of an unauthorized firearm or other Weapon in the workplace.

Departmental Sponsor: CITY ATTORNEY'S OFFICE / POLICE DEPARTMENT

Policy Review Date:

References: F.S.S. 790

Departments Effected: ALL CITY EMPLOYEES AND VISITORS TO CITY FACILITIES

_____
City Manager

_____
Date

Attachment A
Firearms Prohibited Facilities
Law Enforcement Buildings

PD at City Hall	600 W. Blue Heron Blvd, Riviera Beach, FL 33404
Port Center	2501 Martin Luther King Jr Blvd, 1st Fl, Riviera Beach, FL 33404

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 8/4/2021

Agenda Category: DISCUSSION AND DELIBERATION

Subject: Discussion regarding the memorandum of understanding approved July 7, 2021

Recommendation/Motion:

Originating Dept	PARKS AND RECREATION	**Costs**	
User Dept.	PARKS AND RECREATION	**Funding Source**	
Advertised	No	**Budget Account Number**	
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

Council has requested a presentation and discussion regarding the Memorandum of Understanding with the Boys and Girls Club of Palm Beach County

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions (cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
City_Council_Memo_-_MOUBGCDiscussion.docx	Memo to Council	7/27/2021	Cover Memo
MEMORANDUM_OF_UNDERSTANDING__BOYS_AND_GIRLS_CLUB__(FINAL)_final.docx	Memorandum of Understanding	7/22/2021	Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Recreation Park	Blankenship, Richard	Approved	7/22/2021 - 7:46 AM
Purchasing	Williams, Glendora	Approved	7/22/2021 - 12:34 PM
Finance	sherman, randy	Approved	7/23/2021 - 10:35 AM
Attorney	Wynn, Dawn	Approved	7/27/2021 - 8:59 AM
City Clerk	Robinson, Claudene	Approved	7/27/2021 - 9:21 AM
City Manager	Jacobs, Deirdre	Approved	7/28/2021 - 6:08 PM

"The Best Waterfront City in Which to Live, Work And Play."

CITY OF RIVIERA BEACH – MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON AND CITY COUNCIL

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

FROM: RICHARD BLANKENSHIP, DIRECTOR OF PARKS AND RECREATION

SUBJECT: **MEMORANDUM OF UNDERSTANDING WITH THE BOYS AND GIRLS CLUB OF PALM BEACH COUNTY-DISUCSSION**

DATE: AUGUST 4, 2021

CC: GENERAL PUBLIC

Background:

As requested by City Council at its July 21, 2021 regular meeting, staff is prepared to discuss the Memorandum of Understanding (MOU) with the Boys and Girls Club of Palm Beach County that was approved by Council during its July 7, 2021 regular meeting.

Citywide Goals:

Build Great Neighborhoods
Accelerate Operational Excellence
Enhance Government Stewardship
Strengthen Community Engagement

Budget/Fiscal Impact:

Execution of this MOU will eliminate the need for summer camp staff, reduce transportation cost and allow recreation staff the time to develop more fee-based recreational programming. Department revenues will be reduced in the beginning due to not receiving the Early Learning

Coalition vouchers for afterschool and summer camp participants, however, those revenues do not adversely impact the department.

Parks and Recreation Budget is on budget. Page 157.

Recommendation:

Approve the Memorandum of Understanding with the Boys and Girls Club of Palm Beach County for subsequent execution by the City.

Attachments:

1. Cover Memo
2. Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF RIVIERA BEACH AND BOYS AND GIRLS CLUB OF PALM BEACH COUNTY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this 11th day of June, 2021, by and between the City of Riviera Beach, Florida, a Florida municipal corporation ("City"), and the Boys and Girls Club of Palm Beach County, Inc., a Florida not-for-profit corporation, located at 800 Northpoint Parkway, Suite 204, West Palm Beach, Florida 33407,

RECITALS

WHEREAS, the City desires to appropriate and expend money from the City's general fund to finance programs deemed to be necessary and proper to meet the social needs of the children and youth residing in the City, including, but not limited to, areas relating to the public health, welfare and safety; and

WHEREAS, programs established and provided by the Max M. Fisher Boys and Girls Club located at 221 West 13th Street, Riviera Beach, Florida 33404 (hereinafter the "Boys and Girls Club"), assist children and youth of the City with programs and educational activities which enhances the lives of such children, youth and their families; and

WHEREAS, the City's partnering with the Boys and Girls Club allows the City to expand and interconnect its park and recreational program offerings, provide increased public access to a diverse range of recreational activities, establish mentoring programs for Boys and Girls participants, and form strategic partnership for the betterment and enrichment of children and youth residing in the City.

NOW, THEREFORE, in consideration of the premise and the mutual promises set forth in this memorandum of understanding, the City and Boys and Girls Club hereby agree as follow:

1. **City's Responsibilities and Obligations.**
   A. The City, through its Parks and Recreation Department, will collaborate with the Boys and Girls Club by:
      1. Expanding and interconnecting certain of its Parks and Recreational Programs, specifically its summer camp and afterschool care programs, with the Boys and Girls Club, specifically:
         a) Transferring, on or before August 1, 2021, its afterschool care program to the Boys and Girls Club for program administration, management and oversight. For the purposes of this provision, the Boys and Girls Club has the right to utilize Wells *and/or* Tate Recreation Centers, based upon the program's space demands and needs.
         b) Transferring it summer camp programs to the Boys and Girls Club for their administration, management, and oversight. Such transfer of programs shall occur on or before June 1, 2022. For the purposes of this provision, the Boys

and Girls Club has the right to utilize Wells *and/or* Tate Recreation Centers, based upon the program's space demands and needs.

c) Assisting with the promotion of the summer camp and afterschool care programs under the care of the Boys and Girls Club.

d) Permitting optional use of satellite locations for the summer camp program and/or afterschool program to be conducted by the Boys and Girls Club at the Wells Recreation Center, and/or Tate Recreation Center; provided that:

   i. The Afterschool Program is conducted Monday through Friday, between the hours of 2:00 PM and 6:00 PM, and out of school days, full and half days, as provided in the annual school calendar as approved by the Palm Beach County School Board.

   ii. The Summer Camp Program is conducted Monday through Friday, between the hours or 7:30 AM and 6:00 PM, and out of school days, full and half days, as provided in the annual school calendar as approved by the Palm Beach County School Board.

To facilitate any issues related to the use of the above-designated satellite locations, the Boys and Girls Club shall work with the Director of Parks and Recreation.

2. Providing swim lessons and aquatic safety training to participants in the Boys and Girls Club programs, consisting of:

   a) Free swim lessons through the City's "Learn to Swim Program", funded by the Palm Beach County Drowning Coalition Program. Such swim lessons shall be coordinated with the Aquatics Coordinator, Will Hollins, at (561)-845-4070. For all participants participating in the City's "Learn to Swim Program", the Boys and Girls Club shall ensure the City receives all pertinent participant information required for the City to receive the free swim lessons.

3. Permitting Boys and Girls Club participants to have free access or entrance into the following City facilities or programs.

   a) Barracuda Bay for family night and Boys and Girls Club events.

   b) City field space, provided, the Boys and Girls Club reserve the use of the field space.

   c) Gym or field space for fundraisers, provided, the Boys and Girls Club reserve the gym or field space.

   d) City youth leagues, provided, the Boys and Girls Club register participants.

   Should the Boys and Girls Club desire to schedule any of its participants for any of the above City programs and facilities, the Boys and Girls Club shall contact the Parks and Recreation Department at (561)845-4070.

4. Transferring ownership of three (3) or less, forty passenger buses to the Boys and Girls Club, if the Boys and Girls Club desires to obtain and use the buses.

5. Storing all Boys and Girls Club buses on such City property as determined by the City Manager.

6. Pruning and maintaining the exterior landscape of the Boys and Girls Club's facilities by the Parks and Recreation Department.
7. Sponsoring ten (10) children or youth participants in the Summer Camp, at the rate of $100.00 a week for ten (10) weeks per child/youth, totaling $10,000; provided that such child or youth is a resident of the City of Riviera Beach.
8. Preparing and submitting joint grant applications with the City's Parks and Recreation Department, when mutually agreed upon.

B. The City, along with its Police Department and Fire Services Department, agrees to engage in mentoring activities and services with participants of the Boys and Girls Club by:
   1. Training participants on Hands Only CPR and Stop the Bleed, and in first aid.
   2. Providing information to, and the exposure of, participants to careers in Government, Fire Rescue Services and Law Enforcement.
   3. Engaging in intervention activities with Boys and Girls Club participants which empower the participants to achieve positive growth and development, become productive and responsible members of the City community, ensuring they feel connected and safe in the community.
   4. Providing enhanced mentoring services to Boys and Girls youth, if any, who have been involved with law enforcement or the Juvenile Justice System, to decrease delinquent behavior and reduce the likelihood of delinquency.

C. In collaboration with the Boys and Girls Club, and upon request, the City and its respective departments will participate in programs as Family Night, assist with the organization of a teen summit.

2. Boys and Girls Club's Responsibilities and Obligations.

A. The Boys and Girls Club will:
   1. Prior to the commencement of the summer camp and afterschool programs, and continuing throughout the programs, market and promote the programs to families through informational and electronic materials and flyers, and identify and recruit participants for the programs.
   2. Continue, or implement, programs for the City's children and youth which are without common deterrents such as lack of transportation, affordability, or lack of parent availability; which offers an asset to the community through keeping youth busy in positive activities during hours which have been proven effective in decreasing negative or unwanted behaviors; and which provide quality recreational and other experiences that promote health and wellness to the City's children and youth.
   3. Permit the City use of its facilities, specifically its gymnasium, when not in use by the Boys and Girls Club. An agreement between both parties for facility use will be drafted separately from this MOU. The agreement will include advance notification requirements, insurance requirements, sanitation protocols, and supervisory requirements.
   4. Provide the City with reports it may need on participants, including but not limited to the number of participants, and on the proper reporting of any funds.
   5. Identify and provide volunteers for its summer camp and afterschool camp consistent with the provisions herein.

6. Background check and screen, include fingerprint, all Boys and Girls Club employees, volunteers, contractors, or interns performing services under this Agreement and remaining on the premises of the Boys and Girls Club facility for any purpose under this Agreement.

3. Revisit of Financial Terms

The financial terms of this memorandum of understanding may be revisited by the City during its annual budget process, to determine and ensure the continued adequacy of funding. Each party recognize the City's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by the City Council for subsequent fiscal years.

4. Effective Date; Term

This memorandum of understanding shall be effective on the date it is made above and shall expire three (3) years after such date. This Agreement may be renewed and extended for additional periods of time by agreement of the parties.

5. Amendments

This Agreement is not subject to modification or amendment except by a writing of the same formality as this Agreement and executed by the signatories hereto, both the City and the Boys and Girls Club.

6. Applicable Law and Venue

This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Florida, without regard to principles of conflict of laws. Venue of all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida.

7. Jurisdiction; Venue

This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.

For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of the Circuit Court of Palm Beach County, Florida.

8. Indemnification

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the City shall indemnify, defend and hold harmless the Boys and Girls Club against any actions, claims or damages arising out of the City's negligence in connection with this Agreement, and the Boys and Girls Club shall indemnify, defend and hold harmless the

City against any actions, claims, or damages arising out the Boys and Girls Club's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

9. Severability

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

10. Insurance

The Boys and Girls Club shall maintain, throughout the performance of this Agreement, a policy or policies of Worker's Compensation insurance with such limits as may be required by law; a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Boys and Girls Club or any of its officers, directors, employees or agents; and a policy or policies of automobile liability insurance covering any automobile or other motor vehicle used in connection with Such general liability and automobile liability insurance shall have limits of not less than One Million Dollars ($1,000,000.00) combined single limit per occurrence and shall name City as an additional insured. Upon execution of this Agreement by the Boys and Girls Club, the Boys and Girls Club provide City with certificates of insurance evidencing the insurance required by this section and shall deliver to City renewal policies and certificates not less than thirty (30) days prior to the expiration of any insurance required. The Boys and Girls Club shall give City thirty (30) days prior written notice in the event any of the coverages required hereunder are changed or canceled.

11. Assignment

Neither party may assign or transfer any interest in this Agreement without the prior written consent of the other party.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the Boys and Girls Club and the City.

13. Audits; Inspector General

Upon prior request of the City to comply with audit requirements, the Boys and Girls Club shall make available to the City all financial and other records related to this Agreement and the City shall have the right to audit such records at any reasonable time.

The Boys and Girls Club agrees and understands that the Palm Beach County Office of Inspector General ("Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes

(including meetings), data, computer hard drives, emails, facilities or other assets owned, borrowed or used by the Boys and Girls Club with regards to the Agreement. Boys and Girls Club employees, vendors, officers and agents shall furnish the Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to the Agreement.

14. Public Records

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

Pursuant to Section 119.0701, Florida Statutes, the Boys and Girls Club shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the costs provided in this chapter or otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer at no cost to the public agency all public records in possession of the Boys and Girls Club upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 845-4070, crobinson@rivierabeach.org; 600 West Blue Heron Blvd; Riviera Beach, FL 33404.

15. Waiver of Jury Trial.

TO THE EXTENT PERMITTED BY LAW, THE CITY AND THE BOYS AND GIRLS CLUB WAIVER KNOWINGLY AND VOLUNTARILY FOR ITSELF AND ALL PERSONS CLAIMING BY OR THROUGH THEM ALL RIGHT TO TRIAL BY JURY IN ANY OTHER JUDICIAL PROCEEDINGS HEREAFTER INSTITUTED BY ONE OF

THE PARTY'S AGAINST THE OTHER PARTY IN RESPECT TO THIS AGREEMENT.

16. Notices

Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or certified mail to the following persons and at the following addresses:

If to Boys and Girls Clubs of Palm Beach County, Inc.:

Jaene Miranda, President & CEO

800 Northpoint Parkway, Suite 204
West Palm Beach, FL 33407

If to the City: Jonathan Evans, City Manager
City of Riviera Beach
1481 W. 15th Street, Suite 238
Riviera Beach, Florida 33404

With a copy to: Dawn Wynn, Esq.,
City Attorney
City of Riviera Beach
1481 W.15th Street
Riviera Beach, Florida 33404

17. Counterparts.

This Agreement may be executed in two or more counterparts each of which when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and be the same instrument.

18. Authority

Each person signing this Agreement on behalf of either party individually warrants that s/he has full legal power to execute this Agreement on behalf of the party for whom s/he is signing and to bind and obligate such party with respect to all provisions contained in the Agreement.

SIGNATURES ON FOLLOWING PAGE

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

City of Riviera Beach, Florida,
a Florida municipal corporation

BY: _____
RONNIE L. FELDER,
MAYOR

BY: _____
SHIRLEY LANIER,
CHAIRPERSON

ATTEST:

By: _____
Claudene L. Anthony, CMC
City Clerk

Approved As To Form And
Legal Sufficiency

By:_____
Dawn S. Wynn, City Attorney

Boys & Girls Club of Palm Beach County, Inc.,
a Florida not-for-profit corporation

ATTEST:

BY:_____

_____
Witness

PRINT NAME_____

Its:_____

_____
Print/Type Name

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 8/4/2021

Agenda Category: BOARD APPOINTMENT

Subject: Planning & Zoning Board Appointments

Recommendation/Motion: Staff recommends the following actions: 1) Appoint Mr. Frank Fernandez as a Planning & Zoning Board member; 2) Appoint Ms. Darlene Cruz to the position of 2nd Alternate.

Originating Dept	Development Services	**Costs**	N/A
User Dept.	Citywide	**Funding Source**	
Advertised	No	**Budget Account Number**	N/A
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

The Planning and Zoning Board is a advisory board of the City Council, comprised of seven regular members and two alternate members. All members are appointed by the City Council and serve in a voluntary capacity for three year terms. This board is primarily tasked with reviewing Site Plan Applications, new Land Development Regulations, and Comprehensive Plan Amendments and the Capital Improvement Plan.

In July of 2020, first alternate, Mrs. Evelyn Harris-Clark, was appointed as a full member and the second alternate position became available. Additionally, in February of 2021, Board member Gustafson resigned. Both of these vacant seats are appointees of Council District 4. As such, staff has consulted with Councilperson Botel on the applicants under consideration for this item.

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Memo_To_Council-_2021_Board_Appointments.docx	Memo to Council	7/28/2021	Cover Memo
Fernandez_App_Planning_and_Zoning_Riviera_Beach.pdf	Fernandez Application	7/21/2021	Backup Material
Fernandez_Abbreviated_Resume.docx	Fernandez Resume	7/21/2021	Backup Material
PZB_Membership_List_07.21.2021.pdf	P&Z Board Membership Roster	7/21/2021	Backup Material
PZ_BOARD_ATTENDANCE_ROSTER_2021.pdf	P&Z Board Attendance Record	7/21/2021	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Community Development	Sirmons, Clarence	Approved	7/21/2021 - 6:39 PM
Purchasing	Williams, Glendora	Approved	7/22/2021 - 12:27 PM
Finance	sherman, randy	Approved	7/23/2021 - 8:43 AM
Attorney	Busby, Lina	Approved	7/27/2021 - 10:00 AM
City Clerk	Robinson, Claudene	Approved	7/27/2021 - 11:39 AM

City Manager	Jacobs, Deirdre	Approved	7/28/2021 - 6:05 PM

"The Best Waterfront City in Which to Live, Work And Play."

CITY OF RIVIERA BEACH

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

FROM: CLARENCE SIRMONS, AICP, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: **PLANNING AND ZONING BOARD APPOINTMENTS**

DATE: AUGUST 4, 2021

CC: GENERAL PUBLIC

Background:

The Planning and Zoning Board is an advisory board of the City Council, comprised of seven regular members and two alternate members. All members are appointed by the City Council and serve in a voluntary capacity for three-year terms. This board is primarily tasked with reviewing Site Plan Applications, new Land Development Regulations, Comprehensive Plan Amendments and the Capital Improvement Plan.

In July of 2020, first alternate Mrs. Evelyn Harris-Clark was appointed as a full member and the second alternate position became available. Additionally, in February of this year, board member Jon Gustafson resigned. Both of these vacant seats are appointees of Council District 4. As such, staff has consulted with Councilwoman Botel on the applicants under consideration for this item.

City Goals:

Strengthen Community Engagement

Fiscal/Budget Impact:

N/A

Recommendation:

Staff recommends the following actions: 1) Appoint Mr. Frank Fernandez as a Planning & Zoning Board member. 2) Appoint Mr. Russell Barnes to the position of 2nd Alternate.

Attachments:

1. Frank Fernandez Advisory Board Application
2. Frank Fernandez resume
3. Russell Barnes Advisory Board Application and resume
4. Planning & Zoning Board Membership List
5. Planning & Zoning Board Attendance Roster 2021

APPLICATION FOR CITY OF RIVIERA BEACH ADVISORY BOARD

Please Note: Pursuant to 119.07 F.S. the information provided in this application is considered to be public record, except as provided by law.

Board Applying For: Planning and Zoning Board

Name: Frank X. Fernandez Home Address: PO Box 14631

City: North Palm Beach State: FL Zip: 33408 Home Phone No: 305-218-1686

Work Phone No: _____ Email Address: Tangofxf@aol.com

Are you currently serving on a City Board or Committee? YES ( ) NO (✔)

If so please indicate name: _____ Date of Service(s) _____

Are you available for day time meetings (✔) evening meetings (✔)

What would you hope to accomplish by participating if you are appointed?

I have been a resident of Riviera Beach for approximately five years. I hope my 32 years of work related experience with the USG would allow me the opportunity to enhance the Quality of Life, well being of our citizenry. Community service is tops on my priority list.

Present Employer: Retired Position: Criminal Investigations USG

Address: _____ City: _____ State: _____ Zip: _____

Profession: _____ Length: _____

How long have you practiced the above profession? 32 Years

Preferred mailing address: PO Box 14631, North Palm Beach, FL 33408

Could your occupation or employment present a conflict of interest on municipal subject matters discussed or decided upon by the Advisory Board? YES ( ) NO (✔) NOT SURE ( )

Please explain:

FYI: I utilize PO Box as residential Address, due to confidentiality based on employment Prior to retirement.

Please explain your knowledge, experience, and interest in municipal functions; municipal charter, financing, Florida Constitution, and Florida Statutes pertaining to municipal law; if none, provide your experiences or skills in dealing with business or communication:
32 years of service with USG, major metropolitan areas. Formed working coalitions with State, Federal, Local agencies (municipalities), to enhance the quality of life of the citizens I served. Worked alongside Fed/State Prosecutors for entire career, 12Y in Fl

EDUCATIONAL BACKGROUND

Degree or Certificate	Institution	Course of Study
BA	Rutgers College (NJ)	Language/Crim Justice

Are you registered and actively Vote in Palm Beach County? YES (✔) NO ( )

Are you currently participating in civic or community activities? YES (✔) NO ( )

If yes, explain: Assist Dr. J. Botel, Council Member with Community Matters

I understand the duties, rules and time commitment to the Advisory Board to which I have applied:

Signature _____ Date 5-6-2021

How did you learn about the Advisory Board?

City's website ( ) Community group (✔) Newspaper ( ) Other ( )

If you desire, resume may be attached; Florida Law may require you to file a Financial Disclosure Form. If so, you will be notified upon appointment to City Advisory Board.

Please return application and resume to:

Office of the City Clerk
600 West Blue Heron Blvd,
Riviera Beach, Fl 33404

FOR USE BY CITY OF RIVIERA BEACH

Appointment by: _____ *Date:* _____ *Expiration Date:* _____

Orientation Date: _____ *Notified by City Staff:* _____

FRANK X. FERNANDEZ
P.O. BOX 14631
NORTH PALM BEACH, FL 33408

Skills Summary

Approximately 32 Years of Service, U.S. Government, U.S, Department of Justice. Criminal Investigations. Team Leader of Enforcement teams, Contractors, Civilian Employees.

Areas of Experience: Criminal Investigations, Internal Affairs/Integrity Investigations. Contracting, Procurement, Facilities Management/Security, Fleet Management, HR, EEO, served as a Team Leader tasked with internal/external security measures, with federal, state, local counterparts, at Miami International Airport. Formed working coalitions with federal, state, local, in order to enhance quality of life of the citizens I served. Worked alongside federal/state prosecutors, Corporate Managers, Community leaders, municipalities and their respective entities.

Education

Bachelor of Arts, Spanish-Criminal Justice, Rutgers College (NJ)

Experience

U.S. Department of Justice 1987-2018. Criminal Investigations, multiple metropolitan jurisdictions. Supervisor of several teams. Retired as an Assistant Special Agent in Charge, Miami Division.

Type of Award / Award Description

United States Attorney General's Law Excellence in Law Enforcement Award

Multiple Agency, US Attorney Awards/Recognition, Community Recognition.

Additional information available upon request.

City of Riviera Beach

Planning and Zoning Board

Membership List - 2021

Evelyn Harris Clark, Chair 133 West 11th Street, Riviera Beach, FL 33404 (813) 431-2854 ehclarkbar@aol.com	Term Expires: Reappointed: Appointed: Group: B	07/03/2022 N/A 07/03/2019 District # 2
Rena Burgess, Vice-Chair 3300 R.J. Hendley Avenue, Riviera Beach, FL 33404 (561) 542-0310 (M) suprwmn0007@gmail.com	Term Expires: Reappointed: Appointed: Group: C	04/11/2023 04/11/2017 12/01/2007 District # 1
Anthony Brown, Board Member 1928 Gardenia Court, Riviera Beach, FL 33404 (561) 324-1250 (M) - (561) 615-3988 (W) tony@brown-phillips.com	Term Expires: Reappointed: Appointed: Group: C	04/11/2023 N/A 04/11/2017 District # 1
James Gallon, Board Member 1325 West 7th Street, Riviera Beach, FL 33404 (561) 842-0872 (H) 1gallon@comcast.net	Term Expires: Reappointed: Appointed: Group: C	04/11/2023 N/A 04/11/2017 District # 3
Margaret Shepherd, Board Member 167 East 23rd Street, Riviera Beach, FL 33404 (561) 670-0509 (H) margaretshephard1946@gmail.com	Term Expires: Reappointed: Appointed: Group: A	06//20/2021 06/20/2018 06/17/2015 District # 2
William A. Wyly, Board Member 1550 West 13th Street, Riviera Beach, FL 33404 (407) 443-9706 Dominique_w@yahoo.com	Term Expires: Reappointed: Appointed: Group: B	06/19/2022 N/A 06/19/2019 District # 3
VACANT, Board Member	Term Expires: Reappointed: Appointed: Group:	 N/A District # 4
Moeti Ncube, 1st Alternate 1000 Center Stone Lane, Riviera Beach, FL 33404 (850) 572-4128 mncube@gmail.com	Term Expires: Reappointed: Appointed: Group:	07/03/2022 N/A 07/03/2019 District # 1
VACANT, 2nd Alternate	Term Expires: Reappointed: Appointed: Group:	 District # 4

The Planning and Zoning Board meets on the second (and occasional fourth) Thursday of the month at 6:30 p.m. at the Riviera Beach Marina Event Center located at 190 East 13th Street, Riviera Beach, Florida 33404. For additional information, contact the Development Services Department at (561) 845-4060

Updated: March 12, 2021 (SMD)

PLANNING AND ZONING BOARD ATTENDANCE ROSTER - (2020 - 2021)

Member / Date	08/27	09/03	09/10	11/17	02/25	03/11	03/25	04/08	04/22	05/13	05/27	06/10	06/24	07/08	07/22	08/12	08/26	09/09	09/23	10/14	10/28	11/11	12/09
Rena Burgess District # 1			**A**	**A**	**P**	**P**	**.**	**P**	**.**	**.**	**P**	**A**	**P**	**.**									
Anthony Brown District # 1			**P**	**P**	**P**	**P**	**.**	**P**	**.**	**.**	**A**	**P**	**P**	**.**									
James Gallon District # 3			**P**	**P**	**P**	**P**	**.**	**P**	**.**	**.**	**P**	**P**	**A**	**.**									
Margaret Shepherd District # 2			**A**	**A**	**P**	**A**	**.**	**P**	**.**	**.**	**P**	**P**	**P**	**.**									
William Wyly District # 3			**P**	**P**	**P**	**P**	**.**	**P**	**.**	**.**	**P**	**P**	**P**	**.**									
Evelyn Harris District # 2			**P**	**P**	**P**	**P**	**.**	**P**	**.**	**.**	**P**	**P**	**P**	**.**									
Moeti Ncube District # 1			**P**	**A**	**P**	**A**	**.**	**A**	**.**	**.**	**P**	**A**	**P**	**.**									

Notes: **A** = Absent, **P** = Present, • = Meeting Cancelation, **N/R** = Attendance Not Required, **V/R**= Voting Rights, ***** = No Quorum

Revised: 07/21/2021 - SMD