Community Redevelopment Agency Regular Meeting
Agenda
Marina Event Center- 190 E. 13th Street, Riviera Beach, FL 33404
June 10, 2026
6:00 PM

Be advised, that the meeting location is subject to change. The public is encouraged to visit the Riviera Beach CRA (RBCRA) website, www.rbcra.com, for up to date information on meeting location and information.

Mayor, Ex Officio
Douglas A. Lawson

Chairperson
Bruce Guyton - District 1

Vice Chair
Glen Spiritis - District 4

CRA Commissioners
KaShamba Miller-Anderson - District 2
Shirley D. Lanier - District 3
Fercella Davis-Panier - District 5

Administration
Gedel Merzius, CRA Executive Director
Sherley Desir, Director of Administration
Pittman Law Group

ADA Notice

This meeting is open to the Public. 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 RBCRA Clerk at 561-844-3408 no later than 2 days (48 hours) prior to the proceedings.

To request material in accessible format, sign language interpreters, hearing impaired accommodation, or any accommodation to review any document or participate in these proceedings, please contact the Florida Relay Services 1-800- 955-8771 (TDD) or 1-800-955-8770 (voice) for assistance.

Public Comments Information

If anyone wants to speak on an agenda item, please complete a public comment card located at the front desk and give it to the RBCRA Clerk staff prior to Board discussion and before the public comments section is announced. In no event will anyone be allowed to submit a comment card to speak on an agenda item after the title of the item is read or considered.

Consent Agenda: Total time allotted for comment on the Consent Agenda to each member of the public is three (3) minutes.

Regular Agenda: Members of the public will be given three (3) minutes to speak on any regular agenda item.

Please note that the time limit for public comment may be reduced by a vote of the Board based on the voluminous nature of public comment cards.

Civility and Decorum: Please be reminded that the Riviera Beach CRA is committed to civility and decorum by its officials, employees, and members of the public who attend this meeting. The Board has adopted "Rules of Decorum Governing Public Conduct during Official Meetings", which provides in pertinent part:

- Officials shall be recognized by the Chair and shall not interrupt a speaker.
- Public comment shall be addressed to the Board as a whole and not to any individual on the dais or in the audience.
- Displays of anger, rudeness, ridicule, impatience, lack of respect and personal attacks are strictly prohibited.
- Unauthorized remarks from the audience, stamping of feet, clapping, whistles, yells and similar demonstrations shall not be permitted.
- Offenders may be removed from the meeting.
- Please mute or turn off cell phone at the start of the meeting. Failure to do so may result in being barred from the meeting.

CALL TO ORDER

Roll Call

Invocation

Pledge of Allegiance

AGENDA APPROVAL

Additions, Deletions, and Substitutions

Disclosures by Commission and Staff

Adoption of Agenda

Comments from the Public on Consent Agenda (Three Minute Limitation)

CONSENT AGENDA

Routine Board Business. The Consent Agenda is approved by a single majority vote. Item(s) may be removed for open discussion at the request of the any RBCRA Commissioner.

1. Minutes

Staff recommends the approval of the April 22, 2026, CRA Regular Meeting Minutes.

1.a **April 22, 2026 Regular Meeting Minutes**
Sherley Desir, Director of Administration, 561-844-3408

Staff recommends the approval of the April 22, 2026 CRA Regular Meeting Minutes.
Cover Page
April 22, 2026 Regular Meeting Minutes.pdf

2. Invoice

2.a **Vendor Invoices**
Tonya Davis, Finance Specialist, 561-844-3408

Staff recommends the approval of the monthly vendor invoices.
Cover Page
Monthly vendor invoices for June 10, 2026 Meeting.pdf
E.L. Waters & Company, LLC. $24,000.00 #May-26.pdf
E.L. Waters & Company, LLC. $17,777.56 #May-26A.pdf

3. Resolutions on Consent

3.a **Resolution No. 2026-07 of the Board of Commissioners of the Riviera Beach Community Redevelopment Agency (The Agency) authorizing a piggyback agreement with Centurion Security Group, LLC for armed security services utilizing the City of Riviera Beach's competitively awarded contract No. 1173-RFP-25-3; providing an effective date.**
Gedel Merzius, Executive Director, 561-844-3408

Staff requests the approval of Resolution No. 2026-20 to contract Centurion Security Group, LLC for security services at the CRA Office located at 3501 Broadway.
Cover Page
Resolution No. 2026-07 Centurion Security Group, LLC.pdf
Profesional Agreement - Centurion Security Group, LLC.pdf
Attachment - Scope of Service - Centurion Security Group, LLC.pdf
Attachment - Proposal Centurion Security Group.pdf
Solicitation No. 1173-RFP-25-3 - Armed Security Services.Pdf

END OF CONSENT AGENDA

4. UNFINISHED BUSINESS

5. PRESENTATIONS

5.a **Quarterly Clean and Safe Police Initiative Presentation**
Glen Meyer, Major, 561-844-3408

Staff requests the Board's attention to the quarterly police initiative presentation.
Cover Page
Presentation - Police Initiative - CRA District.pdf

5.b **FY2025 RBCRA and RBCDE Financial Audit**
Gedel Merzius, Executive Director, 561-844-3408

Staff requests the Board's attention for the presentation of FY2024-2025 Financial Audit for CRA and CDE.
Cover Page

5.c **CRA Mobility Plan Presentation**
Gedel Merzius, Executive Director, 561-844-3408

Staff recommends your attention to the presentation pertaining to the CRA Mobility Plan.
Cover Page

6. DISCUSSION

6.a **Memo - Marina Village Parking Expansion: Authorization to Negotiate with Viking Yacht Company**
Gedel Merzius, Executive Director, 561-844-3408

Staff recommends your attention to the discussion item pertaining to parking at Marina Village.
Cover Page
Memo - Marina Village Parking Expansion - Authorization to Negotiate with Viking Yacht Company.pdf

Comments from the Public (7:30 P.M. Non-Agenda Items. Three-Minute Limitation)
Public Comments shall begin at 7:30 P.M. unless there is no further business of the CRA Commissioners, which in the event is shall begin sooner. In addition, of an item is being considered at 7:30 P.M., then comments from the public shall begin immediately after the item has concluded.

7. REGULAR AGENDA

7.a **Resolution No. 2026-08 authorizing the approval of the Board to execute an extension for the professional service agreement with Jones Lang LaSalle Americas, Inc. to provide Public Private Partnership and Real Estate Development Services for the Marina Village Phase II Redevelopment Project; and providing an effective date**
Gedel Merzius, Executive Director, 561-844-3408

Staff recommends the adoption of Resolution No. 2026-08 approving an amendment to the professional service agreement with Jones Lang LaSalle Americas, Inc. to advise, prepare, develop and manage the Public Private Partnership agreement for the remaining elements of the Phase II Marina Project.
Cover Page
Resolution No. 2026-08 Authorizing approval to execute an extension with Jones Lang LaSalle Americas, Inc. to provide Public Private Partnership and Real Estate Development Services for the Marina Village Phase II Redevelopment Project.pdf
Professional Agreement - Authorizing approval to execute an extension with Jones Lang LaSalle Americas, Inc. to provide Public Private Partnership and Real Estate Development Services for the Marina Village Phase II Redevelopment Project.pdf

DISCUSSION BY EXECUTIVE DIRECTOR

DISCUSSION BY GENERAL COUNSEL

STATEMENTS BY THE RBCRA COMMISSION

ADJOURNMENT

Appeals

If any interested person desires to appeal any decision of the Board with respect to any matter considered at this meeting, at his or her own expense, that person 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 Section 286.0105, F.S. The City of Riviera Beach does not prepare or provide such a record.

City of Riviera Beach

To:	Honorable Chair and CRA Board of Commissioners
From:	Sherley Desir, Director of Administration
Through:	Gedel Merzius, Executive Director
Subject:	**April 22, 2026 Regular Meeting Minutes**
Date:	June 10, 2026
CC:	General Public

Background:
April 22, 2026 Regular Meeting Minutes.

City Goals:
To strengthen community engagement.

Fiscal/Budget Impact:
There is no fiscal impact to the budget.

Recommendation:
Staff recommends the approval of the April 22, 2026 CRA Regular Meeting Minutes.

Attachments:
1. April 22, 2026 Regular Meeting Minutes.pdf

Community Redevelopment Agency Regular Meeting Agenda
Marina Event Center
190 E. 13th Street, Riviera Beach, FL 33404
April 22, 2026
6:00 PM

Chairperson
Bruce Guyton - District 1

Vice Chair
Dr. Glen Spiritis - District 4

CRA Commissioners
KaShamba Miller-Anderson - District 2
Shirley D. Lanier - District 3
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Douglas A. Lawson

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Sherley Desir, Director of Administration
Pittman Law Group

LEGAL TRANSCRIPTION ON CALL 561-856-0957

[Audio begins at Agenda Approval]

[Gavel]

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

ADDITIONS, DELETIONS, SUBSTITUTIONS

Chairperson Lanier: Do we have any.., do we have any additions, deletions, or substitutions for the Agenda this evening?

Mayor Lawson: Mhmm.

Madam Chair?

Chairperson Lanier: Yes.

Go ahead.

Mayor Lawson: Twofold.

The Item 7d.., 7b, The Villa L'Onz, is that the Item, Director, that we spoke about before?

Executive Director Merzius: Chair?

Chairperson Lanier: Yes.

Go ahead.

Executive Director Merzius: Yes.

It is, sir.

Mayor Lawson: So, and.., this is already.., the money that was allocated for it, this was budgeted as well?

Executive Director Merzius: Chair?

Chairperson Lanier: Yes.

Go ahead.

Executive Director Merzius: Yes, it was.

Mayor Lawson: I wasn't sure if the Board wanted to entertain moving that to Consent, if they wanted to have a discussion about that?

'Cause I know we've discussed that Item in.., in length. And, this is just making it consistent with the Agency goals so I wasn't sure what we wanted to do about that Item, possibly moving it to Consent?

Vice Chair Miller-Anderson: I have no problem.

Commissioner Davis Panier: Yeah.

I'm okay with that.

Mayor Lawson: Okay.

Chairperson Lanier: Madam Clerk, could you move 7b to Consent, please?

Commissioner Guyton: Wait.

That was two votes.

Chairperson Lanier: I'm sorry?

Commissioner Guyton: That was two people who spoke up.

Where's the third?

Chairperson Lanier: Okay.

Do we have anyone who objects to moving this Item to seven.., to the Consent Agenda?

[Pause]

Chairperson Lanier: No objections heard.

Thank you, sir.

[Chuckle]

Chairperson Lanier: We will add 7b to Consent.

Are there any other additions, deletions, or substitutions for this evening?

[Pause]

DISCLOSURES

Chairperson Lanier: Are there any disclosures from Commission or Staff in regard to the Items listed on this Agenda this evening?

[Pause]

Chairperson Lanier: Hearing none.

ADOPTION OF AGENDA

Chairperson Lanier: A motion to [stammer].., to adopt the Agenda as amended?

Commissioner Davis Panier: So moved.

Chairperson Lanier: Second.

Madam Clerk.

Interim CRA Clerk Desir: Commissioner Davis Panier?

Commissioner Davis Panier: Yes.

Interim CRA Clerk Desir: Commissioner Guyton?

Commissioner Guyton: Yes.

Interim CRA Clerk Desir: Vice Chair Miller-Anderson?

Vice Chair Miller-Anderson: Yes.

Interim CRA Clerk Desir: Commissioner Spiritis?

Commissioner Spiritis: Yes.

Interim CRA Clerk Desir: Chair Lanier?

Chairperson Lanier: Yes.

Interim CRA Clerk Desir: That motion passes 5-0.

Chairperson Lanier: Thank you.

CONSENT AGENDA

Chairperson Lanier: We are now at our Consent Agenda.

Chairperson Lanier: **THIS IS OUR ROUTINE BOARD BUSINESS. THE CONSENT AGENDA IS APPROVED BY A SINGLE MAJORITY VOTE. ITEMS MAY BE REMOVED FOR OPEN DISCUSSION AT THE REQUEST OF ANY RIVIERA BEACH CRA COMMISSIONERS.**

1. ITEM NO. 1

MINUTES

1a. ITEM NO. 1A

MARCH 25, 2026 REGULAR MEETING MINUTES

SHERLEY DESIR, DIRECTOR OF ADMINISTRATION, 561-844-3408

2. ITEM NO. 2
INVOICES

2a. ITEM NO. 2A

VENDOR INVOICES

TONYA DAVIS, FINANCE SPECIALIST, 561-844-3408

3. ITEM NO. 3

RESOLUTIONS ON CONSENT

3a. ITEM NO. 3A

RESOLUTION NO. 2026-05 OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY TERMINATING THE LEASE AGREEMENT WITH MTN INVESTMENTS, INC.; PROVIDING FOR AN EFFECTIVE DATE

GEDEL MERZIUS, EXECUTIVE DIRECTOR, 561-844-3408

7b. ITEM NO. 7B

RESOLUTION NO. 2026-06 OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (AGENCY) APPROVING A MODIFICATION OF THE LOAN AGREEMENT BETWEEN RBCDC 11TH STREET, LLC. (DEVELOPERS) AND RIVIERA BEACH CDC, AND RIVIERA BEACH CRA; ATTACHED HERETO AND INCORPORATED AS EXHIBIT "A" SITE PLAN PHASE II TO ASSIST IN EFFECTUATION OF THE VILLA L'ONZ TOWNHOUSE PROJECT PHASE II

ANNETTA JENKINS, DIRECTOR OF NEIGHBORHOOD SERVICES, 561-844-3408

Chairperson Lanier: Are there any objections to the Items that are listed on the Consent Agenda?

[Pause]

Chairperson Lanier: Hearing none.

Can I get a motion to approve the Consent Agenda?

Commissioner Guyton: So moved.

Commissioner Spiritis: Second.

Chairperson Lanier: Madam Clerk.

Interim CRA Clerk Desir: Commissioner.., Commissioner Davis Panier?

Commissioner Davis Panier: Yes.

Interim CRA Clerk Desir: Commissioner Guyton?

Commissioner Guyton: Yes.

Interim CRA Clerk Desir: Vice Chair Miller-Anderson?

Vice Chair Miller-Anderson: Yes.

Interim CRA Clerk Desir: Commissioner Spiritis?

Commissioner Spiritis: Yes.

Interim CRA Clerk Desir: Chair Lanier?

Chairperson Lanier: Yes.

Interim CRA Clerk Desir: That motion passes 5-0.

Chairperson Lanier: Thank you. We are at the next Item on our Agenda.

END OF CONSENT

4. ITEM NO. 4

UNFINISHED BUSINESS

5. ITEM NO. 5

PRESENTATIONS

6. ITEM NO. 6

DISCUSSION

Chairperson Lanier: Discussion Item.

Madam Clerk.

6a. ITEM NO. 6A

Interim CRA Clerk Desir: Item 6a.

Interim CRA Clerk Desir: **MARINA VILLAGE ELEMENT 0-6 SOLICITATION DISCUSSION**

GEDEL MERZIUS, EXECUTIVE DIRECTOR, 561-844-3408

Interim CRA Clerk Desir: The acceptance of public comment cards are now closed.

Madam Chair, we do have one comment card.

Chairperson Lanier: Thank you.

Executive Director.

Executive Director Merzius: Thank you and good evening everyone.

This Item, the Marina Village discussion, entails basically the next steps within the process. As you all remember, we were pretty much down at the level, specifically to where we had our presentations. So, we are looking to make a [stammer] recommendation to move forward with those presentations.

I have Director Ammons here to discuss, for the most part, what those next steps will look like and we'll look to move forward as well.

Thank you.

Chairperson Lanier: Very good.

Any questions in regards to 6a?

Unk.: [Inaudible]?

Chairperson Lanier: Oh, I'm sorry. I'm so sorry.

Go ahead, Ms.., Procurement Director.

Procurement Director Ammons: Good evening Chair, Council. LaTonya Ammons, Director of Procurement for the City of Riviera Beach.

I am pleased to announce that we.., I'm pleased to officially announce that we are continuing the process regarding solicitation 1206-RFP-25-4, Marina Village Phase 2 Development.

The is the official verbal notification that we will ask all of the respondents to present their oral presentations on Wednesday, May the 13th, 2026, at 6:00 o'clock p.m., here at the Marina Event Center, located at 190 East 13th Street, in Riviera Beach, Florida.

The order for the presentations that night will be in the order from the least amount of points to the most points. So, the presentations will proceed as follows: Sonnenblick Development, Forest Development, and then Related Group.

Each respondent will be allotted fifteen minutes for the presentation and we are asking that each respondent limit the number of persons to three persons here at the podium that night.

And, that's all I have to announce.

Mayor Lawson: Madam Chair?

Chairperson Lanier: Yes.

Go ahead, sir.

Mayor Lawson: What was the date [inaudible]?

Procurement Director Ammons: Wednesday, May the 13th, 2026.

Mayor Lawson: Sorry, Ms. Ammons.

Chairperson Lanier: Any questions in regards to this Item?

Vice Chair Miller-Anderson: Madama Chair?

Chairperson Lanier: Yes.

Go ahead.

Vice Chair Miller-Anderson: You said that you were going to limit it to just three people coming up?

Procurement Director Ammons: Yes, ma'am.

Vice Chair Miller-Anderson: Okay.

And, I mean, I.., just for me, I don't know about anyone else but, don't bring anybody up to the podium unless you already have a contract to have them on, like a sub or, you know,

'cause a lotta times people like to bring people up to the podium and say they're locals, we're gonna have them with us and these people wind up not being a part of your team.

So, if you don't have something in writing with them already, please.., I'm asking, for my purposes, don't bring them up as if they're a part of your team.

Thank you.

Commissioner Guyton: Madam Chair?

Chairperson Lanier: Yes.

Go ahead, sir.

Commissioner Guyton: I.., I agree with Counc'.., Vice Chair Miller-Anderson.

Mayor Lawson: Madam Chair?

Chairperson Lanier: Yes.

Go ahead.

Mayor Lawson: Ms. Ammons, where are we with that research on subcontractors working with primes and contracting?

Procurement Director Ammons: Yes.

Thank you for the question.

If I may, Chair?

Chairperson Lanier: Yes.

Go ahead.

Procurement Director Ammons: First, I wanna say that these instructions will be communicated to each respondent tomorrow via email.

And, part of that communication is we are asking for them to present a sub list for us at this particular time. Moving forward, for future solicitations, we will definitely emphasize in the

solicitation that they are to provide, not only the sub list, but then agree that if they want to change subs, that they have to come to us first and ask for permission. And, we would encourage them to have contracted subs.

Since it wasn't in the solicitation previously, as far as the Marina Village solicitation, we're still asking for the sub list. And, we're asking them to provide that before presentations.

Mayor Lawson: Madam Chair?

Chairperson Lanier: Yes.

Go ahead.

Mayor Lawson: And, follow up to that, Ms. Ammons, the.., the policy that we're looking into, I know we started to talk about that at the workshop, the research of how we can actually create a policy and what structure that would look like, 'cause just asking them is.., is.., is a ask.

Like, Commissioner Miller-Anderson, she's requesting and.., and making that ask but what does that policy look like and when can we expect that before the Board?

Procurement Director Ammons: I…

Madam Chair?

Chairperson Lanier: Yes.

Go ahead.

Procurement Director Ammons: Yes.

So, I am.., I'm finalizing that particular policy and I will look to have it to the Board by the June 1 deadline, or our self-imposed deadline. The first June meeting.

Mayor Lawson: Okay.

Procurement Director Ammons: Okay.

Mayor Lawson: And just to follow up on that, Madam Chair?

The concern that I have is, I.., I really don't wanna see any additional solicitations…

Procurement Director Ammons: Mhmm.

Mayor Lawson: …or any more contracts going out until we can be sure to support and make sure our locals are protected, our small businesses are protected, SBE's are protected.

And that's the only way we can do that is through policy. 'Cause we can ask all we want but…

Procurement Director Ammons: Mm.

Mayor Lawson: …ultimately, our decision is based upon what they're gonna do.

But, once we get that contract in place, if we don't have a policy to support it, they can remove them from any solicitation or meeting that they want to. So, let's be very cautious and careful with.., before we continue to put out the last remaining land and resources of Riviera Beach, let's make sure that we protect our.., our locals and our., our subs to benefit from all these contracts.

'Cause we don't wanna see the dog and pony show. We've seen it way too much, they parade them up here and then they don't actually continue the contract with them.

Commissioner Spiritis: Madam Chair?

Chairperson Lanier: Yes.

Go ahead.

Commissioner Spiritis: Okay.

So, Director [inaudible], we.., we had this discussion, obviously, during the workshop, how I was not happy, obviously with people standing up there and inducing me to vote for them because they had local people who they ended up not using on a project.

Well, this goes true for the actual proposal that's being submitted right now, that we're gonna be looking at on the 13th, please contact all the.., the people that submitted proposals…

Procurement Director Ammons: Mhmm.

Commissioner Spiritis: …the three [stammer].., the three developers and make sure that anyone who is not going to be part of the team, that they let us know beforehand.

And, please give us a few days before so when I'm reviewing documents, I know who's using local people, who's not, who the subcontractors are. I don't want another surprise like we had last time.

Thank you.

Chairperson Lanier: Any question? As it relates to this Item?

[Pause]

Chairperson Lanier: Mr. Merzius.

Executive Director Merzius: My apologies.

No. There are no other.., other add-ins. I'm sorry about that, we had a situation here. Excuse me.

Chairperson Lanier: [Chuckle].

Executive Director Merzius: But, there are no other add-ins to this.

We will move accordingly.

Thank you.

Chairperson Lanier: Thank you.

Procurement Director Ammons: Thank you.

Chairperson Lanier: Thank you.

Next Item. I'm sorry. There was a comment card for this.

Interim CRA Clerk Desir: Madam Chair.

Chairperson Lanier: Yes.

Interim CRA Clerk Desir: There will be one comment card, Scott Lewis.

Mr. S. Lewis: Scott Lewis.

Chairperson Lanier: We need the podium microphone, please.

Mr. S. Lewis: Test.., test, test. Thank you. Scott Lewis, 256 East 22nd Court.

I was unsure from the memo what this discussion was gonna be about but one thing I wanted to lead in for the May 13th meeting, and I think it was so appropriate tonight to see the traffic on Broadway.

Now granted, it's construction. I firmly believe that is our future because we haven't had some kind of consolidated traffic study that's gonna show everything that's gonna happen to the existing roads and how you plan to deal with it.

Having gridlock is not a good answer. And, I think that impact fee study last week showed 22,000 new trips a day. I think. Where are you putting those? This road today only can hold 30,000, as a split divided road. I don't know how you're gonna do it. And, I think the answer is, you're not.

Please look at all fifteen or sixteen projects that you have in this corridor. And, if you gotta include across the bridge, what you're planning on the base of the bridge, include that traffic and tell the residents who pay for all this.

We pay the bills. We don't need to pay for pain, waiting in gridlock, because people are getting greedy.

Please use common sense and think of not just new development, not just quote affordable housing, which ends up with the residents subsidizing that. I mean, please stop the merry-go-round?

Thank you very much.

[Clapping]

[Inaudible comments]

Executive Director Merzius: Testing, testing. Okay. Great.

Chair, I'd like to respond to that public comment if I could.

We, as the Staff, as the CRA Staff, as an Agency, we're currently conducting our mobility plan study. And, within our mobility plan study, we've already had our first workshop with the community to discuss, as we prepare for development, to discuss what alternative routes, alternative means of transportation, discuss what our infrastructure will look like in terms of as we get ready for the development happening along Broadway.

So, we appreciate the public comment. We definitely will get to it. The.., our next mobility plan meeting will be, I believe, April.., excuse me, May.., May 12th. So, our next mobility plan meeting will be May 12th at the Wells Center.

Thank you.

Chairperson Lanier: So, that is going to include the issue of the transportation or the construction slash transportation for that corridor?

Executive Director Merzius: Chair?

Chairperson Lanier: Yes.

Executive Director Merzius: Our mobility plan is geared to prepare us for the upcoming development that's happening along the thoroughfare on Broadway, along with Blue Heron as well.

Chairperson Lanier: Very good.

Next Item, Madam Clerk.

7. ITEM NO. 7

REGULAR AGENDA

7a. ITEM NO. 7A

Interim CRA Clerk Desir: Item 7a.

Interim CRA Clerk Desir: **BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING A NON-BINDING TERM SHEET MEMORANDUM WITH FOREST DEVELOPMENT ACQUISITIONS, LLC. FOR THE REDEVELOPMENT OF PROPERTY LOCATED IN THE 1800 BLOCK OF BROADWAY; AUTHORIZING NEGOTIATIONS; AND PROVIDING AN EFFECTIVE DATE.**

GEDEL MERZIUS, EXECUTIVE DIRECTOR, 561-844-3408

Interim CRA Clerk Desir: The acceptance of public comment cards is now closed. Madam Chair, we have four comment cards.

Chairperson Lanier: Thank you.

Commissioner Guyton: So moved.

Second.

Chairperson Lanier: Mr. Merzius.

Executive Director Merzius: Thank you, Chair.

We have a.., a small presentation. We also have on the line, with me, JoLinda Herring from Bryant, Miller, Olive, to discuss this term sheet. This term sheet is at 1851 Broadway. I'll wait a little while before.., I wanna get into this… There it is. Thank you, Sherley.

This term sheet 1851 summary, for the most part the 1851 parcel consists of three parcels, two split within the Cit'.., City and one within our CRA. It's a composite of 2.2 acres.

Next slide.

So, the baseline purchase price for this 1851 property, after appraisals, after the two new appraisals that we committed to on December 2025, was $4.5 million, along with three hundred and thirty-five residential dwelling units.

Now, that purchase price has an opportunity to increase by twenty thousand between each [stammer] residential dwelling unit and each RDU over that three hundred and thirty-five ma'.., mark.

The developer is also available.., there's an opportunity for that developer to gain up to a maximum five hundred RDU's. Now, the maximum of RDU's will have to go through the Planning & Zoning process.

The intent is not to get to that five hundred unit mark but to make sure that there's enough flexibility between that three hundred and thirty-five and an additional one hundred and sixty-five units, for a maximum potential purchase price of $7.8 million.

We have the developers here if you all have any questions.

I have one more slide.

Now, for each RDU below that three thirty-five mark, a minimum of three hundred, the purchase price will be reduced by twenty thousand. But the intent of that is to make su'.., the intent is, and I've reached more or less conversations with the developers, the intent is to make sure that we reach that three thirty-five mark, the baseline at $4.5 million.

The potential.., the minimum potential purchase price is $3.8 million but again, we don't intend to go that low. We definitely wanna hit that three thirty-five mark and continue to move forward.

Commissioner Spiritis: Madam Chair?

Chairperson Lanier: Yes.

Go ahead.

Commissioner Spiritis: Okay.

So, Director Merzius, can you tell me how high the building is gonna be it it's gonna be three hundred and thirty-five units?

Executive Director Merzius: Chair?

Chairperson Lanier: Yes.

Go ahead.

Executive Director Merzius: The opportunity to observe whether or not.., or, how high the Site Plan will be, will go through that process of the Planning & Zoning review, along with Site Plan review.

I do not know what the height will be at this time. Based upon the Site Plan process, we'll have a better understanding of what that will be.

Commissioner Spiritis: Madam Chair?

Chairperson Lanier: Yes.

Go ahead.

Commissioner Spiritis: I assume the developer is here and he.., they'll.., they'll be able to answer that question.

They.., they should have a good idea right now what they're talking about height wise, with a three hundred and fifty unit building on a 2.2 and a quarter acres? Right.

Executive Director Merzius: [Stammer].

Commissioner Spiritis: Two and a quarter acres? Around?

Executive Director Merzius: Just around 2.2.

2.2 acres.

Commissioner Spiritis: Okay.

So, I.., I think the developer.., I.., I think that's gonna have a lot to do with how many units we're gonna be able to put on this site. Clearly, I have no objection to.., to $4.7 million but quality of life right now is.., is very important too. We can't put a price tag on that.

Executive Director Merzius: Right.

Commissioner Spiritis: But, I would like to hear from the developer what he's planning on doing.

Mr. P. Baytarian: [Inaudible in audience].

Chairperson Lanier: Do... You have to come up front, sir.

Executive Director Merzius: If we can.

Thank you.

Mr. P. Baytarian: I think under the IHC…

Chairperson Lanier: If you could introduce…

Mr. P. Baytarian: …PUD…

Chairperson Lanier: …yourself.

I'm sorry, sir.

Mr. P. Baytarian: Sorry. Peter Baytarian, Forest Development.

Under the IHC-PUD, a maximum of twenty stories is allowed right now.

Commissioner Spiritis: That.., that's fine.

I.., I have no problem with that.

Thank you.

While you're up there, can.., can you tell me… I assume you're gonna put workforce housing in this building?

Mr. P. Baytarian: Yes.

There is some workforce housing in the building.

Commissioner Spiritis: Can…

Mr. P. Baytarian: Correct.

Commissioner Spiritis: …you tell me what the percentage is gonna be?

Mr. P. Baytarian: I think the percent being proposed is five percent.

Commissioner Spiritis: Only five percent?

So, you're not…

Mr. P. Baytarian: Well…

Commissioner Spiritis: So, you're not gonna go for the workforce housing money?

Usually that's forty percent minimum.

Mr. P. Baytarian: I.., I think we're looking into it.

We don't know the exact percentages yet.

Commissioner Spiritis: Okay.

But you're not gonna have thirty percent AMI, you're gonna go with the sixty to a hundred and twenty percent AMI?

Mr. P. Baytarian: Correct.

Commissioner Spiritis: Okay.

Thank you. You've made it.., perfect answer. Thank you.

Mr. P. Baytarian: Thank you.

Commissioner Guyton: Wait. Don't leave. Don't leave.

Madam Chair?

Chairperson Lanier: Ah.

Commissioner Guyton: Peter.

Chairperson Lanier: Go ahead, sir.

Commissioner Guyton: Have.., have your team decided how many of the additional twenty thousand units that you'll be requesting?

Would it be the max? Or, somewhere in between?

Mr. P. Baytarian: Somewhere in between.

Commissioner Guyton: So, you won't be requesting five hundred?

Mr. P. Baytarian: I.., I… It won't.., it won't be five hundred but it will be…

We wanna get as close as we can to that but it won't be five hundred. It'll.., it'll be a reasonable number but, yeah. We're.., we're gonna go for a.., a significant project but that's also good looking. And, we don't wanna overstuff it.

Commissioner Guyton: Okay.

My.., my other question is to community benefits. That's something that I'm gonna be asking every developer that comes to this dais. And, it's not a requirement for support, or for my vote.

But, we are about to embark on a water rate crisis. The residents' water rates are going up forty percent in October, an additional thirty percent the following year. Seventy percent.

Another thirty percent the year after that. It was not a good deal that was negotiated and the residents are now about to feel the pinch.

Everybody 'comes to that mic, I'm asking if they would voluntarily contribute to a water rate fund to help defray the cost of the water residents.., I mean, the water rates of those residents who cannot pay, and those who are struggling?

Mr. P. Baytarian: I think that's something that we would consider.

And, I think that's something we would wanna help out with. We already do quite a lot for the community and we're all about being community partners. So, I.., I do think that is something that we would do.

Commissioner Guyton: And, let me just say, I do know that your company does a lot already, in the community.

Mr. P. Baytarian: Thank you.

Commissioner Guyton: But, we are about to be hit hard and I don't think many people understand the impact that it's about to have on just working people.

Because, those rates escalating like that, back to back to back every year, it's gonna be like a [pause] gentrification through water rates. Not through taxes. People are not gonna be able to pay their water rates.

And so, I'm gonna be requesting to contribute to a fund that would be designated for nothing but assistance in water rates, [stammer], for those residents who may be struggling and can't pay their water.

Okay?

Mr. P. Baytarian: [Inaudible].

Commissioner Guyton: Thank you.

Mayor Lawson: Madam Chair?

Chairperson Lanier: [Inaudible], Dr. Spiritis and then you?

Commissioner Spiritis: So, I.., I just wanna make it clear to everyone, that when we passed those increases on the water fees, we put on there a substantial water hookup fee to all development in the City.

The developers are gonna be paying approximately $10,000 per unit for a water hookup fee. So, this one project will be paying close to $4 million. The whole purpose of raising those fees was so that we could justify getting the bonds from the EPA and from the state.

We had to show that we had the ability through raising fees, be able to pay back those bonds. But, the expectation was that, through this development, through the future other developments, that are gonna be paying four or $5 million per project, are gonna help us bring down the cost of the water plant and bring down the cost of the water fees.

So, that.., that was the reason that we did what we did.

Thank you.

Chairperson Lanier: Thank you.

Mayor.

Mayor Lawson: Thank you, Madam Chair.

Director Merzius, the minimum potential purchase price, $3.8 million. The appraised value is $4.5, on the new appraisal that came in December. How do we get down to $3.8 million? And, could you explain that piece to us?

Executive Director Merzius: Chair?

Chairperson Lanier: Yes.

Go ahead.

Executive Director Merzius: So gain, the $3.8 million is at minimum.

What we're concentrating on is that $4.5 base price at three hundred and thirty-five units. That's the definitive baseline that we're going across. That three hundred and.., and.., excuse me, that three hundred.., that.., those three hundred already used, the 290 where it says in the term sheet, that's the worst case scenario.

We don't plan, or we don't.., we're not looking to start that baseline. We're looking to start it at three hundred and thirty-five.

Passing this term sheet, puts us in a position to move forward to a development agreement where we can further.., [stammer].., where we can further address the three hundred and thirty-five units at a baseline for that $4.5 million.

If you remember, at our.., I believe it was December of 2025, we had a new appraisal. And, the new appraisal, we.., it came back at anywhere between $4.5 million to, I believe, it was $6.8 million mark.

It was a drastic change from a year prior where the appraisal was at $3.0 million, another appraisal was at $3.2, and the last appraisal was at $3.6. So, we were able to go ahead and touch upon that $4.5 million that the Board really focused on during that la'.., that November 2025 meeting where we asked each developer, what's that.., what's that number that we're looking for? Which was $4.5 million.

Mayor Lawson: Thank you.

Follow up, Madam Chair?

Chairperson Lanier: Yes.

Go ahead.

Mayor Lawson: So, to that point, Director, I.., I believe our baseline needs to be $4.5 then.

I don't believe that we need to go down to $3.8. So, meaning that, whatever the numbers are, I don't think we need to go lower than $4.5. So, even if they build less units, the sales price for this lot needs to be at $4.5, bare minimum because that's the lowest appraisal.

I know that if we negotiate the twenty thousand up or down, the developer still has the ability to build on that process and we're trying to save the money in the event that they go to a smaller units, or less doors.

But, our base dollar, in my opinion, needs to be $4.5 based upon the appraised value, based upon the.., the unincumbered views of that parcel, and based upon what they're actually building and developing.

So, I do understand that it's a rental product but I also understand that real estate right now is few and far between.

Executive Director Merzius: Mhmm.

Mayor Lawson: Especially in Riviera Beach, especially intercoastal views.

So, at the bare minimum, I would want our minimum purchase price to be set at that $4.5 and if we can negotiate terms to go up with more units, we can do that. I don't want us to negotiate down.

Thank you, Madam Chair.

Chairperson Lanier: Thank you.

Vice Chair Miller-Anderson: Madam Chair?

Chairperson Lanier: Yes.

Go ahead.

Vice Chair Miller-Anderson: [Inaudible] you mentioned about having...

Unk.: Commissioner…

[Inaudible comments]

Vice Chair Miller-Anderson: ...[inaudible]...

Chairperson Lanier: I think that's it.

Hit it again.

Commissioner Guyton: [Inaudible].

Vice Chair Miller-Anderson: About the water fund or something for the water?

Commissioner Guyton: Yes.

Commissioner Davis Panier: Mhmm.

Mhmm.

Vice Chair Miller-Anderson: Is that.., Mr. Chris Smith, is that something that we talk about now or is that something we need to set up?

I mean, can we kinda let them know this is the expectation up front? Even though we don't have it in place already?

CRA General Counsel Smith: [Inaudible].

Chairperson Lanier: You gonna have to speak up.

[Inaudible comments]

Chairperson Lanier: Can you take Mr. Merzius' mic?

Vice Chair Miller-Anderson: He's using it.

[Inaudible comments]

Commissioner Guyton: Here you go, counsellor.

Executive Director Merzius: You know, during the City Council meetings, this never happens.

[Chuckles]

Vice Chair Miller-Anderson: That's when it needs to happen.

Chairperson Lanier: I know, right?

[Chuckles]

CRA General Counsel Smith: Madam Councilperson, I do believe…

I.., I think that's a discussion that we can have. You've given direction. The Board.., well, a.., a Councilperson has given direction. But, I think that's a discussion that we can have at a later meeting, to put that in place for all future negotiations.

But, we would need that to come from the entire Council. Right now, Mr. Guyton, was expressing his personal preference and what he will be looking for.

So, I do suggest a future discussion of it by the entire Commission so Staff knows that the Board is looking at this as a prerequisite or…

Unk.: Mic check.

CRA General Counsel Smith: …something.

And possible, it's something you can put as part of the point system with Ms. Ammons also. But, we'd want it as a discussion, a noticed discussion, at a future Board meeting.

Unk.: Check.

Commissioner Davis Panier: Madam Chair?

Chairperson Lanier: Yes.

Commissioner Davis Panier: Oh, I just wanna say I'm in total agreement.

So, I know he said that Mr. Guyton wants it, and I think Commissioner Miller.., I mean…

Unk.: Check.

Commissioner Davis Panier: …Councilwoman Miller…

Chairperson Lanier: Yes.

Commissioner Davis Panier: ...was in agreement.

I'm definitely in agreement with it.

Chairperson Lanier: So, that is three.

That means that you bring that back. [Chuckle]. Mr. Guyton.

Commissioner Davis Panier: Thank you.

Mayor Lawson: Sounds good.

Chairperson Lanier: I also too wanted to.., to add, this is not for the water issue but I do agree with that, but the other issue that the Mayor brought up in regards to the price for the land.

I think that.., no, I know that, at the last meeting when we discussed this project, I was not in agreement because there were two different things happening here. It was a disposition of property and it was an RFP.

And, I felt that because it was a disposition of property, it was presented as such, then we should be focused on the amount of funding.., the amount of money that we can get for this property.

We have had.., we have had appraisals at $3.8, even up to $6.5, I think. And, I wanna make sure that the City.., CRA/City, gets as much as they can for this piece of property. And, I know that we put a.., we've put a policy in place now that we don't confuse the two anymore, that.., that we.., we ha'.., we actually have two things going on.

We're selling this property and we're looking at what's going to go on this property, and those two should never have been put together. So, in the interest of the CRA and the City, we need to focus on the amount of money that we're going to receive for this property. Period.

We can look at what is going to go on that property. And, I understand.., you and I had a conversation, Mr. Merzius, of how that looks, starting at the $3.8 or $4.5, and then...

Executive Director Merzius: [Inaudible].

Chairperson Lanier: …going up based on the number of units.

But, I think that my bigger issue, or my bigger question is, when do we get that $4.5? That is what I need to know?

Executive Director Merzius: So…

Chairperson Lanier: I don't want to.., I don't wanna wait 'til we get down the road and then we decide that we're gonna build more.

I wanna get that money up front and then we can talk about additional funding as we bring on new units.

But, that was my issue with this whole thing. That, and the fact that we do have an appraisal for $6.5 million in here and we're talking about 4.8. So, how are we gonna work this out?

Executive Director Merzius: Chair?

Chairperson Lanier: Yes.

Go ahead.

Executive Director Merzius: So, our.., that last bullet point states that, as the term sheet states, the entire amount of the purchase price as adjusted, will be paid in a lump sum at the time of consummation of the sale and purchase price, basically…

Chairperson Lanier: Closing.

Executive Director Merzius: …the closing.

In terms of the appraisal, the highest appraised value, the highest appraised value that we had it pictured at, brought in at, was in December of 2025, with the amount of $6.5 million. That

amount of $6.5 million and.., and, as I remind the Board, we're talking about the three hundred and thirty-five at that $4.5 baseline.

Now, if there's an opportunity, let's say for a hundred more units at four thirty-five, you're looking at a $1.2 million increase. That $1.2 million increase puts you at $6.7 million for your purchase price, which gives you an opportunity to discuss more or less where.., what you would like to see, what would happen?

And, that happens throughout the.., the Site Plan review process, along with the Planning & Zoning process as well.

Chairperson Lanier: I.., I think that too, it's.., my thing is that it's not guaranteed that they're going to build more. And.., and we can't hinge our bets on that.

I think that, for me, the issue is.., this is.., this is a hypothetical. What.., what happens if you are.., you put the RFP out, somebody comes in, they bid, they win the bid. And, at the time, the appraisal was $2 million?

But now, as you're working through and you go through all of these processes, and then you get another appraisal and it's $6 million? What.., do you ask the people that you've made this deal with, the $6 million or you stick with the two?

How do you work that out? How do you do that?

Executive Director Merzius: Well, Chair, that's a…

Chairperson Lanier: [Chuckle].

Executive Director Merzius: …fair question.

Best practice is that you get an appraisal every year. We followed that best practice. Our first appraisal.., well, actually, even before that, the way this whole conversation started was, at some point, I believe in 2023, twenty.., geez…

Chairperson Lanier: [Chuckle].

Executive Director Merzius: …along that timeframe…

Chairperson Lanier: Right.

Executive Director Merzius: ...Forest Development came with an offer.

Chairperson Lanier: Right.

Executive Director Merzius: And...

Chairperson Lanier: Right.

Executive Director Merzius: …we went ahead and we did our due diligence, triggering a disposition process.

Our first appraisal happened in December of 2024 with those numbers that I stated earlier, $3 million even, $3.78 million, and $3.8 million. That's in December of 2024. December of 2025, we're coming back with a number of anywhere between $4.6 million and $6.5 million.

So, it varies. Of course, there's that window and we wanted to hit that sweet spot within that window.

Chairperson Lanier: Yes.

Executive Director Merzius: And, we don't plan to go through this term sheet at least for a year or so.

We're planning and we're ready to make a process right now with the approval of the Board and getting to that development agreement.

In terms of site plan, we're not there yet with that.

Chairperson Lanier: I.., I think that.., I think that that probably is because this started out as a disposition of property.

This started out as an unsolicited proposal, the people saw the property. They said, hey, we wanna buy this. That triggered the policy of put this out to bid and… No. It triggered thirty days for people to come and.., and…

Executive Director Merzius: Correct.

Chairperson Lanier: …and…

And then, we extended those thirty days to get more people onboard which brought in four or five di'.., different people.

Executive Director Merzius: Correct.

Chairperson Lanier: And, my question has been, so you stick with that first one or you stick with that last one?

So, I just wanna make sure that we're…

Executive Director Merzius: Well…

Chairperson Lanier: In fairness to the developer, and to us.

How do you…

Executive Director Merzius: Right.

Chairperson Lanier: …how do you get to the middle of that?

Executive Director Merzius: I.., I believe our term sheet…

These are all fair questions. I think our term sheet provides flexibility. And I think once we get to the Planning & Zoning process and once we get to the site plan review process, we have an opportunity to first hear it through the Planning & Zoning, then through the City Commission meetings as well, we have several different opportunities to discuss what is the best scenario for the City as we move forward on Broadway.

Chairperson Lanier: Yeah.

I just wanted to.., to make sure that…

Executive Director Merzius: Peter, if you wanna chime in as well?

Mr. P. Baytarian: Yes.

I just, also as a reminder, the.., the three eight number, which is the number that the appraiser came up with is an as-is price. The higher numbers are fully entitled prices.

So, the term sheet that we've put forward is a compromise so that we're taking into consideration that if we get more, like the appraiser is saying the potential is, we'll pay more. But, [stammer] its very difficult to say pay more now without the entitlement.

That.., that's why I think what we've arrived at together is a very fair process.

Chairperson Lanier: No, no.

I understand that. I [stammer].., I do understand that and I understand that this as-is, you know, no warranty type deal, but I also do understand that, when we first started this process, we were looking at three five, and now we're looking at six five.

So, where did we get.., how do we get to the middle of that? How do we get to… We can't very well tell you that you put in a proposal two years ago and now we're gonna tax you for that now. I understand that.

But, you know, I just wanna make sure that the City gets the best deal possible, given the fact that we are selling this land.

Mr. P. Baytarian: Understood.

Chairperson Lanier: Very good.

Commissioner Spiritis: Madam Chair?

Chairperson Lanier: Yes.

Go ahead, sir.

Commissioner Spiritis: [Inaudible].

Chairperson Lanier: You wanna give him the mic?

Commissioner Spiritis: Testing.

Hello? Okay.

Chairperson Lanier: Oh, there he is.

Commissioner Spiritis: So now.., now the question is this.

I mean, Director Merzius, I mean, the first appraisals, I mean, [stammer].., I believe the unsolicited proposal was brought forth to the Council when I was sitting on the Council, 'cause I think that was the same night that we were reviewing Related's project at that time.

You may have done appraisals prior but those appraisals that you have were not based on the entitlements, they were based on vacant land, not based on what could be developed on the land.

And, that's very important. They're two different types of appraisals. So, I think that, based on the entitlements, you know, they're not at the entitlement stage yet but maybe there should be something in that.., in.., in our agreement that says, based on entitlements.., when you get your entitlements and you get a certain number of units, you pay a certain amount of money.

I don't know what that number is. I'm not.., I'm not appraising the property but you.., but you would have to sit down with your MAI appraiser and a developer and come up with some number, based on entitlements. 'Cause right now, it's just vacant land.

You know, they have to spend close to $2 million to get those entitlements. It's not free. There's gonna be a lotta work done to get to that point. But, so they.., they're gonna spend $2 million, they don't wanna get turned down.

So, they wanna know that there.., there is an incentive at…

Mhmm.

Commissioner Spiritis: ...at the end of.., at the end of the tunnel here.

So, I think you have to go back to the drawing Board with counsel and.., and your negotiations and just try and come up with some sort of formula based on entitlements, when they get the entitlement, what the value of the property would be.

Mayor Lawson: Madam Chair?

Chairperson Lanier: So, [inaudible]...

I'm sorry.

Mayor Lawson: Go ahead.

Chairperson Lanier: [Inaudible].

Mayor Lawson: Yes, ma'am.

Chairperson Lanier: So, how do you look at.., how do we look at that [inaudible].

Mayor Lawson: Yes, ma'am.

Chairperson Lanier: Go ahead.

Mayor Lawson: Thank you, Madam Chair.

And, under'.., understanding that.., that narrative and the entitlements, and that's why I said we can negotiate and kinda meet in the middle. That's why I wanted us to have the bare minimum of $4.5 million because this is a term sheet and we're just negotiating now, that would be my recommendation.

I do have a question though for Director. What portion of this purchase price is gonna be split between the City and CRA, and what does that percentage look like? Because, some of these do'.., I believe the land is split between the two entitles.

Executive Director Merzius: Right.

Sherley, if you can go to that first slide?

So, Chair?

Chairperson Lanier: Yes.

Go ahead.

Executive Director Merzius: So, as you see, the Parcel ID numbers, along with that split that you discussed, Mayor, we currently own about [stammer] 0.9342 acres, more.., more or less.

So, what will happen throughout the development agreement process, at some point, myself, along with the City Manager, will sit down and we will discuss through a memorandum of understanding, what that split will be.

We have not done that because our concentration has been fully on this term sheet and executing that.

Mayor Lawson: And, to that point…

Follow up, Madam Chair?

Chairperson Lanier: Yes.

Go ahead.

Mayor Lawson: We've talked a lot about supporting our residents.

I've had conversation with my Chief of Staff in reference to using some of those funds that's coming to the City, or the CRA, to help with buying down the water plant or even programming to help with offsetting costs of the bill.

So, I want us to also understand where's that money going? 'Cause, that money that goes back into the budget seems to get ate up into administrative costs and I'd wanna earmark it before we receive it so we can know it can go straight into infrastructure and impacting.., and,

supporting the residents, especially with the conversation we've been having about the water plant.

So, I want us to have that conversation earlier before the.., the water rates. I'm sorry. Which is also impacted by the water plant costs. So, we wanna make sure that we can figure out a [stammer] a constructive, creative way so that as soon as that money comes in, that it can already be earmarked before it goes into our budget.

Chairperson Lanier: Very good.

Any other questions about this Item?

I.., I just… And too, I think that my bottom line too is that when are we going to get the money?

[Chuckles]

Mayor Lawson: Get the money.

[Chuckles]

Executive Director Merzius: So, [inaudible].

Commissioner Davis Panier: Mhmm.

Executive Director Merzius: [Inaudible].

Commissioner Davis Panier: Mhmm. At the closing.

Mayor Lawson: Push it in.

Executive Director Merzius: [Inaudible].

Commissioner Guyton: Wait.

It wasn't pressed in.

Executive Director Merzius: So, okay. Here we go.

At that last page, that last bullet point, it states that the purchase price will be given at a paid lump sum at the time of closing. So, at the time of closing, once we financially close on the project, whatever that amount that we've agreed upon, the three thirty-five or more, will be that purchase price and that's when we.., we begin to collect the money.

Chairperson Lanier: Very good. Okay.

Any other questions in regards to this Item?

Commissioner Guyton: There.., there is public comment.

Chairperson Lanier: I'm sorry.

Yes. Public comment, please. [Chuckle]. Sherley.

Commissioner Guyton: What is that for?

[Inaudible comment]

Chairperson Lanier: Where are our Ambassadors?

[Inaudible comment]

Vice Chair Miller-Anderson: I know you can do it but, we wanna move on.

Interim CRA Clerk Desir: Yeah.

We.., we're gonna…

[Chuckles]

Chairperson Lanier: We have Ambassadors.

[Clapping]

Chairperson Lanier: They used to be in here.

[Inaudible comments and chuckles]

Interim CRA Clerk Desir: Madam Chair?

Chairperson Lanier: Yes.

Interim CRA Clerk Desir: We have four comment cards for this Item.

Erica Davis, followed by Nikasha Wells.

Ms. E. Davis: Erica Davis Riviera Beach.

Nobody mentioned anything about what the residents think about our property being sold and how much it's going to be sold for. My thing is, you all need to have a discussion about the contracts of how you do business because we can lease our property for fifty, sixty years.

And then, when things go wrong, we can take it back over instead of selling up everything, like we already have. It doesn't make any sense. Anytime we accrue property, we need to just lease it. Just like we're gonna do the Marina.

Because we have been underbidded for all of this property going up and down here, and all the developers do is laugh.

Second of all, we want the highest amount of money. I agree with Mayor Lawson, 4.5 is good. I'm gonna tell you, no disrespect, but our City is going to be impact. The CRA is gonna get all the money and the City side is going to suffer.

The traffic is going to be horrible once these buildings go up.

And, another question I have is, the water plant, will we be able to hold three thousand more residents with the new water plant? We need to know that as well. But, we're giving away too much property and we're not benefit'.., we're not going to benefit from it.

We're gonna be impact with traffic. Environmentally, you all are going to be sorry the next five years. What they do is, they buy up the property, they leverage the property against their debts, and they hold onto it.

We don't know when they're going to build. Right now, we're going into debt. They haven't even started with Oculina yet and we've been waiting on that. So, you all need to think about it.

It's not gonna happen right away. We are in a.., a bad economic system. And, condominiums right now, they're not selling. If you do your research from Miami all the way.., even in Atlanta.

People are not buying because of the insurance, HOA fees. See, you have to think about these things and match the checks and balances here.

We wanna see a.., we wanna see a.., a groundbreaking for Oculina. We don't want them coming in here buying up all our property and they're not doing anything, they're not moving 'cause it's already delayed.

Thank you.

[Clapping]

Chairperson Lanier: Thank you.

Interim CRA Clerk Desir: Nikasha Wells, followed by Margaret Shepherrd.

Ms. N. Wells: Good evening, Board.

First, I'm confused a bit by the distinction between your as-is appraised value versus your entitlement value because you had developers in here in November who were willing to pay $4.5 million for this property, in its as-is condition.

So now, I don't understand why your selected developer is coming in here proposing less than $4.5 million. In fact, Commissioner Guyton, you asked Forest Development, specifically that night, whether or not they would be willing to match that $4.5 million highest offer. They said yes.

And now, here they're coming back with what was their original offer. It makes absolutely no sense.

Secondly, the pricing structure in this term sheet represents a direct and illegal financial link between governmental approvals and the purchase price. Board, that's called contract zoning and that is illegal in Florida.

You cannot receive any financial benefit for an increase in zoning and density. Your Attorney should know that. In Harnett v. Austin, the Florida Supreme Court made it clear that local governments cannot bargain away, or condition their zoning decisions, on private agreement. That is exactly what this is.

Zoning decisions must remain independent and cannot be tied to contractual obligation. Here, you all are receiving a direct benefit for increasing the density. I don't understand how that wasn't understood and explained by your Attorney.

Additionally, here's what your CRA Attorney and Executive Director also have not advised you. Forest Development is currently involved in litigation with the Town of Lake Park for their redevelopment of their marina.

The Town of Lake Park got a bad deal. And now, Forest Development is suing them. And here.., here's what's gonna happen with this deal when they come back to you with a 3.8 purchase price for the two hundred and ninety units.

Riviera Beach should not be entering a purchase and sale agreement with a town.., with a.., a developer who is suing one of your neighbors. You're asking for additional monies for water.., the.., the water issues that the citizens are facing for the increased water bills.

So, why would you sell this property for less than what it's worth? You have an appraisal for $6.5 million and yet you have a developer, after you had four developers in front of you who

had more money than they do, and you turned every single one of them down so that you could take $3.8 million for one of the most valuable pieces of property left in the CRA.

Please have your Executive Director, or your CRA Attorney, make this make sense to the residents. They're paying some of the highest water bills in all of Palm Beach County, some of the highest property taxes.

And, this doesn't affect me 'cause I live in…

[Timer]

Ms. N. Wells: …unincorporated.

So, I only pay fifty bucks a month for my water.

Chairperson Lanier: Thank you so much for your comments.

Ms. N. Wells: Thank you.

[Clapping]

Interim CRA Clerk Desir: Margaret Shepherd, followed by Lloyd Brown.

Ms. M. Shepherd: Margret Shepherd, Riviera Beach.

I guess coming from a big city like Detroit, Michigan, I see things a little bit different. Coleman Young's slogan was "Move Detroit Forward". It was a blight area like Riviera Beach. It was a area that had no place to go. Now, while we have this leeway.., and I.., I call it leeway to make Riviera Beach great again.

And, instead of standing here making all these acquisitions of this is wrong and that is wrong. And… The Forest Group is here. We have groups here and, if it was me and I had the money, I would walk away.

But, they see something in the City of Riviera Beach. They see it. You all don't see it. I might not see it. But this group has the opportunity to see it. What they do with their money, how they do their money, that is the way they do business.

To come here and slander our Attorney, it was just despicable. It was just underrated that if you had something to say, you didn't have to throw our Attorney, the Pittman Group that is one of the best, under the bus. They know their business.

But, I wanna say to all of you, the Forest Group is a great group. You might not like the way they operate but Coleman Young said one thing, put your trust in me.

The City of Riviera Beach, whether I believe in it or I don't believe in it, I have to make sure I do one thing, believe in somebody to make the decisions. I might not see it but I pray to God my grandchildren see it.

We have to stop making these acquisitions that nobody is good. I guarantee you somebody is good because when you go to Detroit, Michigan, [inaudible] you're talking about how busy it is. It's busy.

When you go to Atlanta, it's busy. If you go to Fort Lauderdale, it's busy. Why can't Riviera Beach be busy? This dark cloud we have over our City, and it's being televised, is sickening.

I ask you to think about it, give the Forest Group a opportunity.

[Timer]

Ms. M. Shepherd: Thank you.

Chairperson Lanier: For your comments.

Interim CRA Clerk Desir: Lloyd Brown.

Mr. L. Brown: [Inaudible in audience].

See, I'mma start talking but I know this lady in the middle, she always say you gotta speak to the Agenda Item or whatever. I don't know if it's right now but let me tell you this, you're saying in the CRA, ya'll build stuff, right? For the City?

You build buildings. And, I mean, I don't care about you building the buildings but don't we pay taxes, you know, like to get some of these developments, like the roads, the streets? 'Cause, I mean, this building and it has something to do with the road or whatever and we pay taxes for that.

You know, when America threw the tea in the water, you know, they was talking about taxation without representation. But see, they were talking about a whole different thing. But, the taxation I'm talking about is ya'll taxing us for these different things that you're doing over here.

But, when you go to these buildings, I don't care if you're building but when you go in there, you think you're in another country. And, I mean honestly, when ya'll wanna come up here and, like, I don't.., maybe the girl was right who was talking about you wanna sell some more property for less.

I mean, it don't really matter to me because you're gonna do what you're gonna do anyway. But, I think anything that has to do with anything over $100, ya'll should let us vote 'cause ya'll definitely don't need the one making the decisions.

And, I done been over here… Today is my mother's birthday and mine'll be on the 27th. I done been over here.., and, I've been in this City seventy-two years on the 27th and I never seen the City so [pause] up. I'mma be honest with you.

You look around, all these kids are getting arrested on the corners. You wanna come over here and do a few. I understand that but you don't hire them. I wish I knew where a labor pool was… Oh, you got one right next door to you. I forgot. Or you forgot.

I mean, bring some of them people next door to you over here and let them get jobs. Go around the City and find… You know what? They used to come out and help us find jobs. You know? Pratt Whitney did that, and a lotta other places. But, the City used to do that.

They used to have businesses come here but these people come in, they bring the engine and the caboose, and all they rises along to do the work and ya'll sit back here talking about, oh, everything is okay. We'll raise the water bill. That'll help. That'll really help.

I mean, ya'll, if there's redevelopment, we don't need it 'cause it ain't happening over my end. I wish I could use these foul words but, you know what, I know I can but I'm not because I'mma give you a little bit of respect, 'cause you don't give any to the people of Riviera Beach.

And, you know why they don't come over here? 'Cause they say you're gonna do what you wanna do. And honestly, if you look around the City, you are doing what you wanna do. I mean, look at this place.

Under the bridge, you can't even go. After a while, you ain't gonna be able to live in Riviera Beach.

[Clapping]

Mayor Lawson: Madam Chair?

Chairperson Lanier: Yes.

Go ahead.

Mayor Lawson: And, thank you to that last speaker. Just reminded me, we do have a.., a labor pool here. Mr. Robert, from Manpower is actually here in the building and is one of the local vendors that employs ninety percent Riviera Beach residents, that actually work with Manpower.

So, thank you for that reminder, Brother Brown, 'cause…

Mr. L. Brown: [Inaudible in audience].

Mayor Lawson: …Robert is here to make sure he supports and.., and listens to these presentations.

So, Director…

[Inaudible comment]

Mayor Lawson: …as a part of the negotiations, local participation vendors and anything that can actually benefit…

I know Commissioner Guyton talked about community benefits, opportunities, but I'm really big, and like we talked about, local participation, small businesses and local vendors benefitting from those contracts.

We have so many different vendors and businesses. So, anybody that's coming to the City, especially when they're building, price is just one thing. We have to talk about the densities, we have to talk about the impact of traffic, and we have to talk about how the businesses are gonna benefit from the spending 'cause that's a three, $400 million project.

Madam Chair?

Chairperson Lanier: Yes.

Go ahead.

Mayor Lawson: We continue to have outburst from the.., from the crowd.

Can we please?

Chairperson Lanier: Thank you.

Mayor Lawson: So, we just wanna make sure that we have local vendors that benefit from the three, $400 million development that's coming into the City, and, make sure that money stays and circulates in Riviera Bach. So.

Thank you, Madam Chair.

Chairperson Lanier: Thank you, sir.

We have any other questions about this Item? Resolution Number 2026-04?

[Pause]

Chairperson Lanier: Madam Clerk?

Interim CRA Clerk Desir: Commissioner Davis Panier?

Commissioner Davis Panier: Yes.

Interim CRA Clerk Desir: Commissioner Guyton?

Commissioner Guyton: Yes.

Interim CRA Clerk Desir: Vice Chair Miller-Anderson?

Vice Chair Miller-Anderson: No.

Interim CRA Clerk Desir: Commissioner Spiritis?

Commissioner Spiritis: Yes.

Interim CRA Clerk Desir: Chair Lanier?

Chairperson Lanier: No.

Interim CRA Clerk Desir: That mot'.., that vote passes 3-2 with Vice Chair Miller-Anderson and Chair Lanier dissenting.

Chairperson Lanier: We have a phone going?

[Inaudible comment]

Chairperson Lanier: Okay.

That is the Item.

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

Chairperson Lanier: We are going to move now to our public comment.

Chairperson Lanier: **PUBLIC COMMENT SHALL BEGIN AT 7:30. IN ADDITON, IF AN ITEM IS BEING CONSIDERED AT 7:30, THEN COMMENTS FROM THE PUBLIC SHALL BEGIN IMMEDIATELY AFTER.**
PLEASE BE REMINDED, THE CRA BOARD OF COMMISSIONERS HAS ADOPTED RULES OF DECORUM GOVERNING PUBLIC CONDUCT DURING OFFICIAL MEETINGS WHICH HAVE BEEN POSTED HERE IN THE FRONT OR IN THE BACK HERE. IN AN EFFORT TO PRESERVE ORDER, IF ANY OF THE RULES ARE NOT ADHERED TO, THE COMMISSIONER 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 CRA BORAD OF COMMISSIONERS WHICH, IN THAT EVENT, IT SHALL BEGIN SOONER. IN ADDITION, IF AN ITEM IS BEING CONSIDERED AT 7:30, THEN COMMENTS FROM THE PUBLIC SHALL BEGIN IMMEDIATELY AFTER.

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 COMMENT SECTION IS ANNOUNCED.

Chairperson Lanier: We are at 7:03.

So, we will take public comment cards up until 7:30. And, we can start with our first three speakers, Madam Clerk.

Commissioner Guyton: Madam Chair?

Chairperson Lanier: Yes, sir.

Commissioner Guyton: I saw the Forest owner walk up to the mic.

Peter, if your team wanted additional comments, this is the time to put a comment card in.

Chairperson Lanier: Yes. Yeah.

We…

Commissioner Guyton: No, no.

You can't come to the mic, but you need to put a card in to speak.

Mr. P. Baytarian: I think we're good.

Commissioner Guyton: You're good?

Chairperson Lanier: Alright.

Commissioner Guyton: Okay.

Chairperson Lanier: First three speakers, Madam Clerk.

Interim CRA Clerk Desir: Madam Chair, we currently have twelve comment cards.

Michael Tavarez, followed by Rich Adler, followed by Mary Curtis.

Mr. M. Tavarez: Michael Tavarez. I'm the Engineering Director of the Reef Institute.

We are a coral conser'... Is it working?

Mayor Lawson: Pull it up, pull it up.

Commissioner Davis Panier: Yeah.

Mr. M. Tavarez: We're a coral conservation organization here in West Palm Beach and we often use the shuttle boat to get over to Peanut Island to conduct our research. We are dependent on weather and tide.

So, if we don't get there before 11:00, unfortunately, we can't park now. And, that makes our research very difficult. Anytime the weather or tide is dependent on us going in the afternoon, we almost can't go now.

Parking in this Marina is a big problem, and it's only getting worse. Just the other day, we were out with the University of Miami. We were actually rescuing corals from the sedimentation that is going on from the dredging that is currently burying a lot of them.

It required multiple trips back and forth. There was researchers and divers from our organization, as well as from the University of Miami on Peanut and we were bringing corals back and forth with the use of the shuttle boat.

In the afternoon, it became very difficult to continue our work. I had to actually park illegally and kept having to maneuver in order to be able to meet our team coming back. There just was no parking.

This situation is.., is gonna keep us from being able to help. We are the only coral conservation organization in Palm Beach County. We just finished a 23,000 square foot biobank. We are the only organization that hold corals from Palm Beach and our continued research is actually really important to the preservation of the species in and around the Palm Beach Island.

Thank you.

Chairperson Lanier: Thank you, sir.

Interim CRA Clerk Desir: Rich Adler, followed by Mary Curtis, followed by Anthony Miller.

[Pause]

Interim CRA Clerk Desir: Rich Adler?

[Pause]

Interim CRA Clerk Desir: Mary Curtis, followed by Anthony Miller.

Ms. M. Curtis: Hi. I'm Mary Curtis.

I am a full time resident in the Marina. And, the parking situation is out of control. And, what I'd like to know is, what is the plans for the future? 'Cause, you know, we pay a substantial amount to dock our boat there but we can't get in and out because there's no place to put your car.

So, can you give me some insight on what's gonna happen there?

[Pause]

Ms. M. Curtis: And, that's pretty much.

I just would like some answers 'cause I've been told a million different things, that they're going to build a separate parking garage, or there's gonna be a place designated for Marina, you know, people that are residents in the Marina.

And, I'd certainly like some answers. So, that's pretty much all I got.

Chairperson Lanier: Thank you for your comments.

Ms. M. Curtis: Okay?

Interim CRA Clerk Desir: Anthony Miller, followed by Bernadette Nunez.

Mr. A. Miller: Thank you for the time. My name's Anthony Miller. I run the Peanut Island shuttle boat.

I'd like to discuss a few problems we're having with parking, and then, hopefully, a solution that might help. The problem is, we're about a hundred to a hundred and fifty spaces short to the kind of business that we do in there. [Pause]. Who's using the parking right now? We have a dredging company [stammer] that comes out of Delray that brings in six'.., twenty-six cars to the Marina, parks there, walks over to Cracker Boy's and takes the ferry.., or sorry. Not the ferry but their boats down to Delray where they work all day and come back, using our parking lot really for no reason that we.., we get out of it.

We also have trailers that are put on the lot, taking up five spaces and that's just blocking the area, and that goes on for, like, a week and then they return, et. cetera.

Cracker Boy employees and contractors come and park there, cruise ship guys park there 'cause they don't wanna pay how much it costs to go to the Port. They're all parking there. This is taking up a lot of our spaces, which is no help whatsoever.

And, most recently, where we had the overflow parking, in the south side of 13th Street, that's been closed off to any of our parking and it's strictly used for the construction now, even on weekends when there's very few people in there.

So, we are in so dire straits of what we're gonna do. We're actually.., when we get busy, which has been happening as.., as we speak. Our weekend's are already packed, and weekdays are gonna be overloaded to where 11:00 o'clock, 11:30, we'll be sold out of parking spaces. There will be nowhere to park.

And, that's a problem as we're saying, with tides. Everyone wants to go snorkeling at high tide. They.., they wanna go to Peanut Island, they wanna go do the fishing. All these projects are done pretty much on high tide, which they won't be able to do.

We've got campers we take over. They can't check in until 1:00 p.m. That means they're gonna have a lot of problems going to Peanut Island because there'll be no parking for them.

Now, the solution we wanted to talk about was, there is a lot which is just north of 13th Street. It's actually being used by the City for parking when you have events here. So, it is being used for that.

It's owned by Viking. I've been talking to Viking and they are more than happy to do a part time lease on that land to turn it into some parking spaces, which could be run…

[Timer]

Chairperson Lanier: Thank you so much for your time, sir.

Interim CRA Clerk Desir: Bernadette Nunez, followed by Erica Davis.

Ms. B. Nunez: Good evening everyone. My name is Bernadette. I'm also a representative of the shuttle boat.

So, just to continue on the conversation that was being had is, that there is a solution in regards to parking. Viking does own the lot and the City does use it from time to time for permitted events.

So, the solution would be to have the City lease that lot temporarily for us to have overflow parking, since there's no parking within the Marina. This is a ongoing problem that we're facing and it's not only just us Marina vendors, it's the residents as well.

No other charters are able to go through and this provides a big problem for locals who try to go out, 'cause I partner with school groups that come here and church organizations and they can't take the shuttle to go across when they come after their morning activities.

So, if we can utilize that parking, the sooner the better because we're coming into the peak of our season, not just for us but for all vendors, fishing charters, boat rentals, such things as that.

So, if something can get going here, and then we'd be notified on that?

[Pause]

Ms. B. Nunez: That's all I have.

Chairperson Lanier: Thank you.

Ms. B. Nunez: Thank you.

Chairperson Lanier: Thank you.

Interim CRA Clerk Desir: Erica Davis, followed by Lloyd Brown.

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

I have a question for you, Mr. Merzius. You can answer it whenever, you know, I'm done. I wanna know, in that contract, can you put in there, if you sell the property that, if they don't work out, that we can buy it back?

Because we keep losing property and we are getting gentrified out of this City. Now, you all can sit up there and be rebellious, whatever you want to do, because your legacy is going to be below zero 'cause you're not thinking about your residents.

You're not thinking about the income is only going to come within the realms of the CRA. And, your people, where you live at, are going to suffer. And, you're making the rich, richer, and you are gonna still be living on 27th Street, or wherever you live.

So, think about that. See, you're not looking at the big picture of what's.., what the impact is gonna be on the City. It's gonna be just like West Palm. We had everything down in West Palm.

We owned businesses down in West Palm. Now, Steven Ross has taken it over and we have nothing down there and they're fighting. But, District 4 doesn't care because District 4's a developer and he don't want Mr. Brian to put his property.., his.., build his development over there by the bridge but he's okay with putting all of these twenty.., twenty story buildings over here.

And, the rich come, privatize it. You think they're gonna want you over here? Once they lock it down? Guess where you're gonna be? Over there across the track, 'cause you won't be able to come over here and enjoy anything. Think about all of this stuff while you're doing it. And, your legacy, like I say, it's gonna be below zero 'cause you're trying to be cute.

You all will regret what you're doing. You.., you should regret it now. Look around you. A hundred and plus acres of prime property, boatyard. From the previous sellouts. And you have nothing. You still live in your little home. Think about that.

Your ancestors are very upset with you all right now. That's all I have to say.

Interim CRA Clerk Desir: Lloyd Brown, followed by Margaret Shepherd.

Mr. L. Brown: I usually have to write stuff down but then ya'll people so bad, I don't even have to write it down 'cause I can just look at you and see all the bad things going on.

You know, Riviera Beach residents, I mean, things that you people could do to actually change… I was gonna run for Mayor, to let you know that. Things that you could change to make it better for the people because, I'm saying, these projects you got coming on ain't helping us not a bit. Honestly.

You.., you got all these plans to do Riviera Beach but then you got stores that don't even supply receipts. Could you believe that? They don't even supply receipts. And then, you know what happens? When you go in there, if you buy something and you go home and you eat it and it's bad, that's a health issue too.

And, do you know, they go in these stores. These stores.., I went over to Walmart and do you know what? The stink store. You know why they call it the stink store, 'cause it stink.

[Chuckle]

Mr. L. Brown: And, let me tell you, you go over there to Walmart and you'll see the people that work in the stink store and they probably go in there…

[Audience chuckles]

Mr. L. Brown: …with crates and carts, I mean, shopping carts, pulling stuff from Walmart, doubling the price, selling it right in our neighborhood.

And then, you wanna write us up for a beer when every store in Riviera Beach sells beer. They don't give you no receipt. Now, what if I get sick when I go in there and eat something. You know why they don't give receipts? 'Cause they getting this, excuse the language, let me just say this, shit from everywhere and anywhere. Anywhere they can get it, just bring it to the

black neighborhood 'cause those politicians in the black neighborhood will let you sell ice to them and say it was in the North Pole.

'Cause they don't care nothing about the citizens. If you look at the people on the corners over there.., I can understand these people you bring in here, these kids. But, you know what? When my sister.., you wanna name streets?

You need to name my street after my sister. She raised more kids in Riviera Beach than any Felder, any.., any member in these churches. You go to a church right now, ya'll putting names on the streets.

You go to a church right now, you gotta pay them for a funeral. So, ties don't mean a damn thing. But, ya'll'll bring a preacher over here to preach to us. We don't need a prayer, we don't need a prayer, we need help with the water bill.

And, [stammer] what I wanna know? I got fifty seconds. This is quick. I wanna know how you regulate charging me for sewer? I need ya'll to bring some people over here to show us how your regulate this water bill.

And then, why you didn't change them meters when you raised the bill? That's stupid. When they go in a gas station, they getting ready to change the pumps, they'll redo them meters. I mean, I see you shaking your head, lady, but I'mma tell you like this, you're here because of us. You're not here because of you.

So, you wanna shake your head, tit for tat, then you might as well go out, 'cause you're gonna get somebody that's gonna be disagreeing.

And then, like I say, fire.., ya'll know what fire is, don't you?

Chairperson Lanier: [Chuckle].

Thank you for your comments, sir.

Mr. L. Brown: [Inaudible in audience].

Interim CRA Clerk Desir: Margaret Shepherd, followed by Scott Lewis.

Mr. L. Brown: [Inaudible in audience].

Ms. M. Shepherd: Margeret Shepherd. Mr. Brown is hard to follow.

I was over at Wells today and I was sharing with Mr. Guyton and Mr. Spiritis, you know, the senior citizens, they have a routine and as I was walking out the door, they started telling me that, um, their [stammer].., their schedule, they go to the casino.

And, they were saying that they were denied by whomever. I don't know, I didn't get the whole story of going to the casinos. I think that while whatever is going on, I think you should give the senior citizens the opportunity because they're caged in over there.

I don't go over there that often so when I go, I go to entertain or hear whatever's going on with them. But, they have their own money. If they're like me, I have a jar where I save my money. Any old person, that's something that they do. I learned that from my grandfather.

So, whatever, please look into it. They wanna go to the casino. That's part of what they do. And, when you start making plans for these seniors, make plans for the senior citizen's entertainment.

I do wanna say to our Attorney, I think you do a great job, wonderful job. And, the young lady that did the talking, she got barred. [Chuckle]. She's not an attorney. I don't see how you come in here to our house and eat our food and start talking about our people.

I mean, it's just despicable that she have that much nerve to talk about our prestigious Attorney. But, that's what people do because we ourselves don't take care of our own.

I was listening at the news and they were talking about the fight down at the, wherever, the boats are at and I think that we should have a little bit more security because people can get killed down there. They can get hurt down there.

You have to make sure that those people are taken care of, floatation or whatever they call it. I know my son used to come here from Detroit and he used to go there. So now, the young children are going there and these older people that's drinking.

They have no respect for our City. And, we have to stop and try to make sure that they are protected. Not only our children, to make sure that the seniors have a opportunity. I know Mr. Lawson, they miss you. They true'....

Mr. Lawson used to come over all the time, before he got married. I think he got married and got lost. I'm just kidding. But they...

[Timer]

Ms. M. Shepherd: ...loved him.

Thank you.

Chairperson Lanier: Thank you so much.

Interim CRA Clerk Desir: Scott Lewis, followed by Rosemarie Camino.

Mr. S. Lewis: Scott Lewis, 256 East 22nd.

This is just a procedure idea. I want you all to realize that last week, when you had that long meeting, and it was contentious, I think there was a point where you didn't really get started to the meat of the meeting until 7:30.

And I had put in a card for an Item on the Agenda, it was Item 12. And then, we had thirty public speakers. And, one of the first ladies stood up here and said please force people to stick to the Agenda items if they're gonna speak.

And then, I get to sit through maybe half of those speakers talking about Item 12. And I waited. I waited 'cause I did what you all dictate was the right procedure. But it got ignored. So, I wait and I step out about 10:10 and, the next thing I know, come back in and Item 12's gone because the meeting's done.

So, what we just did is, you just rewarded bad behavior. You let people come up and violate your rules and then the people that have done it right don't get to speak. I mean, that's really frustrating, it's really unfair.

In the future meetings, I'd love to see one of you all say, whoa, whoa, whoa, you need to wait. We've got that on the Agenda and that's when you should be speaking. That would really help us out and put a little bit confidence in how the meetings are because it felt slanted last week, the discussion.

And, I know there were other people, like me, that were gonna talk. We didn't get to talk. Ya'll didn't get to hear us but you got to hear people who didn't care about rules.

Thank you.

Interim CRA Clerk Desir: Rosemary.., Rosemarie Camino, followed by Rita Page.

Ms. R. Camino: Good evening, CR'.., CRA Members.

I'm here to speak on the CRA Plan and the Comprehensive Plan. The CRA Plan, which this CRA Board must follow and enforce, represents the community's hope for the redevelopment of the CRA area as required by law, Chapter 163.360, Part 3.

The CRA Plan states, by law, it shall conform to the Comprehensive Plan for the county or the municipality. The [stammer].., under the local government's Comprehensive Planning and Land Development Regulation Act.

The Comprehensive Plan serves as the City of Riviera Beach's document guiding Land Use, infrastructure investments, and long term community development. Let me simplify. By law, the City of Riviera Beach has to have a plan called the Comprehensive Plan.

And, it needs to be done, by law, every seven years. The Comprehensive Plan tells, or dictates to the Zoning & Planning Board, to the CRA, and to the City Council, what projects are needed, what long term investments to make and, most importantly, how to use the land.

It should be based solely on.., all decisions should be based solely on the Riviera Beach Comprehensive Plan as that Plan was created by the citizens of Riviera Beach and their needs. As a part of the seven year review cycle that should have had the Plan completed by 2024, Riviera Beach asked the State of Florida for more time.

Two years later, after many public meetings I attended, required by law, all the citizens to attend, it's not completed. In the two years without the legal completion of this Comprehensive Plan or guidelines of what the community demands, this CRA, along with the City Council and the Planning & Zoning, has moved forward quickly, yet blindly, [stammer] satisfying the desires of only the developers who's only voices you have heard due to the lack of a Comprehensive Plan.

This is unacceptable. No.., we've had [stammer].., there.., there has been no coordination of traffic patterns or flood zones or care for the environmentally sensitive areas, or aesthetics, and much more.

The CRA, along with the City Council, must put, one, a moratorium on any further projects accepted until the Riv'.., Riviera Beach Comprehensive Plan is done.

[Timer]

Ms. R. Camino: Two…

Chairperson Lanier: Thank you so much.

[Clapping]

Ms. R. Camino: Sorry.

Interim CRA Clerk Desir: Rita.., Rita Page, followed by Michael [stammer] Gyamfi?

[Inaudible comment]

Ms. R. Page: Good evening. My name is Rita Page and I'm here representing the National Panhellenic Council of Palm Bech County.

First, I would like to sincerely thank the City, and the CRA, for your continued commitment to supporting community based events and organizations that bring together people in a positive way.

I'm here tonight to respectfully request your support in bringing our national annual Greek Picnic to the City of Riviera Beach. This is a family friendly event that celebrates unity, culture, service, and the rich legacy of historically black Greek letter organizations.

It is an opportunity, not only for fellowship, but also for mentorship, networking, and community engagement. At this time, we have submitted all required applications, including our special event permits, and venue request, and we're currently awaiting an update.

We understand the process and we sincerely appreciate the work that goes into reviewing those requests but we would truly value your support and helping move this forward.

Our last Greek Picnic drew hundreds of attendees from across the county, and South Florida, and even outside of the State of Florida from various organizations, families, young professionals, and community leaders all coming together in one space.

Hosting [stammer] this event in Riviera Beach would not only highlight the City as a destination place but also drive positive exposure, increase local foot traffic, and support our local businesses.

Most importantly, it allows us to bring a sense of pride, unity, and cultural celebration directly into the community. These are organizations rooted in service, scholarship, and leadership, values that align with the vision of the City.

We would love the opportunity to partner with you all to make Riviera Beach the home of this event. With your support, we can create something truly impactful for residents and visitors alike.

Again, thank you so much for all your hard work and your time, your consideration and your commitment to building a stronger, more connected community.

Thank you all.

Chairperson Lanier: Thank you.

[Inaudible].

Interim CRA Clerk Desir: Michael…

Mr. M. Gyamfi: Gyamfi.

Interim CRA Clerk Desir: …Gyamfi, followed by Madeline Irving-Mills.

Mr. M. Gyamfi: Good morning, City Council. I wanna thank you all for this opportunity to speak before you.

Again, echoing the same sentiments from the previous public comment, really do appreciate the support that you are providing for the NPHC picnic that we're pl'.., that we would like to have here in Riviera Beach.

As a resident in Riviera Beach, I think it's a wonderful event that will be family friendly and, ultimately, serve the community in terms of raising money for scholarships for our youth. So, definitely appreciate you all support and look forward to enjoying the time with you all during the time of our NPHC picnic.

Thank you.

Chairperson Lanier: Thank you.

[Clapping]

Interim CRA Clerk Desir: Madeline Irving-Mills, followed by Doretta Paulk.

Ms. M. Irving-Mills: Good evening, Council. Madeline Irving, Riviera Beach resident.

I just heard the former speaker, Ms. Wells, speak very highly. I hear Ms. Davis bring out wonderful points and she clearly shows how the Board disregards any knowledge or communication with the residents, yet, make decisions on our behalf.

What bothers me, or frustrates me is, that Mr. Guyton continues to talk about the increase in this water bill and the price hike for the residents. Yet, you all voted to give yourselves a raise. Then, on top of you giving yourselves a raise, you all voted to receive.., and, I'm not saying all but you voted to get that stipend.

Where was that concern and care for the residents at that point when you made that decision to vote?

You were given a number of developers and yet you went with the low baller to sell the City. And, at the end of the day, when you all walk away in your respective places, it will be the taxpayers that pay this burden, not you.

Your homes won't be affected, your taxes won't be affected but it will be the residents that you all blindly sold the City, and did whatever you needed to do, whether they want to line your pockets as developers.

Mr. Spiritis is a developer so he could benefit from these decisions when he makes.., speaks or talks with these developers and supposedly doing what's best for the City.

I hold the Council to high regard because regardless if you walked into your spot or you were elected, you owe it to us to hear the residents because it is our tax dollars, our homes that is being impacted by your decisions.

And, when you're long gone, again, we bury that burden, or [stammer] bear that burden of your frivolous financial decisions. Your lack of empathy for the residents, your lack of concern for the residents, and yet, your pockets will be filled with the money so.., on the residents.., on the residents' backs.

Thank you.

[Clapping]

Interim CRA Clerk Desir: Doretta Paulk, followed by Robert Pearce.

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

And, I'm here to basically say the.., the same sentiments as the speaker prior to me. Now, Mr. Guyton, you said to the developers this evening that you would like them to also donate towards the water because our citizens are gonna have a hard time paying this water. And, that next year, it'll be up seventy percent, this, that, and the other.

I have spoke on this stipend fund that you all passed. It was two to the rest of you all.., to three of you all. Two objected. And I could not believe the people who passed this stipend fund.

You're taking from the very District that we need this water plant. The very District. And, you all live in Riviera Beach.

You all, just like she said, you all got a raise, your legislative assistants got a raise. When is greed.., greed enough for you all? How do you sleep at night knowing the backs of the citizens, the toll we'll have to take?

I also [stammer] talked about bringing you all.., each district, maybe bringing pallets of water when we're gonna be suffering next year with all of this. Or, either you all can donate some of that $1,000 stipend fund to help the citizens.

Because, you're gonna have a lotta citizens who need help in paying this. And, I just wanna know [stammer] do you.., how do you even sleep at night knowing that you got these funds and knowing that, you know, some of you all don't even need these extra funds.

And, it's on the backs of the citizens. And is that fair? Is that fair? Shameful. Absolutely shameful that you all are doing this, and that you all did this. And then, Mr. Guyton, you go ahead, 'I want the Mayor involved in this too. Let the Mayor get the $1,000 too.' Shameful.

But, you all are supposed to care. Some of you all are supposed to care about the citizens. And it's some people that.., on this dais' do have integrity and do think about the citizen of Riviera Beach.

But, for you all to take these funds, from the very District that we need this water plant, that's shameful.

And then, some of you up there wanting to dismiss our City Manager. What goes around, comes around.

[Timer]

Ms. D. Paulk: He sits high and looks low.

Chairperson Lanier: [Inaudible] so much.

Ms. D. Paulk: Thank you.

Interim CRA Clerk Desir: Robert Pearce.

Mr. R. Pearce: Thank you. Robert Pearce.

I run the business, Manpower here in Riviera Beach and I'm also a local resident here in Riviera Beach.

I actually didn't plan on speaking when I came today but after listening to some things that were said in almost kind of like an attack on.., on some folks about local residents and.., and helping, and helping them work.

And.., and I know that the Mayor mentioned that I was here. 'Cause, I run.., you know, it is a labor hall but we also put skilled and unskilled co'.., local residents to work. Ninety percent of my people live right here in Riviera Beach.

We do industrial jobs and construction jobs. But, what [stammer].., you know, one of the things I wanted to make clear is, I.., I do understand [stammer] maybe some of that frustration, I guess, 'cause some people don't see behind the scenes.

But, I've got four people that help me a lot to try to put local residents to work. 'Cause, me and.., and my guy in the office, Ryan, it.., it's more.., our heart is.., 'cause we wanna.., we love seeing people be able to go to work and pay rent, and get a car, and those type of things.

You know? It's.., it's just not really the money about it, it.., it's being able to help people. And, the.., the people that I'm talking about that help me are Mayor Lawson, Councilman Bruce Guyton, and Ezra with.., the owner/operator of All Site, who actually got me and my guys… I was able to get my guys to work, ya'll seen, at the new condominium going up right there by the Marina entrance. And, he pushed that through in order to make that happen

And, so.., but, Mayor Lawson and.., and Mr. Guyton, we.., we.., we've talked many times about how can we work together? And, I think it would be great if maybe I could meet with them a little more often and.., and talk about some more projects.

'Cause, I know that.., I know that they try to get these local contract'.., not [stammer] but these contractors that come in to use local residents. And, I go talk to them and all but I don't have much luck getting them to use us. Most all of them are using companies out of Lake Worth that do.., do the same thing.

So, we're.., we're working on that. And, just to mention, if.., if some people don't know, one of the great things I love about what we can do is, our guys.., you.., you know, we do basic, unskilled labor also.

And, they don't need any experience. They just need to be a good worker with a good attitude, and that's it. And, a lot of them just don't have those interview skills. Interviewing's tough. A'.., a lot of us…

[Timer]

Mr. R. Pearce: …are nervous.

But…

Chairperson Lanier: Thank you so much, sir.

Mr. R. Pearce: …so much so that, it gives them…

Chairperson Lanier: Thank you.

Mr. R. Pearce: …the opportunity as well.

Chairperson Lanier: Yes.

Thank you for your comments.

Interim CRA Clerk Desir: Madam Chair, that is the end of public comment.

Chairperson Lanier: Thank you very much.

DISCUSSION BY EXECUTIVE DIRECTOR

Chairperson Lanier: Is there any discussion by the Executive Director?

Executive Director Merzius: Chair?

Chairperson Lanier: Yes.

Executive Director Merzius: Thank you for everything, along with all the other Board Commissioners.

Much appreciation. I'm looking forward to talking with you all about the other initiatives and projects that we have forward.

Thank you.

Chairperson Lanier: Thank you.

DISCUSSION BY GENERAL COUNSEL

Chairperson Lanier: General counsel.

Commissioner Guyton: [Inaudible].

Chairperson Lanier: Say that again.

Chair Pro Tem Miller-Anderson: [Inaudible].

Chairperson Lanier: Okay.

General counsel?

Do you wanna speak to some of the public comments that were made?

Executive Director Merzius: Chair?

Chairperson Lanier: Yes.

Go ahead.

Executive Director Merzius: So, in terms of the 1851 deal, we believe that there's a.., we have a good deal, we have a good structure of a deal based upon that 4.5 mark that we discussed on November of 2025.

Manpower, thank you. We've had Manpower in several of our career fairs, along with.., as we move forward with our developments as well.

The parking situation. The parking situation is something that is becoming more and more of an issue within the CRA and the City and we will discuss with the City measures to alleviate those concerns.

We have been in discussions with specific lot owners. And so, we will look to look where.., where those discussions bring us in terms with a partnership with the City in the future.

Again, our mobility plan, where individuals can talk about mobility, transportation, things of that nature, that's happening on May 12th. So, we welcome anyone to discuss about mobility concerns when it comes to development.

And that's all I have right now.

Thank you.

Chair Pro Tem Miller-Anderson: Madam Chair?

Chairperson Lanier: Yes.

Go ahead.

Chair Pro Tem Miller-Anderson: The parking situation.

I know you did look into that. Do you have any information to share with the audience? The parking here? Remember the email I sent you?

Executive Director Merzius: Yes.

So.., so, Chair, we.., we did look into that parking situation and somewhere along the lines of reaching out to a few of the private owners within specific lots. And again, we wanna have that conversation with our City Staff and our City Administration on what the next steps would be in terms of investing in possible scenarios for alleviation of parking.

Chairperson Lanier: Thank you.

So, that is something that you have to work out with the City…

Executive Director Merzius: Yes.

Chairperson Lanier: …City Staff as well?

Thank you.

STATEMENTS BY THE RBCRA COMMISSION

Chairperson Lanier: Dr. Spiritis?

Commissioner Spiritis: I just wanna make it clear.

You know, people keep bringing up District 4. I wanna remind everybody that District 4 has thirty-five twenty-story plus buildings in a [stammer] in a two mile radius. Actually, if you added the two mile radius, it'd be more than that but just in the two mile linear footage, we have thirty-five plus twenty-story buildings. We expect to have two more twenty story buildings within the next couple of years.

What we're fighting right now is for, not against development, we're fighting for a ten story building instead of a twenty-eight story building in an environmentally sensitive land.

Thank you.

Chairperson Lanier: Thank you.

Commissioner Davis Panier?

Commissioner Davis Panier: Just wanna say that any decisions that are made, that I make, it impacts me too.

I am a resident.

Mayor Lawson: Mhmm.

Commissioner Davis Panier: I live here.

So, I.., I don't like to separate myself. [Stammer] I do live here and all these decisions impact me as well. So, I do take those things into consideration. And, I welcome the opportunity to speak with residents to talk about their concerns.

I have a legislative aide. Feel free to call and we can meet.

Thank you.

Chairperson Lanier: Thank you.

Commissioner Guyton.

Commissioner Guyton: Nothing.

Chairperson Lanier: Mayor.

Mayor Lawson: Thank you, Madam Chair.

Mobility plan, Director Mrezius. I think that will help alleviate a lot of the parking issues, transportation issues, if we can really work on some advancement of other parking locations, really expediting that process and bringing in some additional transportation to allow for parking offsite.

Some of these e-bikes, some.., down in West Palm they have the.., the trolley system. Really trying to get that passed and move forward. So, if we can get our residents engaged in that.

The memo that you sent out a few weeks ago in reference to special events. There was a group that spoke, the NPHC, that talked about a special event and hosting an event here. They're looking at, I know, the June 6th date was a date that they're looking at to do the event.

They haven't received a response from Special Events as of yet and the application was submitted a few months ago. So, I was wondering if that's something the Board, as a Commission, could take on and bring it as a CRA event, since they wanna do it somewhere in our CRA, whether it's the Marina or the Ocean Walk, and bring that event here.

So, that was something I wanna discuss and see if that's.., the Commissioners would be interested in supporting the NPHC event and letting our CRA take the lead in conjunction with the City because there's some turnover with the Special Events.

So, I just wanna make sure that we get that done within the next two months.

Commissioner Guyton: Mayor, you're.., you're using acronyms.

Everybody's not [inaudible] with the NPHC event.

Mayor Lawson: NPHC?

National Panhellenic Council that spoke. There was two speakers that talked about a Greek event that they wanted to host here. So, I was seeing if the Board.., Commissioners would be interested in allowing for Staff to follow up with them and see if they can support that event coming to the CRA.

Commissioner Guyton: I support that.

Vice Chair Miller-Anderson: Madam Chair?

[Inaudible].

Chairperson Lanier: [Inaudible].

Mr. Merzius.

Executive Director Merzius: Chair, I can handle those questions offline.

I'd like to focus on the question at hand now.

Chairperson Lanier: Okay.

Very good.

So, could you look into that issue and bring.., bring us something back? Send us something about how that would work between the CRA?

Commissioner Guyton: The National Panhellenic Council event.

[Inaudible comments]

Commissioner Spiritis: Madam Chair?

Commissioner Guyton: [Inaudible].

Commissioner Spiritis: Yeah.

I.., I support, as well.., I support that project and becoming part of the CRA.

Chairperson Lanier: Yeah.

We can.., we can put something together for us and.., and give it to us and send it to us and let us look at it.

Executive Director Merzius: So, Chair, for confirmation?

What we're talking about is having this event at the Ocean Mall space. And, when we're having this event at the Ocean Mall space, we would be coordinating with the group what the fee schedule, or fee structure, would be?

Chairperson Lanier: Yes.

Executive Director Merzius: Okay.

Chairperson Lanier: Yes.

Vice Chair Miller-Anderson: Madam Chair?

Commissioner Guyton: [Stammer].

Chairperson Lanier: Yes.

Go ahead.

Vice Chair Miller-Anderson: Can you just bring us some information back. I mean.

we're wrapping up right now and we're throwing this out here.

Chairperson Lanier: That's.., that's why I said bring us…

Get with the Mayor, bring us something back and let us all see what's going on here.

Mayor Lawson: So, and…

Just for clarity, Madam Chair. I.., I don't know if it was just the fee structure, it was getting the information 'cause they haven't even had a response yet.

Executive Director Merzius: Right.

Mayor Lawson: So, I think they submitted an application, a special events permit.

Just getting that information because, in your memo, you said that you'd handle anything under five hundred. I believe this event is way lower than that. So, what I would like to see is, what information they have, have a discussion with your Staff.

And then, if we can bring something back and we can discuss that with the organizers.

Executive Director Merzius: So, Chair…

Chairperson Lanier: Yes.

Go ahead.

Executive Director Merzius: Yes, Mayor.

For clarification, handling anything under five hundred within the Marina event operating space. But, we will take a look at the special event process through the City.

Chairperson Lanier: Yes.

Executive Director Merzius: And, work with the City and what that looks like for this specific special event.

So, we'll tee it up and we'll get it started and with collaboration with the City, we'll bring something forward to you all, possibly at the City Commission meeting in conjunction with the CRA group.

Mayor Lawson: Thank you.

Executive Director Merzius: Yes, sir.

Commissioner Davis Panier: Alright.

And, Madam Chair, I just wanna stress that it is a.., an event that helps raise money for scholarships for students.

Chairperson Lanier: Yeah.

So, we can just get inform'.., just briefly, Mayor, through the CRA, send.., send information about what that is. I'm not sure what it is.

Commissioner Miller-Anderson.

Vice Chair Miller-Anderson: Okay.

The Riviera Beach Youth Council application deadline is this Friday at 5:00 p.m. Applications are online on the City's website. 3.0, 9 through 12th grade, 14 through 18 years old.

We are also two time award winners. So, we are very proud of that for sure.

[Clapping]

Vice Chair Miller-Anderson: So, we're looking forward to having our second cohort group and being able to do even more things with the kids.

Get your application in.

Chairperson Lanier: Thank you very much. [Inaudible]. So, questions that came from the.., from the audience in regards to issues of parking, could you please get with these individuals afterwards?

Executive Director Merzius: Absolutely.

Chairperson Lanier: So that they can get their questions answered.

Thank you…

Executive Director Merzius: Yes.

Chairperson Lanier: …very much.

ADJOURNMENT

Chairperson Lanier: This meeting is adjourned.

[Gavel]

[End of video/audio]

City Employees, Public Speakers and Others

Procurement Director LaTonya Ammons.....Procurement Director Amons

Scott Lewis .....Mr. S. Lewis

Forest Development – Managing Partner .....Mr. P. Baytarian
Peter Baytarian

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

Nikasha Wells.....Ms. N. Wells

Margaret Shepherd.....Ms. M. Shepherd

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

Michael Tavarez .....Mr. M. Tavarez

Mary Curtis.....Ms. M. Curis

Anthony Miller .....Mr. A. Miller

Bernadette Nunez.....Ms. B. Nunez

Rosemarie Camio.....Ms. R. Camino

Rita Page.....Ms. R. Page

Michael Gyamfi .....Mr. M. Gyamfi

Madeline Irving-Mills.....Ms. M. Irving-Mills

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

Robert Pearce.....Mr. R. Pearce

I, Julie Reitano, Registered Professional Reporter, do hereby certify that I was authorized to and did transcribe the foregoing proceedings, and that the foregoing is a true and correct transcription of said proceedings in witness whereof, I have hereunto set my hand this 19th day of May, 2026.

Julie Reitano, RPR

ADJOURNMENT

The CRA Regular Board Meeting was adjourned at 9:00 p.m. The minutes were approved by the Board of Commissioners on June 10, 2026.

_____

Bruce Guyton, Chairperson

_____

Gedel Merzius, Executive Director

Riviera Beach
COMMUNITY REDEVELOPMENT AGENCY

City of Riviera Beach

To: Honorable Chair and CRA Board of Commissioners

From: Tonya Davis, Finance Specialist

Through: Sherley Desir, Director of Administration

Subject: **Vendor Invoices**

Date: June 10, 2026

CC: General Public

Background:
Vendor invoices.

City Goals:
To enhance government stewardship and to achieve a sustainable economy.

Fiscal/Budget Impact:
There is a fiscal impact of $41,777.56.

Recommendation:
Staff recommends the approval of the monthly vendor invoices.

Attachments:
1. Monthly vendor invoices for June 10, 2026 Meeting.pdf
2. E.L. Waters & Company, LLC. $24,000.00 #May-26.pdf
3. E.L. Waters & Company, LLC. $17,777.56 #May-26A.pdf

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

RATIFICATION OF CONSULTANT/VENDOR INVOICES

TO BE CONSIDERED AT THE JUNE 10, 2026 BOARD MEETING

ITEM	VENDOR NAME	EXPIRES	RES #, DATE;	INVOICE	INVOICE AMOUNT
1	**E.L. Waters & Company LLC**	8/27/2027	Re. No. 2025-15; Approved 8/27/2025	May-26	$24,000.00
	Economic Vision Planning - May 1-31, 2026				
2	**E.L. Waters & Company LLC**	8/27/2027	Re. No. 2025-15; Approved 8/27/2025	May-26A	$17,777.56
	Mobility Plan - May 1-31, 2026				
				TOTAL	**$41,777.56**

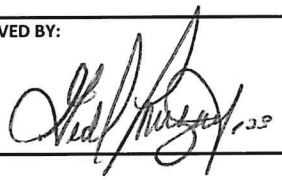
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
PAYMENT REQUISITION FORM

TODAYS DATE:	6/2/2026		**BCP**
VENDOR NAME:	E.L. WATERS & COMPANY LLC		**C & S**
VENDOR #:	19911		**CDE**
INVOICE #:	MAY-26	X	**CRA**
INVOICE DATE:	6/2/2026		**MEC**
PO #:			**MV**
COMPLETED BY:	SDESIR		**RBEC,LLC**

FUND ACCOUNT NUMBER	DESCRIPTION	JOB	AMOUNT
81150101-531000	Corridor Mobility Plan - Development & Project Coordination		$ 24,000.00
	Economic Vision Planning; Small Business Incubator		
	Team Meeting and Next Steps - Dates 5/1-31/2026		
		INVOICE TOTAL	**$24,000.00**

COMMENTS:

APPROVED BY:



CRA POLICY ON PURCHASES LESS THAN $2,500 REQUIRES THAT THE PURCHASE PRICE IS "FAIR AND REASONABLE." IF COMPETITIVE QUOTES ARE REQUIRED, PLEASE COMPLETE SECTION C AND SUBMIT QUOTES WITH INVOICE. IF UNDER $2500 PLEASE COMPLETE SECTION A OR B BELOW.

SECTION A - CERTIFICATION

PLEASE ANNOTATE BELOW HOW YOU DETERMINED THAT THE PRICE IS FAIR AND RESONABLE; EXAMPLES INCLUDE: PROFESSIONAL MARKET EXPERIENCE, MARKET TREND, PREVIOUS PURCHASE, CATALOG PRICE, ADVERTISING PUBLICATIONS, ETC.

I HAVE DETERMINED THAT THE PRICE IS FAIR AND REASONABLE. MY REASONS INCLUDE:

SECTION B - OTHER

SECTION C - QUOTES

VENDOR	PRICE QUOTED	COMMENT / RANKING
1		
2		
3		

RECEIVED BY FINANCE:

ENTERED IN TYLER:

DATE MAILED:

Riviera Beach CRA
Payment Authorization Checklist

Vendor Name: E.L. Waters & Company, LLC.

Control No.: N/A **Invoice No.:** MAY-26

Invoice Date: June 2, 2026 **Payment Amount:** $24,000.00

Project Supervisor/Responsible Official: Gedel Merzius

	Reviewed/Approved by
☒ Project "scope of work and deliverables" reviewed?	GM
☒ Payment support documentation appropriate based on work scope?	GM
☒ Deliverables due with this invoice have been received?	GM
☐ If final payment, have all deliverables been received?	N/A
☒ Amount of payment is in agreement with payment schedule or is appropriate and is within the limits of the total agreement amount, on a cumulative amount basis?	GM
☒ Expense reimbursement amounts meet Agency guidelines or amounts approved by the agreement.	GM
☒ The nature of work being performed is within the scope of the CRA plan.	GM
☒ Funds for payment have been budgeted and are available from the appropriate source(s) for payment.	GM

The invoice and supporting documentation have been reviewed and it is approved for payment.

_____ **Date:** 6/2/26

Approving Authority

Invoice

E.L. Waters & Company, LLC

Date: 6/2/2026
Invoice #: May-26
Purchase Order #:
Period of Performance: 05/01/2026 - 05/31/2026

To: Gedel Merzius
Executive Director
City of Riviera Beach Community Redevelopment Area
600 West Blue Heron Blvd, Suite C-225
Riviera Beach, FL 33404

Contractor	Job	Payment Terms	Due Date
E.L. Waters & Company, LLC	Riviera Beach CBRA	Due Upon Receipt	Net 10

Qty	Description	Unit Price	Line Total
1.0	Detailed monthy report attached for services rendered for the month of May 2026.	$ 24,000.00	$ 24,000.00
		Total:	$ 24,000.00

Make all checks payable to:
E.L. Waters & Company, LLC
8264 NW 195th Terrace Hialeah, FL 33015
elwatersandcompanyllc@gmail.com
Phone: (305) 785-9757

May 2026 Monthly Report

Planning & Development Services

Riviera Beach Community Redevelopment Agency

Prepared by: **E.L. Waters & Company**

Executive Summary

Planning & Development Services advanced several major redevelopment initiatives in May, with strong coordination across City departments, Palm Tran, County Planning, and CRA partners. Work continued Marina Village, 1851 Broadway, Avenue E, and the Economic Development Visioning Plan, while mobility planning activities, including the mobility audit and senior workshop, strengthened alignment between redevelopment, transportation, and economic strategy.

1. Development Review & Project Coordination

1.1 Major Development Projects

- **Marina Village (Elements 7 & 8)** Element 8 continues toward structural top-off, with ongoing coordination around mobility access, parking management, and pedestrian circulation.
- **1851 Broadway** CRA staff prepared for the Owner's Representative process and reviewed density, feasibility, and mobility impacts.
- **2600/2601 Broadway** Parcel-level analysis advanced, focusing on zoning consistency and redevelopment sequencing.

1.2 Interdepartmental Coordination

- Continued coordinated introduction emails to Planning, Public Works, GIS, Parks, and Economic Development to streamline review.
- Ongoing retrieval of the Public Benefits Ordinance draft to align redevelopment and mobility requirements.

2. Economic Development Strategy & Business Support

2.1 Economic Development Visioning Plan

- Narrative framework refined to integrate CRA priorities and community feedback.
- Parcel profiles expanded to include redevelopment readiness and catalytic potential.

2.2 Small Business & Incubator Coordination

- Continued coordination on the restaurant incubator agreement and buildout.
- Requested program metrics to refine small business support recommendations.

3. Regional & Interlocal Coordination

- Continued outreach to Palm Tran, TPO, County Planning, and municipal partners.
- Awaiting Port of Palm Beach interlocal agreement for mobility and redevelopment alignment.

4. Administrative Support

- Supported CRA staff in preparing materials for the April/May CRA Board meetings.
- Updated HOA and community group lists for outreach.

5. Upcoming Priorities (June 2026)

- Finalize Owner's Representative coordination for 1851 Broadway.
- Advance development review for Element 7.
- Distribute draft Economic Development Visioning Plan.
- Review Port of Palm Beach interlocal agreement.
- Prepare for June/July CRA Master Plan integration.

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
PAYMENT REQUISITION FORM

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VENDOR #:	19911
INVOICE #:	MAY-26A
INVOICE DATE:	6/2/2026
PO #:	
COMPLETED BY:	SDESIR

	BCP
	C & S
	CDE
X	CRA
	MEC
	MV
	RBEC,LLC

FUND ACCOUNT NUMBER	DESCRIPTION	JOB	AMOUNT
81150101-531000	Corridor Mobility Plan - Mobility Audit; Mobility Workshop;		$ 17,777.56
	Survey Progress & Public Input; Transit Strategy & Interagency		
	Team Meeting and Next Steps - Dates 5/1-31/2026		
		INVOICE TOTAL	**$17,777.56**

COMMENTS:

APPROVED BY:

CRA POLICY ON PURCHASES LESS THAN $2,500 REQUIRES THAT THE PURCHASE PRICE IS "FAIR AND REASONABLE." IF COMPETITIVE QUOTES ARE REQUIRED, PLEASE COMPLETE SECTION C AND SUBMIT QUOTES WITH INVOICE. IF UNDER $2500 PLEASE COMPLETE SECTION A OR B BELOW.

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I HAVE DETERMINED THAT THE PRICE IS FAIR AND REASONABLE. MY REASONS INCLUDE:

SECTION B - OTHER

SECTION C - QUOTES

VENDOR	PRICE QUOTED	COMMENT / RANKING
1		
2		
3		

RECEIVED BY FINANCE:	
ENTERED IN TYLER:	
DATE MAILED:	

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Purchase Order #:
Period of Performance: 05/01/2026 - 05/31/2026

To: **Gedel Merzius**
Executive Director
City of Riviera Beach Community Redevelopment Area
600 West Blue Heron Blvd, Suite C-225
Riviera Beach, FL 33404

Contractor	Job	Payment Terms	Due Date
E.L. Waters & Company, LLC	Riviera Beach CBRA - Corridor Mobility Plan	Due Upon Receipt	Net 10

Qty	Description	Unit Price	Line Total
1.0	Detailed monthy report attached for services rendered for the month of May 2026.	$ 12,222.00	$ 12,222.00
1.0	Management Fee for Mobility Plan	$ 5,555.56	$ 5,555.56
		Total:	$ 17,777.56

Make all checks payable to:
E.L. Waters & Company, LLC
8264 NW 195th Terrace Hialeah, FL 33015
elwatersandcompanyllc@gmail.com
Phone: (305) 785-9757

Riviera Beach
COMMUNITY REDEVELOPMENT AGENCY

May 2026 Monthly Report

Corridor Mobility Plan

Riviera Beach CRA Corridor Mobility Plan

Prepared by: E.L. Waters & Company + The Corradino Group

Executive Summary

May marked a major milestone in the Corridor Mobility Plan, with the completion of the Mobility Audit, the Senior Mobility Workshop, and continued development of multimodal alternatives. Survey responses increased to 92, and the team advanced mapping, Street Mix typical sections, and first/last-mile transit strategies.

1. Mobility Audit & Field Verification

1.1 Mobility Audit – Completed (May 12, 2026)

The project team conducted a full mobility audit with City staff, driving and walking key corridors:

- Marina Village
- Avenue E
- Broadway / US-1
- Blue Heron Blvd
- Singer Island
- Phil Foster Park

Audit objectives included ADA verification, lighting conditions, crosswalk safety, transit stop quality, and first/last-mile gaps.

2. Senior Mobility Workshop – Completed (May 12, 2026)

Held during the senior luncheon at Wells Recreation Center, the team engaged 30+ seniors using interactive surveys and facilitated discussions. Key themes included:

- ADA and sidewalk needs
- Transit preferences (trolley, microtransit, water taxi)
- Safety and lighting
- Comfort and reliability

3. Survey Progress & Public Input

- 92 total survey responses collected.
- Additional outreach extended through email blasts and social media.

4. Transit Strategy & Interagency Coordination

- Palm Tran coordination continued regarding ridership data, Bus Link voucher usage, and potential fixed-service pilot linkages.
- Team established neutral vendor communication protocols to avoid procurement conflicts.

5. Day-One Deliverables (Confirmed)

- **Direct connector** between Riviera Beach and the Tri-Rail station.
- **Internal circulator** serving CRA corridors.
- **Parking cost offsets** to incentivize trolley/microtransit ridership.

6. Mapping & Alternatives Development

- StreetMix typical sections drafted for community review.
- GIS layers integrated into Google Earth for corridor mapping.

7. Next Steps (June 2026)

- Draft recommendations and maps for internal review.
- Prepare renderings for June 10th open house.
- Continue Palm Tran and municipal coordination.
- Begin cost estimates and phasing.

Six-Month Progress Timeline Report (Months 1–6 of 9)

Riviera Beach CRA – Corridor Mobility Plan

Prepared by: E.L. Waters & Company + The Corradino Group

Executive Summary

At the six-month mark, the Corridor Mobility Plan is on schedule, with foundational analysis complete, public engagement strong, and alternatives development underway. This report summarizes progress from January–June 2026 and outlines next steps for the remaining three months.

I. Six-Month Progress Overview

Month 1 – February 2026

Foundation & Data Collection

- Kickoff meeting with CRA staff.
- Infrastructure inventory and safety review initiated.
- Interagency introductions (Public Works, Planning, GIS, Parks).
- Port of Palm Beach interlocal agreement identified for review.

Month 2 – March 2026

Analysis & Typologies

- Completed infrastructure inventory and safety analysis.
- Draft corridor typologies and preliminary typical sections.
- Outreach strategy finalized.

Month 3 – April 2026

Public Engagement & Early Alternatives

- Public Workshop #1 (30 attendees, 34 surveys).
- Alternatives refined based on community input.
- Implementation Matrix drafted.

Month 4 – May 2026

Mobility Audit & Senior Workshop

- Mobility Audit conducted across Marina Village, Avenue E, Broadway, Blue Heron, Singer Island, Phil Foster Park.
- Senior Mobility Workshop with 30+ participants.
- Survey responses reached 92.

Month 5 – June 2026 (In Progress)

Alternatives Development & Draft Recommendations

- StreetMix typical sections under review.
- GIS mapping for corridor alternatives.
- Preparing renderings for June 10th open house.

Month 6 – July 2026 (Upcoming)

Implementation & Integration

- Finalize Implementation Matrix.
- Integrate Public Benefits Ordinance mobility components.
- Prepare for Master Plan integration.

II. Key Metrics (Months 1–6)

Category	Target	Status	Metric
Infrastructure Inventory	100%	Complete	Full dataset compiled
Safety Analysis	100%	Complete	Crash heat maps + typologies
Public Workshop #1	April	Complete	34 surveys + strong attendance
Mobility Audit	May	Complete	6 corridor areas reviewed
Senior Workshop	May	Complete	30+ participants
Survey Responses	100+	In progress	92 collected
Corridor Typologies	Draft	Complete	Internal review underway
Alternatives Development	April–June	On track	Refinement underway
Implementation Matrix	Draft May	In progress	Early framework drafted

III. Next Steps (Months 7–9)

Month 7 – July

- Finalize alternatives and cost estimates.
- Integrate Public Benefits Ordinance mobility components.

Month 8 – August

- Draft full Corridor Mobility Plan.
- Internal review with CRA staff.

Month 9 – September

- Final presentation to CRA Board.
- Prepare for Master Plan integration.

City of Riviera Beach

To: Honorable Chair and CRA Board of Commissioners

From: Gedel Merzius, Executive Director

Through: Sherley Desir, Director of Administration

Subject: **Resolution No. 2026-07 of the Board of Commissioners of the Riviera Beach Community Redevelopment Agency (The Agency) authorizing a piggyback agreement with Centurion Security Group, LLC for armed security services utilizing the City of Riviera Beach's competitively awarded contract No. 1173-RFP-25-3; providing an effective date.**

Date: June 10, 2026

CC: General Public

Background:

The Riviera Beach Community Redevelopment Agency (CRA) is in the process of relocating its administrative operations to its new office located at 3501 Broadway, Suite C, Riviera Beach, FL. 33404. As part of this transition, staff has evaluated operational needs and determined that armed security services are necessary to provide a safe and secure environment for employees, visitors, public records, and Agency assets.

On June 27, 2025, the City of Riviera Beach issued Request for Proposal (RFP) No. 1173-RFP-25-3 for Armed and Unarmed Security Services. The solicitation was publicly advertised and competitively procured to obtain qualified and licensed security personnel to provide security services at various City-owned facilities and properties. The City subsequently awarded the contract to Centurion Security Group, LLC. on February 4, 2026.
Staff recommends utilizing a piggyback agreement with Centurion Security Group, LLC. under the City's existing competitively awarded contract. Piggybacking allows the CRA to leverage an established procurement process, secure favorable pricing, and avoid duplicative solicitation efforts while maintaining compliance with procurement requirements.

Under the proposed agreement, Centurion Security Group, LLC. will provide one (1) licensed armed security officer Monday through Friday during regular business hours. Services will

include monitoring visitor access, maintaining a visible security presence, conducting routine patrols, responding to emergencies and suspicious activity, preparing incident reports, and coordinating with law enforcement when necessary.

The proposed agreement provides for an annual expenditure not to exceed $83,432.00, based on an hourly rate of $26.52, plus a contingency amount of up to ten percent (10%) for unforeseen operational needs, emergency coverage, or additional security-related services, for a total not-to-exceed amount of $91,775.20. The initial term of the agreement will commence on August 1, 2026 and terminate on February 1, 2027, with the option for four (4) additional one-year renewals, subject to Board approval.

City Goals:

To accelerate operational excellence.

Fiscal/Budget Impact:

There is a fiscal impact of $83,432.00.

Recommendation:

Staff requests the approval of Resolution No. 2026-20 to contract Centurion Security Group, LLC for security services at the CRA Office located at 3501 Broadway.

Attachments:

1. Resolution No. 2026-07 Centurion Security Group, LLC.pdf
2. Profesional Agreement - Centurion Security Group, LLC.pdf
3. Attachment - Scope of Service - Centurion Security Group, LLC.pdf
4. Attachment - Proposal Centurion Security Group.pdf
5. Solicitation No. 1173-RFP-25-3 - Armed Security Services.Pdf

RESOLUTION NO. 2026 - 07

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE "AGENCY") AUTHORIZING A PIGGYBACK AGREEMENT WITH CENTURION SECURITY GROUP, LLC FOR ARMED SECURITY SERVICES UTILIZING THE CITY OF RIVIERA BEACH'S COMPETITIVELY AWARDED CONTRACT NO. 1173-RFP-25-3; PROVIDING AN EFFECTIVE DATE

****

WHEREAS, the Riviera Beach Community Redevelopment Agency ("Agency") is relocating its administrative operations into a freestanding office facility located at 3501 Broadway, Suite C, Riviera Beach, Florida; and

WHEREAS, the Agency has determined that armed security services are necessary to ensure the safety and security of Agency staff, visitors, public records, and Agency property; and

WHEREAS, the City of Riviera Beach previously conducted a competitive solicitation process through RFP No. 1173-RFP-25-3 for armed security services and awarded a contract to Centurion Security Group, LLC; and

WHEREAS, the Agency desires to piggyback off the City of Riviera Beach's competitively awarded contract pursuant to the same terms, conditions, pricing structure, and scope of services contained therein; and

WHEREAS, Centurion Security Group, LLC submitted a quote to the Agency for one (1) armed security guard Monday through Friday from 7:30 a.m. through 6:00 p.m. at a rate of $26.52 per hour, totaling approximately $83,432.00 annually; and

WHEREAS, to accommodate potential unforeseen circumstances including additional operational needs, scheduling adjustments, emergency coverage, holiday coverage, or other security-related services, the Agency desires to authorize a contingency amount not to exceed ten percent (10%) of the annual contract amount; and

WHEREAS, the Board of Commissioners finds that piggybacking off the City's existing competitively procured contract is in the best interest of the Agency and provides an efficient and cost-effective procurement method while avoiding unnecessary duplication of procurement efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, that:

SECTION 1. The Board hereby authorizes the Agency to enter into a Piggyback Agreement with Centurion Security Group, LLC for armed security services utilizing the City of Riviera Beach's competitively awarded Contract No. 1173-RFP-25-3.

SECTION 2. The Board hereby authorizes an annual expenditure in an amount not to exceed $83,432.00, with a ten percent 10% contingency funding for unforeseen security-related operational needs.

SECTION 3. The Executive Director is hereby authorized to execute the Piggyback Agreement and any associated documents necessary to implement the intent of this Resolution, subject to approval as to form and legal sufficiency by the CRA Attorney.

SECTION 4. This Resolution shall become effective immediately upon adoption.

[Signatures on following page]

PASSED AND ADOPTED this 10th day of June 2026.

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Bruce Guyton, Chairperson

ATTEST:

_____
Gedel Merzius, Executive Director

Approved as to form and legal sufficiency

_____
Christopher Smith, Esq., CRA Attorney

MOTION BY: _____

SECOND BY: _____

F. DAVIS-PANIER _____

S. LANIER _____

K. MILLER-ANDERSON _____

G. SPIRITIS _____

B. GUYTON _____

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
CENTURION SECURITY GROUP, LLC.

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic organized pursuant to Chapter 163, Florida Statutes, hereinafter referred to as the "AGENCY," and CENTURION SECURITY GROUP, LLC, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the City of Riviera Beach went into contact and awarded Contract No. 1173-RFP-25-3 on February 4, 2026 for armed security services through a competitive solicitation process; and

WHEREAS, the AGENCY desires to piggyback off the City's competitively awarded contract for armed security services for the Agency's administrative office located at 3501 Broadway, Suite C, Riviera Beach, Florida; and

WHEREAS, the CONTRACTOR has agreed to provide such services pursuant to the pricing, terms, and conditions contained herein and within the City's awarded contract.

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

ARTICLE 1 – SERVICES AND FEES

The CONTRACTOR shall provide armed security services for the Agency administrative office located at: 3501 Broadway, Suite C, Riviera Beach, Florida 33404.

Services shall include, but not be limited to:

- Maintaining a visible armed security presence;
- Monitoring ingress and egress of visitors;
- Conducting periodic patrols of the premises;
- Responding to incidents and emergencies;
- Preparing incident and activity reports;
- Coordinating with law enforcement when necessary;
- Assisting with overall site safety and security operations.

ARTICLE 2 – TERM OF CONTRACT

The term of this Agreement shall commence on August 1, 2026 and terminate on February 1, 2027, with an option to renew for four (4) additional one (1) year renewal contract. Renewals shall be approved by the CRA Board of Commission or unless earlier terminated pursuant to this Agreement. Notification of intent to renew will be sent in advance of the expiration date.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

The AGENCY agrees to compensate the CONTRACTOR for the provision of one (1) Armed Security Guard assigned to work Monday through Friday from 7:30 a.m. to 6:30 p.m. at an hourly rate of Twenty-Six Dollars and Fifty-Two Cents ($26.52), for an estimated weekly cost of One Thousand Four Hundred Fifty-Eight Dollars and Sixty Cents ($1,458.60).

The total annual amount payable under this Agreement shall not exceed Eighty-Three Thousand Four Hundred Thirty-Two Dollars ($83,432.00). In addition, the Agreement includes a contingency allowance of up to ten percent (10%), in the amount of Eight Thousand Three Hundred Forty-Three Dollars and Twenty Cents ($8,343.20), for additional operational security needs. Accordingly, the total not-to-exceed amount under this Agreement shall be Ninety-One Thousand Seven Hundred Seventy-Five Dollars and Twenty Cents ($91,775.20).

The terms and conditions of City of Riviera Beach Contract No. 1173-RFP-25-3 are hereby incorporated by reference to the extent they are not inconsistent with the terms of this Agreement.

ARTICLE 4- APPROPRIATION OF FUNDS

Notwithstanding anything in the Agreement to the contrary, in the even that no funds are appropriated or budgeted by the CRA's governing body in any fiscal year to pay the costs associated with the CRA's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the CRA to be insufficient to pay the costs associated with the CRA's obligations under the Agreement in any fiscal period, then the CRA will notify the CONTRACTOR of such occurrence and either the CRA or CONTRACTOR may terminate the Agreement as provided herein.

ARTICLE 5 - TERMINATION

The AGENCY may terminate this Agreement with or without cause upon thirty (30) days written notice to the CONTRACTOR.

ARTICLE 6 – INSURANCE

The CONTRACTOR shall maintain all insurance coverage required under the City of Riviera Beach Contract No. 1173-RFP-25-3 and shall provide certificates of insurance naming the Riviera Beach Community Redevelopment Agency as an additional insured.

ARTICLE 7 - PERSONNEL

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

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 10 - INDEMNIFICATION

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

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

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

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

ARTICLE l1 - SUCCESSORS AND ASSIGNS

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

ARTICLE 12 – VENUE

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

ARTICLE 13 - 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 l4 - CONFLICT OF INTEREST

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

The CONTRACTOR shall promptly notify the CRA'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR 'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CRA as to whether the association, interest or circumstance would, in the opinion of the CRA, constitute a conflict of interest if entered into by the CONTRACTOR.

The CRA agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CRA, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CRA shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CRA by the CONTRACTOR under the terms of this Contract.

ARTICLE 15 – DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its Sub CONTRACTORS and without their fault or negligence. Such causes include but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the CONTRACTOR'S request, the CRA shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its Sub VENDORS' fault or negligence, as determined by the CRA, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CRA'S rights to change, terminate, or stop any or all of the work at any time.

If the CONTRACTOR is delayed at any time in the process of the work by any act or neglect of the CRA or its employees, or by any other CONTRACTOR employed by the CRA, or by changes ordered by the CRA or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CONTRACTOR pending negotiation or by any cause which the CONTRACTOR shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CRA may decide. No extension shall be made for a delay occurring more than seven (7) days before a claim therefore is made in writing to the CONTRACTOR. In the case of continuing cause of delay, only one (1) claim is necessary.

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

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

ARTICLE 16 – INDEBTEDNESS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CRA'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 CRA 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 CRA or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or *indirectly*, without the CRA'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CRA'S expense shall be and remain the CRA'S property and may be reproduced and reused at the discretion of the CRA.

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

ARTICLE 21 - NONDISCRIMINATION

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

ARTICLE 22 - ENFORCEMENT COSTS

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

ARTICLE 23 - AUTHORITY TO PRACTICE

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

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

ARTICLE 24 – 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 25 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 26 - NOTICE

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

Attn: Gedel Merzius, CRA Executive Director
3501 Broadway, Suite C
Riviera Beach, FL 33404

With a copy to:
Pittman Law Group
128 E. Park Ave.
Tallahassee, FL 33404

CONTRACTOR:
Centurion Security Group, LLC.
Attn: Richard Rodriguez
13000 SW 120th Street
Miami, FL 33186

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CRA and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 27 Modifications of Work.

ARTICLE 28 – TIME

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

ARTICLE 29 - 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 30 - WAIVER

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

ARTICLE 31 - PREPARATION

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

ARTICLE 32 - MATERIALITY

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

ARTICLE 33 - REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR has full power, authority, and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, the CONTRACTOR hereby represents to the CRA that he/she has the authority and full

legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 34 - 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 35 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of the Contract and the Scope of Services attached hereto as "Exhibit "A'. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and the Scope of Services. To the extent that there exists a conflict between this Contract and the Scope of Services, 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 36 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the EXECUTIVE DIRECTOR OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY or its designated representative.

ARTICLE 37 - 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 38 – 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 39 - WAIVER OF SUBROGATION

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

or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 40- RIGHT TO REVIEW

The CRA, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CRA 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 41- FLORIDA PUBLIC RECORDS ACT

The CONTRACTOR shall comply with Florida's Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

(a) Keep and maintain all public records required by the CRA perform the services under this Agreement.

(b) Upon request from the CRA" custodian of public records, provide the CRA 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 the contract term and following completion of the contract if the contractor does not transfer the records to the CRA.

(d) Upon completion of the contract, transfer, at no cost, to the CRA all said public records in possession of the CONTRACTOR or keep and maintain public records required by the CRA to perform the service. If the CONTRACTOR transfers all public records to the CRA upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

IF THE CONTRACTOR HAS A QUESTION REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, RELATING TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Sherley Desir, Director of Administration at 561-844-3408, sdesir@rbcra.com, 3501 Broadway, Suite C, Riviera Beach FL. 33404.

[Signatures on following page]

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

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

BY: _____
Gedel Merzius
CRA Executive Director

ATTEST:

BY: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
By: _____
Christopher Smith, Esq.
CRA Attorney
Date: June 10, 2026

CENTURION SECURITY GROUP, LLC.

_____
Ricard Rodriguez, Chief Executive Officer
Date: June 10, 2026

Riviera Beach
COMMUNITY REDEVELOPMENT AGENCY

SCOPE OF SERVICES

The Contractor shall provide professional armed security services for the Riviera Beach Community Redevelopment Agency administrative office located at 3501 Broadway, Suite C, Riviera Beach, Florida.

Services shall include:

• Provide one (1) licensed and armed security officer during operational hours;

• Maintain security presence Monday through Friday from 7:30 a.m. through 6:00 p.m.;

• Monitor all visitor access and building entry points;

• Conduct periodic patrols of the premises and surrounding areas;

• Respond to disturbances, emergencies, suspicious activity, and security concerns;

• Maintain daily activity logs and incident reports;

• Coordinate with Riviera Beach Police Department and emergency responders when necessary;

• Assist with maintaining safety and order for staff and visitors;

• Immediately notify Agency management of incidents requiring attention;

• Maintain all required State of Florida licenses and certifications necessary to provide armed security services.

The Contractor shall perform all services in accordance with the standards, pricing, and operational requirements established under City of Riviera Beach Contract No. 1173-RFP-25-3.

600 West Blue Heron Boulevard, Suite C-225 | Riviera Beach, FL 33404

QUOTE – ARMED GUARD LEVEL
1173-RFP-25-3

Email: sdesir@rbcra.com

Vendor Name: CENTURION SECURITY GROUP, LLC
Vendor FEID#: 27-2991319
Address: 13000 SW 120th STREET
MIAMI, FL 33186
Phone Number: Mobile 305-975-5585 //or// Office 305-964-7654
Fax Number: 866-247-7634
Contact Person: Edward A. Heflin-EL (President), or Richard Rodriguez (CEO)

Quotes include all charges for the Riviera Beach Community Redevelopment Agency under the City of Riviera Beach – 1173-RFP-25-3

Long-Term Quote - more than one (1) year
Frequency-based, consists of daily, weekly, monthly, or Semi-Annual

The following quote is based upon the Long-Term Rate and is one (1) or more than one (1) year contractual agreement. Prices are based on frequency, occasional hours, days, and weeks based on 35 to 40 hours weekly.

Qty	Unit	Description	Item #	List Price	Discount Price	Extended Weekly Totals
	Hourly	Armed Security Guard	NAIC 561612	$ 29.66	$26.52	$1,392.30
1	Hourly	Operations Manager		$45.00	$45.00	Included

Emergency Response Quote

The following quote is based on Emergency services requests. Request made 72 hours or less, prior to the start of services (Emergency Service Request). This rate will stand firm from the start of services up to the following 72-hour period then be reduced to a Long-Term or Short-Term / Occasional Rate. Frequency bases (hours, days, or weeks).

Qty	Unit	Description	Item #	List Price	Discount Price	Extended Totals
TBD	Hourly	Armed Security Guard Level	NAIC 561612	$65.50	$ 65.50	TBD

QUOTE – ARMED GUARD LEVEL
1173-RFP-25-3

Riviera Beach Community Redevelopment Agency July 1st 2026 – February 4th, 2027					
Location/Services	**Schedule**	**No. of guards**	**Pay Rate**	**Weekly hrs**	**Weekly cost**
600 W. Blue Heron Blvd, Suite C-225 Riviera Beach, FL 33404	Armed Security Guard Mon-Fri 7:30am-6:00pm	1	$ 26.52	52.5	$ 1,392.30
			Total Weekly Cost		**$1,392.30**

Centurion Security Group, LLC prides itself on providing our clients with a high standard of quality, responsive, and professional security services.

We accomplish the highest levels of professionalism by combining our rigorous hiring program, continuous in-house training, certification programs, finest of uniforms, (Two) 24-hour central dispatch stations 365 days a year, innovative technology for electronic reporting of incidents, maintenance and activity reports and daily supervision of all locations. Centurion Security Group offers better salaries and benefits to its security officers than most security companies at no cost to our clients. This ensures the retention of the best-qualified personnel. In addition, our clients can contact any executive management team member directly 24/7.

Please note that Centurion Security Group, LLC will be appointing the Operations Manager and Supervisory team at no additional cost to the Riviera Beach Community Redevelopment Agency, to ensure the quality of services provided.

Richard Rodriguez CEO
Centurion Security Group, LLC Direct: 305-710-1368
Office: 305-964-7651 / 800-800-9151

Email:rrodriguez@CenturionSecurityGroup.com

QUOTE – ARMED GUARD LEVEL
1173-RFP-25-3

Good afternoon Ms. Desir:

As we all may be aware, a federal mandate was placed on businesses that maintain fifty (50) or more employees to offer qualified and quality health benefits. Due to the high cost of insurance and the increased cost of hiring and retaining eligible and qualified personnel, most of the security industry deems this price prohibitive and has elected to ignore this mandate to keep prices artificially low. In doing so, choosing to keep the price low to win bids during the bidding process for security services will come at a higher cost later. However, there will be heavy penalties leveled against these companies that are not in compliance with federal and state mandates. Centurion Security Group is in full compliance with both federal and State mandates.

In Florida, an increasing number of municipalities have already enacted "Living Wage" ordinances, which require contractors/sub-contractors that provide services to the various municipalities to pay their employees a higher wage and quality benefits. Although this may not be the policy or immediate intent of the Riviera Beach Community Redevelopment Agency, it is something to weigh and strongly consider, as these factors will have a major impact on hiring and maintaining the necessary qualified personnel to man security positions throughout the Riviera Beach Community Redevelopment Agency.

Our experience is that officers not currently receiving higher wages and benefits are fleeing their current jobs in search of companies offering higher wages and company-paid benefits.

In compliance with Federal and State mandates, we at Centurion Security Group LLC have adjusted our prices accordingly. depending on experience and qualifications.

How does this pricing affect Centurion and our clients as a whole? By paying better than minimum wage salaries and offering health benefits, to name a few, we can provide better quality, training, retention, and overall, more qualified security officers to the Riviera Beach Community Redevelopment Agency. As is customary, we are always open to negotiations as necessary or required.

Please feel free to contact us at any time to discuss these matters or future possibilities.

Respectfully,

Richard Rodriguez, CEO
Centurion Security Group, LLC
13000 SW 120th Street, Miami, Florida 33186
Phone: 305-964-7651 / 800-800-9151
Email: RRodriguez@CenturionSecurityGroup.com

City of Riviera Beach, Florida
Procurement Department
1481 West 15th Street
Riviera Beach, FL 33404
Web: www.rivierabeach.org
Office: (561) 845-4180
Email: purchasing@rivierabeach.org

REQUEST FOR PROPOSAL COVER SHEET

SOLICITATION NUMBER:	**1173-RFP-25-3**
SOLICITATION TITLE:	**ARMED AND UNARMED SECURITY SERVICES**
ISSUE DATE:	**June 27, 2025**
PRE-PROPOSAL MEETING:	**July 07, 2025 10:00AM EST MANDATORY In person** **1481 W 15th Street Riviera Beach, FL 33404**
QUESTIONS DEADLINE:	**July 11, 2025 5:00 PM EST**
PROPOSAL DUE DATE:	**July 28, 2025 3:00 PM EST**

The City reserves the right to modify or alter the procurement schedule as needed.

PROCUREMENT DEPARTMENT CONTACT PERSON	**Alex Massari**
EMAIL ADDRESS:	**amassari@rivierabeach.org**

The City of Riviera Beach reserves the right to cancel this RFP at any time and for any reason before the City Council awards a contract.

Responses must be received electronically ONLY via BidNet (https://www.bidnetdirect.com/florida/cityofrivierabeach). Responses not received electronically by the deadline, will be rejected.

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ADDITIONAL ATTACHMENTS AND REQUIRED FORMS:

ATTACHMENT "A" – Offeror's Required Forms

1. Offeror's Checklist
2. Addendum Acknowledgment
3. Authorized Signatories
4. Certification of Proposal
5. Cone of Silence Acknowledgement Form
6. Conflict of Interest Disclosure Form
7. Drug-Free Workplace Form
8. E-Verify Affirmation Statement
9. Human Trafficking Affidavit
10. Litigation Statement
11. Non-Discrimination Affidavit
12. Non-Collusion Affidavit of Prime Offeror
13. Public Access Form
14. Public Entity Crimes Affidavit
15. Required References
16. Scrutinized Companies Certification
17. Bid Bond
18. Performance Bond Acknowledgment
19. Payment Bond Acknowledgment
20. Certificate of Insurability Acknowledgment Form

ATTACHMENT "B" - PRICE PROPOSAL FORM

ATTACHMENT "C" – PROFESSIONAL SERVICES CONTRACT

ATTACHMENT "D" – LOCAL VENDOR PREFERENCE PROGRAM AND AFFIDAVIT

ATTACHMENT "E" – SBE PARTICIPATION SCHEDULE 1 AND 2

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the City of Riviera Beach

1. _____ Read the entire document. Note critical items such as: mandatory requirements; supplies/services required; submittal dates; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2. _____ Note the procurement contact's name, address, phone numbers and e-mail address. This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.

3. _____ Attend the pre-bid, proposal conference if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.

4. _____ Take advantage of the "question and answer" period. Submit your questions online in BidNet by the advertised due date and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are available online in BidNet and will include all questions asked and answered concerning the RFP.

5. _____ Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

6. _____ Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the City or evaluation committee will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the City. The Proposals are evaluated based solely on the information and materials provided in your response.

7. _____ Check for RFP addenda. Before submitting your response, check online in BidNet for any addenda the City has issued.

8. _____ Technical and Cost/Fee Proposals MUST be submitted separately.

9. _____ Review and read the RFP document again to make sure that you have addressed all requirements.

10. _____ Submit your response on time. Note all the dates and times listed in the RFP and be sure to submit all required items on time.

Late proposals responses are never accepted. Don't wait until the last minute to upload electronically in BidNet.

This checklist is provided for assistance only and should NOT be submitted with Offeror's Response.

I. PRE-PROPOSAL CONFERENCE/SITE INSPECTION

A mandatory pre-proposal conference will be held July 7, 2025 at 10:00AM., Eastern Time. Public Works & Administration 1481 West 15th Street Riviera Beach, FL. All proposers are required to attend. The City's representatives(s) will be in attendance to discuss the scope of work and technical aspects of the Request for Proposal. Any perceived or apparent omission or discrepancy in the Proposal Documents and any questions may be presented, however, oral statements or instructions will not constitute an amendment to the Request for Proposal. **Any questions or discrepancies in Proposal documents will only be addressed upon receipt of official written questions on the BidNet Direct Platform.**

Immediately following the mandatory pre-proposal conference, a mandatory site inspection will be conducted of the following sites.

- City Hall – 600 West Blue Heron Blvd Riviera Beach, FL
- Public Library – 2129 North Congress Avenue Riviera Beach, FL
- Public Works & Administration – 1481 West 15th Street Riviera Beach, FL
- Utility Special District – 800 West Blue Heron Blvd Riviera Beach, FL
- Marina Event Center – 190 East 13th Street Riviera Beach, FL

II. PROPOSAL OPENING

All Request for Proposals solicited by the City will be opened electronically via BidNet at the date and time indicated in the solicitation. This meeting will be conducted virtually via Microsoft Teams and in-person at 1485 West 15th Street, Riviera Beach, Florida, 33404. Proposer's may attend this meeting in real time on a computer, laptop, cell phone or any other device with Wi-Fi access. Get the app now and be ready when your first meeting starts.

Teams Meeting:

Meeting ID: 265 120 242 620 7

Passcode: 3up9Hh7e

Dial in by phone

+1 872-242-8933,,468059060# United States, Chicago

Phone Conference ID: 468 059 060#

III. GENERAL INFORMATION

A. HISTORY AND BACKGROUND

The City of Riviera Beach ("City") is located along the Atlantic shores of southeast Florida in Palm Beach County. With a population of more than 38,000 residents, Riviera Beach is home to one of the most impressive beaches in the southeastern United States, boasting an average year-round temperature of 75 degrees.

Along the waterfront in Riviera Beach, residents and tourists enjoy the city's shops, restaurants, and spectacular attractions. The waterfront marketplace draws in crowds of tourists headed for the cruise ships; the Port of Palm Beach is located in Riviera Beach, and the Margaritaville at Sea cruise ship departs every other day. Riviera Beach is a growing harbor city located along the shores of the Atlantic Ocean in southeast Florida, USA.

The City's municipal beach is one of the finest in the state. Our beautiful sandy beaches make Riviera Beach an appealing place for sporting events. Our community and visitors provide an interesting, varied mix of young people, families and retirees from just about anywhere.

B. PURPOSE

The City of Riviera Beach (City), has issued this Request for Proposal (RFP) to solicit competitive proposals from highly qualified, experienced, and licensed firm(s), to provide citywide security services, in accordance with the terms, conditions, and specification contained in this Request for Proposal (RFP). The Procurement Department is the SOLE point of contact concerning this RFP. The Procurement Department Contact is identified on the Cover Page of this RFP. All questions and communications concerning this solicitation and procurement process MUST be submitted in Bidnet by the deadline identified on the RFP cover page.

The RFP documents, including this solicitation, exhibits, attachments, addendums and the successful proposal, shall form the terms and conditions of the Agreement.

C. QUESTIONS

Prospective proposers are required to submit any questions related to this solicitation electronically through BidNet by the deadline specified within the solicitation documents. No other forms of submission will be accepted, and only those questions submitted via BidNet will be officially received and addressed. It is the sole responsibility of the proposer to adhere to this procedure for submitting inquiries.

Responses to all questions received within the designated solicitation period will be posted as an addendum on BidNet. Proposers are advised that failure to report any known or suspected issues, or failure to seek clarification or correction of any aspect of the solicitation, will be done at their own risk.

D. PRE-PROPOSAL CONFERENCE / SITE INSPECTION

A mandatory pre-proposal conference will be held July 7, 2025 at 10:00 A.M., Eastern Time. 1481 West 15th Street Riviera Beach, FL

All proposers are required to attend. The City's representative(s) will be in attendance to discuss the scope of work and technical aspects of the Request for Proposal. Any perceived or apparent omission or discrepancy in the Proposal Documents and any questions may be presented, however, oral statements or instructions will not constitute an amendment to the Request for Proposal. **Any questions or discrepancies in Proposal documents will only be addressed upon receipt of official written questions on the BidNet Direct Platform.**

Immediately following the mandatory pre-proposal conference, a mandatory site inspection will be conducted of the following sites.

- **City Hall** – 600 West Blue Heron Blvd Riviera Beach, FL
- **Public Library** – 2129 North Congress Avenue Riviera Beach, FL
- **Public Works & Administration** – 1481 West 15th Street Riviera Beach, FL
- **Utility Special District** – 800 West Blue Heron Blvd Riviera Beach, FL
- **Marina Event Center** – 190 East 13th Street Riviera Beach, FL

E. PROPOSAL SUBMISSION:

Electronic Proposal responses shall be submitted via BidNet in response to **this RFP,** prior to the designated proposal due date and time indicated on the RFP Cover Page.

It will be the sole responsibility of the Proposer to become familiar with the scope of services, City's requirements, and systems prior to submitting a proposal.

Late submittals and paper bid submittals will not be accepted or considered. BidNet Direct's platform will not accept late submittals.

F. ADDENDUMS AND INTERPRETATIONS:

The City reserves the right to amend this solicitation prior to the due date. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. If an addendum is issued, Proposer must follow the instructions and submit required information, forms, or acknowledge addendum, as instructed therein. It is the responsibility of all potential Proposers to monitor the solicitation for any changing information, prior to submitting their response.

No interpretations of the meaning of the plans, specifications, scope of work or other contract documents will be made orally to any Proposer. Proposers must request such interpretation in writing as instructed in the RFP solicitation package. To be considered, such request must be received by the Questions and Answers deadline as indicated on RFP Cover Page and on BidNet. Questions received after this time will NOT be answered.

G. REQUIRED LICENSING

In order to be deemed responsive and responsible to this solicitation, Proposer must be registered to do business in the State of Florida and possess all required State, Federal, and Local licenses and certifications required to perform the services requested herein.

THE CONTRACTOR MUST POSSESS BUSINESS LICENSES, APPLICABLE GENERAL OR SPECIALIZED LICENSES, AND CERTIFICATION(S) TO BE CONSIDERED RESPONSIVE AND RESPONSIBLE TO THIS SOLICITATION.

Failure to submit proof all required license(s) and certification(s) with proposal submittal will result in a non-responsive and responsible determination.

Required licenses and certifications will consist of the following, but is not limited to:
State: FL

- **Business License**
- **Certificate of Good Standing**
- **Class "B" Security Firm License**
- **Class "BB" License if services will be provided by Proposer branch offices**
- **Class "M" or "MB" Manager License**
- **Class "D" License**
- **Class "G" License**

H. SUBMITTAL GUIDELINES FOR BIDNET DIRECT

1. **RFP Released**
   This RFP is being conducted through BidNet, an online, electronic tool, which allows a supplier to register, log on, select answers and type text in response to questions, and upload any necessary documents. Each supplier interested in competing to win a contract award must complete and submit a response to this RFP using BidNet

2. **RFP Review**
   Carefully review all information contained in the solicitation, including all documents available as attachments or available through links. Any difficulty accessing the solicitation or documents should be reported immediately to the Procurement Contact and/or the BidNet Help Desk.

3. **Uploading Forms**
   When the proposer is ready to upload electronic files (completed forms or worksheets, product sheets, etc.), please follow the directions within the RFP to upload these documents in the proper location.

4. **Reviewing the Response Prior to Submission**
   Each proposer is responsible for ensuring all questions have been answered appropriately and that all necessary documents have been uploaded where applicable.

5. **Confirm that pricing/cost is NOT included in the technical proposal**

6. **Help Desk Support**
   For technical questions related to the use of BidNet Direct, suppliers have access to phone support at 800-835-4603, Monday through Friday 8:00 AM to 8:00 PM EST excluding Holidays or closings in response to inclement weather. Suppliers can also email questions to: support@bidnet.com

NOTE: LATE SUBMITTIALS AND PAPER SUBMITTALS WILL NOT BE ACCEPTED. BIDNET DIRECT'S PLATFORM WILL NOT ACCEPT LATE SUBMITTALS.

I. CONTRACT PERIOD:

The selected proposer(s) will provide services for a one-year period. Four one-year renewal option(s) offered by the City, at the City's sole discretion, may be included.

The City of Riviera Beach acknowledges the fluctuating nature of prices for items and services specified in this solicitation, for the renewal period(s). All requests for price adjustments must be submitted in writing to the Director of Procurement or designee, with substantial documentation, including but not limited to, applicable market indexes for product/service affected, Consumer Price Index (CPI) published by the US department of Labor, and any other documentation supporting the request for price adjustment. The requested price adjustment shall not exceed the published CPI rate. All price increase(s) and decrease(s) shall become effective only upon approval, in writing, by the Director of Procurement. Price increases shall not be retroactive. Moreover, if mutually agreed upon, the price adjustment(s) shall be valid for the next contract/renewal term period and are subject to audit as to the validity/accuracy at any time by County personnel.

J. CONE OF SILENCE:

Section 2-166 (Cone of Silence) of the City; Code of Ordinances, prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between any person's representative seeking award from such competitive solicitation; and any City Council person or legislative staff, or any City employee authorized to act on behalf of the Council to award a contract under this Bid.

The Cone of Silence shall be in effect as of the deadline to submit the proposal, bids or other response to this competitive solicitation and shall remain in effect and subject to the terms of this section for any person or person's representative.

The provisions of this division shall not apply to oral communications at any public proceeding, including pre-bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the Council and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between any employee and the intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, Council member, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the Council, awards or approves a contract, rejects all bids or responses or otherwise takes action, which ends the solicitation process.

Any Contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

Penalties for violation of the Cone of Silence shall be applied per Section 2- 168 (Penalties) of the City; Code of Ordinances.

K. ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES

The issuing entity reserves the right to accept or reject any and all proposals, in whole or in part, at is sole discretion. The issuance of this RFP in no way obligates the entity to award a contract or to pay any costs incurred in the preparation or submission of a proposal.

The entity reserves the right to waive informalities or technicalities in proposals when, in its judgment, such action is in the best interest of the organization.

The acceptance of a proposal does not constitute a contract or imply an obligation to enter into an agreement. Final award is contingent upon successful negotiation of contract terms and approval by the appropriate governing authorities.

L. CHANGES AND ALTERATIONS

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

M. MATERIAL MODIFICATIONS / ALTERATIONS

Material modification and/or alterations to the verbiage or documents herein made by the Offeror's is expressly prohibited and is not enforceable. Modifications and/or alterations may render the proposal submission void and bar the Offeror from consideration in connection with this solicitation.

N. TRANSACTION FEES

The City of Riviera Beach uses BidNet to distribute bids and proposals. There is no charge to register and participate in the solicitation process, nor will any fees be charged to the awarded Proposer.

O. BID BOND

Each bid must be accompanied by a bid bond of not less than five percent (5%) of the total bid amount. Bid bonds amounting to less than one hundred dollars need not be submitted. A Bid Bond signed by a surety company authorized to do business in the State of Florida is the only bond that is acceptable. The City reserves the right to hold the bid security until a contract is properly executed. If the successful Bidder is presented with a contract by the City and fails to execute and deliver such a contract within ten (10) days after receiving notice to do so, the City shall be entitled to enforce the bond. Retention of such amount shall not be construed as a penalty or forfeiture.

P. PERFORMANCE/PAYMENT BOND

The awarded supplier(s) shall be required to furnish a performance bond and payment bond to the City for the faithful performance on the contract in an amount equal to one hundred percent (100%) of the yearly contract price. The bond shall be issued by a Corporate Surety authorized to do business with the State of Florida. The performance bond must be submitted to the City within ten (10) calendar days of the date the contract is awarded, but in any event, prior to the beginning of any contract performance by the awarded supplier.

This contract is required to be bonded pursuant to Section 255.05, Florida Statutes. The Contractor will furnish a Performance and Payment Bond in the amount equal to 100% of the first-year contract value, whichever is greater, within ten (10) business days of a written Notice of Intent to Award by CITY.

All bonds must be underwritten by a surety company authorized to issue bonds in the State of Florida. The Contractor will deliver required bonds to the City no later than thirty (30) days prior to the start of work contemplated in this Contract.

If the Surety on any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements of Section 255.05, Florida Statutes, the Contractor will within five (5) days thereafter substitute Surety, both of which will be acceptable to the City.

Once activated, the Performance and Payment Bonds will be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. The Bidder will provide an annually-renewed Bond. The Bidder will execute bonds and a surety company authorized to do business in the State of Florida with an A.M. Best rating of "A" (Excellent) or better, which bond will be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials, and laborers.

If the value of the contracted work increases, the Bidder will be required to provide an updated Performance and Payment Bond in an amount equal to the new value. A letter from your bonding company that verifies you can comply with this requirement and the maximum amount of bonding capacity in which your firm can be bonded must be included with your proposal.

The City may order work to stop if conditions present an immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any loss or damages from the Contractor to the City.

IV. SCOPE OF WORK

A. PURPOSE:

The purpose of this solicitation is to obtain the services of qualified and licensed security guard personnel-both armed and unarmed-to provide professional, reliable, and responsive security services for various City-owned facilities, events and properties. The selected contractor(s) will be responsible for safeguarding personnel, the public and City assets by deterring criminal activity, enforcing safety protocols, monitoring access points, and responding to security incidents as needed.

These services are critical to maintaining a secure and welcoming environment across all designated locations and ensuring compliance with applicable local, state and federal regulations governing private security operations.

B. TRANSITION PLAN:

The awarded Contractor will be required to participate in a City-led joint Transition Team that may include the existing Contractor, incoming Contractor, and designated City staff. Meetings of the transition team will begin immediately after contract is executed. Services shall commence within thirty (30) days after execution of the contract.

C. CONTRACTOR LICENSING REQUIREMENT(s):

Proposers shall submit proof of required licenses with your response to be considered responsive and responsible to this solicitation as indicated below.

The Contractor must meet and comply with the Florida Department of Agriculture and Consumer Services Security Handbook: P- 00092_SecurityOfficerHandbook.pdf (freshfromflorida.com) during the term of this contract.

1. The Contractor must have a Class "B" Security Firm License.
2. The Prime Contractor must provide proof of Class "BB" License from the Florida Department of Agriculture and Consumer Services, if services will be provided by one of its "Branch Offices".
3. Contractor must have a regular business office located in the State of Florida.

Specific license requirements for security staff are identified on the Florida Department of Agriculture and Consumer Services.

D. SECURITY GUARD STAFF REQUIRED LICENSE(S) AND QUALIFICATIONS:

CONTRACTOR **SHALL** PROVIDE PROOF OF LICENSE(S) AND QUALIFICATIONS OF STAFF ASSIGNED TO PERFORM SECURITY GUARD SERVICES DURING THE TERM ON THIS CONTRACT. DOCUMENTATION **SHALL** BE PROVIDED UPON EXECUTION OF THE CONTRACT.

The Contractor shall provide armed and unarmed security officers who are qualified, capable, equipped and trained, as required, to ensure a safe and secure environment at facilities of the City. The Contractor may be required to conduct COVID-19 related screenings, to include temperature readings, in addition to any other safety precautions directed by the City that are required by executive orders, recommended by public health agencies, or otherwise deemed to be in the best interest of the public.

Each security officer performing screening services where x-ray is used, shall be equipped with an individual personal dosimeter. Each dosimeter shall be evaluated at the end of each calendar month, or as otherwise approved by the State of Florida. A record of operator duty time and the results of the dosimeter evaluations shall be maintained by the Contractor throughout the duration of the contract, and shall be available to the City upon request. The Contract shall supply the dosimeter.

The Contractor shall be required to perform the services specified below in compliance with the requirements of this document, the Contract Agreement, the Post Orders for each location, and any and all local, state, and federal regulations, rules, laws, codes, and ordinances. The majority of the security officers assigned to this program will be in direct contact with the public on a continual basis. Contractors must assign staff that have been trained on appropriate interactions with the public and how to deal with issues that may arise.

All assigned Security Officers must be fully equipped, trained and qualified to patrol grounds, operate and monitor metal and weapon detection devices known as magnetometers; x-ray screening of personal effects, monitor cameras and alarm systems, perform scheduled security checks, interact with patrons and staff in City buildings and facilities, help maintain a safe and secure environment at any and all buildings/facilities as specified herein, and other duties related to the protection and security of property and persons. Each security officer must also be trained and certified in CPR/First Aid/ AED through a nationally recognized certification provider. The Contractor may also offer in-service training and career advancement training opportunities. Training will be provided at no additional cost to the City

Site Manager: Any person who directs the activities of licensed security officers at any firm or branch office must have a Class "M" or Class "MB" Manager License. A Class "D" licensee, who has been so licensed for a minimum of two (2) years may be designated as the manager, in which case the Class "M" or "MB" license is not required. Assigned manager must be properly licenses, operate primarily from the location.

The Contractor's dispatch facility shall be staffed by full-time employees of the Contractor at the location properly zoned for such activity. The City shall have the right to review and approve any of the contractor's staff being assigned to work at any of the City designated locations. The Contractor shall notify the City in advance of assigned

security personnel being sent to any of the City designated locations. The Contractor must provide a minimum of eight hours on-site training for security officers assigned to perform services under this contract. Training shall be at no cost to the City.

The Contractor shall be responsible for the appearance, conduct, and supervision of all personnel concerned with the operation of this security officer contract. All security officers will hold either a Class "D" or Class "G" State of Florida license and will be direct employees of the security agency.

Prior to assignment of any work, the Contractor shall ensure that all staff assigned under this contract meets all qualifications, and has all required licenses required to provide security guard services in accordance with State of Florida Department of Agriculture and Consumer Services Security Handbook. All assigned staff must be at least 21 years old, have a high school diploma or GED, have successfully completed 40 hours of State approved security officer training (and an additional 16 hours firearms training for Class "G" license holders).

Contractor shall provide current proof of criminal background check for all staff assigned to perform services under this contract. Assigned security officers will be physically fit (not assigned to "light duty"), have the ability to stand, walk and run if necessary, of stable mental and emotional health, present a professional appearance and attitude, be able to calmly handle emergencies, remain alert, be cooperative, respectful of and able to communicate with the public in the English language. In addition, all security officers shall have a minimum of two (2) years security experience. Service as a reserve police or part-time security officer does not meet this criteria.

Staff must be a citizen or legal resident alien of the United States or have been granted authority to work in this country by the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS). Services shall be performed in a manner that is not, or is minimally, disturbing, annoying, endangering, or offensive to the users of these facilities. Security services shall not unreasonably impede, interfere, or delay operations or activities at any City building/facility.

The Contractor shall coordinate and adjust performance of services to the needs and requirements of each City facility, which will be communicated through the Post Orders for each location. The City does not have any requirements or restrictions regarding the awarded Contractor retaining the officers staffed by the current contractor. Upon the request of the City, the Contractor shall provide copies of training certificates, training programs, and policy on handling complaints.

E. SERVICES WILL INCLUDE THE FOLLOWING BUT IS NOT LIMITED TO:

1. Open and lock all facilities daily at designated times
2. Operate metal detector and x-ray baggage scanner (when applicable)
3. Perform Covid-19 screening – operate temperature checker (when applicable)
4. If necessary, may be required to patrol interior and exterior facilities on foot or by motorized off-street carts or licensed motor vehicles.
5. Assisting with crowd and traffic control.
6. Monitoring/controlling access to facilities.
7. Checking visitor identification, maintaining visitor log, and issuing visitor passes.
8. Inspection and logging in vehicles prior to allowing entrance to restricted facilities.
9. Covering an assignment at a fixed area or patrolling an area facility for the purpose of detecting and preventing individuals or groups from committing acts that are injurious to others or to property.
10. Notify the City's police department prior to intervening to terminate injurious acts and/or detaining individuals for further investigation.

11. Communicating effectively with the public and City personnel, and directing visitors to appropriate personnel and services within the facility.
12. Visually screening packages, backpacks, briefcases, bags and parcels being carried in and out of a facility.
13. Patrolling in accordance with routes and schedules established by the Public Works Director or designee.
14. Locking and unlocking gates and doors and turning lighting on and off at designated times required.
15. Checking a facility entry and exit points daily such as gates, doors, etc., at a frequency of no less than four (4) times per day
16. Ensuring that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
17. Responding to reports of ill or injured patrons, visitors, or employees, rendering first aid if necessary, and notifying Public Works Director or designee and/or fire rescue if further assistance is required.
18. Responding to scene of locally activated fire, burglary or other alarms, other emergencies and taking action appropriate action as necessary and/or as prescribed in the post orders issued by the Public Works Director or designee.
19. Make an inquiry regarding questionable acts or behavior observed or reported on City premises and questioning witness and suspects to verify facts.
20. Report unsafe building conditions to Public Works Director or designee
21. Operating a motor vehicle where required.
22. Maintaining order and using good judgment and discretion in handling unruly or trespassing public.
23. Maintaining daily logs, writing daily reports consisting of incident reports, and non- employee injury reports.
24. Reporting to work on-time and remaining over on assigned duties until relieved as required.
25. Maintaining a professional attitude, demeanor and appearance while on duty.
26. Refraining from reading, engaging in lengthy conversations and/or utilizing personal electronic devices while on duty

F. ADDITIONS/DELETIONS OF POSTS AND/OR SERVICES:

Additional services may be requested or assigned by the Public Works Director or designee. The City shall provide written procedures for each facility. Security officers will be provided with radios for emergency communication with police dispatch and to receive any special instructions to carry out their daily assignments.

Contractor shall inform the City no less than 24 business hours prior to any temporary change in personnel and provide valid identification of any temporary security officer. If an emergency prevents the contractor from meeting the 24 business hours advance notice requirement, the Contractor must escort the temporary security officer to the City and provide his / her valid identification to the designated City staff.

In addition to the officers provided for the current services specified herein, the Contractor shall maintain a sufficient pool of properly trained, qualified, and capable armed and unarmed officers that can be assigned to any City building/facility, or City event, as needed, upon request from an authorized City representative. These requests may be made with twenty-four (24) hours or less notice to the Contractor.

The City reserves the right to select the level of security officers required, along with changes in Post Orders (i.e. hours or coverage, etc.).

G. POST ORDERS:

The Contractor will be expected to provide well defined operational policies and procedures based on the State of Florida Division of Licensing requirements, the Contractor's Policy and Procedure manual, and Post Orders, as provided by the City's Public Works Department. It will be the Contractor's responsibility having received notice of any changes to these policies and procedures or Post Orders to convey the same and provide training if necessary to the City assigned security officers.
Each post, location or position will have a specifically written set of Post Orders. Post Orders will detail the duties and responsibilities of that Post. All security officers must be fully trained in the duties of the Post to which they are assigned based on the Post Orders. At a minimum, the Contractor will provide each new employee 16 hours on the job training per Post.

H. APPEARANCE, UNIFORMS AND EQUIPMENT:

The appearance of all security officers provided by the Contractor to perform work under this contract shall be clean, neat, and professional at all times throughout the duration of the contract.

The Contractor shall furnish each officer with uniforms, as per the provisions of Section 493.6305, F.S. and approved by the City, which shall be worn at all times while performing services under this contract. Each uniform must prominently display the Contractor company name. At no time shall any officer be on duty without the required uniform, unless otherwise approved, in writing, by the City.

The Contractor will provide and maintain any personal transportation or motorized vehicle(s)that may be required by a Post. Each security officer performing services under this contract shall be required to carry, as part of his/her standard uniform, the following equipment: belt, pepper spray, flashlight, security license, company issued cellular device, etc. All equipment carried by officers for services under this contract shall be maintained in proper working order. No equipment shall be carried if it is in disrepair, malfunctioning, or is not properly working. Security officer(s) shall utilize any electronic device the City may provide for communication.

The City shall provide access control and identification badges for all approved security officers. The City will perform maintenance, repair and replacement of all security scanning and x-ray equipment. The City will also provide access to circuit cameras, access door controls, alarms, office furniture or space required to perform the services herein.

I. SECURITY PERSONNEL VIOLATIONS AND FINES:
The Contractor shall be subject to fines for violations as outlined below:

	Violation	**Fine**	**Per**
1	Sleeping on Duty	$150.00	Occurrence
2	Failing to follow post orders/procedures	$200.00	Occurrence
3	Failure to follow CAD Alert Procedure	$350.00	Occurrence
4	Abandoning Post (out of AUTHORITY area unapproved)	$500.00	Occurrence
5	Failing to complete a required report	$200.00	Occurrence
6	Late for Duty	$100.00	Occurrence
7	Improper License	$500.00	Shift
8	Reassigning a guard previously suspended	$600.00	Occurrence
9	Not properly equipped (ex. No gun)	$500.00	Occurrence
10	Incomplete or improper background investigation	$500.00	Officer
11	Untrained guard assigned to Post	$500.00	Occurrence
12	Failure to provide payroll backup to support billing	$150.00	Officer

13	Working more than 12 consecutive hours in a single 24-hour period	$225.00	Occurrence
14	Failure to replace unsatisfactory security guard per 2.7A.	$500.00	Shift
15	Failure to maintain a sufficient minimum of trained backup/reserve guards	$600.00	Week
16	Failure to provide reserve/backup guard within 2 hours	$1,000.00	Occurrence

The Contractor shall **NOT** pass along any assessment of damages for these infractions to its personnel or the City.

J. SERVICES LOCATIONS:

The current usage of security officer services at City facilities is detailed below.

CATEGORY	CITY FACILITY & LOCATION	DAYS OF SERVICE	HOURS	NUMBER/TYPE OF OFFICERS	ESTIMATED HOURS/YR
A	**City Hall** 600 West Blue Heron Blvd Riviera Beach FL	Monday – Friday	7:30 a.m. – 4:30 p.m.	1 Armed	2,000
	City Hall 600 West Blue Heron Blvd Riviera Beach FL	Monday – Friday	9:00 a.m. – 6:00 p.m.	1 Armed	2,000
B	**Public Library and YEP** 2129 North Congress Avenue Riviera Beach, FL	Monday – Friday	8:00 a.m. – 8:00 p.m.	1 Unarmed	3,120
	Public Library and YEP 2129 North Congress Avenue Riviera Beach, FL	Saturday	8:30 a.m. – 5:00 p.m.	1 Unarmed	416
C	**Public Works & Administration** 1481 West 15th Street Riviera Beach, FL	Monday – Friday	7:00 a.m. – 7:00 p.m.	1 Armed	3,120
D	**Utility Special District** 800 West Blue Heron Blvd. Riviera Beach, FL	Monday – Friday	7:00 a.m. – 3:00 p.m. 3:00 p.m. – 11:00 p.m. 11:00 p.m. – 7:00 a.m.	1 Armed	6,240
	Utility Special District 800 West Blue Heron Blvd. Riviera Beach, FL	Monday - Friday	6:00 a.m. – 6:00 p.m.	1 Armed Roving	3,120
	Utility Special District 800 West Blue Heron Blvd. Riviera Beach, FL	Saturday – Sunday	12:00a.m. – 12:00 a.m.	2 Armed	2,496
E	**Marina Event Center** 190 East 13th Street Riviera Beach, FL	Regular Council Meetings	5:00 p.m. – 10:30 p.m. (unless	4 Armed (officers will arrive 1 hour prior to	624

		Wednesdays 1st & 3rd of each month. Regular CRA Meetings Wednesdays 2nd & 4th of each month. Planning & Zoning Meetings Thursdays 2nd & 4th each month.	otherwise posted) 5:00 p.m. – 10:00 p.m. (unless otherwise posted) 5:00 p.m. – 10:00 p.m. (unless otherwise posted)	scheduled meeting start time) 4 Armed (officers will arrive 1 hour prior to scheduled meeting start time) 2 Armed (officers will arrive 1 hour prior to scheduled meeting start time)	
	Marina Event Center 190 East 13th Street Riviera Beach, FL	Special Council or CRA Meeting	T.B.D.	4 Armed (officers will arrive 1 hour prior to scheduled meeting start time)	
F	**T.B.D.**	Budget Meeting Approximately 6 per Year	T.B.D.	4 Armed (officers will arrive 1 hour prior to scheduled meeting start time)	144
G	**T.B.D.**	Workshops Approximately 6 per year	T.B.D.	2 Armed (officers will arrive 1 hour prior to scheduled meeting start time)	72

The Contractor shall, at a minimum, provide a sufficient staff of armed and unarmed officers to fill the posts as stated herein. The posts, hours of coverage are subject to change as the needs of the City facilities change. Post Coverage shall be continuous for the hours specified for each location. No changes to the services provided to the City shall be made without express written approval of the authorized City representative.

The Contractor shall be responsible for providing sufficient staff coverage at each facility to allow officers to take necessary breaks for lunch, rest periods and/or personal needs. Unless specified above, or otherwise requested by City Administration, officers shall not report to any post on a weekend or City observed holiday. The list of City recognized holidays is provided below. Any change to this list will be provided to the Contractor, as needed.

K. CITY OBSERVED HOLIDAYS:

New Year's Day---------- January 1st
Martin Luther King Jr. Day---------- Third Monday in January
President's Day---------- Third Monday in February
Good Friday ---------- Friday before Easter
Memorial Day---------- Last Monday in May
Juneteenth ---------- June 19th
Independence Day---------- July 4th
Labor Day---------- First Monday in September
Veteran's Day---------- November 11th
Thanksgiving ---------- 4th Thursday in November & 4th Friday following Thanksgiving Day
Christmas ---------- December 25th

L. HOURS/OVERTIME:

The City's normal hours of operations are 8:00 am through 5:00 pm, Monday through Friday with the exception of certain departments and facilities (Fire and Police Department). The City does not offer any guarantee of posts, and hours. Post and hours are subject to changed based on the needs of the City.

The City may, at any time, add officers at City Facilities to, or remove officers at City Facilities from the list above. No changes to the services provided to the City shall be made without express written approval of the Public Works Director or Designee. The City may require any of the provided Security Officers to work overtime, at any of the included buildings/facilities, at any time.

All officers must be available to work any overtime hours needed by the City as required, with little or no advance notice. Only hours worked above and beyond those stated herein may be billed at overtime rates. Any and all posts and hours added to the Contract after award shall be billed at straight time hours unless otherwise specified in the authorizing amendment.

Meal breaks are not billable time for all posts. There should be enough officers assigned to ensure that meal breaks are covered.

M. CONTRACTOR NOTIFICATION REQUIREMENTS:

In the event the Contracts' employee assigned to provide security services to the City resigns or is discharged, the Contractor shall immediately notify the Public Works Director or designee, ensure return of security access control and/or identification badges and any radio equipment issued by the City.

N. SECURITY OFFICER REMOVAL:

The City may, at its sole discretion, at any time, for any reason require any officer to be removed from service under this contract. The Contractor shall be required to provide a replacement officer within eight (8) hours, upon notification from the City that a current officer is to be removed.

The City shall not be required to provide a written explanation of the removal of any officer, and shall not be required to submit the removal request to the Contractor in writing.

O. ADDITIONAL CONTRACTOR RESPONSIBILITES:

The wages paid to the Security Officers performing services under this Contract shall meet or exceed the minimum wage requirements. These minimum wages are not inclusive of any benefits or other statutory costs. The Contractor shall maintain a comprehensive personnel file on each and every security officer provided to perform services under the contract, no matter the length of time served. These files shall contain, at a minimum, any and all relevant licenses, certifications, and educational information, training, testing results, disciplinary actions, physical exam results, drug screen results, employment application, proof of citizenship status, equipment evaluations, driver's license number and expiration, as applicable, contract changes, invoices, payments, correspondence and all other documentation related to the performance of services under this contract throughout the duration of the contract at a minimum.

All personnel files must be kept current and accurate by the Contractor throughout the duration of the contract, and beyond as required by the contract agreement terms and conditions and the regulations of the State of Florida. Any and all records pertaining to this contract shall be available to the City, at any time, upon request. If, at any time, the Contractor terminates the employment of any security officer performing work under this contract, the Contractor shall immediately notify the City, so that the City may remove the terminated individual from any applicable access systems. Failure of the Contractor to notify the City any termination of a security officer performing work under this Contract may result in termination of the contract, by the City.

The Contractor shall collect any and all badges, keys, codes, or other materials provided to the terminated individual, at the time of termination. These materials shall be returned to the City, immediately, by the Contractor. The Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures and related activities. The Contractor shall provide competent workers and competent supervision. The Contractor shall take precautions necessary to protect person or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.

It is the responsibility of the Contractor to ensure that any and all security officers hired to perform any work under this contract are qualified, capable, trained, and do not pose any kind of security threat to the users of any City building/facility. The Contractor shall supervise all work performed under this Agreement. However, the City reserves the right to inspect all work to determine that the quality is acceptable to the City. The Contractor shall be responsible for strictly complying with all applicable local, state, and federal regulations, including OSHA, concerning safety provisions for employees on this contract and for all on-site occupants and the public.

The Contractor shall be responsible for ensuring that all officers conduct themselves as required herein, at all times, throughout the duration of the contract.

P. DAMAGE REIMBURSEMENT:

The Contractor shall be solely responsible for and shall reimburse the City, any and all costs and/or expense of any kind or nature relating to the correction of any damage to any City property resulting from providing the requested services herein.

V. PROPOSAL REQUIREMENTS

A. PROPOSAL FORMAT

Each Proposer must submit a full and complete response to all the items stated in the Evaluation Criteria and must fully comply with all applicable requirements of this Solicitation. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive. Any misinterpretation or failure to comply with instructions may lead to a Proposer's proposal being rejected. These directions and instructions have equal force and weight with the scope of work, specifications and strict compliance, which is required with all of these provisions.

Each Proposer is responsible for full and complete compliance with all laws, rules and regulations, which may be applicable.

Prices offered on the Price Proposal Form are all inclusive and shall constitute complete compensation. Failure on the part of the Proposer to completely and properly evaluate any factors of costs prior to submitted a response shall not form a basis for additional compensation.

Proposal response, containing all required documents, with authorized signatures, must be received by the due date indicated on RFP Cover Page. The Proposer's complete submittal in PDF format must be uploaded into BidNet prior to the deadline.

B. PROPOSAL INSTRUCTIONS:

Electronic Proposal responses shall be submitted via BidNet in PDF searchable format, in response to this RFP, prior to the designated proposal due date and time indicated in the solicitation.

NOTE: If you believe that any portion of your response is exempt from disclosure as a public record, that exempt material must be submitted in a separate electronic pdf file. The pdf file must be clearly identified as "PUBLIC RECORDS EXEMPT," per the City of Riviera Beach Procurement Code and a brief explanation should be given as to the legal basis for the exemption.

To the extent permitted by law, all documents pertaining to this Solicitation will be kept confidential until an agreement is awarded, if any. All submissions will become the property of the City, and the City is under no obligation to return submissions.

Responses must be signed by a person authorized to bind the offeror to this Solicitation, and proof of this authority must be included in the response. Responses must contain a letter or other clear evidence of such authority, and all other information requested or required by this Solicitation, or as determined by the City.

C. MISTAKES

The Proposer shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the proposer has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the proposer from liability and obligations under the Contract.

D. RESPONSIBILITY

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

E. RESPONSIVENESS

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

F. REQUIRED ATTACHMENTS

All required attachment provided in Attachment "A" – Offeror's Required Forms must be complete, signed and included in your proposal submittal.

- Failure to sign and return will result in a non-responsive decision.

By signing its RFP, the Proposer certifies that its proposal is made independently and free from collusion. **Proposals must include all of the required documents, each completed, signed, and/or notarized as required.** Failure to provide any of the required documents will render the proposal non-responsive.

G. TECHNICAL PROPOSAL

This section contains the detailed technical requirements and related services for this solicitation. All the items described in this section are service levels and/or terms and conditions that the City expects to be satisfied by the selected supplier. Each proposer must indicate its willingness and ability to satisfy these requirements in the appropriate section. **Each of the following requirements should be addressed in separate sections of the proposal.**

1. **FOR EXPERIENCE AND QUALIFICATIONS OF THE COMPANY - PROPOSERS SHALL**
   i. Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, office location, credentials, capabilities and capacity to meet the City's needs.
   ii. Describe the Proposer's relevant knowledge and experience in providing the services described in the "Scope of Services" to public sector agencies similar in size to the City of Riviera Beach.
   iii. Include details of the proposed working relationship between the Proposer and any subcontractors, if applicable.

2. **FOR EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL - PROPOSERS SHALL**
   i. Provide a summary of the qualifications, copy of applicable licenses/certifications, and experience of all proposed key personnel. Include detailed resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFP. Provide an organizational chart of all key personnel that will be used. For each key team member, please describe the experience in providing the services solicited herein

3. **PROJECT UNDERSTANDING, PROPOSED APPROACH AND METHODOLOGY**

i. Describe in detail, your understanding, approach and methodology to perform the services solicited herein. Include detailed information, as applicable, which addresses, but need not be limited to: understanding of the RFP scope and requirements, implementation plan, strategies for assuring assigned work is completed on time and communication with City staff. Indicate how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP.

ii. Provide current and projected workload for the Proposer and key personnel assigned to the City's account. Explain how this potential contract will fit into the Proposer's workload. For each current and projected engagement, please indicate the following:
   a. Client name
   b. Current and/or projected workload
   c. Estimated dollar amount
   d. Key personnel assigned

iii. Provide a comprehensive description of your labor resources and proposed ability to perform security guard services as outlined in this RFP

4. REFERENCES

Each Proposer should submit a minimum of three (3) references demonstrating the successful provision of armed and unarmed security services within the past 3 year(s).

- Each reference shall include the following:
- Name of client company, contact names, addresses, e-mail address, telephone/fax numbers, dollar amount of contracts and dates of service.
- Scope of Work, types of services performed and number of full-time staff provided.
- Proposers shall not include any work performed for the City of Riviera Beach**,** nor list any City staff as references, when demonstrating qualifications, experience, or capabilities in response to this RFP.

It is the sole responsibility of each Offeror to provide accurate information regarding these references. In the event that the City is unable to verify the project information submitted or if the information provided is incorrect, the Offeror may be deemed **NON-RESPONSIVE**.

5. PRICE PROPOSAL

Price Proposals shall be submitted "electronically", uploaded as a separate document and labeled as "Price Proposal". Price Proposal shall contain all direct and indirect costs relative to performing the services (i.e. out of pocket expenses, miscellaneous office supplies, etc.) for each of the term of the agreement including renewal options. Price proposals will not be opened until the scheduled Evaluation Committee Meeting. Only the price proposals of the proposers meeting the seventy (70) points requirement will be opened.

VI. EVALUATION PROCESS

A. EVALUATION PROCESS

The proposal must address all points outlined in the specifications of this RFP. The proposal must provide clear and concise information of the Proposer's capability to satisfy the requirements of the RFP. The substance of the proposals will carry more weight than their form or manner of presentation.

The procedure for response evaluation and selection is as follows:

1. Preliminary review of the Proposals by the Procurement staff for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents.
2. The Evaluation Committee, shall meet to evaluate each responsive proposal in accordance with the requirements of the RFP. At the committee's option, the Proposers may be required to attend a presentation and/or interview session.
    a. Oral presentations are to support what has been provided in the proposals by each Firm and,
    b. to exhibit and otherwise demonstrate and clarify and expand on the information contained therein
    c. The City reserves the right, to request additional information and clarification from Proposers.
3. The Evaluation Committee shall make a recommendation.
4. The City Manager may submit a recommended firm or "shortlist" of a combination of to the City Council, and may require presentations by the highest ranked firms to the City Council.
5. If the City is unsuccessful in negotiating a Contract with the highest ranked firm, the City will attempt to negotiate a Contract with the next highest ranked firm.

In general, the City wishes to avoid the expense to the City and to Proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If oral presentations/interviews are scheduled with the Firm(s), the oral presentations are exempted from the public meeting requirements of S. 286.011 F.S., however will be recorded for public record purposes in accordance with Sec. 119.07(1) F.S. as amended.

B. EVALUATION CRITERIA:

1	SUBMISSION OF REQUIRED FORMS OR DOCUMENTATION	PASS/FAIL
2	FOR EXPERIENCE AND QUALIFICATIONS OF THE COMPANY	20 points
3	FOR EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL	20 points
4	PROJECT UNDERSTANDING, PROPOSED APPROACH AND METHODOLOGY	25 points
5.	IMPLEMENTATION OF ASSUMING SERVICES	20 points
6.	PRICE PROPOSAL	10 points
7.	LOCAL VENDOR PREFERENCE	5 points
	TOTAL	100 points

C. AWARD OF CONTRACT

A Contract may be awarded by the City Council. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the in the City.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties.

This RFP and Proposer's proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida.

VII. SOLICITATION TERMS AND CONDITIONS

A. PROPOSAL GUARANTEE

Proposer guarantees their commitment, compliance and adherence to all requirements of the RFP by submission of their proposal.

B. MODIFIED PROPOSALS

Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the Deadline for receipt of proposals. The City will only consider the latest proposal submitted.

C. AUTHORIZED SIGNATORIES:

All associated forms must be signed by one duly authorized to do so. The individual submitting shall be authorized to sign (electronically accept) this solicitation response on the behalf of the Proposer as indicated in the Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on the behalf of the Proposer. No proposal will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.

D. WITHDRAWLS OF PROPOSALS

Any Proposer may, without prejudice to himself, withdraw his bid, offer, proposal at any time prior to the expiration of the time during which proposal responses may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal response. After expiration of the period for receiving proposal responses, no proposal response can be withdrawn, modified, or explained.

E. INCONSISTENCIES

Any seeming inconsistency between different provisions of the plans, specifications, bid or contract, or any point requiring explanation must be inquired into by the Proposer, in writing, at least ten (10) days prior to the date and time set for opening proposal responses. After proposal responses are opened, the Bidder's will abide by the decision of the City as to such interpretation.

F. QUALIFICATIONS OF PROPOSER

The City will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Proposer must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to City. The City reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to consider a Proposer's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Proposer should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Proposer to submit such information may be grounds for termination of any contract awarded to successful Proposer. Proposer shall notify the City immediately of notice of any citations or violations, which they may receive after the opening date and during the time of performance under any contract awarded to them.

G. CITY RESERVED RIGHTS

In connection with this solicitation, the City reserves all rights (which rights shall be exercisable by the City at its sole discretion) available to it under applicable law, including without limitation, with or without cause, and with or without notice, the right to:

1. Cancel this RFP and may re-solicit and re-advertise the RFP.
2. Reject any non-responsive proposal.
3. Waive non-material technical variances or minor irregularities in the proposal(s).
4. Reject any and all proposals in whole or part, at any time prior to the execution of an Agreement, without incurring any cost obligations or liabilities, for good cause when it is in the best interests of the City.
5. Proceed with the project in any manner that the City, at its sole discretion, deems necessary. If the City is unable to agree with the highest ranked Proposer or does not negotiate and execute satisfactory Agreement with the highest ranked Proposer, the City may negotiate with the next highest ranked Proposer, terminate this procurement and pursue other development or solicitations relating to the project, or exercise such other rights under the provisions of State law as it deems appropriate.
6. Select the Proposal or portions thereof and the Proposer(s) that are determined to be in the best interests of the City.
7. Postpone selection.
8. Issue addenda, supplements and modifications to this RFP or any subsequent RFP.
9. Seek or obtain data and/or information from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.
10. Request clarification from the Proposer(s) during the evaluation phases.
11. Exercise any other rights reserved or afforded the City under this RFP or subsequent RFP and applicable law, including waiving deficiencies in a Proposal or accept and review a non-conforming Proposal; provided that, such deficiency or non-conformance is not material in nature. The City assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP, or any subsequent RFP. All such costs shall be borne solely by each Proposer.
12. Obtain best and final offers from each Proposers after submission and prior to award.

In no event shall the City be bound by, or liable for, any obligations with respect to the contemplated Agreements until such time (if at all) as the Agreements, in form and substance satisfactory to the City, have been executed by the City and have become effective, and then, only to the extent set forth in the Agreements.

The City may exercise any of the foregoing at any time without notice to any party and without liability to any responding Proposer or to any other party for its costs or expenses incurred in connection with this RFP or otherwise. Submittals and responses to this RFP will be prepared at the sole cost and expense of the Proposer. Submittals and other materials submitted will not be returned.

H. LOBBYING ACTIVITIES:

ALL PRPOSERS PLEASE NOTE: Any Proposer submitting a response to this solicitation must comply, if applicable, with the City's Lobbying Ordinance, and provided in Chapter 2.164 of the City Code of Ordinance. Copies of Ordinance may be obtained from the Office of City Clerk's, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, Florida, 33404. The ordinance may also be viewed on the City's website at: https://library.municode.com/fl/riviera_beach/codes/code_of_ordinances.

I. PROPRIETARY/CONFIDENTIAL INFORMATION:

All submittals are subject to Florida Public Records Laws. If a submittal includes proprietary information exempt from public disclosure, it should be clearly designated as such so that a claim of exemption may be made in response to a public disclosure request. No assurance can be given, however, that any information so designated would not ultimately be deemed subject to public disclosure.

J. NEGOTIATIONS

The City may award the contract based solely on the initial proposals submitted, without engaging in further discussions. Therefore, each proposal should include the Proposer's best price and technical offer.

K. RIGHT TO PROTEST:

In accordance with Section 16.5-241, of the City Code of Ordinances, if a Consultant/Firm intends to protest a solicitation or proposed award of a contract the following apply:

- *Right to protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City council. Protestors shall seek resolution of their complaints initially with the Director, and secondly with the City Manager prior to protesting to the City Council. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and could not have been reasonably expected to know of the facts giving rise to such protest prior to bid opening or the closing date for proposals.

- The protest shall be submitted within five (5) business days after such aggrieved person knowns or could have reasonably been expected to know if the facts giving rise thereto.

- *Stay of procurements during protests.* In the event of a timely protest under subsection (a) of this section, the Director of Procurement shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted OR until the City manager makes a

written determination that the award of a contract without delay is necessary to protect substantial interests of the City.

- Such appeal shall also be addressed to the Chair of the City Council of the City with a copy to the City's Manager.

- At the time of filing the formal written Protest, Bidder, Offeror, or Contractor shall post a bond payable to the City in an amount equal to $10,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against them in the administrative hearing in which the action is brought and in any subsequent appellate court proceedings.

L. SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE):

Procurement Code of Ordinance Section Sec. 16.5-293. - Goals. Annual goals. The annual SBE goal for city procurement of construction, professional services and commodities shall be a minimum of 15 percent. The annual goal shall be applied to each individual city *procurement of goods, services or construction* unless otherwise approved by the city manager.

The City has a goal for Small Business Enterprises (SBE) participation of fifteen percent (15%) for City procurement of construction, professional services and other commodities. Failure to satisfy this requirement will result in a bid disqualification.

The City defines Small Business Enterprises as such, a business which has been certified by the State of Florida, The Palm Beach County Office of Small Business Assistance, or other County or State governmental agencies and is an independently owned and operated for profit business concern organized to engage in commercial transactions.

When evaluating competitive bids of up to five hundred thousand dollars ($500,000) in which the apparent low bidder is determined to be nonresponsive to SBE requirements, the contract shall be awarded to the low bidder responsive to SBE requirements, or in the event there are no bidders responsive to the SBE requirements, to the bidder with the greatest SBE participation in excess of eight percent (8%) participation, as long as the bid does not exceed the low bid amount by five percent (5%).

In cases where the low bid exceeds five hundred thousand dollars ($500,000) the contract shall be awarded to the low bidder who is responsive to the SBE requirements. In the event there are no bidders responsive to the SBE requirements, the contract shall be awarded to the bidder with the greatest SBE participation in excess of eight percent (8%) participation, provided that such bid does not exceed the low bid amount by more than fifty thousand dollars ($50,000).

M. RIGHTS TO INVESTIGATE AND AUDIT – OFFICE OF THE INSPECTOR GENERAL

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the Consultant/Firm. The Proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Proposer to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of any contract entered into with the Proposer as justification for termination.

N. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County, local laws, RFP and ordinances, rules and regulations and any City rules, that are applicable to the items being solicited. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

O. CODE REQUIREMENT

The Proposer and his or her subcontractors on this project must be familiar with all applicable Federal, State, City, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Proposer shall ask for and receive any required inspections.

P. RESERVATION FOR AWARD AND REJECTION OF PROPOSALS:

The City reserves the right to accept or reject any or all proposal, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the RFP process. The City also reserves the right to award the contract on a split order basis; lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible Proposer whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Proposer, the following shall be considered when applicable: the ability, capacity and skill of the Proposer to perform as required; whether the Proposer can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Proposer; the quality of past performance by the Proposer; the previous and existing compliance by the Proposer with related laws and ordinances; the sufficiency of the Proposer's financial resources; the availability, quality and adaptability of the Proposer's supplies or services to the required use; the ability of the Proposer to provide future maintenance, service or parts; the number and scope of conditions attached to the RFP.

R. LOCAL VENDOR PREFERENCE:

Under the City's Procurement Code, the City has a preference for local businesses. A local business, for the purposes of the application of the local vendor preference, means a proposer, which has a permanent, physical place of business within the City limits, and a valid business tax receipt and certificate of occupancy applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service center are not verifiable and shall not be used for the purpose of establishing said physical address. If the business is a joint venture/partnership, it is sufficient for qualification as a local business if at least one party of the joint venture/partnership meets the test set forth in this section. The proposer shall have the burden of demonstrating that it meets this definition. Permanent physical location must be established for a minimum of twelve (12) months prior to the published date of this solicitation.

The application of the local vendor preference shall not change the actual cost proposal. Further, in no event will it cause the City to pay more than $25,000.00 above the amount proposed by the non-local vendor, which would have been recommended for award if the local vendor preference had not been applied.

S. STANDARD CONTRACT PROVISIONS (ATTACHMENT C):

The selected proposer will be required to execute a contract similar to the attached Sample Standard Contract (Attachment C). If a proposer has comments related to any of the provisions in this RFP and/or the Sample Standard Contract, comments must be made, in writing, no later than the date specified in the RFP Cover Page.

The Sample Standard Contract provisions (general and specific) will be incorporated into any contract resulting from this RFP. Should any selected proposer and the City be unable to consummate a written contract, the City may proceed to the next most advantageous proposal as determined by the Evaluation Committee or issue a new solicitation or cancel the procurement process in its entirety.

T. INVOICING AND PAYMENT:

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Consultant's/Firm's work product, and agreement cannot be reached between the City and the Consultant/Firm to resolve the problem to the City's satisfaction, the City shall negotiate with the Consultant/Firm on a payment for the work completed and usable to the City.

U. COMMENCEMENT OF WORK:

This RFP alone does not bind the City to a contract. The City's obligation begins only when the contract is approved by the City Council or its designee through written notice to the proposer. Additionally, the City may designate a different start date for the contract, and will not be responsible for any work performed by the proposer before that designated start date.

V. SAFETY STANDARDS:

Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies will comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased will be capable of being locked out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) will also be submitted to the City Risk Management Department, 1481 West 15th Street, Riviera Beach, FL 33404.

W. CONTRACT CLOSEOUT PERIOD:

Within 45 business days following the contract's termination or expiration (the "Closeout Period"), the successful proposer must submit any outstanding invoices, reports (including vendor performance reports), and all required documents. These submissions should accurately reflect the work required and completed during the contract term. Any invoices received by the City during or before the Closeout Period will be considered final billing for the goods and services provided under the contract. If the proposer fails to submit any pending invoices during this period, it will be assumed that no pending invoices remain. Furthermore, nothing in this section limits the City's discretion to determine whether final payment may be made to the successful proposer after the contract has expired or terminated.

X. FINAL INVOICE

To finalize all records, the Proposer must clearly label its last billing as “final invoice.” This label certifies that all services have been satisfactorily performed and that all associated charges and costs have been invoiced to the City. Any charges not included on the final invoice will be waived by the Proposer.

Y. SUSTAINABLE PROCUREMENT

It is the City’s objective to be proactive regarding the environment, building community equity, for this project for now and into the future, while enhancing the urban landscape of downtown Riviera Beach, Florida. The City encourages sustainability in both the products and services it acquires. Firms are encouraged to clearly identify any solutions in their proposals that highlight these conditions, or a firm may propose a separate alternative solution, in a separate envelope marked “Sustainability Solution”. The sustainable solution alternative proposal will meet the minimum performance, and delivery standards and should be supported by a life-cycle analysis calculation.

Z. PATENTS AND ROYALTIES

The Contractor, without exception, will indemnify and save harmless and defend the City, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision will survive the expiration or earlier termination of the contract.

AA. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered in this Proposal prior to delivery, it will be the responsibility of the Proposer to notify the City at once. The City reserves the right to accept the alteration or to cancel the contract at no expense to the City.

BB. INSPECTION, ACCEPTANCE AND TITLE: (If Applicable)

Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items will be the responsibility of the Contractor until accepted by the City.

CC. DRUG-FREE WORK PLACE

Preference shall be given to a business with Drug-Free Work Place (DFW) programs. Whenever two or more Proposals, which are equal with respect to price, quality, and service, are received by the City for the procurement of professional services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.
Proposers must include with their proposal a signed Drug-Free Workplace Certification (Attachment A, Required Forms). This certification confirms that the proposer has implemented a Drug-Free Workplace program in accordance with F.S. 287.087.

DD. EQUAL EMPLOYMENT OPPORTUNITY

No Proposer shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to City Code, Section 10-51, and 16.5-101), marital status, political affiliation, disability, or physical or mental handicap if qualified. Proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non- discrimination clause.

The Proposer selected to perform work on a City project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy, as the City deems appropriate.

EE. AUTHORIZED SIGNATORIES

All associated forms must be signed by one duly authorized to do so. The individual submitting shall be authorized to sign (electronically accept) this solicitation response on the behalf of the Proposer as indicated in the Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on the behalf of the Proposer. No proposal will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time. Proposers must include with their proposal a signed Authorized Signatories (Attachment A, Required Forms).

FF. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING - F.S. 287.05701

Proposers are informed that, under Section 287.05701 of the Florida Statutes (as amended), the City will not require or consider documentation of a proposer's social, political, or ideological interests when evaluating their responsibility. Additionally, the City's governing body is prohibited from favoring any proposer based on these interests.

GG. DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN:
In accordance with F.S. 286.101, as amended, by entering into a Contract or performing any work hereunder, the Proposer certifies that it has disclosed any current or prior interest, any contract, or any grant or gift received from a foreign country of concern if such interest, contract, or grant/gift had a value of $50,000 or more, or if it was in effect at any time during the past five (5) years.

HH. LOCAL BUSINESS TAX RECEIPT REQUIREMENTS:

All Proposer's maintaining a business address within Palm Beach County **must have a current City of Riviera Beach Local Business Tax Receipt issued by the City** prior to recommendation for award. For further information on obtaining or renewing your firms Local Business Tax Receipt, contact the Tax Collector Department at (561) 355-2264.

II. STATE OF FLORIDA DIVISION OF CORPORATIONS REQUIREMENTS:

It is the Proposer's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The City will review the Proposer's business status based on the information provided in response to this solicitation. If the Consultant/Firm is an out-of-state or foreign corporation or partnership, the Consultant/Firm should obtain the authority to conduct business in the State of Florida.

JJ. TAXPAYER IDENTIFICATION FORM:

Prior to the execution of an agreement for the currently contemplated services, the selected Proposer will complete a Request for Taxpayer Identification Number and Certification Form (IRS Form W-9). The City will not make payment against the agreement until it has received the properly completed form.

KK. PERMITS AND LICENSES: (If Applicable)

Proposer will obtain, at their own expense, all permits and licenses required by law or ordinance as indicated in this solicitation and maintain the same in full force and effect throughout the Term of the Agreement. Any changes of the licenses or permits will be reported to the City within ten (10) Business Days of the change.

Failure to obtain and maintain all permits and licenses, including but not limited to any permit or license which may in the future be required by the City to engage in the business of Transportation Services in Palm Beach County, will constitute an event of default.

LL. CERTIFIED PAYROLL REQUIREMENTS: (If Applicable – Use for Federal Procurements)

In accordance with Davis Bacon and related federal requirements, the Contractor will submit certified payroll with supporting documentation for all employees (workers) including subcontractors that perform services under this agreement. The City will review and approve payrolls and supporting documentation submitted by the Contractor. The City will work with the Contractor to resolve payroll related issues, interview employees/workers, and follow-up as necessary to ensure information provide is accurate. The City will ensure restitution due to underpaid workers has been paid prior to project completion and issuance of final payment to Contractor is made.

MM. COMMERCIAL NON-DISCRIMINATION:

It is the policy of the City not to enter into a contract or to be engaged in business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of Consultants/Firms, suppliers, subcontractors or commercial customers on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the Consultant's/Firm's supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in relevant marketplace for Palm Beach County.

NN. PERSONAL INVESTIGATION

Proposers will satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, City Manager, or their assistants will relieve the Proposer from any risk or from fulfilling all terms of the contract.

OO.NON-COLLUSSION

Proposer shall complete and submit the Non-Collusion Affidavit Form located in **Attachment "A"** – Proposer's Required Forms package, to their best knowledge, any Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any Riviera Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Proposer.

Failure of a Proposer to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

Proposer, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Florida Department of State, Division of Corporations.

PP. Conflict of Interest Disclosure Form

All Proposers MUST disclose with their Proposal the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposers firm or any of its subsidiaries.

QQ. PRICE PROPOSAL INFORMATION:

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive. Proposer must quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Riviera Beach.

Prices proposed shall be valid for at least One-Hundred and Twenty (**120**) days from time of RFP opening unless otherwise extended and agreed upon by the City and proposer.

RR. RELATED EXPENSES/TRAVEL EXPENSES:

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

SS. PROPOSER'S COSTS:

The City shall not be liable for any costs incurred by proposers in responding to this RFP. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the

sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

TT. DEBARMENT AND SUSPENSION (CERTIFICATION REQUIRED): (Add if Federally Funded)

The Proposer(s) certifies, by submission of a proposal in response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any state, local or federal department or agency.

UU. HUMAN TRAFFICKING AFFIDAVIT:

Proposer warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Proposer has executed Attachment A, Required Forms, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

VV. ADDITIONAL APPENDICES - ADDITIONAL INFORMATION:

Information considered by the proposer to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

VIII. INSURANCE REQUIREMENTS

The successful proposer/contractor/firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence
- $2,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury
- $1,000,000 per occurrence for Property Damage
- $1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability, Independent Contractors.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability/Malpractice (if Applicable)

Coverage must be afforded under a Professional/Allied Health/Malpractice Liability policy with limits not less than:

• $1,000,000 each occurrence
• $3,000,000 annual aggregate

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any contractor performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than $1,000,000 per accident. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor and its insurance carrier waives all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage (if Applicable)

For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the CITY.

Property Coverage (Builder's Risk) (if Applicable)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:
• All Risk Coverage including Flood and Windstorm with no coinsurance clause
• Guaranteed policy extension provision
• Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
• Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
• Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Insurance Certificate Requirements

a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.

b. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Proposer to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

d. In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.

e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.

h. The Contract, Proposal/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:

City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

The Proposer has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practical.
It is the Contractor's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

City of Riviera Beach

To: Honorable Chair and CRA Board of Commissioners

From: Glen Meyer, Major

Through: Gedel Merzius, Executive Director

Subject: **Quarterly Clean and Safe Police Initiative Presentation**

Date: June 10, 2026

CC: General Public

Background:

The CRA's enhanced police initiative focuses on creating a safer, cleaner, and more welcoming environment throughout the district by increasing the visibility of Police Officers and community Ambassadors. This coordinated effort aims to make a lasting difference in key areas including Broadway, Marina Village, Singer Island and the Ocean Mall by addressing crime, homelessness, and trash more proactively. Through greater presence, stronger engagement, and targeted problem-solving, the initiative supports a comprehensive safety plan designed to improve quality of life for residents, businesses, and visitors.

City Goals:

To build great neighborhoods.

Fiscal/Budget Impact:

There is no fiscal impact to the budget.

Recommendation:

Staff requests the Board's attention to the quarterly police initiative presentation.

Attachments:

1. Presentation - Police Initiative - CRA District.pdf

CLEAN & SAFE PROGRAM

"Building a Cleaner, Safer, More Vibrant Riviera Beach"

June 10, 2026

Riviera Beach
COMMUNITY REDEVELOPMENT AGENCY
see what's beneath the surface

CLEAN & SAFE
POLICE REPORT

ACCOMPLISHMENTS

- CO-RESPONSE MODEL POLICING
- COFFEE WITH A COP
- WASHINGTON ELEMENTARY CAREER DAY
- SAFE STREETS AND MOBILITY PARTNERSHIP
- LAW ENFORCEMENT TORCH RUN
- CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN ASSESMENTS
- FWC NO UNAUTHORIZED MOORING PHASES 1 & 2
- SOARING THROUGH SERVICE SAO/CHIEF COLEMAN
- CODE OF ORDINANCE ASSESSMENT 500 WEST 4th STREET
- MUNICIPAL BEACH DUNE CLEANUP
- YOUTH AND YOUNG ADULT JOB FAIR
- YARD MAKEOVER CRA DISTRICT

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CLEAN & SAFE
POLICE REPORT

CRA DISTRICT YARD MAKEOVER







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CLEAN & SAFE
POLICE REPORT

LAW ENFORCEMENT TORCH RUN



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CLEAN & SAFE
POLICE REPORT

Code of Ordinances





Riviera Beach
COMMUNITY REDEVELOPMENT AGENCY
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CLEAN & SAFE
POLICE REPORT

Code of Ordinances

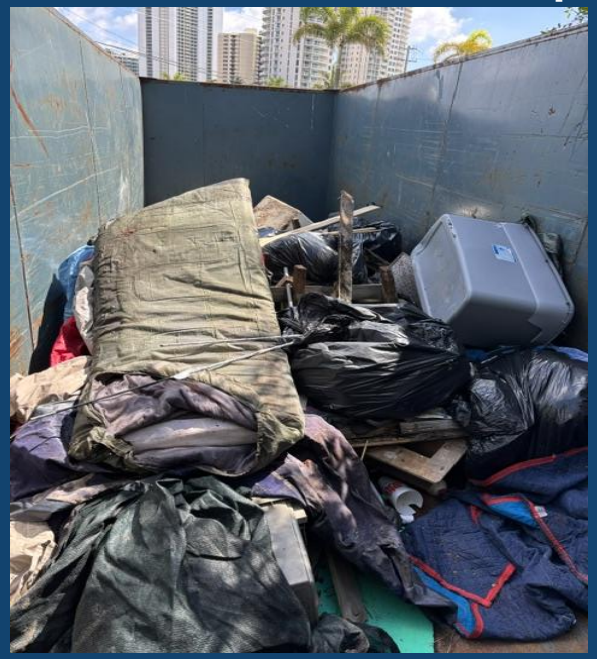




Riviera Beach
COMMUNITY REDEVELOPMENT AGENCY
see what's beneath the surface

CLEAN & SAFE
POLICE REPORT

Municipal Beach Dune Cleanup







Riviera Beach
COMMUNITY REDEVELOPMENT AGENCY
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CLEAN & SAFE
POLICE REPORT

1010 West 10th Street Community Garden Cleanup







Riviera Beach
COMMUNITY REDEVELOPMENT AGENCY
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CLEAN & SAFE
POLICE REPORT
COLLABORATION

- Integrated Healthcare Systems
- St. Mary's Hospital
- Mangonia Park Community Healthcare
- VA Hospital
- SWA Paint your Heart Out
- Unique Men of Riviera Beach
- Florida Power and Light
- Chick-fil-A
- Bimbo Bakeries USA
- Pleasant Heights Baptist Church
- Pepsi Co
- Bridges Riviera Beach
- LA Fogata Mexican Food
- Bucks Coal Fired Pizza
- NEVS Barbeque
- Lowes Home Improvement
- Christ Fellowship

Riviera Beach
COMMUNITY REDEVELOPMENT AGENCY
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CLEAN & SAFE
POLICE REPORT
SPECIAL OPERATIONS

- Operation “No Moor” Phases 1 and 2
- Joint Operation with FWC and Riviera Beach ICW
- Washington Elementary Career Day
- Joint Initiative with Parks and Recreation in the Municipal Beach Dune Cleanup
- Youth and Young Adult Job Fair
- Bridges and Lowes Yard Makeover Partnership
- Soaring through Service SAO/Chief Coleman
- Chief Coleman Fitness Event
- Third Annual Family Expo

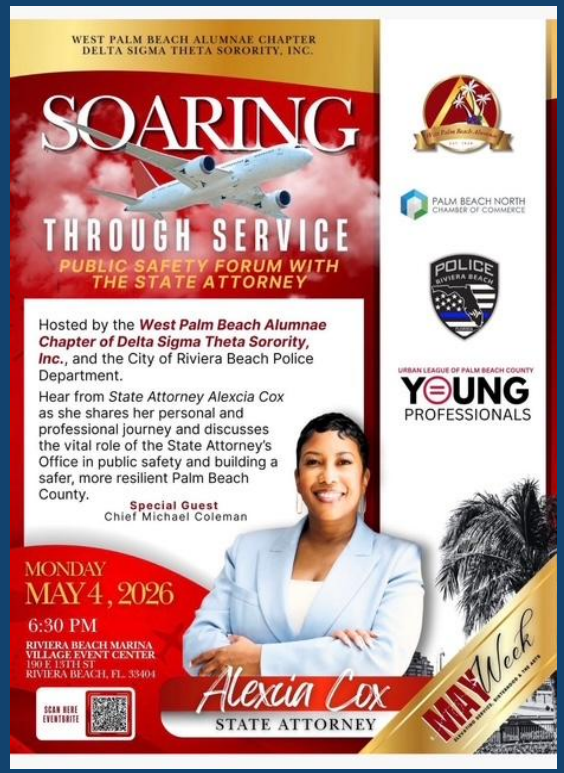
Riviera Beach
COMMUNITY REDEVELOPMENT AGENCY
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CLEAN & SAFE
POLICE REPORT

Data

Homeless and Unsheltered Population Count

2024: 236
2025: 107
2026: 40



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CLEAN & SAFE
POLICE REPORT

Data

Arrests:	80
Field Interview Report	**129**
Traffic Citations:	**266**
Traffic Warnings	**308**
Park, Walk, and Talks:	**975**

DATE RANGE 2026 April-May



Riviera Beach
COMMUNITY REDEVELOPMENT AGENCY
see what's beneath the surface



Riviera Beach

COMMUNITY REDEVELOPMENT AGENCY

City of Riviera Beach

To: Honorable Chair and CRA Board of Commissioners

From: Gedel Merzius, Executive Director

Through: Sherley Desir, Director of Administration

Subject: **FY2025 RBCRA and RBCDE Financial Audit**

Date: June 10, 2026

CC: General Public

Background:

The Riviera Beach Community Redevelopment Agency Independent Auditors, HCT Certified Public Accountants and Consultants, LLC., has completed the Agency's audit for fiscal year 2024-2025. The audit presented will include the RBCRA as well as a separate audit for the RBCDE for fiscal year 2024-2025. HCT will present the audit report and financial statement. HCT will also be available to answer any related questions pertaining the final audit for RBCRA and RBCDE.

City Goals:

To accelerate operational excellence.

Fiscal/Budget Impact:

There are no fiscal impact to the budget.

Recommendation:

Staff requests the Board's attention for the presentation of FY2024-2025 Financial Audit for CRA and CDE.

Attachments:

N/A

City of Riviera Beach

To: Honorable Chair and CRA Board of Commissioners

From: Gedel Merzius, Executive Director

Through: Christopher Smith, Esq. Pittman Law Group

Subject: **CRA Mobility Plan Presentation**

Date: June 10, 2026

CC: General Public

Background:
Staff requests your attention to the presentation.

City Goals:
To build great neighborhoods and to accelerate operational excellence.

Fiscal/Budget Impact:
There are no fiscal impact to the budget.

Recommendation:
Staff recommends your attention to the presentation pertaining to the CRA Mobility Plan.

Attachments:

N/A

City of Riviera Beach

To: Honorable Chair and CRA Board of Commissioners

From: Gedel Merzius, Executive Director

Through: Christopher Smith, Esq. Pittman Law Group

Subject: **Memo - Marina Village Parking Expansion: Authorization to Negotiate with Viking Yacht Company**

Date: June 10, 2026

CC:

Background:
See attached memo.

City Goals:
To accelerate operational excellence.

Fiscal/Budget Impact:
There is currently no fiscal impact to the budget.

Recommendation:
Staff recommends your attention to the discussion item pertaining to parking at Marina Village.

Attachments:
1. Memo - Marina Village Parking Expansion - Authorization to Negotiate with Viking Yacht Company.pdf

Riviera Beach
COMMUNITY REDEVELOPMENT AGENCY

MEMORANDUM

TO: Honorable Chair and Board of Commissioners

FROM: Gedel Merzius, Executive Director

THROUGH: Christopher Smith, Esq. – Pittman Law Group

DATE: June 10, 2026

SUBJECT: **Marina Village Parking Expansion: Authorization to Negotiate with Viking Yacht Company**

BACKGROUND

The Agency is currently completing Phase I of the Marina Village Development Project, located on the east side of Broadway Avenue, just south of 13th Street. The Viking-owned property adjacent to the Phase I development site has historically served as an overflow parking area for the public at no cost. Given the increasing demand for parking associated with Marina Village and surrounding waterfront activities, this property presents a strategic opportunity to provide additional public parking capacity and enhance accessibility to the area.

CURRENT SITE STATUS

The subject parcels are strategically located adjacent to the entrance of Marina Village and are currently vacant. The site is in fair condition and presents an excellent opportunity to accommodate much-needed temporary public parking. Preliminary estimates indicate that the proposed improvements could provide approximately 70 to 100 additional parking spaces. The project would include grading and stabilization of the surface, installation of appropriate parking materials, and placement of concrete wheel stops to delineate parking areas. Additionally, the CRA would install signage to clearly identify the lots as public parking facilities and improve wayfinding for visitors.

PLAN OF ACTION IF AUTHORIZED

Prior to entering into an agreement with Viking, CRA staff will coordinate with the City of Riviera Beach's Development Services Department, Engineering Department, and Finance Department to evaluate the feasibility of developing a surface parking lot on the subject property.

600 West Blue Heron Boulevard, Suite C-225 | Riviera Beach, FL 33404

This assessment will include a review of site conditions, accessibility requirements, traffic impacts, infrastructure needs, and financial considerations. The purpose of this evaluation is to determine whether the property can reasonably accommodate a parking facility while complying with applicable regulatory requirements, supporting operational needs, and providing a cost-effective solution to address the area's parking demand.

1. Site Feasibility Analysis

A comprehensive review of the subject parcel will be conducted to determine its suitability for use as a public parking facility. The analysis will evaluate the site's physical characteristics, development constraints, and operational considerations to identify the amount of usable area available for parking operations. The review will include, but not be limited to, the following factors:

- Total parcel acreage and square footage.
- Property boundaries, setbacks, and applicable zoning requirements.
- Lot dimensions and any irregular configurations that may impact parking efficiency.
- Existing easements, utility corridors, rights-of-way, or encroachments.
- Site drainage patterns, stormwater management requirements, and topographic conditions.
- Access points, ingress and egress opportunities, and internal circulation requirements.

Based on the findings, the parcel will be evaluated to determine the most efficient parking layout while maintaining safe vehicular and pedestrian circulation, complying with applicable regulations, and accommodating any necessary landscaping, drainage, and accessibility improvements. The feasibility analysis will help determine the site's overall development potential and estimated parking capacity.

2. Potential Parking Count

A preliminary parking yield analysis will be conducted using industry-standard parking design criteria to estimate the maximum number of parking spaces that can be accommodated on the site. The analysis will evaluate the parcel's developable area and identify a practical parking layout that maximizes capacity while maintaining safety, accessibility, and compliance with applicable design standards. The evaluation will consider the following factors:

- Standard parking space dimensions and layout configurations.
- Americans with Disabilities Act (ADA) parking and accessibility requirements.
- Required drive aisle widths and vehicular circulation patterns.
- Landscaping and buffering requirements, as applicable.
- Stormwater management and drainage areas.
- Pedestrian access and connectivity considerations.
- Site constraints that may affect parking efficiency.

The resulting analysis will provide an estimated parking count and assist in determining whether the site can adequately support the anticipated parking demand associated with Marina Village and surrounding waterfront activities.

3. Pedestrian Connectivity and Safety
The proposed parking facility will be evaluated to ensure that safe and convenient pedestrian access is incorporated into the site design. Particular attention will be given to providing clear connections between the parking area, Marina Village, and surrounding destinations while promoting accessibility and minimizing potential conflicts between vehicles and pedestrians. The evaluation will include consideration of the following elements:

- Sidewalk connectivity to adjacent streets and destinations.
- Crosswalk locations and pedestrian crossing opportunities.
- ADA-compliant routes and accessible pathways.
- Pedestrian lighting to enhance visibility and safety.
- Appropriate separation between pedestrian walkways and vehicular travel lanes.
- Wayfinding and directional signage, as needed.

The goal of this assessment is to create a safe, accessible, and user-friendly environment that supports pedestrian movement and enhances the overall visitor experience.

4. Construction Cost Estimates
Preliminary construction cost estimates will be developed based on a conceptual site design for the proposed parking facility. These estimates will provide a high-level understanding of the financial requirements associated with project implementation.

Engineering and Permitting Costs
Professional services and permitting-related expenses may include:

- Surveying and site evaluation.
- Traffic analysis and studies.
- Environmental assessments, if required.
- Permit application and review fees.

Operating and Maintenance Costs
Projected annual operating and maintenance expenses will be identified to support long-term planning and sustainability of the facility, including:

- Pavement maintenance and repairs.
- Landscaping and site upkeep.
- Lighting and utility costs.
- Security measures and monitoring, if applicable.
- Striping, signage replacement, and pavement markings.
- Administrative oversight and enforcement costs.

5. Revenue Projections

If paid parking is proposed, preliminary revenue projections will be prepared to assess the potential financial performance of the facility. These projections will be based on anticipated demand and utilization patterns and may include:

- Estimated parking utilization rates.
- Projected daily, monthly, and seasonal parking demand.
- Event-based parking demand associated with Marina Village and surrounding activities.

The revenue analysis will assist in evaluating the financial feasibility of a paid parking model and provide insight into potential revenue generation relative to projected operating costs.



REQUEST FOR BOARD ACTION

CRA staff requests authorization from the Board of Commissioners to negotiate with The Viking Yacht Company (Viking Marine Group) regarding the use, expansion, and development of an additional public parking facility on the parcel located between 13th Street and 14th Street, bounded by Avenue C and Broadway. The proposed parking area is intended to support the growing parking demand associated with Marina Village and surrounding redevelopment activities.

Upon authorization, CRA staff will coordinate with the City of Riviera Beach Development Services, Engineering, and Finance Departments to evaluate the feasibility of the proposed parking improvements, including site suitability, accessibility requirements, traffic impacts, construction costs, operational considerations, and potential revenue opportunities. Staff will subsequently return to the Board with the results of the evaluation and the terms of any proposed agreement for further consideration and approval.

City of Riviera Beach

To: Honorable Chair and CRA Board of Commissioners

From: Gedel Merzius, Executive Director

Through: Christopher Smith, Esq. Pittman Law Group

Subject: **Resolution No. 2026-08 authorizing the approval of the Board to execute an extension for the professional service agreement with Jones Lang LaSalle Americas, Inc. to provide Public Private Partnership and Real Estate Development Services for the Marina Village Phase II Redevelopment Project; and providing an effective date**

Date: June 10, 2026

CC: General Public

Background:

The agreement extension is needed to complete negotiations of development agreements and ground leases for the remaining elements associated with the Phase II Marina Project. The exiting contract with JLL. During the past year the Agency was able to close and complete ground leases for Element 7 and Element 8 of the Marina Village Project. These agreements, including a new residential unit to the Broadway Corridor in the Marina Village area. The units will include a mix of market rate and affordable housing, and will include ground floor retail along the Broadway corridor and will provide a net impact of over 200 million dollars to the City/CRA over the next 45 years.

Summary of scope of services:

The attached scope of services sets forth procedures and durations to help the CRA analyze the development proposals, the proposed agreement terms including required subsidies, and to solicit Board direction, negotiate agreement details for final development agreements and multiple ground leases, and receive final Board and City Council approval to close on a final agreement with the selected development team. The following activities and schedule estimates are proposed in the contract extension.

Task 1: Negotiation of Agreement for Marina Village Events Center

1. Negotiate Management Agreement. JLL will review the financial pro forma for the event center provided by the developer and negotiate key commercial and financial terms to incorporate into the ground lease. This task will require several meetings with the CRA and several negotiation meetings with the developer to align on appropriate terms for a long-term agreement.

***Milestone: Management Agreement terms*

2. Prepare Materials and Facilitate Board Workshop. JLL will draft all relevant materials, including financial analyses, project timeline, detailed sources and uses budget, and recommended next steps into presentation slides to facilitate discussions with the Board. JLL will attend the workshop and act as moderator, working with the CRA to answer questions related to the proposed agreement terms and solicit Board direction.

***Milestone: Workshop Presentation and Board Direction*

Task 2: Negotiate Ground Lease for Elements 0, 1-3, 5 and 6 and Presentations to the Board

1. Represent the City and CRA Through Closing. JLL will work closely with the CRA, the City, and any internal and third-party counsel as the CRA's and City's exclusive agent, in all final negotiations with the identified offeror, including facilitating additional due diligence, finalizing the ground lease and any associated operating agreements. JLL will also outline any variances from the initial proposal that arise out of the negotiation of the final agreements. JLL will also negotiate for Element 4 if a proposal has been proffered by the Development Team.
2. CRA Board and City Council Presentation. JLL will work with CRA staff to prepare final Board and City Council presentation materials and present all final agreement terms to the Board and City Council for approval.

***Milestone: Board/Council Approval*

Task 3: Negotiate City Parking Agreement for New Garage

1. Represent the City and CRA. JLL will work closely with the CRA, the City, and any internal and third-party counsel as the CRA's and City's exclusive agent to negotiate a parking agreement with the ground lessor and/or parking operator. The parking agreement would contain key commercial and financial terms for any spaces in the developer-owned garage that the City wishes to lease for public uses.
2. CRA Board and City Council Presentation. JLL will work with CRA staff to prepare

final Board and City Council presentation materials and present all terms to the Board and City Council for approval, as needed.

***Milestone: Board/Council Approval*

Task 4: Negotiate Any Amendments to Element 7 and 8 Ground Leases

1. Represent the City and CRA Through Closing. JLL will work closely with the CRA, the City, and any internal and third-party counsel as the CRA's and City's exclusive agent, in the negotiation of any amendments to the Element 7 or 8 ground leases.
2. CRA Board and City Council Presentation. JLL will work with CRA staff to prepare final Board and City Council presentation materials and present all final amendment terms to the Board and City Council for approval.

***Milestone: Board/Council Approval of Amendments*

Task 5: Negotiate Key Business Terms and Ground Lease for Element 4 and Presentation to the Board (As needed following completion of Task 1-4)

1. Negotiate Key Ground Lease Terms. JLL will review the project program and financial pro forma for Element 4 provided by the developer and develop a term sheet consisting of key commercial and financial terms of the ground lease.
2. Represent the City and CRA Through Closing. JLL will work closely with the CRA, the City, and any internal and third-party counsel as the CRA's and City's exclusive agent in the negotiation of Element 4's ground lease.
3. CRA Board and City Council Presentation. JLL will work with CRA staff to prepare final Board and City Council presentation materials and present all final agreement terms to the Board and City Council for approval.

***Milestone: Board/Council Approval*

Task 6 (As Needed): Project and Development Services

JLL's Project and Development Services (PDS) is positioned to assist the CRA and City with any and all required third-party owner's representation services throughout the predevelopment and construction periods of the Marina Village Phase II project. The CRA and PDS Project Manager will define all project needs for successful execution and will perform services on a time and materials basis with fees to be based on the JLL PDS hourly rates provided in the Fee Section of this proposal. The scope of services and deliverables may include, but are not limited to the following:

- Review the architectural and engineering program for compliance with programmatic

goals and objectives and obtain Client approval.

- Promote the Client's interests throughout the design process.
- Coordinate with Client and design team to update goals and objectives.
- Conduct regular coordination meetings with Client and consultants; prepare and/or review meeting minutes as required.
- Seek and obtain Client's approval of design documents at each phase of design.
- Promote the Client's interests throughout the construction phase.
- Monitor delivery and review of shop drawings and submittals.
- Monitor contractor performance as to cost, quality, and schedule.
- Attend regular job site meetings with contractor and consultants; prepare and/or review meeting minutes as required.
- Prepare periodic reports addressing project progress and issues.
- Assist Client to monitor and confirm project team and provide proof of compliance (e.g. certificates of insurance) with insurance requirements in the contract.
- Follow up on tasks assigned to project team members during project meetings and advise the Client on prioritization of critical issues that need resolution.
- Perform regular job observations to evaluate construction progress, adherence to project goals and objectives, and assist in resolving field problems and disputes in an economical and expeditious manner.
- Maintain and organize (or cause to be maintained and organized) complete project logs (including change orders, RFIs, bulletins, drawings etc.), progress photos, files and other documentation as required or appropriate.
- Monitor corrective and recovery measures, as required.
- Oversee preparation of and progress against construction punch list.
- Conduct regular project close meetings with contractor and consultants; prepare and/or review meeting minutes as required.
- Following Completion of Task 4, this task will transition to hour billing.

Task 7: Optional Solicitation:

In the event, the CRA elects to bring any project elements back out to the market for a re-compete, JLL will develop a comprehensive RFQ package and will distribute RFQ materials to our internal network of local as well as national development firms. RFQ development will include solicitation, design, structures, and processes. JLL will draft updates based on CRA comments, as well as provide marketing and branding services to ensure wide market interest. Once received, JLL will provide a comprehensive review of developer, solicitation packages, using its team's expertise to advise and assist CRA staff to identify risk factors, potential benefits and considerations related to the development team's expertise, experience, staffing, financing capabilities, and past projects.

Funding for this expenditure has been provided in the approved 2025/2026 CRA Budget. The contract

extension will provide a continuation of the approved monthly fee through the completion of tasks 1-4. The consultant will provide services to complete tasks 5-7 as needed and authorized. Billing for tasks 5-7 will be based on the hourly rates within the contract not to exceed $25,000 per month. JLL has been representing the CRA Board as our Public Private Partnership Consultants since September 2021.

City Goals:

To accelerate operational excellence and achieve a sustainable economy.

Fiscal/Budget Impact:

Funding for this expenditure has been provided in the approved FY2025-2026 CRA Budget.

Recommendation:

Staff recommends the adoption of Resolution No. 2026-08 approving an amendment to the professional service agreement with Jones Lang LaSalle Americas, Inc. to advise, prepare, develop and manage the Public Private Partnership agreement for the remaining elements of the Phase II Marina Project.

Attachments:

1. Resolution No. 2026-08 Authorizing approval to execute an extension with Jones Lang LaSalle Americas, Inc. to provide Public Private Partnership and Real Estate Development Services for the Marina Village Phase II Redevelopment Project.pdf
2. Professional Agreement - Authorizing approval to execute an extension with Jones Lang LaSalle Americas, Inc. to provide Public Private Partnership and Real Estate Development Services for the Marina Village Phase II Redevelopment Project.pdf

RESOLUTION NO. 2026 – 08

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE "AGENCY") AUTHORIZING THE APPROVAL OF THE BOARD TO EXECUTE AN EXTENSION FOR PROFESSIONAL SERVICE AGREEMENT WITH JONES LANG LASALLE AMERICAS, INC. TO PROVIDE PUBLIC-PRIVATE PARTNERSHIP SERVICES AND REAL ESATE DEVELOPMENT SERVICE FOR THE MARINA VILLAGE PHASE II REDEVELOPMENT PROJECT; AND PROVIDING AN EFFECTIVE DATE

* * * * * * * *

WHEREAS, the Riviera Beach Community Redevelopment Agency ("Agency") is responsible for carrying out community redevelopment activities and projects within the Community Redevelopment Area; and

WHEREAS, the Agency previously retained Jones Lang LaSalle Americas, Inc. ("JLL") to provide Public-Private Partnership Advisory Services for the Marina Village Phase II Redevelopment Project; and

WHEREAS, JLL has assisted the Agency in the successful negotiation and completion of multiple development agreements and ground leases associated with the Marina Village Redevelopment Project, including Elements 7 and 8; and

WHEREAS, the Agency desires to continue utilizing JLL's professional expertise to assist with the negotiation, preparation, development, and management of the remaining public-private partnership agreements, development agreements, ground leases, parking agreements, project advisory services, and related real estate development activities associated with the remaining elements of the Marina Village Phase II Redevelopment Project; and

WHEREAS, the proposed extension will allow JLL to continue representing the Agency's interests through negotiations, Board workshops, Board and City Council presentations, due diligence activities, project development services, and other professional services necessary to advance the Marina Village Phase II Redevelopment Project; and

WHEREAS, the Board of Commissioners finds that the continued engagement of JLL is in the best interest of the Agency and will assist in facilitating the successful completion of the remaining redevelopment activities associated with the Marina Village Phase II Redevelopment Project; and

WHEREAS, compensation for such services shall be established by the Board of Commissioners and shall not exceed Twenty-Five Thousand Dollars ($25,000.00) per month, subject to annual budget appropriations approved by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The foregoing recitals are hereby ratified and incorporated herein as true and correct.

SECTION 2. The Chairperson and Executive Director are hereby authorized to execute a two-year extension to the Professional Services Agreement with Jones Lang LaSalle Americas, Inc. to provide Public-Private Partnership Advisory and Real Estate Development Services for the remaining elements of the Marina Village Phase II Redevelopment Project, subject to approval as to form and legal sufficiency by the CRA Attorney.

SECTION 3. Compensation under the Agreement shall be in an amount determined and approved by the Board of Commissioners and shall not exceed Twenty-Five Thousand Dollars ($25,000.00) per month. Any future compensation shall be contingent upon funding being appropriated through the Agency's annual budget process.

SECTION 4. The Executive Director is authorized to approve and administer services authorized under the Agreement in accordance with Board-approved funding levels and budget appropriations.

SECTION 5. This Resolution shall take effect immediately upon adoption.

[Signatures on following page]

PASSED AND ADOPTED this 10th day of June 2026.

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Bruce Guyton, Chairperson

ATTEST:

_____
Gedel Merzius, Executive Director

Approved as to form and legal sufficiency

_____
Christopher Smith, Esq., CRA Attorney

MOTION BY: _____

SECOND BY: _____

F. DAVIS-PANIER _____

S. LANIER _____

K. MILLER-ANDERSON _____

G. SPIRITIS _____

B. GUYTON _____

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY AND
JONES LANG LASALLE AMERICAS, INC.

This Agreement is made as of this _____ day of _____ 2026 by and between the RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, hereinafter referred to as "CRA", whose address is 3501 Broadway, Suite C, Riviera Beach, FL 33404, and JONES LANG LASALLE AMERICAS, INC., a foreign corporation authorized to do business in the State of Florida, hereinafter referred to as the "Consultant", whose address is 200 East Randolph Drive, Chicago, Illinois, 60601.

WHEREAS, the CRA is responsible for carrying out community redevelopment activities and projects in the community redevelopment area of the City of Riviera Beach ("the City"); and

WHEREAS, the CRA needs professional services to provide Public-Private Partnership development assistance for services including, but not limited to market analysis, space programming analysis, feasibility and financial analysis, RFP development/response analysis, and development negotiations ("P3 Services"); and

WHEREAS, in accordance with the provisions of the City's Procurement Ordinance No. 16.5, staff solicited Request for Qualifications (RFQ) for various Public Private Partnership Advisory Services and following City Council Approval the Consultant was included in the pool of qualified firms; and

WHEREAS, the CRA entered into an agreement with the Consultant to provide P3 Services on September 9, 2021 (Agreement), which is attached as Attachment A.

WHEREAS, the CRA and the Consultant, desire to extend the aforementioned agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, the CRA and the Consultant agree as follows:

ARTICLE 1 – SERVICES AND FEES

The CRA agrees to compensate the Consultant for Public-Private Partnership Advisory and Real Estate Development Services associated with the Marina Village Phase II Redevelopment Project.

Compensation for Tasks 1 through 4 shall be paid as a monthly professional services fee in an amount determined and approved by the CRA Board of Commissioners, not to exceed Twenty-Five Thousand Dollars ($25,000.00) per month.

Upon completion of Tasks 1 through 4, additional services, including Tasks 5 through 7 and Project Development Services, may be authorized by the CRA on an as-needed basis. Such services shall be billed in accordance with the hourly rates established within the Agreement and shall not exceed Twenty-Five Thousand Dollars ($25,000.00) per month, unless otherwise approved by the CRA Board of Commissioners.

The Consultant shall submit monthly invoices detailing services performed during the billing period. Payment shall be made in accordance with the provisions of this Agreement and shall be subject to Board-approved funding and budget appropriations.

Reasonable reimbursable expenses shall be subject to prior written approval by the Executive Director and shall be documented with supporting receipts and backup documentation.

ARTICLE 2 – TERM OF CONTRACT

The term of this Agreement shall be from execution of this Extension by the last of the parties for a period of two years. Consultant agrees that time is of the essence and that Consultant shall complete each deliverable for the Project within the time frames set forth in Attachment A to the Agreement.

ARTICLE 3- APPROPRIATION OF FUNDS

Notwithstanding anything in the Agreement to the contrary, in the even that no funds are appropriated or budgeted by the CRA's governing body in any fiscal year to pay the costs associated with the CRA's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the CRA to be insufficient to pay the costs associated with the CRA's obligations under the Agreement in any fiscal period, then the CRA will notify the CONTRACTOR of such occurrence and either the CRA or CONTRACTOR may terminate the Agreement as provided herein.

ARTICLE 4 - TERMINATION

The AGENCY may terminate this Agreement with or without cause upon thirty (30) days written notice to the CONTRACTOR.

ARTICLE 5 - PERSONNEL

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

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

ARTICLE 6 - FEDERAL AND STATE TAX

The CRA is exempt from payment of Florida State Sales and Use Taxes. The CRA will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the

CRA, nor is the CONTRACTOR authorized to use the CRA'S Tax Exemption Number in securing such materials.

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

ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 8 - INDEMNIFICATION

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

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

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

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

ARTICLE 9 - SUCCESSORS AND ASSIGNS

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

be hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the CONTRACTOR.

ARTICLE 10 – VENUE

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

ARTICLE 11 - 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 l2 - CONFLICT OF INTEREST

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

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

ARTICLE 13 – DELAYS AND EXTENSION OF TIME

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

Upon the CONTRACTOR'S request, the CRA shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its Sub VENDORS' fault or negligence, as determined by the CRA, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CRA'S rights to change, terminate, or stop any or all of the work at any time.

If the CONTRACTOR is delayed at any time in the process of the work by any act or neglect of the CRA or its employees, or by any other CONTRACTOR employed by the CRA, or by changes ordered by the CRA or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CONTRACTOR pending negotiation or by any cause which the CONTRACTOR shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CRA may decide. No extension shall be made for a delay occurring more than seven (7) days before a claim therefore is made in writing to the CONTRACTOR. In the case of continuing cause of delay, only one (1) claim is necessary.

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

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

ARTICLE 14 – INDEBTEDNESS

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

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CRA'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 CRA 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 CRA or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or *indirectly*, without the CRA'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CRA'S expense shall be and remain the CRA'S property and may be reproduced and reused at the discretion of the CRA.

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

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein

relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 17 - CONTINGENT FEES

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

ARTICLE 18 - ACCESS AND AUDITS

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

ARTICLE 19 - NONDISCRIMINATION

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

ARTICLE 20 - ENFORCEMENT COSTS

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

limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 21 - AUTHORITY TO PRACTICE

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

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

ARTICLE 22 – 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 23 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 24 - NOTICE

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

Attn: Gedel Merzius, CRA Executive Director
3501 Broadway, Suite C
Riviera Beach, FL 33404

With a copy to:
Pittman Law Group
128 E. Park Ave.
Tallahassee, FL 33404

CONTRACTOR:
Jones Lang LaSalle, Americas, Inc.
200 East Randolph Drive
Chicago, Illinois 60601

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CRA and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 27 Modifications of Work.

ARTICLE 25 – TIME

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

ARTICLE 26 - 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 30 - WAIVER

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

ARTICLE 31 - PREPARATION

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

ARTICLE 32 - MATERIALITY

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

ARTICLE 33 - REPRESENTATIONS/BINDING AUTHORITY

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

ARTICLE 34 - 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 35 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of the Contract and the Scope of Services attached hereto as "Exhibit "A'. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and the Scope of Services. To the extent that there exists a conflict between this Contract and the Scope of Services, 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 36 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the EXECUTIVE DIRECTOR OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY or its designated representative.

ARTICLE 37 - 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 38 – 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 39 - WAIVER OF SUBROGATION

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

specifically prohibits such an endorsement, or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 40- RIGHT TO REVIEW

The CRA, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CRA 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 41- FLORIDA PUBLIC RECORDS ACT

The CONTRACTOR shall comply with Florida's Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

(a) Keep and maintain all public records required by the CRA perform the services under this Agreement.

(b) Upon request from the CRA" custodian of public records, provide the CRA 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 the contract term and following completion of the contract if the contractor does not transfer the records to the CRA.

(d) Upon completion of the contract, transfer, at no cost, to the CRA all said public records in possession of the CONTRACTOR or keep and maintain public records required by the CRA to perform the service. If the CONTRACTOR transfers all public records to the CRA upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

IF THE CONTRACTOR HAS A QUESTION REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, RELATING TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Sherley Desir, Director of Administration at 561-844-3408, sdesir@rbcra.com, 3501 Broadway, Suite C, Riviera Beach FL. 33404.

[Signatures on following page]

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

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

BY: _____
Gedel Merzius
CRA Executive Director

ATTEST:

BY: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
By: _____
Christopher Smith, Esq.
CRA Attorney
Date: June 10, 2026

Jones Lang LaSalle Americas, Inc.

_____
Managing Director
Date: June 10, 2026