

**CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY**

MEETING DATE: December 16, 2009

AGENDA ITEM SUMMARY NO. D09-122-1

- AWARDS / PRESENTATIONS / PETITIONS
- CONSENT
- PUBLIC HEARING
- ORDINANCE ON SECOND READING
- ORDINANCE ON FIRST HEARING

- REGULAR
- RESOLUTION
- DISCUSSION & DELIBERATION
- BOARD APPOINTMENT
- WORKSHOP

SUBJECT: A resolution of City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing Mayor and City Clerk to execute an inter-local agreement to provide police services to the Riviera Beach Community Redevelopment Agency (CRA). The CRA agrees to fund two (2) full-time police officer positions and one (1) full-time code enforcement officer for fiscal year 2010. The City of Riviera Beach agrees to assign two (2) full-time uniformed police officers and one (1) full-time code enforcement officer to the Riviera Beach Community Redevelopment Agency at a cost of \$217,000.

RECOMMENDATION / MOTION: Staff recommends approval of the inter-local agreement between the City of Riviera Beach and CRA.

• Assistant City Manager	Library
• City Attorney <i>PAR 12/8/09</i>	Marina
• City Clerk <i>[Signature]</i>	• Police <i>[Signature]</i>
Community Development	Public Works
• Finance <i>12-4-09</i>	Purchasing
Fire	Recreation & Parks
• Human Resources <i>[Signature] 12/8/09</i>	Utilities
Information Systems	Other

APPROVED BY CITY MANAGER: *Ruth C. Jones* DATE: 12-8-09

Originating Dept. - <u>Police</u> <i>[Signature]</i>	Costs: <u>\$0.00</u>	City Council Actions: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied _____ <input type="checkbox"/> Tabled to _____ <input type="checkbox"/> Referred to Staff _____
User Dept. - <u>Police</u> <i>[Signature]</i>	Current FY: <u>2010</u> Funding Source: <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input checked="" type="checkbox"/> Other: CRA Inter-local Agreement	
Advertised: Date: Paper: <input type="checkbox"/> Not Required	Budget Account Number:	Attachments: 1. Resolution 2. Service Agreement 3. Clean and Safe Report 4. Fiscal Impact Sheet
Affected Parties <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required		

SUMMARY:

In an effort to provide enhanced services to our community, the Riviera Beach Police Department has partnered with the Riviera Beach Community Redevelopment Agency (CRA) to establish an agreement for police services.

With Council approval, the City will renew the current agreement which will grant the police department the opportunity to continue to provide police services to the CRA District. The CRA agrees to fund two (2) full-time police officer positions and one (1) full-time code enforcement officer. The City of Riviera Beach agrees to assign two (2) full-time uniformed police officers and one (1) code enforcement officer to the CRA for the sum of \$217,000.

Item No.06

BACKGROUND:

August, 2009, the City of Riviera Beach executed an agreement that allowed the Police Department to implement the Clean and Safe Program. This program has proven to have many benefits that have helped improve the image of the CRA District as well as decreased crime. In addition, the Clean and Safe Program has granted us the pleasure to establish a direct rapport with business owners within the CRA District.

In a joint initiative with the CRA, the Police Department recommends continuation of the current agreement to provide police services to the Riviera Beach Community Development Agency

Upon executing the agreement, the Police Department will assign two (2) full-time uniformed police officers and one (1) code enforcement officer to the CRA district. While assigned to the CRA, the officers will work a schedule consistent with the labor agreement that covers police officers and general employees. The assigned officers are responsible for Policing and Code Enforcement activities, and performing law enforcement duties specific to the CRA district needs.

The Police Department has increased its current complement of police officers by two (2) and code enforcement by one (1), in order to fulfill the obligations of the agreement. Upon the discontinuation of this agreement, the three positions will be eliminated through attrition.

Officers Salary & Benefits	\$ 131,192.00
Code Enforcement Salary & Benefits	\$ 54,019.64
Equipment	\$ 31,788.00
Total	\$217,000

[Remainder of page left intentionally blank]

EXHIBIT A-1

II. FISCAL IMPACT ANALYSIS

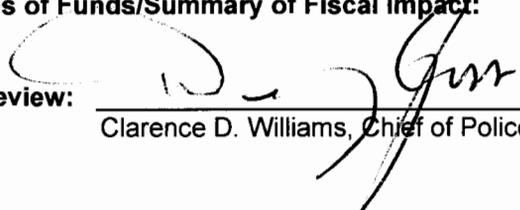
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (City)	_____	_____	_____	_____	_____
In-Kind Match (City)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____

NO. ADDITIONAL FTE POSITIONS (Cumulative) n/a n/a n/a n/a n/a

Is Item Included In Current Budget? Yes X No _____
Budget Account No.: Fund _____ Dept/Division _____ Org. _____ Object _____ Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: 
Clarence D. Williams, Chief of Police

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:


Finance Department 12-4-09 Purchasing and Grants

B. Other Department Review:

Department Director

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT TO CONTINUE TO PROVIDE POLICE SERVICES TO THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA); AUTHORIZING THE FINANCE DIRECTOR TO ACCEPT FOUR EQUAL PAYMENTS IN THE AMOUNT OF \$46,303.10 FOR THE 2010 FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there exists in the Riviera Beach Community Redevelopment Agency (CRA) a need for commissioned law enforcement presence differing in nature from the other areas of the City; and

WHEREAS, the CITY has developed an innovative crime prevention initiative that supports the mission of the CRA, and sustains property values in the CRA as the CRA is developed; and

WHEREAS, the CRA has agreed to support the crime prevention initiative by funding two (2) full-time uniformed police officers and one (1) code enforcement officer for the remainder of this fiscal year to be assigned to the CRA district for a reasonable fee; and

WHEREAS, in partnership with the CRA, the City of Riviera Beach is prepared to continue an agreement that provides police services specific to the needs of the CRA; and

WHEREAS, the CITY has initiated a Clean and Safe Program within the CRA Agency district to enhance the maintenance of physical improvements and security in the CRA area.

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

SECTION 1: The Mayor and City Clerk are authorized to execute an agreement with the Community Redevelopment Agency (CRA).

RESOLUTION NO. _____
PAGE 2

SECTION 2: The Finance Director is authorized to accept payments in the amount of \$46,303.10 quarterly for personnel and up to \$31,788 annually for special equipment for the 2010 fiscal year.

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

PASSED and APPROVED this _____ day of _____, 2009.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

RESOLUTION NO. _____

PAGE 3

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON

TONYA DAVIS JOHNSON
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

D. PARDO _____

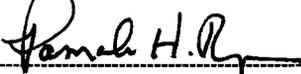
J. DAVIS _____

B. BROOKS _____

T. DAVIS _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN CITY ATTORNEY

DATE: 12/8/09

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND
THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY FOR
FUNDING OF THE PUBLIC SAFETY SERVICES**

THIS AGREEMENT is made this _____ day of _____ 2009,
by and between the **CITY OF RIVIERA BEACH**, a Florida municipal corporation,
(hereinafter referred to as "**CITY**"), and the **RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY**, (hereinafter referred to as the "**CRA**").

WITNESSETH:

WHEREAS, there exists in the CRA a need for commissioned law enforcement presence differing in nature from the other areas of the City; and

WHEREAS, the CITY is willing and able to provide this unique presence to the CRA district upon the terms set forth herein, which presence will benefit both the City and CRA; and

WHEREAS, the CITY will initiate a program within the CRA district to enhance the maintenance of physical improvements and security in the CRA area; and

WHEREAS, the CITY has developed an innovative crime prevention initiative that supports the mission of the CRA, and sustains property values in the CRA as the CRA is developed; and

WHEREAS, the CRA has agreed to support the crime prevention initiative by funding two (2) full-time uniformed police officers and one (1) code enforcement officer for the remainder of this fiscal year to be assigned to the CRA district.

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

1. Recitations. The recitations set forth above are hereby incorporated herein.
2. Term. Unless agreed by both parties in writing, and approved by their respective Boards, this Agreement shall expire at the end of the current fiscal year. The Effective Date of this Agreement shall be that date on which the last party has executed this Agreement.

3. Applicability The CRA hereby agrees to fund two (2) full-time uniformed police officers and one (1) code enforcement officer for the remainder of this fiscal year. Funding will be used to pay for personnel and fringe benefit costs, equipment costs, supplies and material costs, and repair parts.
4. Funding and Future Funding. The CRA agrees to fund two (2) full-time uniformed police officers and one (1) code enforcement officer for the remainder of this fiscal year. Payments will be made on a quarterly basis commencing upon the signing of this agreement. The parties acknowledge that while it is the CRA's intention to continue to provide funding for security in the future, the CRA shall be under no obligation to provide funds thereafter and such action shall be solely discretionary with its Board on an annual basis. Thereafter, in the event the CRA approves and budgets for the program in subsequent fiscal years, payments will continue to be made on a quarterly basis.
5. Services.
 - a. The City shall assign two (2) full-time uniformed police officers to CRA, providing forty (40) hours per week of full-time law enforcement presence, on a schedule to be mutually agreed upon by CRA and the City. An option for additional police officers can be made available upon the request of CRA, for an additional 40 hours per week of full-time law enforcement presence, on a schedule to be mutually agreed upon by CRA and the City, and become a permanent part of this agreement thereafter. Since an understanding of the CRA operations will enhance the benefit of the officers to the CRA area and the City, the City will attempt to assign an officer who has become familiar with those operations. The CRA, at its own expense, shall provide the necessary training required familiarizing the assigned officers with the CRA area and any other such training deemed necessary for the performance of said officers' duties in the CRA area. The City shall determine training requirements that exceed those required to maintain an employee's law enforcement certification. The City shall not be responsible for any overtime cost associated with said training. Without altering the Police Department's Chain of Command structure, officers assigned hereunder, shall prepare monthly reports of their activity and make said reports available to the CRA Executive Director or as designated by the Executive Director. The City, at its own expense, will provide to, and maintain for such officers, all such standard equipment as is provided to other City uniformed police officers, including without limitation, a City of Riviera Beach marked patrol car.

- b. Specialized equipment to include, but not limited to, laptop computers, Mesh Network broadband wireless mobile devices, and mobile video cameras. These non-standard equipment items can be used to access NCIC / FCIC databases from a mobile device in the vehicle, in addition to viewing video from remote controlled cameras.
- c. At times other than during such tours of duty, and at least twice during a patrol shift, at irregular intervals, a uniformed officer in a marked patrol car will make a tour of the CRA property, and make face-to-face contact with the Executive Director's office for special assignments deemed satisfactory under this agreement.
- d. The CRA recognizes that there are times of emergency when the City may have to temporarily utilize the services of its assigned officers. The City agrees that in such events, the City will give the CRA as much notice as necessary to alleviate any hardship on CRA. Emergencies shall include but not be limited to hurricane preparation, rescue and recovery, civil disorders, and natural disasters.

6. City Responsibilities and Functions:

- e. Make such detentions and arrests, and exercise all other powers as shall be within the authority of law enforcement personnel of the City of Riviera Beach.
- f. Respond to requests for assistance as requested by Security personnel.
- g. Summon such other County, State and Federal Law Enforcement, City and/or County EMS, Fire and other personnel and services, as circumstances shall require.
- h. As part of each of the officers' 40 hour work week as set forth above, each officer will provide a minimum of five (5) hours per week performing Community Policing activities and performing law enforcement duties specific to CRA.
- i. Notify the on-duty security officer concerning security and law enforcement matters related to the CRA property and persons thereon, and provide copies of reports of incidents occurring on CRA property to the designated representative, in addition to satisfying any other requirements of the City.
- j. Enforce parking and traffic regulations within the CRA area.

7. Coordination. Each Party shall designate, from time to time, an individual to serve as liaison for that party. The City Liaison Officer shall not hold a rank below Sergeant. The CRA's official liaison shall be the Executive Director. If requested by the CRA and with 48 hours notice, the City Liaison Officer may attend local meetings and attend local committee meetings.

8. Payment. The CRA shall pay to the City, in exchange for the agreed upon levels of services required hereunder, the quarterly sum as indicated on the payment schedule (Appendix 1), commencing on the Effective Date. It is important to note the actual amount of payment shall be determined and will reflect the actual salary and benefits of the uniformed patrol officers assigned to the CRA. The amount of the quarterly payment for this agreement will be adjusted to reflect salary adjustments in accordance with the IUPA Contract, or the City's in-force labor agreement. Any adjustments to the quarterly payment amount will be provided to the CRA in writing, by the City.
9. Miscellaneous Provisions.
- a. The Agreement may be terminated by either party with sixty (60) days prior written notice. In the event that the agreement is terminated for any reason whatsoever, the City shall be entitled to payment on a prorata basis up to and including the termination date.
 - b. No employee of either party to this Agreement shall perform any function or service which is not within the employee's scope of duties as defined or determined by that employee's employer (Appendix 2). The Chief of Police will determine those areas that exceed federal, state, and local requirements defining and limiting a law enforcement officer's scope of responsibility.
 - c. All notices required in this Agreement shall be sent to the parties at the following addresses, by certified mail, facsimile or hand delivery:

If to Riviera Beach Community Redevelopment Agency:

Floyd Johnson, Executive Director
Riviera Beach Community Redevelopment Agency
2001 Broadway, Ste. 300
Riviera Beach, Florida 33404
(561) 844-3408

If to City:

Gloria Shuttlesworth
Interim City Manager
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
(561) 840-4010 (gshuttlesworth@rivierabch.com)

With a copy to:

Pamala Ryan, Esq.
City Attorney
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
(561) 845-4068 (pryan@rivierabch.com)

- d. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized by Chapter 163, Florida Statutes. The City's and the CRA's governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such Agreement.
- e. Nothing contained herein shall be deemed a limitation of the jurisdiction or law enforcement responsibilities of the City with respect to the CRA or CRA's property.
- f. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be held in Palm Beach County, Florida. If any action, whether in law, equity or otherwise, is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled, consistent with applicable state and federal law.
- g. 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.

- h. To the extent permitted by law, the City shall indemnify and hold CRA harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of Riviera Beach employees in the performance of THIS Agreement, likewise, to the extent permitted by law, CRA shall indemnify and hold the City harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of the CRA employees in the performance of this Agreement, while assisting Riviera Beach Law Enforcement Personnel. Nothing in this provision shall be construed as consent by the City or by CRA to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.
- i. Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof.
- j. No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.
- k. This Agreement constitutes the entire understanding of the parties with respect to the provision of law enforcement personnel and equipment. It may not be modified, nor any of its provisions waived unless such modification and/or waiver is in writing and is agreed to and signed by both parties.

10. Agreement to be Recorded. This Inter-local Agreement shall be filed pursuant to the requirements of Section 163.01 (11) of the Florida Statutes.

11. Modifications. No prior or present agreements or representations with regard to any subject matter contained within the Agreement shall be binding in any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

12. Severability. The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof.

13. Governing Law. This agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.
14. Assignment. Neither the CITY nor the CRA shall assign or transfer any rights or interest in this Agreement.
15. Effective Date. This Agreement shall not be valid until signed by the Mayor and the City Clerk, and shall be effective through the remainder of the current fiscal year, and thereafter on an annual basis, unless otherwise mutually terminated or amended.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this _____ day of _____, 2009.

ATTEST:

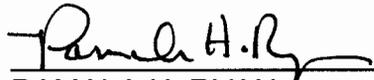
CITY OF RIVIERA BEACH

CARRIE E. WARD, MMC
CITY CLERK

THOMAS A. MASTERS
MAYOR

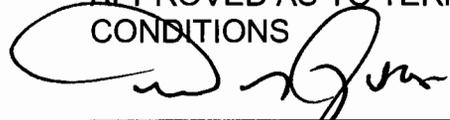
(CITY SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



PAMALA H. RYAN
CITY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS



CLARENCE WILLIAMS
POLICE CHIEF

DATED: 12/8/09

RIVIERA BEACH COMMUNITY
DEVELOPMENT AGENCY



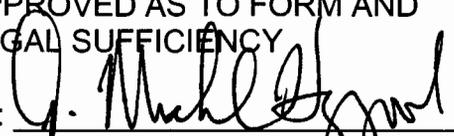
SCOTT EVANS
INTERIM EXECUTIVE DIRECTOR

ATTEST:



RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
CONSULTING ATTORNEY

DATED: 11/25/09

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND
THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY FOR
FUNDING OF THE PUBLIC SAFETY SERVICES**

THIS AGREEMENT is made this 23rd day of November 2009,
by and between the **CITY OF RIVIERA BEACH**, a Florida municipal corporation,
(hereinafter referred to as "CITY"), and the **RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY**, (hereinafter referred to as the "CRA").

WITNESSETH:

WHEREAS, there exists in the CRA a need for commissioned law enforcement presence differing in nature from the other areas of the City; and

WHEREAS, the CITY is willing and able to provide this unique presence to the CRA district upon the terms set forth herein, which presence will benefit both the City and CRA; and

WHEREAS, the CITY will initiate a program within the CRA district to enhance the maintenance of physical improvements and security in the CRA area; and

WHEREAS, the CITY has developed an innovative crime prevention initiative that supports the mission of the CRA, and sustains property values in the CRA as the CRA is developed; and

WHEREAS, the CRA has agreed to support the crime prevention initiative by funding two (2) full-time uniformed police officers and one (1) code enforcement officer for the remainder of this fiscal year to be assigned to the CRA district.

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

1. Recitations. The recitations set forth above are hereby incorporated herein.
2. Term. Unless agreed by both parties in writing, and approved by their respective Boards, this Agreement shall expire at the end of the current fiscal year. The Effective Date of this Agreement shall be that date on which the last party has executed this Agreement.

3. Applicability The CRA hereby agrees to fund two (2) full-time uniformed police officers and one (1) code enforcement officer for the remainder of this fiscal year. Funding will be used to pay for personnel and fringe benefit costs, equipment costs, supplies and material costs, and repair parts.
4. Funding and Future Funding. The CRA agrees to fund two (2) full-time uniformed police officers and one (1) code enforcement officer for the remainder of this fiscal year. Payments will be made on a quarterly basis commencing upon the signing of this agreement. The parties acknowledge that while it is the CRA's intention to continue to provide funding for security in the future, the CRA shall be under no obligation to provide funds thereafter and such action shall be solely discretionary with its Board on an annual basis. Thereafter, in the event the CRA approves and budgets for the program in subsequent fiscal years, payments will continue to be made on a quarterly basis.
5. Services.
 - a. The City shall assign two (2) full-time uniformed police officers to CRA, providing forty (40) hours per week of full-time law enforcement presence, on a schedule to be mutually agreed upon by CRA and the City. An option for additional police officers can be made available upon the request of CRA, for an additional 40 hours per week of full-time law enforcement presence, on a schedule to be mutually agreed upon by CRA and the City, and become a permanent part of this agreement thereafter. Since an understanding of the CRA operations will enhance the benefit of the officers to the CRA area and the City, the City will attempt to assign an officer who has become familiar with those operations. The CRA, at its own expense, shall provide the necessary training required familiarizing the assigned officers with the CRA area and any other such training deemed necessary for the performance of said officers' duties in the CRA area. The City shall determine training requirements that exceed those required to maintain an employee's law enforcement certification. The City shall not be responsible for any overtime cost associated with said training. Without altering the Police Department's Chain of Command structure, officers assigned hereunder, shall prepare monthly reports of their activity and make said reports available to the CRA Executive Director or as designated by the Executive Director. The City, at its own expense, will provide to, and maintain for such officers, all such standard equipment as is provided to other City uniformed police officers, including without limitation, a City of Riviera Beach marked patrol car.

- b. Specialized equipment to include, but not limited to, laptop computers, Mesh Network broadband wireless mobile devices, and mobile video cameras. These non-standard equipment items can be used to access NCIC / FCIC databases from a mobile device in the vehicle, in addition to viewing video from remote controlled cameras.
- c. At times other than during such tours of duty, and at least twice during a patrol shift, at irregular intervals, a uniformed officer in a marked patrol car will make a tour of the CRA property, and make face-to-face contact with the Executive Director's office for special assignments deemed satisfactory under this agreement.
- d. The CRA recognizes that there are times of emergency when the City may have to temporarily utilize the services of its assigned officers. The City agrees that in such events, the City will give the CRA as much notice as necessary to alleviate any hardship on CRA. Emergencies shall include but not be limited to hurricane preparation, rescue and recovery, civil disorders, and natural disasters.

6. City Responsibilities and Functions:

- e. Make such detentions and arrests, and exercise all other powers as shall be within the authority of law enforcement personnel of the City of Riviera Beach.
- f. Respond to requests for assistance as requested by Security personnel.
- g. Summon such other County, State and Federal Law Enforcement, City and/or County EMS, Fire and other personnel and services, as circumstances shall require.
- h. As part of each of the officers' 40 hour work week as set forth above, each officer will provide a minimum of five (5) hours per week performing Community Policing activities and performing law enforcement duties specific to CRA.
- i. Notify the on-duty security officer concerning security and law enforcement matters related to the CRA property and persons thereon, and provide copies of reports of incidents occurring on CRA property to the designated representative, in addition to satisfying any other requirements of the City.
- j. Enforce parking and traffic regulations within the CRA area.

7. Coordination. Each Party shall designate, from time to time, an individual to serve as liaison for that party. The City Liaison Officer shall not hold a rank below Sergeant. The CRA's official liaison shall be the Executive Director. If requested by the CRA and with 48 hours notice, the City Liaison Officer may attend local meetings and attend local committee meetings.

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- a. The Agreement may be terminated by either party with sixty (60) days prior written notice. In the event that the agreement is terminated for any reason whatsoever, the City shall be entitled to payment on a prorata basis up to and including the termination date.
 - b. No employee of either party to this Agreement shall perform any function or service which is not within the employee's scope of duties as defined or determined by that employee's employer (Appendix 2). The Chief of Police will determine those areas that exceed federal, state, and local requirements defining and limiting a law enforcement officer's scope of responsibility.
 - c. All notices required in this Agreement shall be sent to the parties at the following addresses, by certified mail, facsimile or hand delivery:

If to Riviera Beach Community Redevelopment Agency:

Scott Evans, Interim Executive Director
Riviera Beach Community Redevelopment Agency
2001 Broadway, Ste. 300
Riviera Beach, Florida 33404
(561) 844-3408

If to City:

Ruth Jones, City Manager
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
(561) 840-4010 (gshuttlesworth@rivierabch.com)

With a copy to:

Pamala Ryan, Esq.
City Attorney
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
(561) 845-4068 (pryan@rivierabch.com)

- d. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized by Chapter 163, Florida Statutes. The City's and the CRA's governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such Agreement.
- e. Nothing contained herein shall be deemed a limitation of the jurisdiction or law enforcement responsibilities of the City with respect to the CRA or CRA's property.
- f. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be held in Palm Beach County, Florida. If any action, whether in law, equity or otherwise, is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled, consistent with applicable state and federal law.
- g. 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.

- h. To the extent permitted by law, the City shall indemnify and hold CRA harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of Riviera Beach employees in the performance of THIS Agreement, likewise, to the extent permitted by law, CRA shall indemnify and hold the City harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of the CRA employees in the performance of this Agreement, while assisting Riviera Beach Law Enforcement Personnel. Nothing in this provision shall be construed as consent by the City or by CRA to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.
- i. Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof.
- j. No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.
- k. This Agreement constitutes the entire understanding of the parties with respect to the provision of law enforcement personnel and equipment. It may not be modified, nor any of its provisions waived unless such modification and/or waiver is in writing and is agreed to and signed by both parties.

10. Agreement to be Recorded. This Inter-local Agreement shall be filed pursuant to the requirements of Section 163.01 (11) of the Florida Statutes.

11. Modifications. No prior or present agreements or representations with regard to any subject matter contained within the Agreement shall be binding in any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

12. Severability. The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof.

13. Governing Law. This agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

14. Assignment. Neither the CITY nor the CRA shall assign or transfer any rights or interest in this Agreement.

15. Effective Date. This Agreement shall not be valid until signed by the Mayor and the City Clerk, and shall be effective through the remainder of the current fiscal year, and thereafter on an annual basis, unless otherwise mutually terminated or amended.

CRA #1

Based on Average Pay Scale

Rate	Hours	Base Salary	Holiday Pay	Clothing	FICA	Life	Health/Dental	Retirement	Total Cost
<small>(per hour)</small>	<small>(hours per year)</small>	<small>(hours x rate)</small>	<small>(rate x 11 Holidays)</small>	<small>(\$5 x 52 weeks)</small>	<small>(Salary x .0765)</small>	<small>(flat rate)</small>	<small>(flat rate)</small>	<small>(34.52% of Salary)</small>	<small>(Excluding Overtime)</small>
19.14	2,080	39,815.98			3,045.92	156.00	8,834.00	13,744.48	65,596.38

Spence

CRA #2

Based on Average Pay Scale

Rate	Hours	Base Salary	Holiday Pay	Clothing	FICA	Life	Health/Dental	Retirement	Total Cost
<small>(per hour)</small>	<small>(hours per year)</small>	<small>(hours x rate)</small>	<small>(rate x 11 Holidays)</small>	<small>(\$5 x 52 weeks)</small>	<small>(Salary x .0765)</small>	<small>(flat rate)</small>	<small>(flat rate)</small>	<small>(34.52% of Salary)</small>	<small>(Excluding Overtime)</small>
19.14	2,080	39,815.98			3,045.92	156.00	8,834.00	13,744.48	65,596.38

Hines

CE #1

Based on Average Pay Scale

Rate	Hours	Base Salary	Holiday Pay	Clothing	FICA	Life	Health/Dental	Retirement	Total Cost
<small>(per hour)</small>	<small>(hours per year)</small>	<small>(hours x rate)</small>	<small>(rate x 11 Holidays)</small>	<small>(\$5 x 52 weeks)</small>	<small>(Salary x .0765)</small>	<small>(flat rate)</small>	<small>(flat rate)</small>	<small>(18% of Salary)</small>	<small>(Excluding Overtime)</small>
17.23	2,080	35,837.36			2,741.56	156.00	8,834.00	6,450.72	54,019.64

Washington

Payment Schedule

Salary Cost **\$185,212**
Quarterly **\$46,303**

Payment #1	Amount	Period Covered	Date
1	\$46,303.10	Oct -Jan	30-Jan-10
2	\$46,303.10	Feb -May	31-May-10
3	\$46,303.10	June -Sept	30-Sep-10

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 23rd day of November, 2009.

ATTEST:

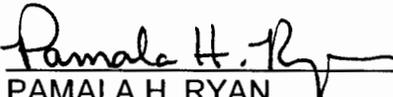
CITY OF RIVIERA BEACH

CARRIE E. WARD, MMC
CITY CLERK

THOMAS A. MASTERS
MAYOR

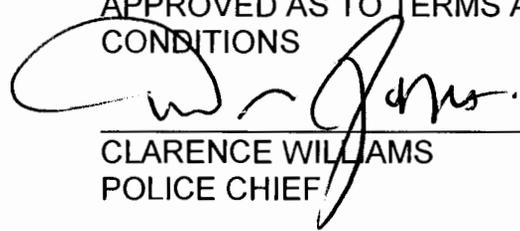
(CITY SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



PAMALA H. RYAN
CITY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS



CLARENCE WILLIAMS
POLICE CHIEF

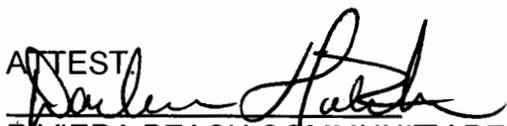
DATED: 11/10/09

RIVIERA BEACH COMMUNITY
DEVELOPMENT AGENCY



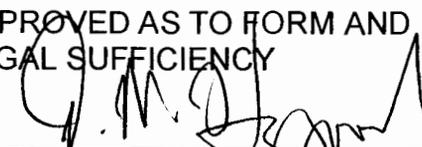
SCOTT EVANS
INTERIM EXECUTIVE DIRECTOR

ATTEST:



RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
CONSULTING ATTORNEY

DATED: 11/20/09